



Shelton City Council  
Meeting Agenda  
January 4, 2022 at 6:00 p.m.  
Civic Center

**A. Call to Order**

- Pledge of Allegiance
- Roll Call
- Mayor & Deputy Mayor Selection
- Late Changes to the Agenda

**B. Council Reports**

**C. Consent Agenda (Action)**

1. Vouchers numbered 106496 through 106558 in the total amount of \$205,149.83
2. Vouchers numbered 106580 through 106630 in the total amount of \$243,855.93
3. Voucher numbered 106631 in the amount of \$7,665.41
4. Vouchers numbered 106637 through 106680 in the total amount of \$104,151.38
5. Vouchers numbered 106693 through 106711 in the total amount of \$89,309.40
6. Payroll warrants numbered 3905 and 3906 and 7965 through 8006 and 8007 through 8112. Warrants 106298 through 106318 in the amount of \$782,016.21
7. Payroll warrants numbered 3907 and 3908 and 8113 through 8153 and 8154 through 8258. Warrants 106560 through 106579 in the amount of \$810,476.86
8. Minutes from:
  - Business Meeting of October 19, 2021
  - Study Session of October 26, 2021
  - Business Meeting of November 2, 2021
  - Study Session of November 9, 2021
  - Business Meeting of November 16, 2021
  - Study Session of November 23, 2021
  - Business Meeting of December 7, 2021
  - Study Session of December 14, 2021
9. October Financial Status Report

**D. General Public Comment (3-minute time limit)**

**E. Business Agenda (Study/No Action/Public Comment Taken)**

1. Resolution No. 1222-1221 Local Road Safety Plan – Presented by City Engineer Ken Gill

**F. Action Agenda (Action/Public Comment Taken)**

1. Memorandum of Understanding-William G. Reed Library Renovation – Presented by Community Development Director Mark Ziegler
2. Bargaining Agreement-Shelton Employees Guild – Presented by Administrative Services Director Michelle Sutherland
3. Bargaining Agreement-Shelton Police Guild – Presented by Administrative Services Director Michelle Sutherland

4. Ordinance No. 1980-1021 Amending SMC Illicit Stormwater Discharge – Presented by City Engineer Ken Gill
5. Resolution No. 1219-1121 Approving Mason Conservation District's Proposal for NPDES Education & Outreach Activities – Presented by City Engineer Ken Gill
6. Resolution No. 1214-1021 Park Street Overlay Project Final Acceptance – Presented by City Engineer Ken Gill
7. Resolution No. 1220-1121 Contract with Aspect Consulting for C Street Landfill Environmental Cleanup Construction Planning – Presented by Public Works Director Jay Harris

**G. Administration Reports**

1. City Manager Report

**H. New Items for Discussion**

**I. Announcement of Next Meeting – January 18, 2022 at 6:00 p.m.**

**J. Adjourn**

***Special Note for Virtual Public Participation***

*The meeting can be viewed at: [masonwebtv.com](http://masonwebtv.com)*

*The public can provide comments virtually by:*

*Email: [jeff.niten@sheltonwa.gov](mailto:jeff.niten@sheltonwa.gov)*

*Telephone: (360) 968-9004*

*Your comments will be relayed directly to the Council.*



# 2022 Looking Ahead

(Items and dates are subject to change)

Tues. 1/11 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Neighborhood Residential Zones</li> </ul>	Packet Items Due: 1/7 @ noon
Tues. 1/18 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>November Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>Resolution No. 1186-1220 Surplus Computer Equipment</li> <li>Resolution No. 1223-1221 Design Contract with RH2 Engineering for Safe Routes to School</li> <li>Resolution No. 1224-1221 Design Contract with RH2 for Brockdale Rd.</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Resolution No. 1222-1221 Local Road Safety Plan</li> <li>Bargaining Agreement w/Customer Service</li> <li>Council Committee Assignments</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 1/7 – 5:00 p.m.
Tues. 1/25 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Downtown Street Trees</li> </ul>	Packet Items Due: 1/21 @ noon
Fri. 1/28 9:00 a.m.	Special Meeting	Joint Meeting w/County Commission & Port Commission	N/A
Tues. 2/1 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>4<sup>th</sup> Q LTAC Report – Chamber of Commerce</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>Public Hearing Ordinance No. 1968-0321 Water Comp Plan Adoption</li> <li>Resolution No. 1225-1221 Updating Master Fee Schedule</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Resolution No. 1186-1220 Surplus Computer Equipment</li> <li>Resolution No. 1223-1221 Design Contract with RH2 Engineering for Safe Routes to School</li> <li>Resolution No. 1224-1221 Design Contract with RH2 for Brockdale Rd.</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 1/21 – 5:00 p.m.
Tues. 2/8	Study Session	Study Agenda	Packet Items Due:

6:00 p.m.			2/4 @ noon
Tues. 2/15 6:00 p.m.	Regular Meeting	Presentation <ul style="list-style-type: none"> <li>• Olympia Community Solar</li> </ul> Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> <li>• December Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>• Noise Ordinance</li> <li>• Animal Ordinance</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Ordinance No. 1968-0321 Water Comp Plan Adoption</li> <li>• Resolution No. 1225-1221 Updating Master Fee Schedule</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 2/4 – 5:00 p.m.
Tues. 2/15 (follow regular meeting)	Special Meeting	Executive Session <ul style="list-style-type: none"> <li>• Performance of a Public Employee</li> </ul>	N/A
Tues. 2/22 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 2/18 @ noon
Tues. 3/1 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Noise Ordinance</li> <li>• Animal Ordinance</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 2/18 – 5:00 p.m.
Tues. 3/8 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 3/4 @ noon
Tues. 3/15 5:45 p.m.	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 3/4 – 5:00 p.m.
Tues. 3/15 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 3/4 – 5:00 p.m.
Tues. 3/22 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 3/18 @ noon



Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- More Standing Committees by the Council
- Resolution No. 1215-1021 2021 Chip Seal Final Acceptance

DRAFT

**VOUCHER APPROVAL**

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 vouchers number 106496 through number 106558 in the total amount of \$205,149.83 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims. Signed this 3<sup>rd</sup> of December, 2021.

  
\_\_\_\_\_  
Interim Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember


\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**VOUCHER APPROVAL**

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 vouchers number 106580 through number 106630 in the total amount of \$243,855.93 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 9<sup>th</sup> of December, 2021.

  
\_\_\_\_\_  
Interim Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**VOUCHER APPROVAL**

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 vouchers numbered 106631 in the amount of \$7,665.41 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 9<sup>th</sup> of December, 2021.

  
\_\_\_\_\_  
Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**VOUCHER APPROVAL**

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 vouchers number 106637 through number 106680 in the total amount of \$104,151.38 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 16<sup>th</sup> of December, 2021.

  
\_\_\_\_\_  
Interim Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

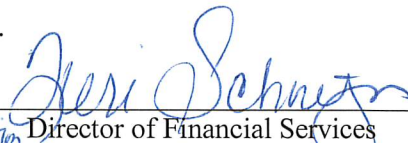
\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

## VOUCHER APPROVAL

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 vouchers number 106693 through number 106711 in the total amount of \$89,309.40 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 22<sup>nd</sup> of December, 2021.

  
\_\_\_\_\_  
Interim Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**VOUCHER APPROVAL**

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 within payroll warrants numbered 3905 and 3906 and 7965 through 8006 and 8007 through 8112. Warrants 106298 through 106318 in the amount of \$782,016.21 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 15<sup>th</sup> of Dec, 2021.

  
\_\_\_\_\_  
Administrative Services Director

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the payroll warrants contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Mayor


\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember



**VOUCHER APPROVAL**

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 within payroll warrants numbered 3907 and 3908 and 8113 through 8153 and 8154 through 8258. Warrants 106560 through 106579 in the amount of \$810,476.86 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 15<sup>th</sup> of Dec, 2021.

  
\_\_\_\_\_  
Administrative Services Director

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the payroll warrants contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Dorcy

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember





## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

City Council Meeting Minutes

October 19, 2021 – 6:00 p.m.

Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Megan Fiess  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Interim Finance Director Teri Schnitzer  
Public Works Director Jay Harris  
City Engineer Ken Gill  
Police Chief Carole Beason

### **CALL TO ORDER**

Call to Order – 6:00 p.m.

Pledge of Allegiance – Councilmember Onisko

Roll Call: City Clerk Nault – All present

### **LATE CHANGES TO THE AGENDA**

None

*Mayor Dorcy – The public is able to make comments during the Public Comment period, as well as on any items listed on the business or the action agendas. When making a public comment you will need to state your full name and whether you reside within City limits, within Mason County or reside elsewhere. There are three options for the public to participate in the meeting: (1) join the Zoom meeting by clicking the link on the city's website, (2) email [jeff.niten@sheltonwa.gov](mailto:jeff.niten@sheltonwa.gov), or (3) by calling City Manager Jeff Niten at (360) 432-5105.*

### **CITY COUNCIL REPORTS**

- Peninsula Regional Transportation Planning Organization.

### **CONSENT AGENDA**

1. Vouchers numbered 106034 through 106079 in the total amount of \$81,308.59
2. Vouchers numbered 106113 through 106159 in the total amount of \$295,949.71
3. August Financial Status Report
4. 3<sup>rd</sup> Quarter LTAC Report Shelton-Mason County Chamber of Commerce – Written by Heidi McCutcheon
5. Minutes:
  - Study Session of August 17, 2021
  - Business Meeting of August 17, 2021

A motion was made by Councilmember Onisko and seconded by Councilmember Fiess to approve the consent agenda as publish. Passed.

### **GENERAL PUBLIC COMMENT**

None

Mayor Dorcy recessed from the regular meeting to open a public hearing.

### **BUSINESS AGENDA**

1. Public Hearing Ordinance No. 1978-1021 2022 Regular & EMS Ad Valorem Taxes – Presented by Interim Finance Director Teri Schnitzer

Interim Finance Director Teri Schnitzer reviewed the 2022 Ad Valorem Taxes. Discussion followed. No public testimony. City Clerk Nault provided the first reading of Ordinance No. 1978-1021.

A motion was made by Councilmember Schmit and seconded by Councilmember McDowell to forward the 2022 Ad Valorem Tax Ordinance to the November 16, 2021 City Council meeting for further consideration and action. Passed.

Ayes: Mayor Dorcy, Deputy Mayor Peterson, Councilmember Boad, Councilmember Fiess, Councilmember McDowell and Councilmember Schmit. Opposed: Councilmember Onisko.

Mayor Dorcy closed the public hearing and opened another public hearing.

2. Public Hearing Ordinance No. 1979-1021 2022 Preliminary Budget – Presented by Interim Finance Director Teri Schnitzer

Interim Finance Director Schnitzer reviewed the 2022 Preliminary Budget. Discussion followed. No public testimony. City Clerk Nault provided the first reading of Ordinance No. 1979-1021.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to forward the 2022 Annual Budget to the November 16, 2021 City Council action agenda. Passed.

Mayor Dorcy closed the public hearing and resumed the regular meeting.

3. Ordinance No. 1977-0921 Homeless Encampment – Presented by City Manager Jeff Niten

City Manager Niten reviewed Ordinance No. 1977-0921. Discussion followed. Public Comment: Wendy Petty. City Clerk Nault provided the first reading of Ordinance No. 1977-0921.

A motion was made by Councilmember Schmit and seconded by Councilmember Boad to forward Ordinance No. 1977-0921 to the November 2, 2021 City Council action agenda. Discussion followed.

A motion was made by Councilmember Onisko and seconded by Councilmember McDowell to amend Ordinance No. 1977-0921 removing criminal penalties and changing them to civil penalties. Motion failed.

Councilmember Schmit restated his original motion seconded by Councilmember Boad to forward Ordinance No. 1977-0921 to the City Council action agenda on November 2, 2021. Passed.

Ayes: Mayor Dorcy, Deputy Mayor Peterson, Councilmember Boad, Councilmember Fiess, Councilmember Schmit. Opposed: Councilmembers McDowell and Councilmember Onisko.

4. Prosecution Services Contract – Presented by City Manager Jeff Niten

City Manager Niten provided an overview of the Prosecution Services Contract. Discussion followed. No public comment.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to forward the agreement to the November 2, 2021 City Council action agenda. Passed.

5. WSP Latecomers Agreement Cancellation – Presented by City Manager Jeff Niten

City Manager Niten provided an overview of the WSP Latecomers Agreement. Discussion followed. No public comment.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to forward the agreement to the November 2, 2021 City Council action agenda. Passed.

**ACTION AGENDA**

1. Resolution No. 1208-0921 Western Gateway Design Contract Amendment No. 3 – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the contract amendment. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1208-0921.

A motion was made by Councilmember Fiess and seconded by Councilmember Onisko to adopt Resolution No. 1208-0921 and the Western Gateway Design Contract Amendment No. 3. Passed.

Mayor Dorcy recessed from the regular meeting to open a public hearing.

2. Public Hearing Resolution No. 1209-1021 Utility Property Surplus – Presented by Public Works Director Jay Harris

Public Works Director Harris discussed a resolution for city Utility Surplus Property. No Discussion. No public testimony. City Clerk Nault provided the reading of Resolution No. 1209-1021.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to adopt Resolution No. 1209-1021, a resolution declaring multiple City properties as surplus and authorizing the City Manager to commence the process to sell the real properties. Passed.

Mayor Dorcy closed the public hearing and resumed the regular meeting.

3. Resolution No. 1210-1021 SPD Body Worn Cameras – Presented by Police Chief Carole Beason

Police Chief Beason provided an overview of the resolution. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1210-1021.

A motion was made by Councilmember Fiess and seconded by Councilmember McDowell to approve Resolution No. 1210-1021 as presented. Passed.

4. Resolution No. 1211-1021 JAVS A/V System Replacement in Courtroom/Council Chambers – Presented by City Manager Niten

City Manager Niten provided an overview of the JAVS A/V system replacement. Discussion followed. No public comment. City Clerk Nault provided a reading of Resolution No. 1211-1021.

A motion was made by Councilmember Onisko and seconded by Councilmember Schmit to approve Resolution No. 1211-1021 as presented. Passed.

5. LTAC Grant Recommendations – Presented by City Manager Niten

City Manager Niten shared the Lodging Tax Advisory Committee (LTAC) 2022 tourism grant fund recommendations. Discussion followed. No public comment.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to request the LTAC reconvene and review their recommended award amounts. Passed.

6. FCS Contract-ER&R Fund – Presented by Interim Finance Director Teri Schnitzer

Interim Finance Director Schnitzer discussed the FCS Contract and the ER&R Fund. Discussion followed. No public comment.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Schmit to approve the FCS Group Contract as presented. Passed.

7. Resolution No. 1212-1021 Agreement with Kitsap Human Society – Presented by Police Chief Carole Beason

Police Chief Beason reviewed the agreement with Kitsap Human Society to provide animal shelter services. Discussion followed. No public comment. City Clerk Nault provide the reading of Resolution No. 1212-1021.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Schmit to waive the three-touch rule and approve Resolution No. 1212-1021 as presented. Passed.

**ADMINISTRATION REPORT – City Manager Jeff Niten**

- MyCivic City App – complimentary reviews from the public
- Callanan Park – Camera installation at HOPE Garden
- October 21, 2021 – State of the Community Event
- October 29, 2021 – Spooktacular event downtown
- C Street Landfill comment period November 4 and closes on December 7
- Review – Looking Ahead

**NEW ITEMS FOR DISCUSSION**

- General Election - November 2, 2021
- Study Session - Criminal Trespass Law

**ANNOUNCEMENT OF NEXT MEETING**

Tuesday, November 2, 2021 at 6:00 p.m.

**MEETING ADJOURN**

Mayor Dorcy adjourned the meeting at 7:36 p.m.

---

Mayor

---

City Clerk Donna Nault



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

Study Session Meeting Minutes

October 26, 2021 – 6:00 p.m.

Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Megan Fiess  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Communications Specialist Mary Ricker

### **CALL TO ORDER**

Call to Order – 6:00 p.m.

Roll Call: City Clerk Nault – All present

### **STUDY AGENDA**

1. Animal Ordinance – Presented by City Manager Jeff Niten

City Manager Niten reviewed a draft revised animal ordinance. Discussion followed.

2. New City Logo – Presented by Communications Specialist Mary Ricker

Communications Specialist Ricker shared logo options that could be used for rebranding the City. Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Dorcy adjourned the meeting at 6:53 p.m.

---

Mayor

---

City Clerk Donna Nault



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

City Council Meeting Minutes  
November 2, 2021 – 6:00 p.m.  
Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Megan Fiess  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
City Engineer Ken Gil

### **CALL TO ORDER**

Call to Order – 6:01 p.m.  
Pledge of Allegiance – Councilmember Schmit  
Roll Call: City Clerk Nault – All present

### **LATE CHANGES TO THE AGENDA**

None

*Mayor Dorcy – The public is able to make comments during the Public Comment period, as well as on any items listed on the business or the action agendas. When making a public comment you will need to state your full name and whether you reside within City limits, within Mason County or reside elsewhere. There are three options for the public to participate in the meeting: (1) join the Zoom meeting by clicking the link on the city's website, (2) email [jeff.niten@sheltonwa.gov](mailto:jeff.niten@sheltonwa.gov), or (3) by calling City Manager Jeff Niten at (360) 432-5105.*

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

1. Voucher number 106162 in the total amount of \$12,225.37
2. Vouchers numbered 106170 through 106216 in the total amount of \$235,089.99
3. Vouchers numbered 106237 through 106273 in the total amount of \$50,607.06
4. Payroll Warrants numbered 3900 through 3902 and 7663 through 7704 and 7705 through 7813. Warrants 105828 through 105848 and 106033 in the amount of \$805,137.82
5. Payroll Warrants numbered 3903 and 3904 and 7814 through 7856 and 7857 through 7964. Warrants 106092 through 106112 in the amount of \$822,779.24
6. Minutes:
  - Study Session of August 24, 2021
  - Business Meeting of September 7, 2021
  - Study Session of September 14, 2021

A motion was made by Councilmember McDowell and seconded by Councilmember Onisko to approve the consent agenda as publish. Passed.

## **GENERAL PUBLIC COMMENT**

Dean Jewett

## **BUSINESS AGENDA**

1. Resolution No. 1216-1021 & Resolution No. 1217-1021 Olympic Region Local Programs Project Administration Agreements (PAA) – Presented by City Engineer Ken Gill

City Engineer Gill provided an overview of the projects and funding sources. No discussion. No public comment.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Onisko to forward Resolution No. 1216-1021 and Resolution No. 1217-1021 to the action agenda on November 16, 2021. Passed.

2. Resolution No. 1218-1021 Transpo Group On-Call Contract and Work Order Amendment No. 2 – Presented by City Engineer Ken Gill

City Engineer Gill discussed a contract term extension and changes to a city parking lot design. Discussion followed. No public comment.

A motion was made by Councilmember Onisko and seconded by Councilmember Boad to forward Resolution No. 1218-1021 to the action agenda on November 16, 2021. Passed.

## **ACTION AGENDA**

1. Ordinance No. 1977-0921 Homeless Encampment – Presented by City Manager Jeff Niten

City Manager Niten reviewed updates to the ordinance. Discussion followed. Public comment: Julianne Gail. City Clerk Nault provided the second reading of Ordinance No. 1977-0921.

A motion was made by Councilmember Schmit and seconded by Councilmember Fiess to adopt Ordinance No. 1977-0921. Passed. Ayes: Mayor Dorcy, Deputy Mayor Peterson, Councilmember Boad, Councilmember Fiess, Councilmember Schmit. Opposed: Councilmember McDowell and Councilmember Onisko.

2. Prosecution Services Contract – Presented by City Manager Jeff Niten

City Manager Niten reviewed the contract, RFP process and selection of Younglove and Coker, PLLC. No discussion. No public comments.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Schmit to approve the agreement for prosecution services as presented. Passed.

3. WSP Latecomers Agreement Cancellation – Presented by City Manager Jeff Niten

City Manager Niten discussed the agreement and economic development opportunities. Discussion followed. No public comment.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Onisko to approve the agreement as presented. Passed.

**ADMINISTRATION REPORT – City Manager Jeff Niten**

- Installation of audio visual equipment in the courtroom
- Grant Funding – Therapeutic Court
- Community Halloween events
- SPD – New Hire Police Officer
- C Street landfill cleanup
- Review of Looking Ahead

**NEW ITEMS FOR DISCUSSION**

None

**ANNOUNCEMENT OF NEXT MEETING**

Study Session – November 9, 2021 at 6:00 p.m.

Council Meeting – November 16, 2021 at 6:00 p.m.

**MEETING ADJOURN**

Mayor Dorcy adjourned the meeting at 6:40 p.m.

---

Mayor

---

City Clerk Donna Nault





## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

Study Session Meeting Minutes

November 9, 2021 – 6:00 p.m.

Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
Megan Fiess  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Community Development Director Mark Ziegler  
Public Works Director Jay Harris  
City Engineer Ken Gill

#### **Guests:**

Troy Nichols  
Evan Bauder  
Barbara Adkins

### **CALL TO ORDER**

Call to Order – 6:00 p.m.

Roll Call: City Clerk Nault – Absent: Councilmember Boad

### **STUDY AGENDA**

1. Legislative Priorities – Presented by City Manager Jeff Niten & Troy Nichols of Phillips Burgess Government Relations, LLC

Mr. Nichols provided a recap of the last session wins, the 2022 budget process and bonding capacity for the State. City Manager Niten discuss the 2022 supplemental budget session, AWC legislative priorities and potential projects that could be pursued in 2022. Discussion followed.

2. NPDES Education Outreach – Presented by City Engineer Ken Gill & Evan Bauder and Barbara Adkins of Mason Conservation District

An overview of the Stormwater Permit Public Education and Outreach Project was provided. Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Dorcy adjourned the meeting at 7:04 p.m.



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

City Council Meeting Minutes  
November 16, 2021 – 6:00 p.m.  
Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Deputy Mayor Deidre Peterson  
James Boad  
Megan Fiess  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Public Works Director Jay Harris  
Interim Finance Director Teri Schnitzer  
Community Development Director Mark Ziegler  
City Engineer Ken Gill

### **CALL TO ORDER**

Call to Order – 6:00 p.m.  
Pledge of Allegiance – Councilmember Fiess  
Roll Call: City Clerk Nault – Absent: Mayor Kevin Dorcy

A motion was made by Councilmember Onisko and seconded by Councilmember Fiess to excuse the absence of Mayor Dorcy. Passed.

### **LATE CHANGES TO THE AGENDA**

None

*Deputy Mayor Peterson – The public is able to make comments during the Public Comment period, as well as on any items listed on the business or the action agendas. When making a public comment you will need to state your full name and whether you reside within City limits, within Mason County or reside elsewhere. There are three options for the public to participate in the meeting: (1) join the Zoom meeting by clicking the link on the city's website, (2) email [jeff.niten@sheltonwa.gov](mailto:jeff.niten@sheltonwa.gov), or (3) by calling City Manager Jeff Niten at (360) 432-5105.*

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

1. Vouchers numbered 106285 through 106297 in the total amount of \$64,873.46
2. Vouchers numbered 106319 through 106386 in the total amount of \$471,987.47
3. Mason County Historical Society Museum 3rd Quarter LTAC Report – Written by Director Liz Arbaugh
4. September Financial Status Report
5. Minutes from Business Meeting of September 21, 2021

A motion was made by Councilmember Onisko and seconded by Councilmember McDowell to approve the consent agenda as publish. Passed.

### **GENERAL PUBLIC COMMENT**

None

## **BUSINESS AGENDA**

### **1. Water Meter Boxes and Lids Purchase – Presented by Public Works Director Jay Harris**

Public Works Director Harris provided an update on the Water Meter AMI Project. Discussion followed. No public comment.

A motion was made by Councilmember Schmit and seconded by Councilmember Boad to forward this item, including the addition of a resolution, to the December 7, 2021 City Council action agenda. Passed.

Deputy Mayor Peterson recessed from the regular meeting and opened a public hearing.

### **2. Public Hearing – Ordinance No. 1981-1021 2021 Budget Supplemental 2 – Presented by ~~Budget Coordinator Don Kuismi~~ Interim Finance Director Teri Schnitzer**

Interim Finance Director Schnitzer shared information on a second supplemental to the 2021 budget. No discussion. No public testimony. City Clerk Nault provided a reading of Ordinance No.1981-1021.

A motion was made by Councilmember Onisko and seconded by Councilmember McDowell to forward Ordinance No.1981-1021 to the December 7, 2021 City Council action agenda. Passed.

Deputy Mayor Peterson closed the public hearing and opened another public hearing.

## **ACTION AGENDA**

### **1. Public Hearing Ordinance No. 1978-1021 2022 Regular & Ad Valorem Taxes – Presented by Interim Finance Director Teri Schnitzer**

Interim Finance Director Schnitzer reviewed the Regular & Ad Valorem Taxes. Discussion followed. No public testimony.

A motion was made by Councilmember Schmit and seconded by Councilmember Boad to consider Ordinance No.1978-1021, as presented, after the public hearing is concluded. Passed.

Deputy Mayor Peterson closed the public hearing and resumed the regular meeting.

### **2. Ordinance No. 1978-1021 Regular & Ad Valorem Taxes – Presented by Interim Finance Director Teri Schnitzer**

Interim Finance Director Schnitzer provided an overview of the Regular & Ad Valorem Taxes. No discussion. No public comment. City Clerk Nault provided the second reading of Ordinance No. 1978-1021.

A motion was made by Councilmember Schmit and seconded by Councilmember Fiess to adopt Ordinance No. 1978-1021 setting the Regular and EMS levies for 2022. Passed.

Deputy Mayor Peterson closed the regular meeting and opened a public hearing.

### **3. Public Hearing Ordinance 1979-1021 2022 Proposed Budget – Presented by Interim Finance Director Teri Schnitzer**

Interim Finance Director Schnitzer reviewed the 2022 Proposed Budget. Discussion followed. No public testimony.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to consider Ordinance No.1979-1021, as presented, after the public hearing is concluded. Passed.

Deputy Mayor Peterson closed the public hearing and resumed the regular meeting.

4. Ordinance No. 1979-1021 2022 Budget – Presented by Interim Finance Director Teri Schnitzer

Interim Finance Director provided an overview of the 2022 Budget. No discussion. No public comment. City Clerk Nault provided the second reading of Ordinance No.1979-1021.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to adopt Ordinance No.1979-1021 and the 2022 Budget as presented. Passed.

5. Resolution No. 1216-1021 & Resolution No. 1217-1021 Olympic Region Local Programs Project Administration Agreements (PAA) – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the Olympic Regional Local Programs project. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1216-1021 and Resolution No. 1217-1021.

A motion was made by Councilmember Onisko and seconded by Councilmember Boad to adopt Resolution No. 1216-1021 and Resolution No. 1217-1021 as presented. Passed.

6. Resolution No. 1218-1021 Transpo Group On-Call Contract and Work Order Amendment No. 2 – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the Civic Center community parking lot project. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No.1218-1021.

A motion was made by Councilmember Onisko and seconded by Councilmember Schmit to adopt Resolution No. 1218-1021 as presented. Passed.

7. Civic Center Rotating Art Gallery – Presented by Community Development Director Mark Ziegler

Community Development Director Ziegler presented the recommendations of the Shelton Arts Commission to install art in the Civic Center Rotating Art Gallery.

A motion was made by Councilmember Schmit and seconded by Councilmember Fiess to waive the Three-Touch Rule and approve the Shelton Arts Commission's recommendations. No discussion. No public comments. Passed.

8. LTAC Grant Recommendations – Presented by City Manager Jeff Niten

City Manager Niten reviewed the Lodging Tax Advisory Committee's previous grant recommendations and discussed the modified recommendation for 2022. Deputy Mayor Peterson recused herself due to a potential conflict.

A motion was made by Councilmember Schmit and seconded by Councilmember McDowell to approve the LTAC tourism fund grant awards as presented. No discussion. No public comment. Passed.

**PUBLIC COMMENT**

Cappy Shapiro

**ADMINISTRATION REPORT – City Manager Jeff Niten**

- December 11, 2021 – Shop with a Cop event
- City Website – Snow routes
- Christmastown USA – Illuminated Christmas Tree Maze & Christmastown Market
- December 7, 2021 - New City Councilmember swearing-in
- Review Looking Ahead
- Farwell to Councilmember Megan Fiess

**NEW ITEMS FOR DISCUSSION**

None

**ANNOUNCEMENT OF NEXT MEETINGS**

Study Session – November 23, 2021 at 6:00 p.m.

Council Meeting – December 7, 2021 at 6:00 p.m.

**MEETING ADJOURN**

Mayor Dorcy adjourned the meeting at 7:04 p.m.

---

Mayor

---

City Clerk Donna Nault



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

Study Session Meeting Minutes  
November 23, 2021 – 6:00 p.m.  
Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Police Chief Beason

### **CALL TO ORDER**

Call to Order – 6:00 p.m.  
Roll Call: City Clerk Nault – Absent: Councilmember Fiess

### **STUDY AGENDA**

1. Noise Ordinance – Presented by City Manager Jeff Niten

City Manager Niten reviewed the City's noise ordinance and discussed needed updates. Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Dorcy adjourned the meeting at 6:25 p.m.

---

Mayor

---

City Clerk Donna Nault



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

City Council Meeting Minutes  
December 7, 2021 – 6:00 p.m.  
Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Miguel Gutierrez  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Public Works Director Jay Harris  
Interim Finance Director Teri Schnitzer  
Community Development Director Mark Ziegler  
City Engineer Ken Gill

### **CALL TO ORDER**

Call to Order – 6:00 p.m.  
Pledge of Allegiance – Councilmember Gutierrez  
Roll Call: City Clerk Nault – All present

### **LATE CHANGES TO THE AGENDA**

None

*Mayor Dorcy – The public is able to make comments during the Public Comment period, as well as on any items listed on the business or the action agendas. When making a public comment you will need to state your full name and whether you reside within City limits, within Mason County or reside elsewhere. There are three options for the public to participate in the meeting: (1) join the Zoom meeting by clicking the link on the city's website, (2) email [jeff.niten@sheltonwa.gov](mailto:jeff.niten@sheltonwa.gov), or (3) by calling City Manager Jeff Niten at (360) 432-5105.*

### **CITY COUNCIL REPORTS**

- Councilmember Gutierrez was sworn in following certification of the recount. Councilmember Gutierrez will be sworn in again on January 4, 4022.
- City Manager Niten's annual review
- LEOFF Board Meeting
- Holiday Magic Reverse Parade

### **CONSENT AGENDA**

1. Vouchers numbered 106388 in the amount of \$14,245.48
2. Vouchers numbered 106411 through 106485 in the total amount of \$295,394.28
3. Forest Festival LTAC Report – Written by Vice President Amy Cooper
4. Bluegrass from the Forest LTAC Report – Written by Duane Wilson
5. Minutes from:
  - Study Session of September 28, 2021
  - Business Meeting of October 5, 2021
  - Study Session of October 12, 2021

A motion was made by Councilmember Onisko and seconded by Deputy Mayor Peterson to approve the consent agenda as publish. Passed.

## **PRESENTATIONS**

### **1. Swearing-in New Councilmember**

A December 7, 2021 video showcasing the swearing-in of Councilmember Miguel Gutierrez was provided.

## **GENERAL PUBLIC COMMENT**

Colleen Carmichael

## **BUSINESS AGENDA**

### **1. Memorandum of Understanding-William G. Reed Library Renovation – Presented by Community Development Director Mark Ziegler**

Community Development Director Ziegler discussed a proposed interior remodel of the William G. Reed Library. No discussion. No public comment.

A motion was made by Councilmember Schmit and seconded by Councilmember Onisko to place the Memorandum of Understanding on the January 4, 2022 City Council meeting action agenda for further consideration. Passed.

Mayor Dorcy recessed from the regular meeting to open a public hearing.

### **2. Public Hearing – Ordinance No.1980-1021 Amending SMC Illicit Stormwater Discharge – Presented by City Engineer Ken Gill**

City Engineer Gill reviewed the requirements of the Western Washington Phase II Municipal Stormwater Permit and the City's compliance under the permit. Discussion followed. No public testimony. City Clerk Nault provided the first reading of Ordinance No.1980-1021.

A motion was made by Councilmember Schmit and seconded by Councilmember Gutierrez to forward Ordinance No.1980-1021 on the January 4, 2022 City Council meeting action agenda for further consideration. Passed.

Mayor Dorcy closed the public hearing and resumed the regular meeting.

### **3. Resolution No. 1219-1121 Approving Mason Conversation District's Proposal for NPDES Education & Outreach Activities – Presented by City Engineer Ken Gill**

City Engineer Gill reviewed the Interlocal Agreement with Mason Conservation District to provide an education and outreach program. Discussion followed. No public comment.

A motion was made by Councilmember Schmit and seconded by Councilmember Gutierrez to place Resolution No. 1219-1121 on the January 4, 2022 City Council meeting action agenda for further consideration. Passed.

### **4. Resolution No. 1220-1121 Contract with Aspect Consulting for C Street Landfill Environmental Cleanup Construction Planning – Presented by Public Works Director Jay Harris**

Public Works Director Harris discussed a proposed professional services agreement with Aspect Consulting. Discussion followed. No public comment.



A motion was made by Councilmember Onisko and seconded by Councilmember Schmit to forward Resolution No. 1220-1121 to the January 4, 2022 City Council meeting action agenda for further consideration. Passed.

5. Resolution No. 1214-1021 Park Street Overlay Project Final Acceptance – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the Park Street Overlay Project and the final costs of the project. Discussion followed. No public comment.

A motion was made by Councilmember Onisko and seconded by Deputy Mayor Peterson to forward Resolution No. 1214-1021 to the January 4, 2022 City Council meeting action agenda for further consideration. Passed.

**ACTION AGENDA**

1. Resolution No. 1213-1021 Water Meter Boxes and Lids Purchase – Presented by Public Works Director Jay Harris

Public Works Director Harris provided an update on the meter boxes and lids replacement project. Discussion followed. No public comment. City Clerk Nault provided a reading of Resolution No. 1213-1021.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Boad to adopt Resolution No. 1213-1021 as presented. Passed.

2. Ordinance No. 1981-1021 2021 Budget Supplemental 2 – Presented by Interim Finance Director Teri Schnitzer

Interim Finance Director Schnitzer reviewed Budget Supplemental 2. Discussion followed. No public comment. City Clerk Nault provided the second reading of Ordinance No. 1981-1021.

A motion was made by Deputy Mayor Peterson and seconded by Councilmember Schmit to approve Ordinance No. 1981-1021 as presented. Passed.

3. Resolution No. 1221-1121 EM&R Vehicle Purchase – Presented by Public Works Director Jay Harris

Public Works Director Harris discussed the purchase of a ¾ ton extended cab pickup. No discussion. No public comment. City Clerk Nault provided a reading of Resolution 1221-1121.

A motion was made by Councilmember Onisko and seconded by Councilmember Boad to adopt Resolution No. 1221-1121 as presented. Passed.

**ADMINISTRATION REPORT – City Manager Jeff Niten**

- Event – Christmastown USA & Holiday Magic
- Event – Shop with a Cop
- Shelton Police Department Promotion – Captain Kostad
- Review 2022 Work Program Calendar
- December City Council Meetings/Study Sessions:
  - Cancelled December 21, 2021
  - Cancelled December 28, 2021
- Retirement – Mayor Dorcy

**NEW ITEMS FOR DISCUSSION**

None

**ANNOUNCEMENT OF NEXT MEETINGS**

Study Session – December 14, 2021 at 6:00 p.m.

Council Meeting – January 4, 2022 at 6:00 p.m.

**MEETING ADJOURN**

Mayor Dorcy adjourned the meeting at 7:22 p.m.

---

Mayor

---

City Clerk Donna Nault



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

Study Session Minutes  
December 14, 2021 – 6:00 p.m.  
Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

Mayor Kevin Dorcy  
Deputy Mayor Deidre Peterson  
James Boad  
Miguel Gutierrez  
Kathy McDowell  
Eric Onisko  
Joe Schmit

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Communications Specialist Mary Ricker

### **CALL TO ORDER**

Call to Order – 6:00 p.m.  
Roll Call: City Clerk Nault – All Present

### **STUDY AGENDA**

1. New City Logo – Presented by Communications Specialist Mary Ricker

Communications Specialist Ricker reviewed the process of selecting a new city logo that included survey results and community outreach. Discussion followed.

City Council consensus was to continue discussion on the City's rebranding process and revisit the logo design at a future date in 2022.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Dorcy adjourned the meeting at 6:46 p.m.

---

Mayor

---

City Clerk Donna Nault

# October 2021 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

	2021 Revised Budget	2021 thru October	2021 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	13,901,560	12,151,063	14,684,580	783,020	5.6%
Expenditures	15,532,780	11,964,974	14,801,520	731,260	4.7%
Net Revenues Less Expenditures	(1,631,220)	186,089	(116,940)	1,514,280	
Beginning Fund Balance	4,853,568		4,853,568		
Ending Fund Balance	3,222,348 20.7%		4,736,628 32.0%		
<b>Ending Fund Balance Breakdown:</b>					
Reserved - 20% of Budget	3,106,556		3,106,556		
Unreserved Fund Balance	115,792		1,630,072		
<b>Total Fund Balance</b>	<b>3,222,348</b>		<b>4,736,628</b>		

### Summary

2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.  
2020 amounts included in this report are unaudited.

Analysis through October shows an overall negative budget variance of \$117 thousand.

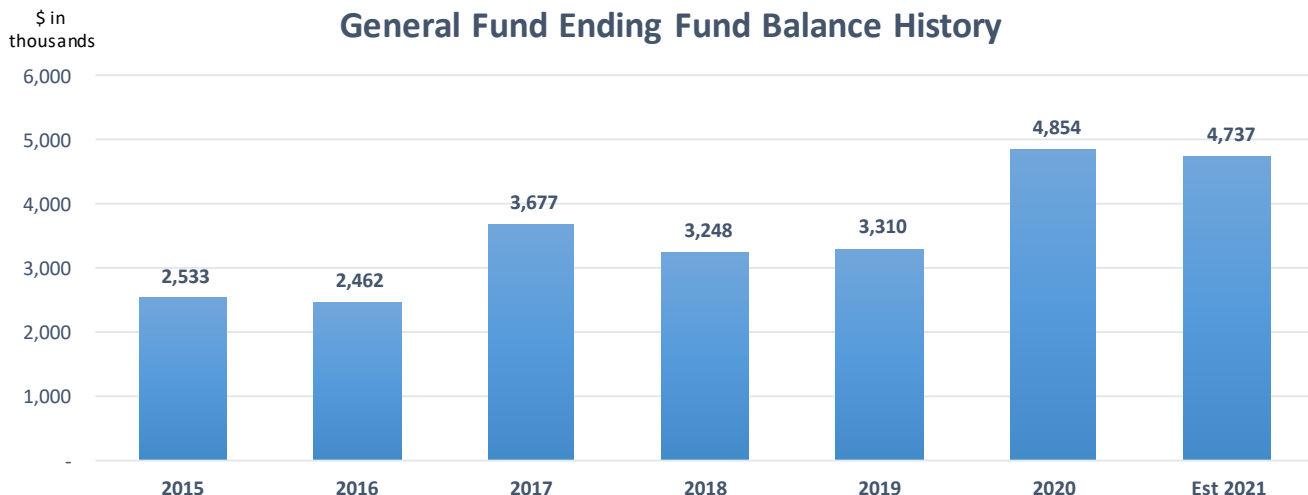
General Fund Reserves are estimated to end the year at \$4.7 million, or 32.0% of 2021 budgeted expenditures.

#### **Revenue Overview**

Revenues are currently estimated to end the year approximately \$783 thousand, or 5.6% higher than budgeted, which is significantly due to sales tax and business and occupation taxes.

#### **Expenditure Overview**

Expenditures are currently estimated to end the year approximately \$731 thousand, or 4.7% lower than budgeted, which is significantly due to Legal expenses, Detention/Corrections expenses, and transfers needed for the firefighter's pension fund and the payroll benefits fund being lower than budget.



# October 2021 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

Revenue Categories	2021 Revised Budget	2021 thru October	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Taxes:</b>					
Property	2,486,070	1,615,243	2,486,070	-	0.0%
Sales & Use	2,913,240	2,810,030	3,342,030	428,790	14.7%
City Utility	1,127,000	1,013,501	1,216,200	89,200	7.9%
Non-City Utility	1,239,200	1,000,110	1,176,650	(62,550)	-5.0%
Business & Occupation	733,640	862,771	960,330	226,690	30.9%
Other	35,220	40,280	43,340	8,120	23.1%
Licenses & Permits	285,100	257,361	283,200	(1,900)	-0.7%
Intergovernmental Revenue	1,910,680	2,037,764	2,100,480	189,800	9.9%
Charges for Goods/Services	2,902,620	2,333,610	2,859,800	(42,820)	-1.5%
Fines and Penalties	102,300	64,535	77,450	(24,850)	-24.3%
Miscellaneous Revenue	166,490	115,857	139,030	(27,460)	-16.5%
<b>Total Revenues</b>	<b>13,901,560</b>	<b>12,151,063</b>	<b>14,684,580</b>	<b>783,020</b>	<b>5.6%</b>

\*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

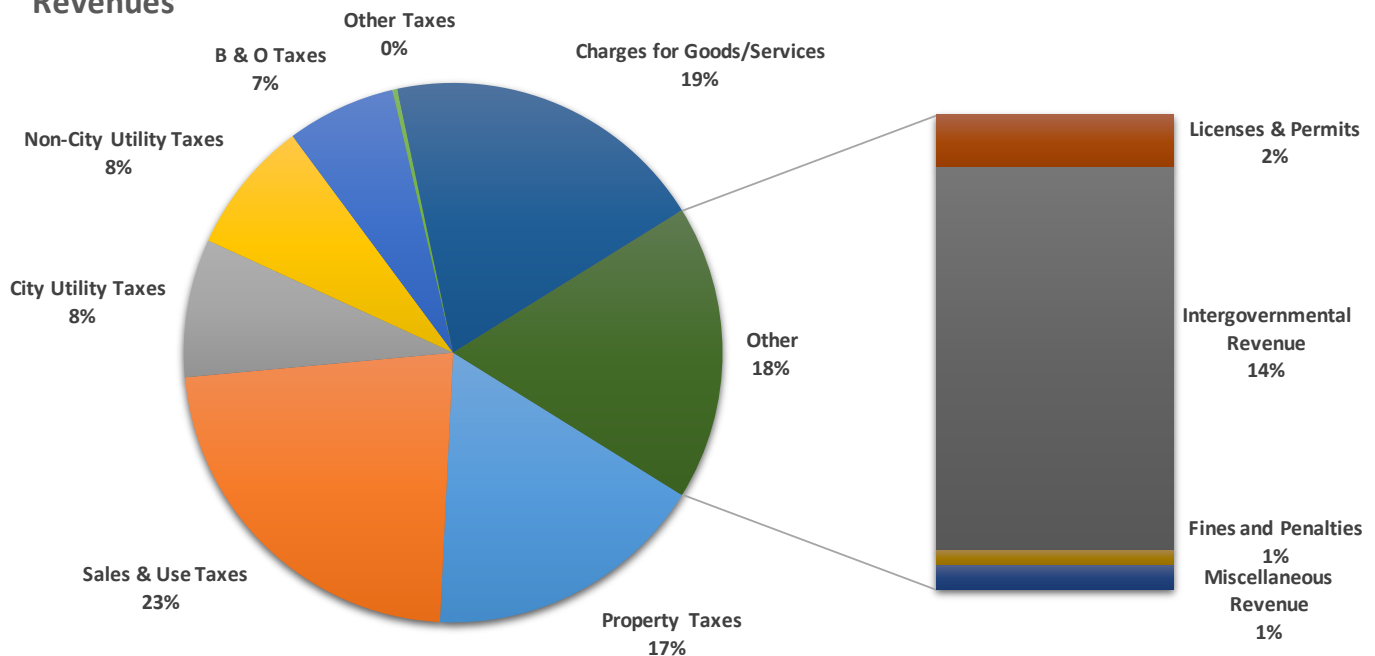
Variance analysis for revenues is provided for particular line items or those in which the estimated actual amount differs from the budgeted amount by at least 10% and \$75,000.

#### Variance Notes

**Sales & Use Tax:** Estimated to be \$428,790 or 14.7% over budget based on collections to date. The reason is that we budgeted sales tax in 2021 to match our 2020 COVID estimate which was low.

**Business & Occupation Taxes:** Estimated to be \$226,690 or 30.9% over budget.

#### 2021 Estimated General Fund Revenues



# October 2021 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

Department	2021 Revised Budget	2021 thru October	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Administrative Services</b>					
Human Resources	282,180	210,857	251,770	30,410	10.8%
Information Technology	250,430	238,862	307,480	(57,050)	-22.8%
Risk Management	107,700	101,068	115,550	(7,850)	-7.3%
<b>City Clerk</b>	215,800	170,631	204,490	11,310	5.2%
<b>City Council</b>	104,840	84,568	104,320	520	0.5%
<b>City Manager</b>					
City Manager	405,840	312,158	392,730	13,110	3.2%
Legal	456,580	204,964	289,670	166,910	36.6%
Detentions/Corrections-Contract	414,170	233,931	323,580	90,590	21.9%
<b>Community Dev, Parks, Facilities</b>					
Civic Center Activities	69,190	42,589	51,680	17,510	25.3%
Community Development	568,130	440,943	528,960	39,170	6.9%
Facility Services	552,680	426,899	509,510	43,170	7.8%
Parks & Recreation	580,600	427,838	511,310	69,290	11.9%
<b>Finance</b>	1,080,800	852,556	1,019,000	61,800	5.7%
<b>Fire &amp; Emergency Services</b>	1,507,280	1,303,952	1,563,080	(55,800)	-3.7%
<b>Municipal Court</b>	576,860	441,393	532,210	44,650	7.7%
<b>Non-Departmental</b>	4,189,150	2,989,428	3,958,960	230,190	5.5%
<b>Police</b>	3,529,990	2,942,649	3,471,550	58,440	1.7%
<b>Public Works</b>	640,560	539,687	665,670	(25,110)	-3.9%
<b>Total Expenditures</b>	<b>15,532,780</b>	<b>11,964,974</b>	<b>14,801,520</b>	<b>731,260</b>	<b>4.7%</b>

\*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

Variance analysis for expenditures is provided for particular departments which have an estimated actual amount that differs from the budgeted amount by at least 10% and \$75,000.

#### Variance Notes

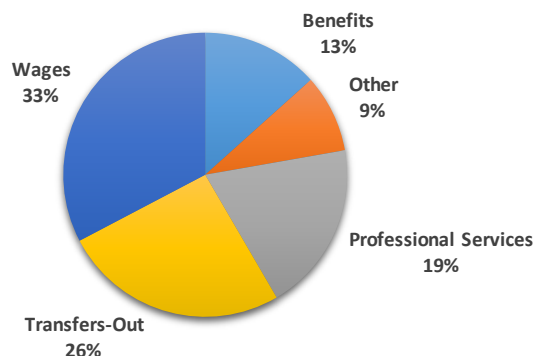
**Property & liability insurance:** Over budget by \$94,450 in general fund causing/adding to negative results.

**Legal:** Legal counsel and prosecutor expenditures estimated to be below budget.

**Detention/Corrections:** Mason County Jail fees estimated to be below budget.

**Non-Departmental:** Current estimate does not include a transfer-out to firefighter's pension fund in 2021 of \$120K and the transfer-out to payroll benefits fund is \$110K lower than budget

### 2021 Estimated General Fund Expenditures



# October 2021 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

	2019 Actual	2020 Actual	2021 Revised Budget	2021 thru October	2021 Est Actual
<b>Beginning Fund Balance</b>	<b>3,244,744</b>	<b>3,295,980</b>	<b>4,853,568</b>	<b>4,853,568</b>	<b>4,853,568</b>
<b>Revenues</b>					
Taxes:					
Property	2,394,874	2,495,035	2,486,070	1,615,243	2,486,070
Sales & Use	3,359,505	3,195,310	2,913,240	2,810,030	3,342,030
City Utility	797,785	1,182,935	1,127,000	1,013,501	1,216,200
Non-City Utility	1,120,002	1,138,999	1,239,200	1,000,110	1,176,650
Business & Occupation	738,850	810,806	733,640	862,771	960,330
Other	51,763	42,140	35,220	40,280	43,340
Licenses & Permits	355,352	344,354	285,100	257,361	283,200
Intergovernmental Revenue	741,394	1,181,568	1,910,680	2,037,764	2,100,480
Charges for Goods/Services	2,881,716	2,968,830	2,902,620	2,333,610	2,859,800
Fines and Penalties	121,146	85,070	102,300	64,535	77,450
Miscellaneous Revenue	283,785	281,387	166,490	115,857	139,030
<b>Total Revenues</b>	<b>12,846,171</b>	<b>13,726,434</b>	<b>13,901,560</b>	<b>12,151,063</b>	<b>14,684,580</b>

### Expenditures

#### Administrative Services

Human Resources	244,553	259,988	282,180	210,857	251,770
Information Technology	234,709	811,857	250,430	238,862	307,480
Risk Management	189,897	95,234	107,700	101,068	115,550

<b>City Clerk+</b>	<b>37,837</b>	<b>69,707</b>	<b>215,800</b>	<b>170,631</b>	<b>204,490</b>
--------------------	---------------	---------------	----------------	----------------	----------------

<b>City Council</b>	<b>231,757</b>	<b>161,137</b>	<b>104,840</b>	<b>84,568</b>	<b>104,320</b>
---------------------	----------------	----------------	----------------	---------------	----------------

#### City Manager

City Manager	381,449	429,282	405,840	312,158	392,730
Legal	392,309	315,307	456,580	204,964	289,670
Detentions/Corrections-Contract	365,356	331,015	414,170	233,931	323,580

#### Community Dev, Parks, Facilities

Civic Center Activities	47,014	44,892	69,190	42,589	51,680
Community Development	523,664	551,607	568,130	440,943	528,960
Facility Services	563,586	516,129	552,680	426,899	509,510
Parks & Recreation	410,472	376,383	580,600	427,838	511,310

<b>Finance</b>	<b>933,224</b>	<b>939,517</b>	<b>1,080,800</b>	<b>852,556</b>	<b>1,019,000</b>
----------------	----------------	----------------	------------------	----------------	------------------

<b>Fire &amp; Emergency Services</b>	<b>1,447,313</b>	<b>1,626,514</b>	<b>1,507,280</b>	<b>1,303,952</b>	<b>1,563,080</b>
--------------------------------------	------------------	------------------	------------------	------------------	------------------

<b>Municipal Court</b>	<b>462,291</b>	<b>498,380</b>	<b>576,860</b>	<b>441,393</b>	<b>532,210</b>
------------------------	----------------	----------------	----------------	----------------	----------------

<b>Non-Departmental</b>	<b>2,519,557</b>	<b>1,019,695</b>	<b>4,189,150</b>	<b>2,989,428</b>	<b>3,958,960</b>
-------------------------	------------------	------------------	------------------	------------------	------------------

<b>Police</b>	<b>3,072,032</b>	<b>3,451,151</b>	<b>3,529,990</b>	<b>2,942,649</b>	<b>3,471,550</b>
---------------	------------------	------------------	------------------	------------------	------------------

<b>Public Works</b>	<b>737,915</b>	<b>671,052</b>	<b>640,560</b>	<b>539,687</b>	<b>665,670</b>
---------------------	----------------	----------------	----------------	----------------	----------------

<b>Total Expenditures</b>	<b>12,794,935</b>	<b>12,168,845</b>	<b>15,532,780</b>	<b>11,964,974</b>	<b>14,801,520</b>
---------------------------	-------------------	-------------------	-------------------	-------------------	-------------------

+ City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs.

Net Revenues less Expenditures	51,236	1,557,589	(1,631,220)	186,089	(116,940)
--------------------------------	--------	-----------	-------------	---------	-----------

<b>Ending Fund Balance</b>	<b>3,295,980</b>	<b>4,853,568</b>	<b>3,222,348</b>	<b>5,039,657</b>	<b>4,736,628</b>
----------------------------	------------------	------------------	------------------	------------------	------------------

General Fund Reserves	3,295,980	4,853,568	3,222,348		4,736,628
based on same year actuals/budget	25.8%	39.9%	20.7%		32.0%

# October 2021 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

	2019 thru October	2020 thru October	2021 thru October	2021 - 2020 Variance		% of Budget
Revenues						
Taxes:						
Property	1,508,669	1,544,857	1,615,243	70,386	4.6%	65.0%
Sales & Use	2,786,313	2,623,558	2,810,030	186,472	7.1%	96.5%
City Utility	607,813	1,028,912	1,013,501	(15,411)	-1.5%	89.9%
Non-City Utility	960,072	987,971	1,000,110	12,140	1.2%	80.7%
Business & Occupation	637,624	692,166	862,771	170,605	24.6%	117.6%
Other	42,652	32,582	40,280	7,699	23.6%	114.4%
Licenses & Permits	291,021	309,332	257,361	(51,971)	-16.8%	90.3%
Intergovernmental Revenue	769,024	593,300	2,037,764	1,444,463	243.5%	106.7%
Charges for Goods/Services	2,329,214	2,441,348	2,333,610	(107,738)	-4.4%	80.4%
Fines and Penalties	105,507	69,979	64,535	(5,444)	-7.8%	63.1%
Miscellaneous Revenue	247,584	261,544	115,857	(145,687)	-55.7%	69.6%
Total Revenues	10,285,493	10,585,549	12,151,063	1,565,514	14.8%	87.4%
Expenditures						
Administrative Services						
Human Resources	191,606	214,791	210,857	(3,934)	-1.8%	74.7%
Information Technology	197,458	254,722	238,862	(15,860)	-6.2%	95.4%
Risk Management	178,086	85,833	101,068	15,234	17.7%	93.8%
City Clerk+	29,505	59,219	170,631	111,412	188.1%	79.1%
City Council	196,236	132,695	84,568	(48,127)	-36.3%	80.7%
City Manager						
City Manager	327,890	370,342	312,158	(58,184)	-15.7%	76.9%
Legal	252,325	259,519	204,964	(54,555)	-21.0%	44.9%
Detentions/Corrections-Contract	297,169	273,347	233,931	(39,416)	-14.4%	56.5%
Community Dev, Parks, Facilities						
Civic Center Activities	38,865	37,608	42,589	4,981	13.2%	61.6%
Community Development	441,869	464,687	440,943	(23,744)	-5.1%	77.6%
Facility Services	430,230	423,835	426,899	3,064	0.7%	77.2%
Parks & Recreation	334,924	318,000	427,838	109,839	34.5%	73.7%
Finance	789,420	741,721	852,556	110,835	14.9%	78.9%
Fire & Emergency Services	1,205,808	1,326,725	1,303,952	(22,773)	-1.7%	86.5%
Municipal Court	380,557	409,010	441,393	32,383	7.9%	76.5%
Non-Departmental	1,446,145	312,659	2,989,428	2,676,769	856.1%	71.4%
Police	2,533,841	2,859,601	2,942,649	83,049	2.9%	83.4%
Public Works	690,375	619,861	539,687	(80,174)	-12.9%	84.3%
Total Expenditures	9,962,310	9,164,176	11,964,974	2,800,798	30.6%	77.0%

+ City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs.

This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through October which is 83.3% of the year.

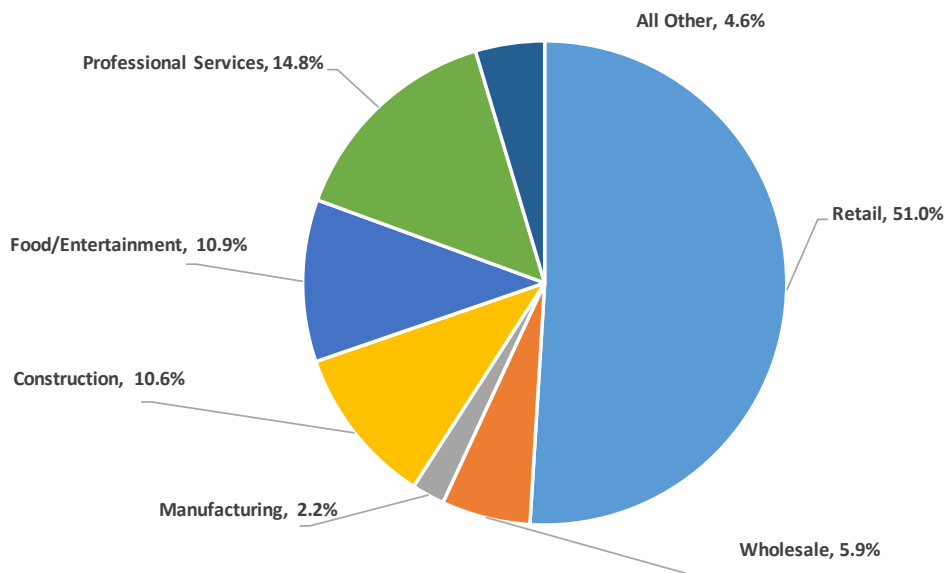


# October 2021 Monthly Financial Report

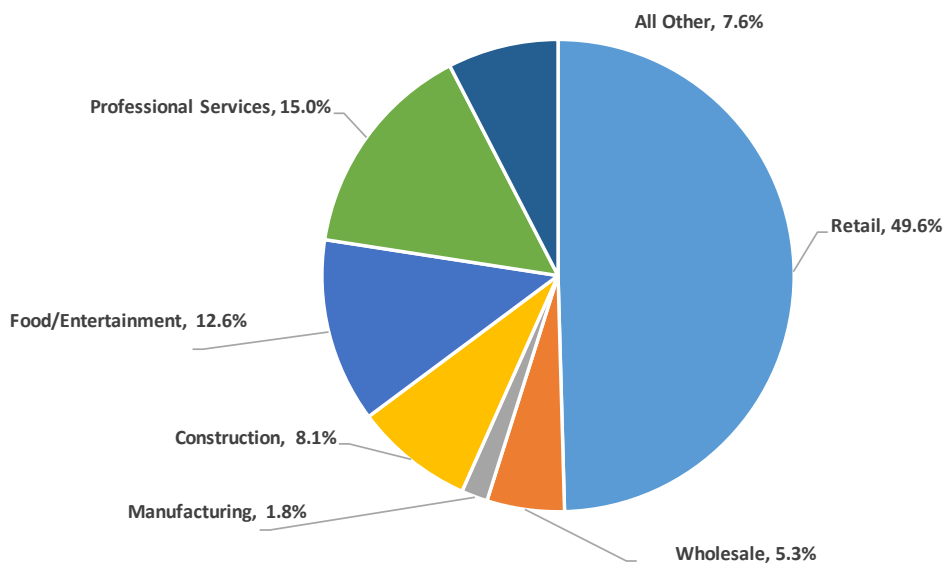
## City of Shelton, Washington

### Sales Tax Breakdown by Type

2021 thru October



October 2021



# October 2021 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

Fund	2021 Beginning Fund Balance	2021 Estimated Revenue	2021 Estimated Expenditure	2021 Estimated Fund Balance	\$ Change	% Change
<b>City-wide Fund Balances</b>						
General Fund	4,853,568	14,684,580	14,801,520	4,736,628	(116,940)	-2.4%
Street Fund	1,005,320	2,297,110	2,932,910	369,520	(635,800)	-63.2%
Capital Resource Funds						
Real Estate Excise Tax -1	-	382,680	47,290	335,390	335,390	
Real Estate Excise Tax -2	-	375,850	-	375,850	375,850	
Transport Benefit District	-	1,868,177	540,000	1,328,177	1,328,177	
Traffic Impact Fees	-	997,390	-	997,390	997,390	
General Resources	1,158,486	1,811,680	1,672,210	1,297,956	139,470	12.0%
Tourism Fund	93,406	56,690	61,880	88,216	(5,190)	-5.6%
Bond Fund	7,420	179,040	179,040	7,420	-	0.0%
Capital Improvement Fund	433,300	2,411,920	1,764,300	1,080,920	647,620	149.5%
Water Fund	2,459,274	2,966,730	3,743,670	1,682,334	(776,940)	-31.6%
Water Capital Fund	-	1,310,000	288,700	1,021,300	1,021,300	
Sewer Fund	4,557,689	6,405,960	7,481,840	3,481,809	(1,075,880)	-23.6%
Sewer Capital Fund	-	1,843,170	629,300	1,213,870	1,213,870	
Solid Waste Fund	1,017,457	18,560	18,690	1,017,327	(130)	0.0%
Storm Drainage Fund	380,739	875,700	934,780	321,659	(59,080)	-15.5%
Storm Drainage Capital Fund	-	35,000	20,000	15,000	15,000	
Payroll Benefits Fund	147,891	96,540	79,500	164,931	17,040	11.5%
Equipment Rental Fund	763,950	601,940	768,980	596,910	(167,040)	-21.9%
Firefighters Fund	539,841	10,360	76,460	473,741	(66,100)	-12.2%
Library Endowment Fund	121,570	630	-	122,200	630	0.5%
<b>City-wide Fund Totals</b>	<b>17,539,911</b>	<b>39,229,707</b>	<b>36,041,070</b>	<b>20,728,548</b>	<b>3,188,637</b>	<b>18.2%</b>

# October 2021 Monthly Financial Report

## City of Shelton, Washington

Fund	2021 Revised Budget	2021 thru October	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>General Fund</b>					
Taxes	8,534,370	7,341,936	9,224,620	690,250	8.1%
Licenses & Permits	285,100	257,361	283,200	(1,900)	-0.7%
Intergovernmental Revenue	1,910,680	2,037,764	2,100,480	189,800	9.9%
Charges for Goods/Services	2,902,620	2,333,610	2,859,800	(42,820)	-1.5%
Fines and Penalties	102,300	64,535	77,450	(24,850)	-24.3%
Miscellaneous Revenue	166,490	115,857	139,030	(27,460)	-16.5%
<b>Total Revenues</b>	<b>13,901,560</b>	<b>12,151,063</b>	<b>14,684,580</b>	<b>783,020</b>	<b>5.6%</b>
Wages	4,915,360	4,021,805	4,838,220	77,140	1.6%
Benefits	2,160,890	1,643,406	1,977,840	183,050	8.5%
Professional Services	3,046,430	2,279,496	2,866,600	179,830	5.9%
Transfers-Out	4,042,160	2,877,851	3,805,600	236,560	5.9%
Other	1,367,940	1,142,416	1,313,260	54,680	4.0%
<b>Total Expenditures</b>	<b>15,532,780</b>	<b>11,964,974</b>	<b>14,801,520</b>	<b>731,260</b>	<b>4.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,631,220)</b>	<b>186,089</b>	<b>(116,940)</b>	<b>1,514,280</b>	<b>-92.8%</b>

<b>Street Fund</b>					
Taxes	582,520	573,730	688,480	105,960	18.2%
Licenses & Permits	6,000	3,473	4,170	(1,830)	-30.5%
Intergovernmental Revenue	213,000	172,782	207,340	(5,660)	-2.7%
Charges for Goods/Services	53,000	46,316	55,580	2,580	4.9%
Miscellaneous Revenue	12,000	1,283	1,540	(10,460)	-87.2%
Transfers In	1,340,000	532,000	1,340,000	-	0.0%
<b>Total Revenues</b>	<b>2,206,520</b>	<b>1,329,584</b>	<b>2,297,110</b>	<b>90,590</b>	<b>4.1%</b>
Wages	324,360	278,125	333,740	(9,380)	-2.9%
Benefits	160,820	129,565	155,470	5,350	3.3%
Professional Services	197,960	88,328	105,990	91,970	46.5%
Transfers-Out	1,468,910	1,293,146	1,585,400	(116,490)	-7.9%
Other	800,810	635,200	752,310	48,500	6.1%
<b>Total Expenditures</b>	<b>2,952,860</b>	<b>2,424,365</b>	<b>2,932,910</b>	<b>19,950</b>	<b>0.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(746,340)</b>	<b>(1,094,781)</b>	<b>(635,800)</b>	<b>110,540</b>	<b>-14.8%</b>

<b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b>					
Taxes	50,000	138,121	175,000	125,000	250.0%
Miscellaneous Revenue	-	20	30	30	
Transfers In	72,500	207,648	207,650	135,150	186.4%
<b>Total Revenues</b>	<b>122,500</b>	<b>345,789</b>	<b>382,680</b>	<b>260,180</b>	<b>212.4%</b>
Transfers-Out	48,730	14,660	47,290	1,440	3.0%
<b>Total Expenditures</b>	<b>48,730</b>	<b>14,660</b>	<b>47,290</b>	<b>1,440</b>	<b>3.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>73,770</b>	<b>331,129</b>	<b>335,390</b>	<b>261,620</b>	<b>354.6%</b>

### Capital Resources Fund - REET 1 Notes

Revenues: Current activity includes transfers-in of REET 1 to separate the Capital Resource Funds

*\*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.*

# October 2021 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru October	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>					
Taxes	50,000	-	175,000	125,000	250.0%
Miscellaneous Revenue	-	21	30	30	
Transfers In	67,510	200,822	200,820	133,310	197.5%
<b>Total Revenues</b>	<b>117,510</b>	<b>200,843</b>	<b>375,850</b>	<b>258,340</b>	<b>219.8%</b>
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Revenues Less Expenditures</b>	<b>117,510</b>	<b>200,843</b>	<b>375,850</b>	<b>258,340</b>	<b>219.8%</b>

#### Capital Resources Fund - REET 2 Notes

Revenues: Current activity includes transfers-in of REET 2 to separate the Capital Resource Funds

#### Capital Resources -Transportation Benefit District (TBD)

Miscellaneous Revenue	-	137	180	180	
Transfers In	550,310	1,717,997	1,867,997	1,317,687	239.4%
<b>Total Revenues</b>	<b>550,310</b>	<b>1,718,134</b>	<b>1,868,177</b>	<b>1,317,867</b>	<b>239.5%</b>
Transfers-Out	140,000	-	540,000	(400,000)	-285.7%
<b>Total Expenditures</b>	<b>140,000</b>	<b>-</b>	<b>540,000</b>	<b>(400,000)</b>	<b>-285.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>410,310</b>	<b>1,718,134</b>	<b>1,328,177</b>	<b>917,867</b>	<b>223.7%</b>

#### Capital Resources Fund - TBD Notes

Revenues: Current activity includes transfers-in of TBD to separate the Capital Resource Funds

#### Capital Resources - Traffic Impact Fees (TIF)

Charges for Goods/Services	40,000	-	7,500	(32,500)	-81.3%
Miscellaneous Revenue	-	79	100	100	
Transfers In	722,500	989,791	989,790	267,290	37.0%
<b>Total Revenues</b>	<b>762,500</b>	<b>989,870</b>	<b>997,390</b>	<b>234,890</b>	<b>30.8%</b>
Transfers-Out	-	-	-	-	
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Revenues Less Expenditures</b>	<b>762,500</b>	<b>989,870</b>	<b>997,390</b>	<b>234,890</b>	<b>30.8%</b>

#### Capital Resources Fund - TIF Notes

Revenues: Current activity includes transfers-in of TIF to separate the Capital Resource Funds

#### Capital Resources - General

Taxes	-	50,854	50,850	50,850	
Charges for Goods/Services	-	47,667	47,670	47,670	
Miscellaneous Revenue	-	857	1,000	1,000	
Transfers In	1,712,160	1,712,161	1,712,160	-	0.0%
<b>Total Revenues</b>	<b>1,712,160</b>	<b>1,811,539</b>	<b>1,811,680</b>	<b>99,520</b>	<b>5.8%</b>
Transfers-Out	498,100	1,672,207	1,672,210	(1,174,110)	-235.7%
<b>Total Expenditures</b>	<b>498,100</b>	<b>1,672,207</b>	<b>1,672,210</b>	<b>(1,174,110)</b>	<b>-235.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>1,214,060</b>	<b>139,332</b>	<b>139,470</b>	<b>(1,074,590)</b>	<b>-88.5%</b>

#### Capital Resources Fund - General Notes

Revenues: Current activity includes transfers-out to separate the Capital Resource Funds leaving ARPA funds

\*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# October 2021 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru October	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Tourism Fund</b>					
Taxes	36,000	47,182	56,620	20,620	57.3%
Miscellaneous Revenue	1,700	58	70	(1,630)	-95.9%
<b>Total Revenues</b>	<b>37,700</b>	<b>47,240</b>	<b>56,690</b>	<b>18,990</b>	<b>50.4%</b>
Professional Services	61,880	36,880	61,880	-	0.0%
<b>Total Expenditures</b>	<b>61,880</b>	<b>36,880</b>	<b>61,880</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(24,180)</b>	<b>10,360</b>	<b>(5,190)</b>	<b>18,990</b>	<b>-78.5%</b>
<b>Bond Fund</b>					
Taxes	-	198	240	240	
Transfers In	184,490	56,386	178,800	(5,690)	-3.1%
<b>Total Revenues</b>	<b>184,490</b>	<b>56,584</b>	<b>179,040</b>	<b>(5,450)</b>	<b>-3.0%</b>
Other	184,490	56,386	179,040	5,450	3.0%
<b>Total Expenditures</b>	<b>184,490</b>	<b>56,386</b>	<b>179,040</b>	<b>5,450</b>	<b>3.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>198</b>	<b>-</b>	<b>-</b>	
<b>Capital Improvement Fund</b>					
Intergovernmental Revenue	200,000	6,006	200,000	-	0.0%
Charges for Goods/Services	232,000	-	232,000	-	0.0%
Transfers In	1,979,920	1,279,766	1,979,920	-	0.0%
<b>Total Revenues</b>	<b>2,411,920</b>	<b>1,285,772</b>	<b>2,411,920</b>	<b>-</b>	<b>0.0%</b>
Professional Services	-	30,772	36,930	(36,930)	
Transfers-Out	862,510	862,456	862,510	-	0.0%
Other	2,025,220	229,937	864,860	1,160,360	1.3%
<b>Total Expenditures</b>	<b>2,887,730</b>	<b>1,123,165</b>	<b>1,764,300</b>	<b>1,123,430</b>	<b>38.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>(475,810)</b>	<b>162,607</b>	<b>647,620</b>	<b>1,123,430</b>	<b>-236.1%</b>
<b>Water Fund</b>					
Intergovernmental Revenue	-	2,939	2,930	2,930	
Charges for Goods/Services	2,487,440	2,398,553	2,878,270	390,830	15.7%
Miscellaneous Revenue	87,790	71,284	85,530	(2,260)	-2.6%
<b>Total Revenues</b>	<b>2,575,230</b>	<b>2,472,776</b>	<b>2,966,730</b>	<b>391,500</b>	<b>15.2%</b>
Wages	562,980	377,102	452,530	110,450	19.6%
Benefits	291,090	162,994	195,600	95,490	32.8%
Professional Services	113,380	218,631	172,900	(59,520)	-52.5%
Transfers-Out	1,310,000	-	1,310,000	-	0.0%
Other	1,604,610	1,261,208	1,612,640	(8,030)	-0.5%
<b>Total Expenditures</b>	<b>3,882,060</b>	<b>2,019,935</b>	<b>3,743,670</b>	<b>138,390</b>	<b>3.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,306,830)</b>	<b>452,841</b>	<b>(776,940)</b>	<b>529,890</b>	<b>-40.5%</b>
<b>Water Capital Fund</b>					
Transfers In	1,310,000	-	1,310,000	-	0.0%
<b>Total Revenues</b>	<b>1,310,000</b>	<b>-</b>	<b>1,310,000</b>	<b>-</b>	<b>0.0%</b>
Other	1,310,000	-	288,700	1,021,300	78.0%
<b>Total Expenditures</b>	<b>1,310,000</b>	<b>-</b>	<b>288,700</b>	<b>1,021,300</b>	<b>78.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>1,021,300</b>	<b>1,021,300</b>	

\*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# October 2021 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru October	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Sewer Fund</b>					
Intergovernmental Revenue	-	13,403	13,400	13,400	
Charges for Goods/Services	5,996,890	5,259,476	6,201,180	204,290	3.4%
Miscellaneous Revenue	175,000	178,643	191,380	16,380	9.4%
<b>Total Revenues</b>	<b>6,171,890</b>	<b>5,451,522</b>	<b>6,405,960</b>	<b>234,070</b>	<b>3.8%</b>
Wages	730,980	565,927	679,130	51,850	7.1%
Benefits	386,450	245,715	294,920	91,530	23.7%
Professional Services	618,430	369,459	436,790	181,640	29.4%
Transfers-Out	1,843,170	-	1,843,170	-	0.0%
Other	4,270,360	4,041,613	4,227,830	42,530	1.0%
<b>Total Expenditures</b>	<b>7,849,390</b>	<b>5,222,713</b>	<b>7,481,840</b>	<b>367,550</b>	<b>4.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,677,500)</b>	<b>228,809</b>	<b>(1,075,880)</b>	<b>601,620</b>	<b>-35.9%</b>
<b>Sewer Capital Fund</b>					
Transfers In	1,843,170	-	1,843,170	-	0.0%
<b>Total Revenues</b>	<b>1,843,170</b>	<b>-</b>	<b>1,843,170</b>	<b>-</b>	<b>0.0%</b>
Other	1,843,170	-	629,300	1,213,870	65.9%
<b>Total Expenditures</b>	<b>1,843,170</b>	<b>-</b>	<b>629,300</b>	<b>1,213,870</b>	<b>65.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>1,213,870</b>	<b>1,213,870</b>	
<b>Solid Waste Fund</b>					
Intergovernmental Revenue	450,000	15,593	17,760	(432,240)	-96.1%
Miscellaneous Revenue	-	663	800	800	
<b>Total Revenues</b>	<b>450,000</b>	<b>16,256</b>	<b>18,560</b>	<b>(431,440)</b>	<b>-95.9%</b>
Professional Services	331,810	15,368	18,440	313,370	94.4%
Other	450,000	212	250	449,750	99.9%
<b>Total Expenditures</b>	<b>781,810</b>	<b>15,581</b>	<b>18,690</b>	<b>763,120</b>	<b>97.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>(331,810)</b>	<b>675</b>	<b>(130)</b>	<b>331,680</b>	<b>-100.0%</b>
<b>Storm Drainage Fund</b>					
Intergovernmental Revenue	25,000	75,935	75,940	50,940	203.8%
Charges for Goods/Services	960,000	649,545	799,460	(160,540)	-16.7%
Miscellaneous Revenue	4,000	247	300	(3,700)	-92.5%
<b>Total Revenues</b>	<b>989,000</b>	<b>725,727</b>	<b>875,700</b>	<b>(113,300)</b>	<b>-11.5%</b>
Wages	460,840	194,029	232,830	228,010	49.5%
Benefits	213,560	88,188	105,830	107,730	50.4%
Professional Services	114,900	67,278	75,740	39,160	34.1%
Transfers-Out	35,000	-	35,000	-	0.0%
Other	514,460	383,208	485,380	29,080	5.7%
<b>Total Expenditures</b>	<b>1,338,760</b>	<b>732,703</b>	<b>934,780</b>	<b>403,980</b>	<b>30.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>(349,760)</b>	<b>(6,976)</b>	<b>(59,080)</b>	<b>290,680</b>	<b>-83.1%</b>
<b>Storm Drainage Fund Notes</b>					
Expenditures: Currently wages and benefits are esimated to be less than 50% of budget.					
<b>Storm Drainage Capital Fund</b>					
Transfers In	35,000	-	35,000	-	0.0%
<b>Total Revenues</b>	<b>35,000</b>	<b>-</b>	<b>35,000</b>	<b>-</b>	<b>0.0%</b>
Other	35,000	-	20,000	15,000	42.9%
<b>Total Expenditures</b>	<b>35,000</b>	<b>-</b>	<b>20,000</b>	<b>15,000</b>	<b>42.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>15,000</b>	<b>15,000</b>	

\*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# October 2021 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru October	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Payroll Benefits Fund</b>					
Charges for Goods/Services	40,000	35,632	42,760	2,760	6.9%
Miscellaneous Revenue	1,900	265	320	(1,580)	-83.2%
Transfers In	164,800	23,750	53,460	(111,340)	-67.6%
<b>Total Revenues</b>	<b>206,700</b>	<b>59,646</b>	<b>96,540</b>	<b>(110,160)</b>	<b>-53.3%</b>
Benefits	206,700	46,394	79,500	127,200	61.5%
<b>Total Expenditures</b>	<b>206,700</b>	<b>46,394</b>	<b>79,500</b>	<b>127,200</b>	<b>61.5%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>13,252</b>	<b>17,040</b>	<b>17,040</b>	

#### Payroll Benefits Fund Notes

Revenues & Expenditures: Estimated expenditures for benefits have decreased and transfers in are adjusted accordingly.

<b>Equipment Maint &amp; Rental Fund</b>					
Intergovernmental Revenue	-	84	100	100	
Charges for Goods/Services	685,000	491,503	589,800	(95,200)	-13.9%
Miscellaneous Revenue	7,000	10,027	12,040	5,040	72.0%
<b>Total Revenues</b>	<b>692,000</b>	<b>501,614</b>	<b>601,940</b>	<b>(90,060)</b>	<b>-13.0%</b>
Wages	93,960	76,069	91,280	2,680	2.9%
Benefits	49,310	38,743	46,480	2,830	5.7%
Professional Services	38,340	506	610	37,730	98.4%
Other	780,400	570,760	630,610	149,790	19.2%
<b>Total Expenditures</b>	<b>962,010</b>	<b>686,077</b>	<b>768,980</b>	<b>193,030</b>	<b>20.1%</b>
<b>Net Revenues Less Expenditures</b>	<b>(270,010)</b>	<b>(184,463)</b>	<b>(167,040)</b>	<b>102,970</b>	<b>-38.1%</b>

<b>Firefighter's Pension Fund</b>					
Taxes	100	-	-	(100)	-100.0%
Intergovernmental Revenue	9,650	8,296	9,960	310	3.2%
Miscellaneous Revenue	8,000	331	400	(7,600)	-95.0%
Transfers In	121,220	-	-	(121,220)	-100.0%
<b>Total Revenues</b>	<b>138,970</b>	<b>8,627</b>	<b>10,360</b>	<b>(128,610)</b>	<b>-92.5%</b>
Benefits	93,570	59,960	76,460	17,110	18.3%
Professional Services	5,000	-	-	5,000	100.0%
<b>Total Expenditures</b>	<b>98,570</b>	<b>59,960</b>	<b>76,460</b>	<b>22,110</b>	<b>22.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>40,400</b>	<b>(51,332)</b>	<b>(66,100)</b>	<b>(106,500)</b>	<b>-263.6%</b>

#### Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2021.

<b>Library Endowment Fund</b>					
Miscellaneous Revenue	2,700	527	630	(2,070)	-76.7%
<b>Total Revenues</b>	<b>2,700</b>	<b>527</b>	<b>630</b>	<b>(2,070)</b>	<b>-76.7%</b>
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Revenues Less Expenditures</b>	<b>2,700</b>	<b>527</b>	<b>630</b>	<b>(2,070)</b>	<b>-76.7%</b>

\*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 09/24/2021  
Brief Date: 01/04/2022  
Action Date: 01/18/2022

Department: Public Works Engineering

Presented By: City Engineer Ken Gill and Senior Transportation Planner Ryan Shea with SCJ Alliance

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Local Road Safety Plan

☐

Ordinance

☒ Dept. Head

JH

#### ATTACHMENTS:

☐

Resolution

☐ Finance Director

Local Road Safety Plan

Resolution No. 1222-1221

☐ Attorney

Power Point Presentation

☒

Motion

☒ City Clerk

2022 City Safety Program Application for Funding

☐

Other

☒ City Manager

JN

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City of Shelton is actively pursuing improvements to reduce crashes and enhance safety for our streets, crosswalks, and pedestrian paths. In 2021 council budgeted \$30K to prepare a Local Roads Safety Plan to support a grant application in 2022. At the September 24<sup>th</sup>, 2021 Study Session Ryan Shea presented the attached slide presentation that included crash history, risk factors, preliminary corridor assessment, potential countermeasures, and next steps.

Council identified key areas of observed or reported near misses and directed staff to focus on these areas in addition to historical crash data. Staff incorporated recommendations for the mid-block pedestrian crossing at Wallace Kneeland and Oakland Bay Jr High School as described in section 5.2. Staff have also met with Robert Herron, Director of Construction Services and Cedar High School Principal Amber Hosford with the Shelton School District, listened to District concerns and incorporated projects for E K Street and N 13<sup>th</sup> Street/Shelton Springs Road in section 5.7.2 and 5.7.5 of the attached draft Local Road Safety Plan.

Ryan and SCJ staff have prepared this Local Road Safety Plan (LRSP) following the risk-based, data-driven analytical procedures outlined in guidance provided by the Washington State Department of Transportation (WSDOT) Local Programs Division. This guidance is designed to support WSDOT's efforts to implement the Target Zero – Washington State Strategic Highway Safety Plan which relies on a data-based approach that analyzes crash trends and contributing factors in the development of successful crash reduction strategies.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Decline to adopt the plan and miss out on the ability to apply for \$35M of federal Highway Safety Improvement Program (HSIP) funds. Attached application is due March 4, 2022.

### BUDGET/FISCAL INFORMATION:

If funding is awarded in 2023, 10% matching funding would need to be included in the 2024 budget.



PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

Staff requests: *"I move to forward Resolution No. 1222-1221 and the attached items for the Local Roads Safety Plan to the January 18<sup>th</sup> council meeting action agenda".*

# Local Road Safety Plan

City of Shelton  
Shelton, WA

**Prepared For:**

City of Shelton

**Prepared By:**

SCJ Alliance

8730 Tallon Lane NE, Suite 200

Lacey, WA 98516

360.352.1465

December 2021



# Draft Local Road Safety Plan

## Project Information

Project: Local Road Safety Plan

Prepared for: City of Shelton  
525 W. Cota Street  
Shelton, WA 98584

## Reviewing Agency

Jurisdiction: City of Shelton

## Project Representative

Prepared by: SCJ Alliance  
8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516  
360.352.1465  
scjalliance.com

Contact: Ryan Shea, PTP, Senior Transportation Planner  
Eric Johnston, PE, Vice President

Project Reference: SCJ #615.OCA

Path: N:\Projects\0615 City of Shelton\0615.OCA  
Local Road Safety Plan\04-Dels\2021-1215 Draft  
Local Road Safety Plan.docx

## Signature

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

---

Prepared by Ryan Shea, PTP and Anne Sylvester, PTE

---

Approved by Eric Johnston, PE

# Table of Contents

<b>1</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.1	Purpose of the Study .....	1
1.2	Analysis Methodology .....	1
1.3	Study Area .....	1
1.4	Report Content and Organization .....	2
<b>2</b>	<b>ANALYSIS OF HISTORIC CRASH DATA .....</b>	<b>4</b>
2.1	Severe Crashes .....	4
2.2	Pedestrian and Bicycle Crashes .....	4
2.3	Corridor Crashes .....	7
2.4	Intersection Crashes .....	7
2.5	Comparison with Western Washington .....	14
<b>3</b>	<b>SELECTION OF MOST COMMON RISK FACTORS .....</b>	<b>16</b>
<b>4</b>	<b>IDENTIFICATION OF HIGH PRIORITY LOCATIONS .....</b>	<b>17</b>
4.1	Selection of High Priority Locations based on Technical Analysis .....	17
4.2	Local Input .....	17
<b>5</b>	<b>IDENTIFICATION OF COUNTERMEASURES FOR HIGH PRIORITY CORRIDORS .....</b>	<b>20</b>
5.1	Olympic Highway N .....	20
5.2	Wallace Kneeland Boulevard .....	21
5.3	N 7 <sup>th</sup> Street .....	22
5.4	W Railroad Avenue .....	23
5.5	S 1 <sup>st</sup> Street (SR 3) .....	24
5.6	Olympic Highway S (SR 3) .....	25
5.7	Additional Local Concern Locations .....	27
<b>6</b>	<b>PRIORITIZED LIST OF COUNTERMEASURES .....</b>	<b>32</b>

## List of Tables

Table 1. Summary of Crash Data for 20 Highest Corridors .....	9
Table 2. Data Summary for Signalized Intersections with More than Five Crashes .....	11
Table 3. Data Summary for Unsignalized Intersections with More than Five Crashes.....	12
Table 4. Comparison of Crash Factors Present on City Streets in Severe Crashes .....	15
Table 5. Countermeasure Prioritization and Cost Estimates .....	32

## List of Figures

Figure 1. Study Area and Vicinity .....	3
Figure 2. 2016-2020 Crashes in Shelton .....	5
Figure 3. 2016-2020 Severe Crashes in Shelton.....	6
Figure 4. 2016-2020 Bicycle and Pedestrian Crashes in Shelton .....	8
Figure 5. Priority Corridors and Local Safety Concern Locations.....	19
Figure 6. Olympic Highway N Unsignalized Pedestrian Crossing Locations.....	20
Figure 7. Wallace Kneeland Boulevard Mid-Block Pedestrian Crossing .....	22
Figure 8. W Railroad Avenue Between 8 <sup>th</sup> Street and 1 <sup>st</sup> Street.....	23
Figure 9. Olympic Highway S Mid-Block Pedestrian Crossing .....	26
Figure 10. Mountain View Elementary School.....	28
Figure 11. Westbound Pine Street approaching N 1 <sup>st</sup> Street.....	29
Figure 12. E Fir Street approaching Magnolia Avenue.....	30
Figure 13. N 13 <sup>th</sup> Street/Shelton Springs Road Intersection .....	31

*This page intentionally left blank.*

# 1 INTRODUCTION

The City of Shelton is actively pursuing improvements to reduce crashes and enhance safety for its multimodal transportation system. As part of that effort, the city has prepared this *Local Road Safety Plan* (LRSP) following the risk-based, data-driven analytical procedures outlined in guidance provided by the Washington State Department of Transportation (WSDOT) Local Programs Division. This guidance is designed to support WSDOT's efforts to implement the *Target Zero – Washington State Strategic Highway Safety Plan* which relies on a data-based approach that analyzes crash trends and contributing factors in the development of successful crash reduction strategies.

## 1.1 Purpose of the Study

The purpose of this plan is to improve safety for different modes of transportation along city streets through the analysis of crash data, identifying and prioritizing risk factors that impact safety and establishing and prioritizing engineering countermeasures and strategies that reduce the number and severity of crashes in the city.

## 1.2 Analysis Methodology

The Local Road Safety Plan follows the WSDOT's recommended approach for developing a prioritized list of engineering countermeasures. Analysis was conducted following a multi-step process that relied on five years of crash data (2016 through 2020). The multi-step process includes:

1. Evaluate crash data to identify crashes with a fatality and/or a serious injury and characterize crash types and locations that have an average of one crash or more per year.
2. Based on this data, identify key risk factors which contribute to the crashes identified in the city of Shelton and compared to an average of risk factors for Western Washington in the aggregate. Risk factors were categorized into three priority levels based on significance in relation to the reported severe crashes.
3. Select the most common risk factors and group these by priority level based on their significance in relation to the reported severe crashes.
4. Identify and score high priority crash locations.
5. Identify countermeasures to address the types of crashes in the high priority locations.
6. Develop a prioritized list of projects including both systemic and spot improvements and cost estimates.

## 1.3 Study Area

The study area for the Shelton Local Road Safety Plan includes the entire city of Shelton. The population of Shelton was 9,834 in 2010, growing to an estimated 10,390 by 2020<sup>1</sup>. This data indicates that the population in Shelton grew by over 5.6 percent during the ten years between 2010 and 2020. The population of Mason County in 2010 was 60,699 of which Shelton represented 15.5 percent. By 2020,

---

<sup>1</sup> [https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/ofm\\_april1\\_poptrends.pdf](https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/ofm_april1_poptrends.pdf)



Mason County's population was estimated to increase to 65,650<sup>2</sup> of which Shelton was 15.8 percent indicating that Shelton is growing more rapidly than Mason County. Based on projections from the Washington Office of Financial Management, Shelton's population is expected to grow to approximately 85,000 by 2040, an increase of 29.5 percent<sup>3</sup>.

As the Mason County seat, Shelton is a governmental employment, health care and educational center for the county. Government is the largest employer in the county, followed by the service industry and retail industry. Shelton is also a bedroom community for persons employed in Bremerton, including the Kitsap Naval Base.

**Figure 1** illustrates the boundaries of the City of Shelton and its general location in Western Washington. The figure also identifies key roadway corridors which include US 101, Wallace Kneeland Boulevard, Olympic Highway North, Alder Street, First Street, Railroad Avenue, SR 3 (which includes portions of Pine Street, Front Street, Railroad Avenue, First Street and Olympic Highway South). US 101 serves as the major roadway connection between Shelton and the region, linking to the Aberdeen/Hoquiam area to the southwest and Olympia to the southeast. As a grade-separated state highway facility with limited access, crash data from US 101 has not been included in the analysis presented in this report. Both US 101 and SR 3 are freight and commuter routes.

## 1.4 Report Content and Organization

This report is organized into six chapters, the first of which is this Introduction. **Chapter 2** identifies and discusses historic crash data in the City of Shelton (2016 through 2020) with an emphasis on what are characterized as "severe" crashes. These include crashes that result in fatalities and/or serious injury. Chapter 2 also presents historic data for bicycle and pedestrian crashes in the city. Crash data is stratified by both corridors and intersections focusing on the top twenty corridors and intersections that averaged at least one crash per year. Chapter 2 also includes a summary of risk factors by number and percent for severe crashes in Shelton in comparison with Western Washington.

**Chapter 3** documents the most common risk factors as identified through analysis of the crash data presented in Chapter 2. Risk factors were categorized into two priority levels based on significance in relation to the reported severe crashes.

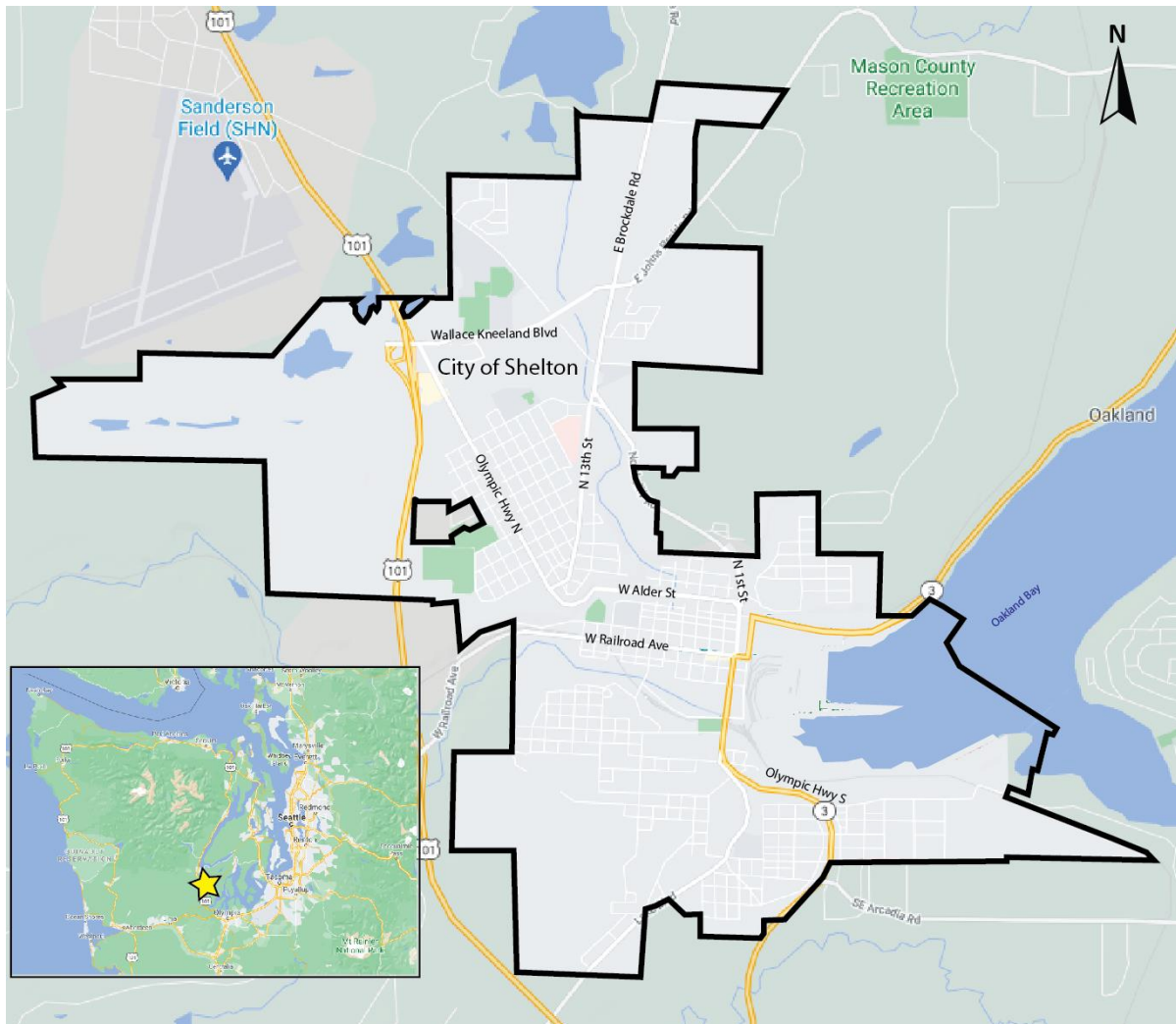
**Chapter 4** identifies high priority crash locations using the Level 1 risk factors identified in Chapter 3. Each risk factor is scored on a relative scale in terms of the number of crashes that are affected by these factors. Scoring criteria include Low number of crashes associated with a specific risk factor, medium number of crashes and High number of crashes. The low, medium, and high levels are given points which are assigned to each corridor and risk factor. Total points for each corridor are summed and corridors ranked based on this total.

---

<sup>2</sup> [https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/ofm\\_april1\\_poptrends.pdf](https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/ofm_april1_poptrends.pdf)

<sup>3</sup> [https://ofm.wa.gov/sites/default/files/public/dataresearch/pop/GMA/projections17/GMA\\_2017\\_county\\_pop\\_projections.pdf](https://ofm.wa.gov/sites/default/files/public/dataresearch/pop/GMA/projections17/GMA_2017_county_pop_projections.pdf)

**Figure 1. Study Area and Vicinity**



**Chapter 5** discusses the identification of countermeasures for each of the high priority corridors based on the likely effectiveness of the countermeasure in addressing the relevant types of crashes and risk factors at each location.

**Chapter 6** presents a further refinement of the identification of countermeasures in the high priority corridors focusing on both systemic measures that can be implemented throughout the city and spot locations where specific countermeasures can be applied. For systemic improvements, applicable locations were identified, and planning level cost estimates were prepared. For spot improvements, the discussion focuses on specific activities that can be implemented at these priority locations along with planning level cost estimates.

## 2 ANALYSIS OF HISTORIC CRASH DATA

Historical crash data was obtained for the City of Shelton for the five-year time period from January 1, 2016 through December 31, 2020. Crash data is collected by WSDOT from all crash reports completed by responding law enforcement officials. Crash data includes information related to crash circumstances, locations, driver behaviors, contributing factors, and severity including degree of injury. This data can be used to identify the factors that most clearly indicate the reasons why a crash occurred and provide the basis for developing engineering, education, or enforcement countermeasures.

WSDOT crash data included all streets within the city limits of Shelton plus portions of SR 3 along Pine Street, Front Street, Railroad Avenue, First Street and Olympic Highway South. As noted in the Introduction, US 101 through the city is not included in the database or the analysis conducted for this report as it is a limited access, grade-separated facility through the city.

During the five-year analysis period, there were a total of 832 crashes with 632 crashes occurring on City-operated streets and 200 crashes occurring on SR 3 which is operated by WSDOT. **Figure 2** presents a graphic image of these crashes by location. The more intense the colors in the figure, the greater the number of crashes that occurred during the five-year period. Of particular significance for the analysis presented in this report are severe crashes and those involving bicyclists and/or pedestrians. These crashes are discussed in the following sections and illustrated in Figures 3 and 4.

### 2.1 Severe Crashes

Of the 832 total crashes on Shelton streets, two crashes resulted in a fatality and 14 resulted in a serious injury. Fatalities represent a total of 0.02 percent of all crashes in the city, while serious injuries represent a total of 1.7 percent of citywide crashes. Fatal and serious injury crashes, referred to in this report as severe crashes, are the focus of the Local Road Safety Plan. Of the 16 severe crashes, four occurred on SR 3 within the city limits, three occurred on Olympic Highway North, and the remaining nine occurred on other streets. **Figure 3** shows the location of the 16 severe collisions during the five-year study period.

Seven severe crashes occurred at intersections, and four of those crashes occurred at intersections that do not have traffic signals. None of the seven intersections experienced more than one severe crash during the 2016-2020 study period. Figure 3 does not show crashes that occurred on US 101 as this is a limited access facility under the jurisdiction of WSDOT.

### 2.2 Pedestrian and Bicycle Crashes

There were 38 total crashes in Shelton during the study period which involved a pedestrian or bicyclist. Ten, or 26 percent, of these crashes resulted in a serious injury or a fatality, eight for pedestrians and two for bicyclists. This high percentage out of all bicycle and pedestrian crashes compares to the low percentage that severe crashes represent out of total citywide crashes - less than 2 percent. This high bicycle and pedestrian percentage is indicative of the much higher level of risk assumed by vulnerable bicyclists and pedestrians as they use the multimodal transportation system.

Figure 2. 2016-2020 Crashes in Shelton

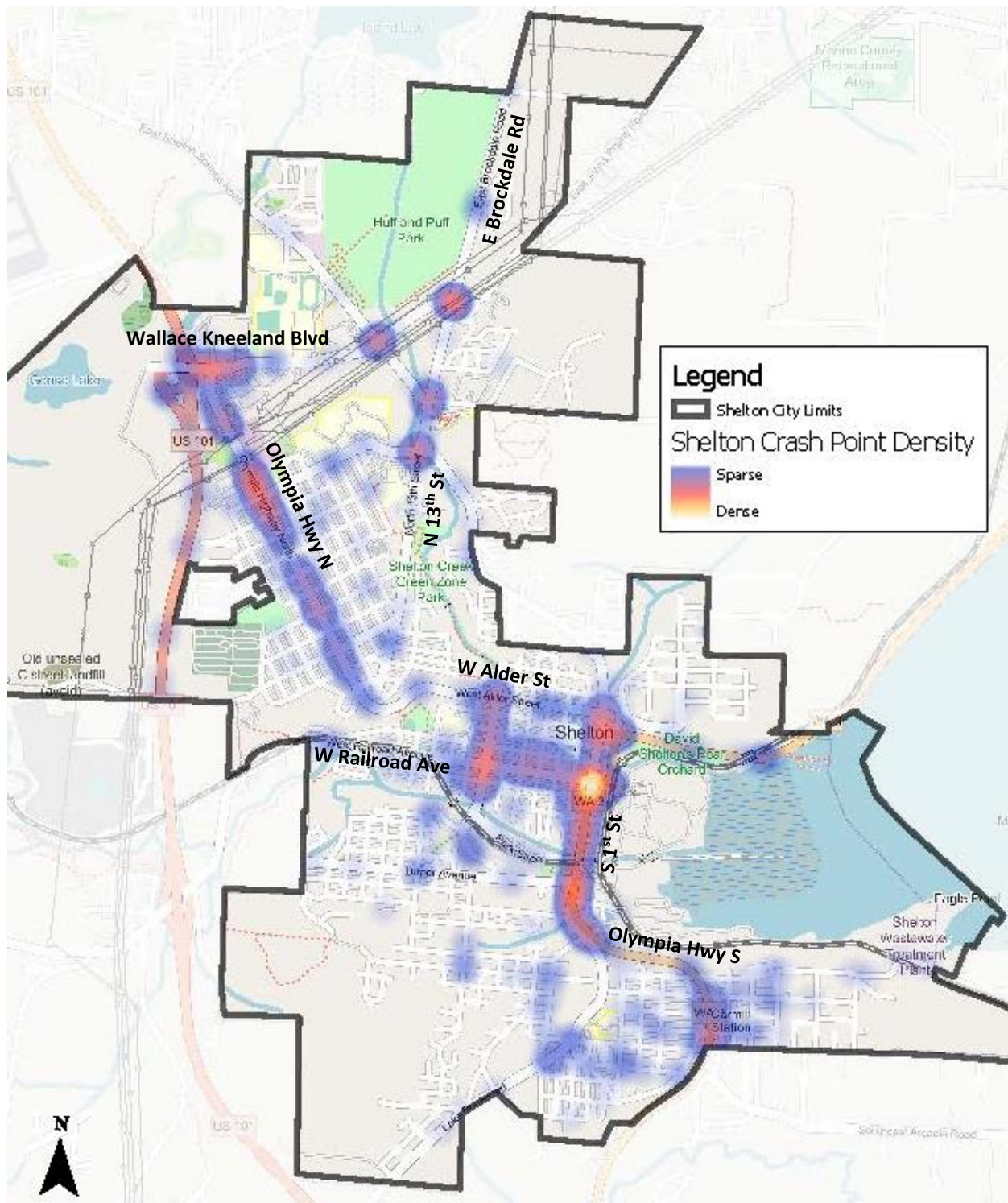
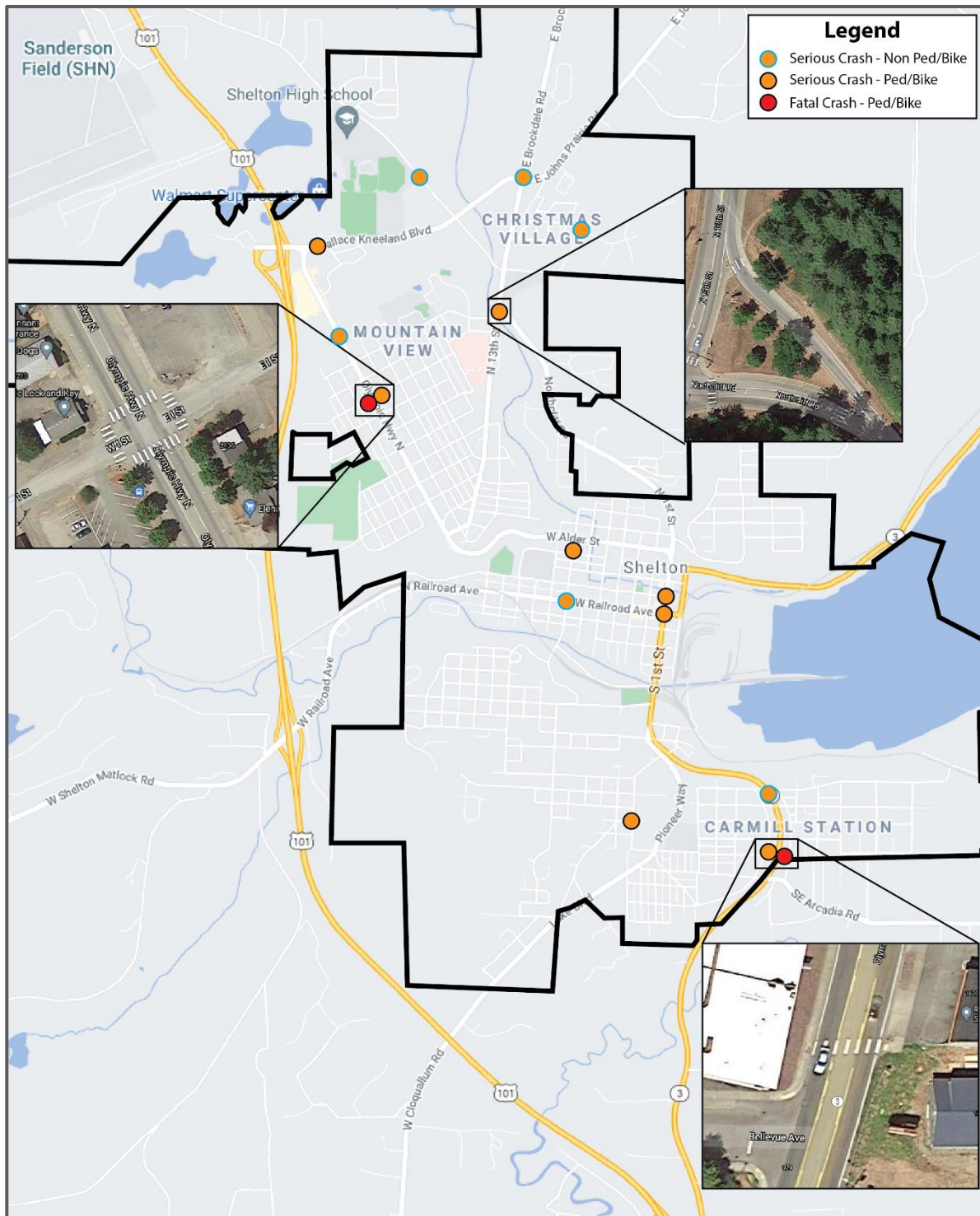




Figure 3. 2016-2020 Severe Crashes in Shelton



**Figure 4** shows the location of the pedestrian and bicycle crashes. The locations where the most severe pedestrian and bicycle crashes occurred are:

- Olympic Highway North in the vicinity of I Street (one fatal crash and one serious injury crash both of which involved pedestrians)
- SR 3 in the vicinity of Bellevue Avenue (also one fatal crash and one serious injury crash both of which involved pedestrians)
- Serious injury pedestrian crashes also occurred on:
  - Wallace Kneeland Boulevard in the vicinity of Olympic Highway North
  - 13<sup>th</sup> Street at Northcliff Road
  - SR 3 at Railroad Avenue
  - Seattle Avenue west of 2<sup>nd</sup> Street
- Serious injury bicyclist crashes also occurred on:
  - 1<sup>st</sup> Street at Franklin Street
  - 7<sup>th</sup> Street west of Pine Street

## 2.3 Corridor Crashes

The analysis of crash data included identification of the 20 street corridors within the city where the most crashes occurred. **Table 1** summarizes this data including both crashes by type and a description of key corridor characteristics such as segment length, functional classification, number of travel lanes and posted speed limit. As shown in the table, common crash types in the 20 highest corridors include rear end, sideswipe, right turns, head-on, hitting a parked vehicle, left turns, angles, hitting fixed objects, pedestrians, bicyclists (pedal cyclists) and “other”.

**South 1<sup>st</sup> Street** led the list of corridors with the highest number of crashes – 116 in five years or an average of 23 per year over its 0.40-mile length between Mill Street and Railroad Avenue. This street is a portion of SR 3 through the heart of the city and designated as a Principal Arterial.

**Olympic Highway North** between Alder Street and Wallace Kneeland Boulevard experienced 115 crashes over five years with essentially the same annual average of 23 crashes per year. This corridor is a designated Principal Arterial and a total of 1.05 miles in length.

The corridor with the third highest number of crashes over the five-year period is **Olympic Highway South**, another portion of SR 3 through the city. This highway segment is 1.25 miles long between the south city limits and Mill Street and experienced 51 crashes over five years or about ten crashes per year.

## 2.4 Intersection Crashes

This section presents a discussion of severe crashes at intersections in the City of Shelton that occurred during the five-year analysis period. **Table 2** includes data for signalized intersections, while **Table 3** shows data for unsignalized intersections.

Figure 4. 2016-2020 Bicycle and Pedestrian Crashes in Shelton

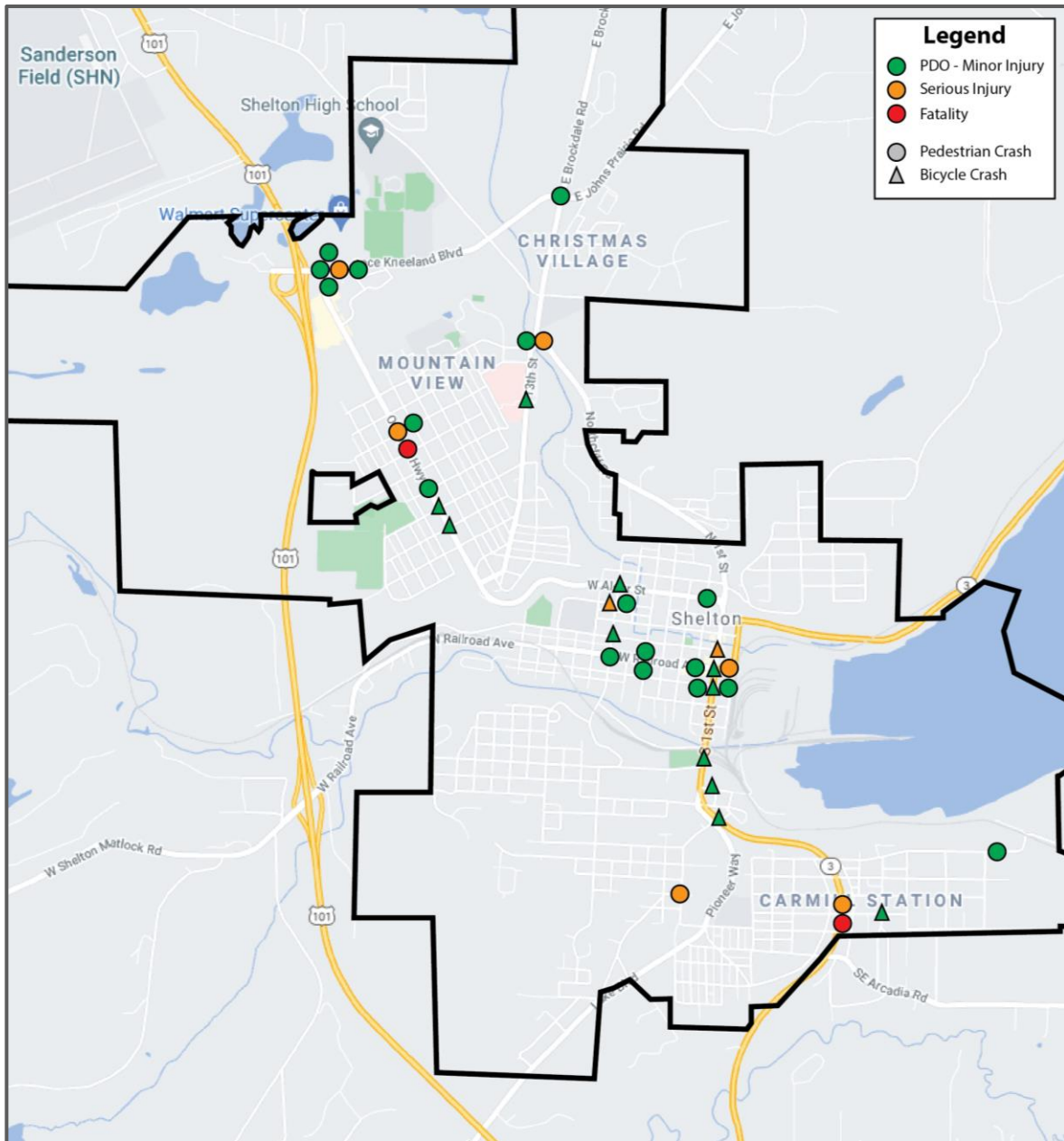


Table 1. Summary of Crash Data for 20 Highest Corridors

Corridor	Segment	Segment Length (Miles)	Functional Classification	Number of Travel Lanes	Speed Limit	Existing Crashes by Type											
						Rear-end	Sideswipe	Right Turn	Head On	Parked Vehicle	Left Turn	Angle	Fixed Object	Pedestrian	Pedal cyclist	Other	Total (Severe)
S 1 <sup>st</sup> Street (SR 3)	Mill Street to Railroad Avenue	0.40	Principal Arterial	2 Thru & TWLTL	25	66	2	2	1	1	8	20	9	3 (1)	3	1	116 (1)
Olympic Highway N	W Alder Street to E Wallace Kneeland Boulevard	1.05	Principal Arterial	2 thru & TWLTL	30	26	7	5	2	6	3	49 (1)	8	4 (2)	2	3	115 (3)
Olympic Highway S (SR 3)	City limits to Mill Street	1.25	Principal Arterial	2 Thru & TWLTL	30	16	6	1 (1)	1	1	2	12	7	2 (2)	1	2	51 (3)
Wallace Kneeland Boulevard	Olympic Highway N to Shelton Springs Road	0.55	Principal Arterial	4 thru & TWLTL	30	10	5	1	0	0	6	11	3	4 (1)	0	1	41 (1)
W Railroad Avenue	N 1 <sup>st</sup> Street/S First Street/E Railroad Avenue to Pacific Ct (City limits)	0.90	Principal Arterial	2 thru	25	11	2	0	0	6	5	7	3	3	0	4	41 (0)
N 1 <sup>st</sup> Street	Railroad Avenue to Moore Avenue	0.55	Principal Arterial	2 thru	25	6	1	1	1	1	6	14	2	0	1 (1)	3	36 (1)
N 7 <sup>th</sup> Street	W Railroad Avenue to W Alder Street	0.25	Major Collector	2 thru	25	2	1	1	0	3	4	14	0	2	2 (1)	0	29 (1)
E Brockdale Road	Wallace Kneeland Blvd/E Johns Prairie Rd/N 13th St to City limits	0.85	Minor Arterial	2 thru	30	7	1	0	0	0	0	11 (1)	3	0	0	0	22 (1)
E Pine Street (SR 3)	Front St to city limits	0.61	Principal Arterial	2 thru	35	4	4	0	1	0	1	0	1	0	0	2	15 (0)
W Cota Street	S 12 <sup>th</sup> Street to S 1 <sup>st</sup> Street	0.60	--	2 thru	25	1	1	0	0	5	2	7	1	0	0	1	18 (0)
W Alder Street	N 1 <sup>st</sup> Street to Olympic Highway N	0.70	Principal Arterial	3 thru	30	3	1	0	0	2	2	3	4	1	1	1	18 (0)



Corridor	Segment	Segment Length (Miles)	Functional Classification	Number of Travel Lanes	Speed Limit	Existing Crashes by Type											
						Rear-end	Sideswipe	Right Turn	Head On	Parked Vehicle	Left Turn	Angle	Fixed Object	Pedestrian	Pedal cyclist	Other	Total (Severe)
N 13 <sup>th</sup> Street	N 12th Street to Wallace Kneeland Boulevard/E Johns Prairie Road	1.25	Minor Arterial	2 thru & TWLTL	30	2	1	0	0	0	2	6	3	1	1	2	18 (0)
S 7 <sup>th</sup> Street	W Railroad Avenue to Highland Drive	0.25	Major Collector	2 thru	25	0	0		0	2	3 (1)	6	4	0	0	0	15 (1)
Northcliff Road	Moore Avenue/N 1st Street to N 13th Street	0.80	Major Collector	2 thru	30	4	1	1	0	0	0	0	5	2 (1)	0	2	15 (1)
E K Street	Olympic Highway North - N 13th Street	0.55	Major Collector	2 thru	25	3	0	1	0	1	3	1	3	0	0	0	12 (0)
N Front Street (SR 3)	E Railroad Avenue to E Pine Street	0.15	Principal Arterial	2 thru	25	1	0	0	0	0	5	5	0	0	0	0	11 (0)
W Franklin Street	N 1 <sup>st</sup> Street to city limits	0.90	--	2 thru	25	1	0	0	0	2	2	4	1	0	0	1	11 (0)
E Railroad Avenue (SR 3)	N 1 <sup>st</sup> Street/S 1 <sup>st</sup> Street to N Front Street/S Front Street	0.05	Principal Arterial	4 thru	25	0	1	0	0	0	0	7	1	0	0	1	10 (0)
N Shelton Springs Road	N 13 <sup>th</sup> Street/Alpine Way to Tarragon Avenue (city limits)	0.85	Major Collector	2 Thru & TWLTL	30	2	0	0	0	0	1	4	3 (1)	0	0	0	10 (1)
E Arcadia Avenue	Pioneer Way to Olympic Highway S	0.35	Minor Arterial	2 thru	25	0	0	0	1	1	0	4	4	0	0	0	10 (0)
<b>Total Crashes</b>	-	-	-	-	-	<b>165</b>	<b>34</b>	<b>12</b>	<b>7</b>	<b>31</b>	<b>55 (1)</b>	<b>186 (3)</b>	<b>65 (1)</b>	<b>22 (7)</b>	<b>11 (2)</b>	<b>16</b>	<b>612 (14)</b>

Note: Numbers in brackets are severe crashes

Table 2. Data Summary for Signalized Intersections with More than Five Crashes

Signalized Intersections	Rear-end	Sideswipe	Right Turn	Head On	Parked Vehicle	Left Turn	Angle	Fixed Object	Pedestrian	Pedal cyclist	Other	Total (Severe)
1 <sup>st</sup> Street at Railroad Avenue	10	0	0	0	0	4	8	2	1 (1)	1	2	28 (1)
1 <sup>st</sup> Street at Cota Street	14	0	0	1	0	0	3	1	0	1	0	20 (0)
Wallace Kneeland Boulevard at Olympic Highway North	5	2	1	0	0	2	5	1	2	0	0	18 (0)
K Street at 13 <sup>th</sup> Street	4	0	0	0	0	4	3	1	2 (1)	0	2	16 (1)
Railroad Avenue at 7 <sup>th</sup> Street	1	2	0	0	1	5 (1)	6	0	1	0	0	16 (1)
1 <sup>st</sup> Street at Mill Street	11	1	0	0	0	0	2	0	0	1	0	15 (0)
Wallace Kneeland Boulevard at Shelton Springs Road	3	0	0	0	0	3	6	0	0	0	1	13 (0)
Olympic Highway North at K Street	4	1	1	0	0	1	4	1	0	0	0	12 (0)
Wallace Kneeland Boulevard at Kneeland Plaza Access	3	0	1	0	0	2	5	0	0	0	0	11 (0)
Olympic Highway South at Cascade Avenue	3	0	0	0	0	2	3	1	0	0	0	9 (0)
<b>Total</b>	<b>58</b>	<b>6</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>23 (1)</b>	<b>45</b>	<b>7</b>	<b>6 (2)</b>	<b>3</b>	<b>5</b>	<b>158 (3)</b>

Note 1: Intersections in this table had at least an average of one crash per year in period 2016-2020.

Note 2: Numbers in brackets are severe crashes.

**Table 3. Data Summary for Unsignalized Intersections with More than Five Crashes**

<b>Unsignalized Intersections</b>	<b>Rear-end</b>	<b>Sideswipe</b>	<b>Right Turn</b>	<b>Parked Vehicle</b>	<b>Left Turn</b>	<b>Angle</b>	<b>Fixed Object</b>	<b>Pedestrian</b>	<b>Pedal cyclist</b>	<b>Other</b>	<b>Total (Severe)</b>
Wallace Kneeland/Johns Prairie Road at Brockdale Road/13th Street	8	0	0	0	2	10 (1)	0	1	0	0	21 (1)
1 <sup>st</sup> Street at Pine Street	1	0	0	0	0	12	0	0	0	0	13 (0)
1 <sup>st</sup> Street at Turner Avenue	11	0	0	0	0	1	0	0	0	0	12 (0)
Front Street at Pine Street	1	0	0	0	5	5	0	0	0	0	11 (0)
1 <sup>st</sup> Street at Alder Street	0	0	0	0	4	3	3	0	0	0	10 (0)
7 <sup>th</sup> Street at Franklin Street	1	1	1	0	1	5	0	0	1	0	10 (0)
Cota Street at 7 <sup>th</sup> Street	0	0	0	1	2	7	0	0	0	0	10 (0)
Railroad Avenue at Front Street	1	1	0	0	0	7	0	0	0	0	9 (0)
Brockdale Road at N 13th Street/Alpine Way	0	0	0	0	0	9	0	0	0	0	9 (0)
7 <sup>th</sup> Street at Alder Street	1	0	0	0	5	1	0	0	1	0	8 (0)
1 <sup>st</sup> Street at Grove Street	2	0	1	0	2	1	1	1	0	0	8 (0)
1 <sup>st</sup> Street at Kneeland Street	3	0	0	0	0	4	0	0	0	0	7 (0)
Olympic Highway North at J Street	5	0	0	0	0	2	0	0	0	0	7 (0)
Wallace Kneeland Boulevard at SR 101 Northbound Ramps	5	0	1	0	0	1	0	0	0	0	7 (0)
Olympic Highway North at E Street	1	0	0	0	0	4	0	0	1	0	6 (0)

	Rear-end	Sideswipe	Right Turn	Parked Vehicle	Left Turn	Angle	Fixed Object	Pedestrian	Pedal cyclist	Other	Total (Severe)
<b>Unsignalized Intersections</b>											
Railroad Avenue at 4 <sup>th</sup> Street	2	0	0	0	1	3	0	0	0	0	6 (0)
Railroad Avenue at 2 <sup>nd</sup> Street	1	0	0	1	0	3	0	1	0	0	6 (0)
Railroad Avenue at 5 <sup>th</sup> Street	1	0	1	0	1	1	0	2	0	0	6 (0)
1 <sup>st</sup> Street at Cedar Street	1	0	0	0	2	2	0	0	0	0	5 (0)
1 <sup>st</sup> Street at Franklin Street	1	1	1	0	0	1	0	0	1 (1)	0	5 (1)
7 <sup>th</sup> Street at Cedar Street	1	0	0	1	0	3	0	0	0	0	5 (0)
1 <sup>st</sup> Street at Park Street	1	0	0	0	2	1	0	0	1	0	5 (0)
Cota Street at 2 <sup>nd</sup> Street	0	0	0	0	2	1	1	0	0	1	5 (0)
<b>Total</b>	<b>48</b>	<b>3</b>	<b>5</b>	<b>3</b>	<b>29</b>	<b>87 (1)</b>	<b>5</b>	<b>5</b>	<b>5 (1)</b>	<b>1</b>	<b>191 (2)</b>

Note 1: Intersections in this table had at least an average of one crash per year in period 2016-2020.

Note 2: Numbers in brackets are severe crashes.

Results of the analysis found that three signalized intersections along 1<sup>st</sup> Street experienced more than five total crashes with 28 at Railroad Avenue, 20 at Cota Street, and 15 at Mill Street. An additional three signalized intersections along Wallace Kneeland Boulevard experienced more than five crashes including 18 at Olympic Highway North, 13 at Shelton Springs Road, and 11 at Kneeland Plaza Access.

A significant share of the total crashes occurring at the signalized intersections included in Table 2 involved rear end collisions (37 percent). This was followed by angle crashes at 28 percent, and left turns at 15 percent.

The results of analysis at unsignalized intersections found that seven locations experienced ten or more crashes during the five-year period. The intersection of Wallace Kneeland Boulevard/Johns Prairie Road with Brockdale Road/13<sup>th</sup> Street experienced 21 total crashes for an average of over four per year. Eight unsignalized intersections along 1<sup>st</sup> Street experienced more than a total of five crashes.

It should be noted that crashes that occurred at intersections are included in the corridor data presented in section 2.3 for both the north/south corridors and the east/west corridors. This results in some double counting between corridors.

## 2.5 Comparison with Western Washington

The severe crashes in Shelton were reviewed to identify and characterize the risk factors associated with them. Based on available data from the records of the 16 severe crashes reported in Shelton, key crash factors were identified. In developing the list of crash factors that were most significant for Shelton city streets, consideration was given to both contributing causes and other features included in the crash record and on characteristics of the crash location. These risk factors are included in **Table 4** along with comparable information on the presence of these same risk factors averaged for the locations of severe crashes in Western Washington.

**Table 4. Comparison of Crash Factors Present on City Streets in Severe Crashes**

<b>Crash Risk Factors</b>	<b>City of Shelton</b>	<b>Western Washington Cities</b>
<i>By Crash Type</i>		
Hit Pedestrian	<b>8 (50%)</b>	26%
Entering at Angle	<b>2 (13%)</b>	12%
Hit Cyclist	<b>2 (13%)</b>	8%
Hit Fixed Object	2 (13%)	20%
<i>By Light Condition</i>		
Dark - Street Lights On	<b>8 (50%)</b>	36%
<i>By Junction Relationship</i>		
Not at Intersection & Not Related	<b>8 (50%)</b>	45%
At Intersection & Related	<b>7 (44%)</b>	39%
<i>By Roadway Curvature</i>		
Straight & Level	8 (50%)	58%
<i>By Traffic Control</i>		
No Traffic Control	<b>11 (69%)</b>	62%
Signal	4 (25%)	26%
<i>By Posted Speed</i>		
25 mph	<b>6 (37%)</b>	29%
30 mph	<b>10 (63%)</b>	22%
<i>By Pedestrian Contributing Circumstances</i>		
Inattentive Pedestrian (including likely)	<b>6 (75%)</b>	12%
Did not Grant ROW to Vehicle	<b>1 (13%)</b>	4%
<i>By Facility Use (Pedestrian)</i>		
Roadway	<b>4 (50%)</b>	10%
Marked Crosswalk	<b>4 (50%)</b>	8%

**Bold** = Higher than the rest of Western Washington

**Table 4** summarizes the crash factors present in severe crashes that were higher in the city of Shelton compared to other cities in Western Washington. As indicated in bold, many of the key crash factors in Shelton are occurring at higher levels than other Western Washington cities, especially those related to pedestrians.

### 3 SELECTION OF MOST COMMON RISK FACTORS

Based on the review severe crash data presented in Chapter 2, an analysis was conducted to identify the most common risk factors. Risk factors included crash type, contributing factors, roadway and intersection characteristics and driver/pedestrian behavior.

Based on guidance found in WSDOT's Target Zero – Washington Strategic Highway Safety Plan, the primary risk factors found in severe crashes were grouped into priority levels one and two. The levels are based on the percentage of traffic fatalities and serious injuries associated with each factor.

- **Priority Level 1:** Contributing risk factors that are involved in 25 percent or more of fatal or serious injury crashes
- **Priority Level 2:** Risk factors that are involved in less than 25 percent of fatal or serious injury crashes

From the data analysis, patterns arose showing several factors that were present in the fatal and serious injury collisions. The risk factors for Priority Levels 1 and 2 are listed below.

**Priority Level 1:** As indicated from the data in Table 4, risk factors that represent 25 percent or more of the severe crashes within the city include:

- Hitting pedestrians
- After dark but with illumination
- At or between intersections
- Along straight and level roadways with no traffic control
- In areas with both 25 and 30 mph speeds (the predominate speed limits within the city)
- Inattentive pedestrians (or pedestrians for which no contributing cause was identified in the crash report but for which inattention is a likely cause)
- Pedestrian crashes located along roadways and within crosswalks.

**Priority Level 2:** All other crash types and potential risk factors identified in Table 4 including:

- Angle crashes
- Turning crashes
- Hitting fixed objects
- Signalized intersections
- Failing to grant right of way.

## 4 IDENTIFICATION OF HIGH PRIORITY LOCATIONS

Severe crashes on streets in the city of Shelton are dominated by pedestrian crashes. Both fatal collisions during the five-year study period involved pedestrians including one on SR 3 and one on a city street. Out of all the risk factors identified under priority level 1, four specifically speak to pedestrians (crash type, inattentive pedestrian, failure to grant right of way, and pedestrian crashes along roadways or in marked crosswalks).

Additionally, several of the crashes that occurred under dark but illuminated conditions involved pedestrians, occurred in areas that were straight and level with no traffic control (i.e., located away from intersections) and largely in areas with 30 mph speeds. None of the crashes were reported to be related to speeding vehicles and speed measurements taken during this study at select locations indicated that speeds were only slightly higher than posted.

### 4.1 Selection of High Priority Locations based on Technical Analysis

Because risk factors associated with pedestrian and bicycle crashes are the highest Severe crash type in Shelton, this has been selected to determine to assess the roadway corridors. The locations of all bicycle and pedestrian crashes were used for determining priority roadway corridors. This information, shown in Figure 4, indicates the following roadway corridors should be high priority locations:

- Olympic Highway N
- W Railroad Avenue
- N 7<sup>th</sup> Street
- Wallace Kneeland Boulevard
- S 1<sup>st</sup> Street
- Olympic Highway S

### 4.2 Local Input

Concerns that have been raised by residents have also been taken into consideration. Seven concerns shared are described below:

- E Arcadia Avenue – Vehicle speeding between Lake Boulevard and Olympic Highway S
- E K Street – Mountain View Elementary School afternoon parent pick-up
- Wallace Kneeland Boulevard – Oakland Bay Junior High School mid-block pedestrian crossing
- W Railroad Avenue – Pedestrian crossing between 4<sup>th</sup> Street and 2<sup>nd</sup> Street
- Pine Street/N 1<sup>st</sup> Street – Westbound Pine Street intersection sight distance
- E Fir Street – Steep grade and gravel material between Otter Street and Magnolia Street
- N 13<sup>th</sup> Street/Shelton Springs Road – South leg pedestrian crossing

Five of these concerns relate to pedestrian safety on roadways. Two of these roadways, W Railroad Avenue and Wallace Kneeland Boulevard, are registered as high priority locations while the other three roadways, E Arcadia Avenue, N 13<sup>th</sup> Street, and E K Street, are included in the top 20 crash corridors described in Table 1 earlier in this report. However, based on technical review of all existing bicycle and pedestrian crashes, these three locations did not register as high priority locations. The remaining two concerns raised both have to do with vehicle sight distance.

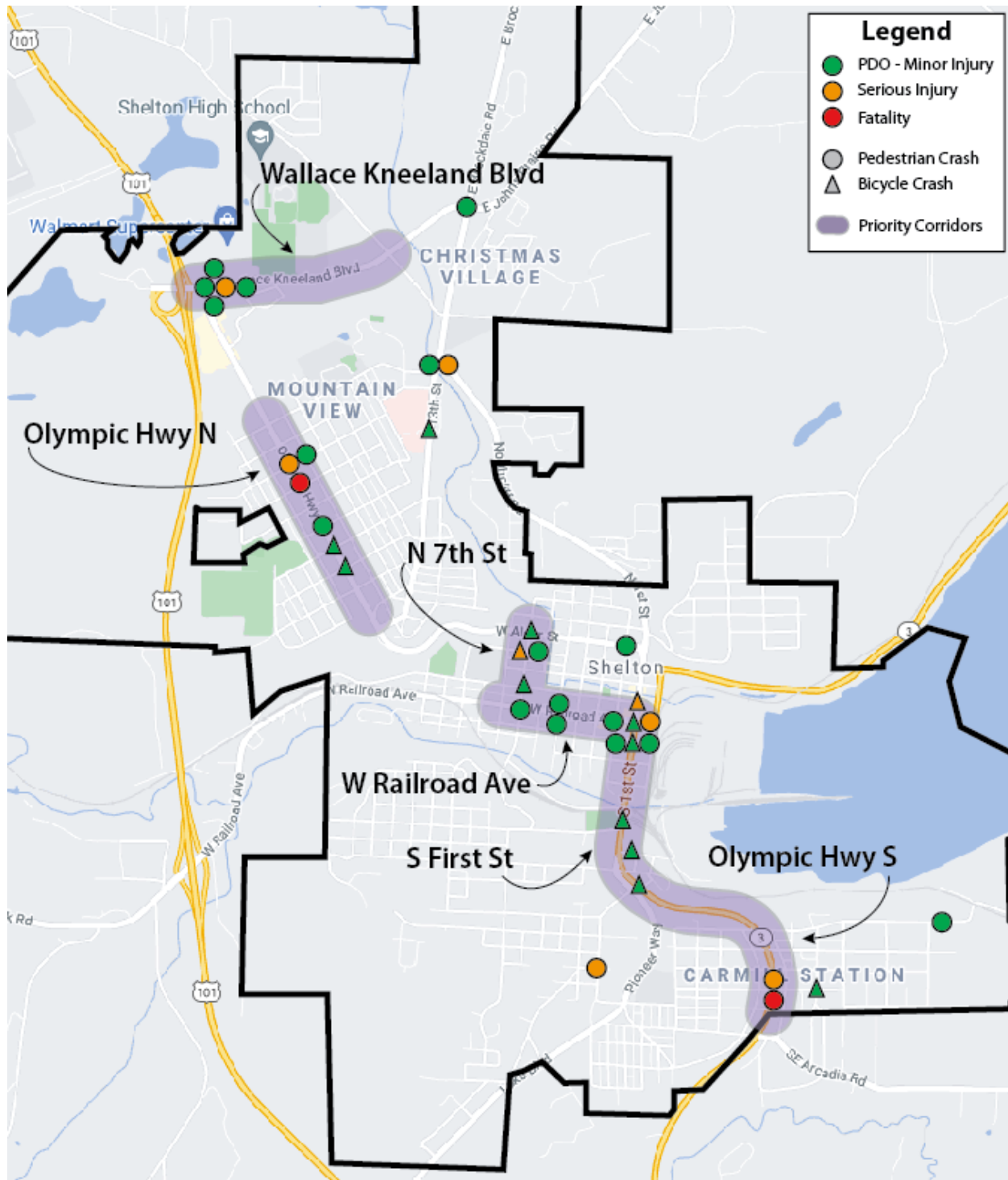


Additional review of pedestrian-related crashes indicated that many occurred in areas with sidewalks, crosswalks, and bus stops and largely occurred adjacent to commercial development. None of these features would appear to contribute to incidence of pedestrian crashes but may be indicative of areas where a higher level of pedestrian activity is experienced resulting in a greater degree of exposure than other parts of the city.

Both E Arcadia Avenue and E K Street are located adjacent to or in close proximity to elementary schools, which generate higher levels of pedestrian activity at the beginning and end of each school day. While there were no recorded pedestrian or bicycle crashes within the last five years on either roadway, the proximity to higher levels of pedestrian activity and local concern for pedestrian safety indicate these roadways should be included as secondary priority locations.

The priority corridors are shown in **Figure 5**.

Figure 5. Priority Corridors and Local Safety Concern Locations



## 5 IDENTIFICATION OF COUNTERMEASURES FOR HIGH PRIORITY CORRIDORS

A review of each high priority crash corridor and additional spot locations raised by local residents was performed to identify potential safety countermeasures. These countermeasures were selected based on a review of the specific crash data and existing roadway conditions, consultation with City staff, and a review of safety countermeasure resources from WSDOT and FHWA. Below is a description of each identified priority location, the issues specific to that location, and the selected countermeasures.

### 5.1 Olympic Highway N

Olympic Highway N between K Street and B Street has three vehicle travel lanes ( two through and a center left) and on-street parking and sidewalks along both sides of the street. There are marked pedestrian crossings at the intersections of the roadway with K Street, J Street, I Street, G Street, E Street and C Street. With the exception of K Street, these crossing are located at unsignalized locations, which are highlighted in **Figure 6**.

**Figure 6. Olympic Highway N Unsignalized Pedestrian Crossing Locations**



The last five years of reported crash data included two bicycle crashes and four pedestrian crashes in this corridor, including one serious injury and one fatal crash, both involving pedestrians. The contributing cause for the pedestrian fatality was inattention on the part of the person walking. While not specifically listed, the serious injury pedestrian crash may have also been the result of walker inattention. Three of the six pedestrian crashes occurring in the corridor, including both severe crashes, happened at the I Street intersection. As noted above, this location is one of several uncontrolled intersections in the corridor with fully striped pedestrian crossings on each approach and adjacent commercial or pedestrian-generating land uses including hospital access, transit stops and other uses. While the specific land uses at this intersection may have contributed to the higher number of reported pedestrian crashes, it is assumed that the physical characteristics of this intersection are a factor. With several other intersections within the corridor sharing the same physical characteristics, multiple systemic improvements have been identified for this corridor.

Recommended Countermeasures:

1. Curb extensions on Olympic Highway N for all intersecting streets and enhanced illumination.
2. Development of ADA-compliant curb cuts with tactile warning strips.
3. High visibility pedestrian treatments such as Rectangular Rapid Flashing Beacons (RRFBs) or other advanced pedestrian warning signs.

These countermeasures are recommended at the I Street intersection specifically but are all also considered systemic improvements for the entire corridor.

## 5.2 Wallace Kneeland Boulevard

Wallace Kneeland Boulevard Between the US 101 interchange and Shelton Springs Road has primarily two travel lanes in each direction and a two-way left turn lane on the western portion of the road adjacent to existing commercial development. There were five reported pedestrian crashes in the last five years, with one serious injury crash, but no bicycle crashes. All five of the recorded pedestrian crashes on this corridor occurred in the western portion, largely at or near the two signalized intersections of Olympic Highway N and Bell Lane. A detailed review of each of these crashes indicate that no specific deficiency is apparent. Each crash has an independent cause and the causes for multiple crashes were attributed to the pedestrian.

This roadway corridor also includes one of the locally raised concerns, the mid-block pedestrian crossing serving the Oakland Bay Junior High School. This crossing provides a connection between the middle school and high school to the north and Mountain View Elementary School and residential properties to the south. There are crosswalks at the intersection on the school access road and on Wallace Kneeland Road. There are existing active pedestrian crossing signs (Rectangular Rapid Flashing Beacons or RRFBs) and an overhead pedestrian crossing sign with flashing yellow lights. Over the last five years there have been no reported pedestrian or bicycle crashes at this crossing. This existing crossing is shown in **Figure 7**.



**Figure 7. Wallace Kneeland Boulevard Mid-Block Pedestrian Crossing**



**Recommended Countermeasures:**

1. Monitor pedestrian and bicycle safety at the Wallace Kneeland Boulevard/Olympic Highway N intersection.
2. Perform a speed study for Wallace Kneeland Boulevard at the Oakland Bay Junior High School mid-block crossing.
3. Consider a midblock refuge island
4. Consider enhanced pedestrian signal treatment that would stop vehicular traffic.

### 5.3 N 7<sup>th</sup> Street

N 7<sup>th</sup> Street between W Alder Street and W Railroad Avenue has a single travel lane in each direction and on-street parking on both sides of the street. This corridor experienced three reported bicycle crashes, including one severe crash, and two reported pedestrian crashes in the last five years. A detailed review of each pedestrian and bicycle crash did not indicate any specific deficiencies on the corridor, however the presence of three bicycle crashes suggests that this may be a good candidate for enhanced bicycle treatments. The planned conversion of the former Simpson Logging Railroad that runs parallel to Park Street to a bicycle path and trail will provide a safe route between S 7<sup>th</sup> Street and Kneeland Park, which may only increase the bicycle volumes on N 7<sup>th</sup> Street.

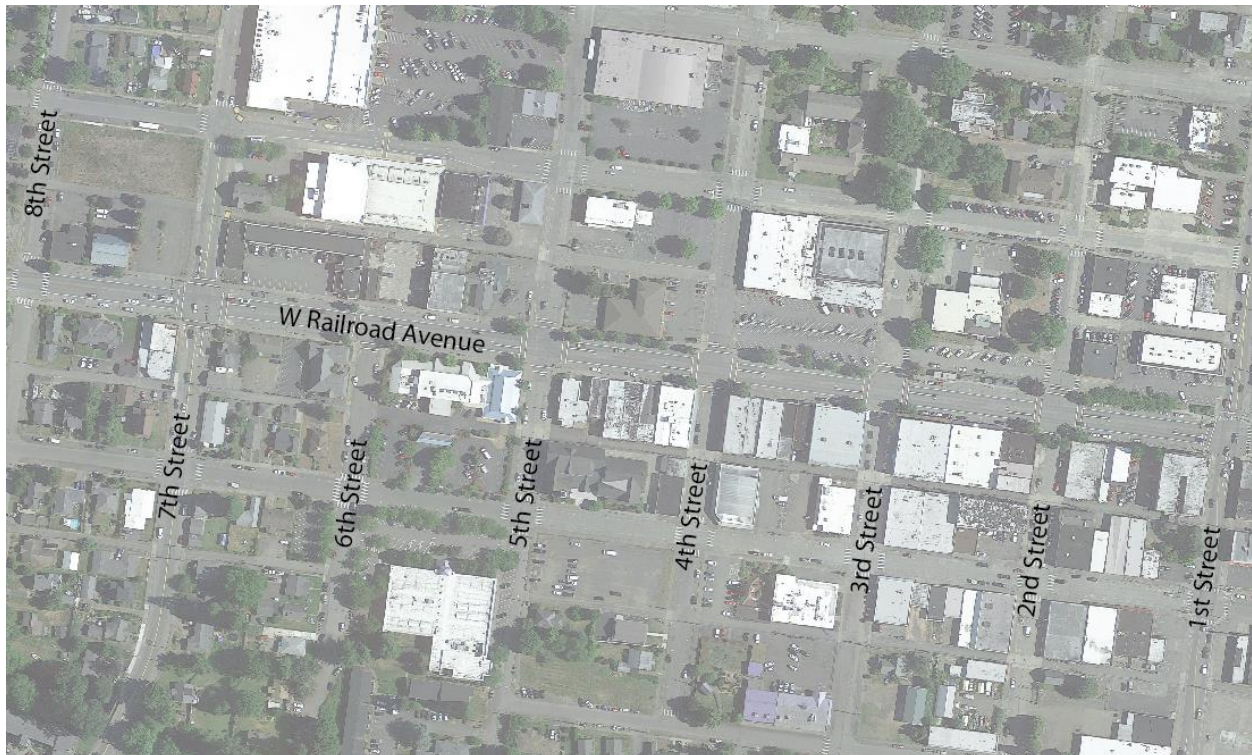
Recommended Countermeasures:

1. Develop city-wide bicycle route plan, to include identification of specific bicycle corridors which could include 7<sup>th</sup> Street.
2. Consider enhanced bicycle treatments on 7<sup>th</sup> Street which may include designated bicycle lanes to enhance access to the future trail.

## 5.4 W Railroad Avenue

W Railroad Avenue between 8<sup>th</sup> Street and 1<sup>st</sup> Street has one travel lane in each direction, a two-way center left-turn lane, and on-street parking on both sides of the street. Curb extensions with ADA crossing warning strips have been provided along Railroad Avenue for many years along with street trees. In 2015, this corridor was improved by the city to provide high visibility, enhanced pedestrian amenities such as crosswalks with colored pavement, two-way left turn refuge areas, and attractive illumination. The corridor is shown in **Figure 8**.

**Figure 8. W Railroad Avenue Between 8<sup>th</sup> Street and 1<sup>st</sup> Street**



Between 2016 and 2020, this corridor experienced three pedestrian crashes between 7<sup>th</sup> Street and 2<sup>nd</sup> Street, while the intersection of Railroad Avenue and 1<sup>st</sup> Street had four pedestrian crashes, including one serious injury crash, and two bicycle crashes. Additionally, a vehicular serious injury crashes occurred at the intersection of Railroad Avenue with 7<sup>th</sup> Street.

The intersection of Railroad Avenue with 7<sup>th</sup> Street currently is controlled by a traffic signal and there are marked crosswalks on all four legs. As noted, there was one serious injury vehicular crash at this location and one of the non-severe pedestrian crashes also occurred here. Both the serious injury

vehicle crash and the pedestrian crash involved a vehicle making a left turn from 7<sup>th</sup> Street (one turning northbound and the other turning southbound). All four approaches currently operate with permissive left-turns, meaning all left-turning vehicles must yield to the opposing through traffic.

Pedestrian crashes also occurred at the intersection with 2<sup>nd</sup> Street (one involving a left turning vehicle), and 5<sup>th</sup> Street (two with one that involved a drunk driver). None of these crashes suggest a specific deficiency on the corridor.

This corridor does include one of the locally raised safety concerns. Previously the intersection of W Railroad Avenue and 4<sup>th</sup> Street operated under traffic signal control and provided a controlled pedestrian crossing to access the Post Office and other destinations in the core commercial area. The city removed this control a few years ago and while the vehicle operations at the intersection appear to be acceptable, there is concern about the loss of the protected pedestrian crossings that were a part of the traffic signal operation. Specific concern regarding pedestrians crossing W Railroad Avenue to reach the post office, located between N 2<sup>nd</sup> Avenue and N 3<sup>rd</sup> Avenue, was raised.

Recommended Countermeasures:

1. Evaluate existing traffic signal and intersection operations at W Railroad Avenue/7<sup>th</sup> Street to determine if protected left-turn phasing could be implemented without a significant impact to the vehicle operations.
2. Consider adding yield to pedestrian crossing signage on the traffic signal mast arms.
3. As Railroad Avenue already has a good pedestrian environment with the curb extensions, ADA ramps and other pedestrian-supportive features, as well as signalization at the intersections with 1<sup>st</sup> and 5<sup>th</sup> Streets, consider installing an active pedestrian crossing signal at the intersection of W Railroad Avenue and 3<sup>rd</sup> Street which lies roughly midway between the two existing signalized crossings.

## 5.5 S 1<sup>st</sup> Street (SR 3)

S 1<sup>st</sup> Street between Railroad Avenue and Harvard Avenue has a single travel lane in each direction and a two-way left-turn lane. Near the center of this roadway corridor is the concrete trestle bridge crossing Goldsborough Creek, which narrows the street to two lanes and provides narrow, separated sidewalks on each side.

There were four reported pedestrian crashes in this corridor, including one serious injury crash, which all occurred at the Railroad Avenue intersection. There were also five reported bicycle crashes, two of which occurred at the Railroad Avenue intersection. Each of the six total crashes at Railroad Avenue were evaluated and were predominately found to be attributed to either a failure on the part of the bicycle or pedestrian to yield, a failure to use the striped crosswalks, or involving the influence of drugs/alcohol. There does not appear to be a specific pattern to the crashes and no obvious countermeasures. Given the high traffic volume at this intersection, it may be a candidate for roundabout control, which is considered a safer intersection treatment for bicycles and pedestrians due to reduced travel speeds, however, the right of way impacts of a roundabout may preclude its implementation.

The remaining three bicycle crashes occurred on S 1<sup>st</sup> Street between Park Street and Harvard Avenue, all south of the Goldsborough Creek bridge. Sufficient physical space to accommodate bicyclists on 1<sup>st</sup> Street in this area is an issue, particularly with the relatively high volume of truck traffic that uses this facility (1<sup>st</sup> Street in this area functions as SR 3). These crashes suggest the need for enhanced bicycle treatments perhaps off the 1<sup>st</sup> Street corridor. This would be particularly important to access the planned rails to trails conversion of the railroad line parallel to Park Street.

Recommended Countermeasures:

1. Evaluate the potential for roundabout control at Railroad Avenue/1<sup>st</sup> Street.
2. Develop city-wide bicycle route plan, to include identification of specific bicycle corridors to address travel needs into and out of the downtown area and to access the proposed rails to trails conversion.

## 5.6 Olympic Highway S (SR 3)

Olympic Highway S between Harvard Avenue and Bellevue Avenue, which is at the city boundary of SR 3, provides one travel lane in each direction and primarily also provides a two-way left-turn lane. Between Harvard Street and Fairmount Avenue, which is a steep downhill drop from south to north, the two-way left-turn lane converts to a 2<sup>nd</sup> southbound travel lane. There were no bicycle crashes reported in this corridor but there were two reported pedestrian crashes, one a serious injury crash and the other a fatal crash, which were both located in the immediate vicinity of the mid-block pedestrian crossing between Cascade Avenue and Bellevue Avenue. Additionally, one of the six serious injury vehicle crashes occurred in this corridor, at the intersection of Olympic Highway S and Fairmount Avenue.

With both severe pedestrian crashes occurring in the immediate vicinity of the midblock crossing between Cascade Avenue and Bellevue Avenue, this crossing was evaluated. Olympic Highway S in the vicinity of the mid-block crossing is shown below in **Figure 9**.



**Figure 9. Olympic Highway S Mid-Block Pedestrian Crossing**



As shown on Figure 6, there are currently protected pedestrian crossings of Olympic Highway S at both Cascade Avenue and Arcadia Avenue, which both operate under traffic signal control. These crossings are located approximately 700 feet apart, with the existing mid-block crossing located approximately 225 feet south of Cascade Avenue. The current land uses adjacent to the mid-block crossing do not

suggest a high number of pedestrian trips. Previously the current Shelton Outfitters clothing store was previously a Red Apple grocery store. This would typically be considered a higher pedestrian generator and would help explain the presence of the mid-block crossing. The existing crossing does not provide direct overhead lighting and only provides an advance sign in the northbound direction.

As this is the only mid-block crossing within the corridor and is the only location with reported bicycle or pedestrian crashes, the recommended countermeasures are limited to this location.

Recommended Countermeasures:

1. Evaluate the viability of the mid-block crossing and if maintained:
  - Improve street lighting
  - Install high visibility pedestrian treatments
  - Install advanced pedestrian warning signs

## 5.7 Additional Local Concern Locations

Of the seven locally raised safety concerns, two of them have been covered in the priority corridor descriptions above. The remaining five concerns are evaluated below:

### 5.7.1 Arcadia Avenue – Vehicle speeding between Lake Boulevard and Olympic Highway S

Arcadia Avenue is an east/west minor arterial that runs from Lake Boulevard on the west end to the Puget Sound on the east end, well outside of the Shelton city limits. The identified area of concern is very near the western end of the roadway and is one block south of the Bordeaux Elementary School. In this area, the surrounding land uses are primarily residential, and there are multiple striped pedestrian crossings of Arcadia Avenue connecting the residential properties to the elementary school. There are currently no sidewalks provided on this portion of Arcadia Avenue and intermittent street lighting.

Recommended Countermeasures:

1. Collect vehicle speed data on Arcadia Avenue
2. Identify speed reduction strategies and coordinate with the local residents. These could include:
  - Mini roundabout(s)
  - Speed bumps/speed tables
  - Raised pedestrian crossings
3. Curb, gutter and sidewalk installation
4. Enhanced street lighting

### 5.7.2 E K Street – Mountain View Elementary School afternoon parent activity

The Mountain View Elementary School has recently completed a new school building, adjacent to the previous building. This new school was designed to provide more on-site vehicle storage for parent pick-up, but currently there is still a substantial vehicle queue on K Street during the afternoons. This queue results in congestion for vehicles trying to travel on K Street and is creating an unsafe environment for children trying to cross K Street. The school and adjacent street network are shown on **Figure 10**.



**Figure 10. Mountain View Elementary School**



As shown on Figure 10, there are currently two pedestrian crosswalks on K Street, both based on the location and orientation the previous school building. The new school's primary path does not align with either crosswalk, which is across from King Street. Students have been observed crossing at King Street, even without a striped crosswalk. The previous main school entrance, across from N Callanan Street, provides a curb extension and a diagonal crossing to directly connect the school entrance path to the southwest corner of the E K Street/N Callanan Street intersection. With the new school location this curb extension prohibits the parent vehicle queue from advancing along the edge of the street, forcing vehicles to stay complete in the single westbound travel lane.

**Recommended Countermeasures:**

1. In cooperation with the school and school district, conduct an evaluation of access and on-site circulation and identify improvements that will accommodate the parent vehicle activity while reducing existing on-street conflicts and delays.
2. Consider installation a pedestrian crossing at King Street.
3. Consider In-Street Pedestrian Crossing signs.

4. If supported by the evaluation of on-site access and circulation, consider removal of the curb extension at N Callanan Street and realign the existing crosswalk to be perpendicular to E K Street.

### 5.7.3 Pine Street/N 1st Street – Westbound Pine Street intersection sight distance

This is an existing four-way intersection that operates under two-way stop control for the Pine Street approaches. There is an existing building on the south side of Pine Street that extends the entire block between N 1<sup>st</sup> Street and N Front Street. This building, as shown in **Figure 11**, is very tight to the southeast corner of the intersection and limits the ability of stopped vehicles on Pine Street from seeing oncoming vehicles from northbound N 1<sup>st</sup> Street.

**Figure 11. Westbound Pine Street approaching N 1<sup>st</sup> Street**



Recommended Countermeasures:

1. Conduct a study of the intersection to determine if a different control type could operate acceptably and reduce the sight distance need.

### 5.7.4 E Fir Street – Steep grade and gravel material between Otter Street and Magnolia Avenue

E Fir Street is an existing city roadway that is part of the roadway grid network serving the Capitol Hill area of northeast Shelton. Between Otter Street and Magnolia Avenue this road is currently gravel and very steep, especially as it approaches Magnolia Avenue. This leads to access issues for City maintenance vehicles and concerns regarding sight distance due to frequent dust and from the gravel roadway surface. This approach is shown on **Figure 12**. There are several residential driveways accessing this portion of E Fir Street, but much of the adjacent property on the south side is undeveloped



**Figure 12. E Fir Street approaching Magnolia Avenue**



**Recommended Countermeasures:**

1. Upgrade the roadway surface chip seal or pavement. This could be developer driven if/when the adjacent property is developed.

#### **5.7.5 N 13<sup>th</sup> Street/Shelton Springs Road – South leg pedestrian crossing**

The N 13<sup>th</sup> Street at Shelton Springs Road/Alpine Way intersection is located in north Shelton, just south of Wallace Kneeland Boulevard and is close proximity to Olympia, Middle School, Mountain View Elementary School, and the Olympic College Shelton Campus. N 13<sup>th</sup> Street travels north/south and provides access to the neighborhoods along Olympic Highway N and, via Northcliff Road, access to downtown Shelton. This intersection currently operates under two-way stop control for the Shelton Springs Road and Alpine Way, with striped crosswalks on all four approaches. The intersection is shown in Figure 13.

**Figure 13. N 13<sup>th</sup> Street/Shelton Springs Road Intersection**



Concerns have been expressed for the south leg pedestrian crossing. This crossing is across the free-flowing N 13<sup>th</sup> Street roadway, and there are currently four travel lanes to cross. Additionally, it has been noted that vehicles waiting to make a left turn from northbound N 13<sup>th</sup> Street onto westbound Shelton Springs Road obstruct the visibility of the pedestrians for the two northbound through lanes, which has potentially contributed to some near miss crashes. Given the adjacent schools, this is a common crossing for kids to make during school hours.

Recommended Countermeasures:

1. Evaluate existing intersection operations to assess alternative control options, including all-way stop control, traffic signal control, and roundabout control.
2. Consider installation of high visibility pedestrian treatments such as Rectangular Rapid Flashing Beacons (RRFBs) or other advanced pedestrian warning signs.

## 6 PRIORITIZED LIST OF COUNTERMEASURES

Based on the detailed evaluation of each priority corridor and local concern area the recommended systemic and spot countermeasures were assessed, and a prioritization was established. All of the recommended countermeasures we divided into three tiers:

1. Top Priorities
2. Additional Needs
3. Studies and Further Evaluation

This prioritization was based on the severity of the existing safety issue, the nature of the proposed countermeasure, and the cost of the proposed countermeasure. Planning level cost estimates have been prepared for each potential countermeasure. The estimates provided represent the cost of independent implementation. However, should multiple countermeasures be implemented at the same time, the collective cost would likely be lower. This grouping of improvements would apply to city-wide implementation of a single countermeasure, like advanced pedestrian signage across town, or if multiple different countermeasures were implemented at the same time in a single location. Many of the identified countermeasures would group together naturally, for example:

- High visibility pedestrian treatments, advance stop/yield lines, and advanced pedestrian signage could all group together or with any other pedestrian improvement
- New ADA Ramp and midblock pedestrian refuge or curb extension with possible RRFB installation.

The summary of proposed countermeasures, including the prioritization and estimated cost, are provided in **Table 5**.

**Table 5. Countermeasure Prioritization and Cost Estimates**

#	Location	Improvement	Total Cost
<b>Tier 1 – Priority Improvements</b>			
1-A	Olympic Highway N at I Street	<ul style="list-style-type: none"> <li>• Install curb extensions</li> <li>• Enhance illumination</li> <li>• Develop ADA-compliant curb cuts and tactile warning strips</li> <li>• Install advanced pedestrian crossing warning signs</li> <li>• Install high visibility pedestrian treatments</li> </ul>	\$200,000
1-B	Olympic Highway S (SR 3) Mid-Block Pedestrian Crossing	<ul style="list-style-type: none"> <li>• Improve street lighting</li> <li>• Install advanced pedestrian warning signs</li> <li>• Install high visibility pedestrian treatments</li> </ul>	\$50,000
<b>Tier 2 – Additional Improvements</b>			
2-A	Olympic Highway N Between K Street and B Street	<ul style="list-style-type: none"> <li>• Install curb extensions</li> <li>• Enhance illumination</li> <li>• Develop ADA-compliant curb cuts and tactile warning strips</li> <li>• Install advanced pedestrian crossing warning signs</li> <li>• Install high visibility pedestrian treatments</li> </ul>	\$800,000

2-B	<b>W Railroad Avenue Between 8<sup>th</sup> Street and 1<sup>st</sup> Street</b>	<ul style="list-style-type: none"> <li>• Evaluate existing traffic signal and intersection operations at W Railroad Avenue/7<sup>th</sup> Street to assess potential protected left-turn phasing</li> <li>• Consider adding yield to pedestrian crossing signage on traffic signal mast arms</li> <li>• Install active pedestrian crossing signal at the intersection of W Railroad Avenue and 3<sup>rd</sup> Street</li> </ul>	\$100,000
2-C	<b>E K Street at Mountain View Elementary School</b>	<ul style="list-style-type: none"> <li>• Evaluate on-site circulation improvements to accommodate afternoon parent pick-up</li> <li>• Consider installation a pedestrian crossing at King Street</li> <li>• If supported by on-site access/circulation analysis, consider removing existing curb extensions at N Callanan Street and realign existing crosswalk</li> <li>• Consider in-street pedestrian crossing signs</li> </ul>	\$50,000
2-D	<b>E Fir Street Between Otter Street and Magnolia Avenue</b>	<ul style="list-style-type: none"> <li>• Upgrade roadway surface to chip seal or pavement</li> </ul>	\$175,000
<b>Tier 3 – Studies and Further Evaluation</b>			
3-A	<b>Wallace Kneeland Boulevard at Mid-Block Pedestrian Crossing</b>	<ul style="list-style-type: none"> <li>• Monitor pedestrian and bicycle safety</li> <li>• Perform a speed study</li> <li>• Consider installation of refuge island</li> <li>• Consider installation of enhanced pedestrian signal treatment</li> </ul>	\$140,000
3-B	<b>S 1<sup>st</sup> Street (SR 3) Between Railroad Avenue and Harvard Avenue</b>	<ul style="list-style-type: none"> <li>• Evaluate potential for roundabout control at Railroad Avenue and 1<sup>st</sup> Street</li> <li>• Develop citywide bicycle route plan to connect with downtown and rails to trails project south of downtown</li> </ul>	\$4,100,000
3-C	<b>Arcadia Avenue Between Lake Boulevard and Olympia Highway S</b>	<ul style="list-style-type: none"> <li>• Perform a speed study</li> <li>• Consider installation of a mini roundabout</li> <li>• Consider installation of speed bumps/speed tables</li> <li>• Consider installation of raised pedestrian crossings</li> <li>• Consider installation of curb, gutter, and sidewalk</li> <li>• Consider installation of enhanced illumination</li> </ul>	\$1,800,000
3-D	<b>N 7<sup>th</sup> Street Between W Alder Street and W Railroad Avenue</b>	<ul style="list-style-type: none"> <li>• Develop city-wide bicycle route plan, to include identification of specific bicycle corridors</li> <li>• Consider enhanced bicycle treatments on 7<sup>th</sup> such as bike lanes</li> </ul>	\$50,000
3-E	<b>Pine Street at 1st Street Intersection Sight Distance</b>	<ul style="list-style-type: none"> <li>• Conduct an evaluation of the intersection to determine if a different control type could operate acceptably and reduce the sight distance needs</li> </ul>	\$2,000



3-F	<b>N 13<sup>th</sup> Street at Shelton Springs Road</b>	<ul style="list-style-type: none"><li>• Evaluate existing intersection operations and assess alternative control options</li><li>• Consider installation of high visibility pedestrian treatments such as Rectangular Rapid Flashing Beacons (RRFBs) or other advanced pedestrian warning signs</li></ul>	\$60,000
-----	---	---	----------

**RESOLUTION NO. 1222-1221**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING  
APPROVAL OF A LOCAL ROADS SAFETY PLAN PREPARED BY SCJ ALLIANCE**

**WHEREAS**, in 2021, staff selected SCJ Alliance from the on-call pool of engineering consultants as the most qualified firm to prepare a Local Roads Safety Plan; and

**WHEREAS**, in September 2021 SCJ Alliance presented a crash data at a council study session and listened to council concerns of unsafe conditions on city streets; and

**WHEREAS**, a Local Roads Safety Plan is a crash data-driven plan from 5 years (2016-2020) of data that identifies high priority locations for countermeasures to prevent future fatalities and severe crashes; and

**WHEREAS**, SCJ has prepared a Local Roads Safety Plan; and

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton is authorized to approve a Local Roads Safety Plan to be used to support a 2022 and future grant applications.

Passed by the City Council at its regular meeting held on the 18th day of January 2022.

---

Mayor

ATTEST:

---

City Clerk Nault

# Slideshow

# Shelton Road Safety Plan

City Council Meeting – January 2022



SCJ ALLIANCE

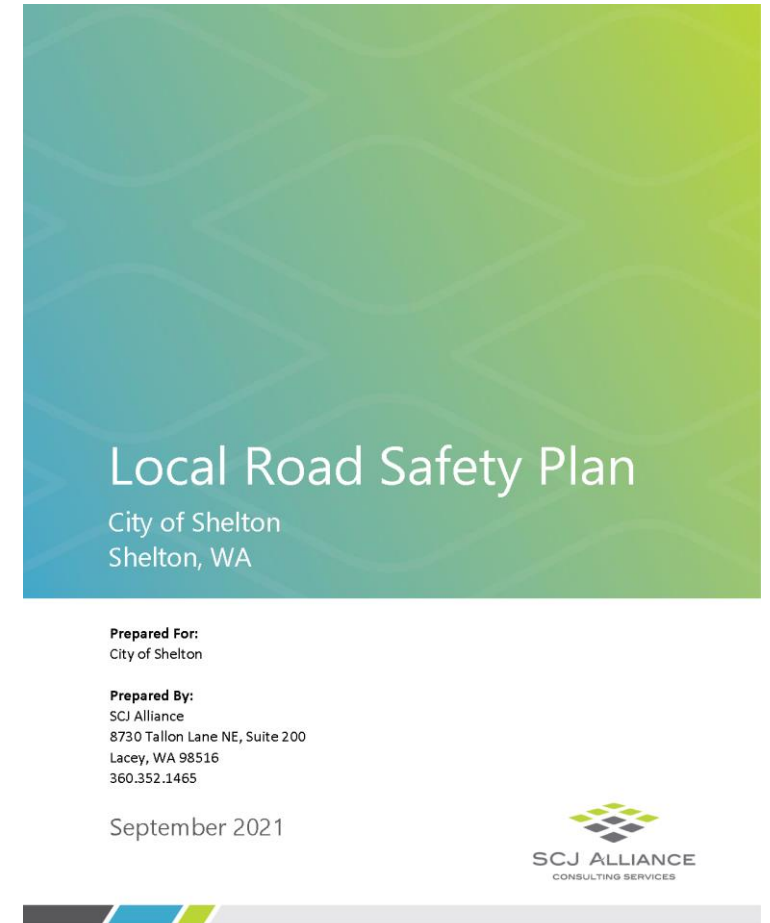
# Introduction

- ◆ Agenda
  - ◆ Description of Local Road Safety Plan
  - ◆ Existing Crash History
  - ◆ Risk Factors
  - ◆ Priority Corridor List
  - ◆ Local Input
  - ◆ Included Countermeasures
  - ◆ Preliminary Safety Project Prioritization
  - ◆ Next Steps

# What is a Local Road Safety Plan?

## What is it?

- ◆ A data-driven, analysis, and prioritization of an agency's roadways for traffic safety, based on the top fatal and serious injury crash types
- ◆ Data provided by WSDOT via police incident reports

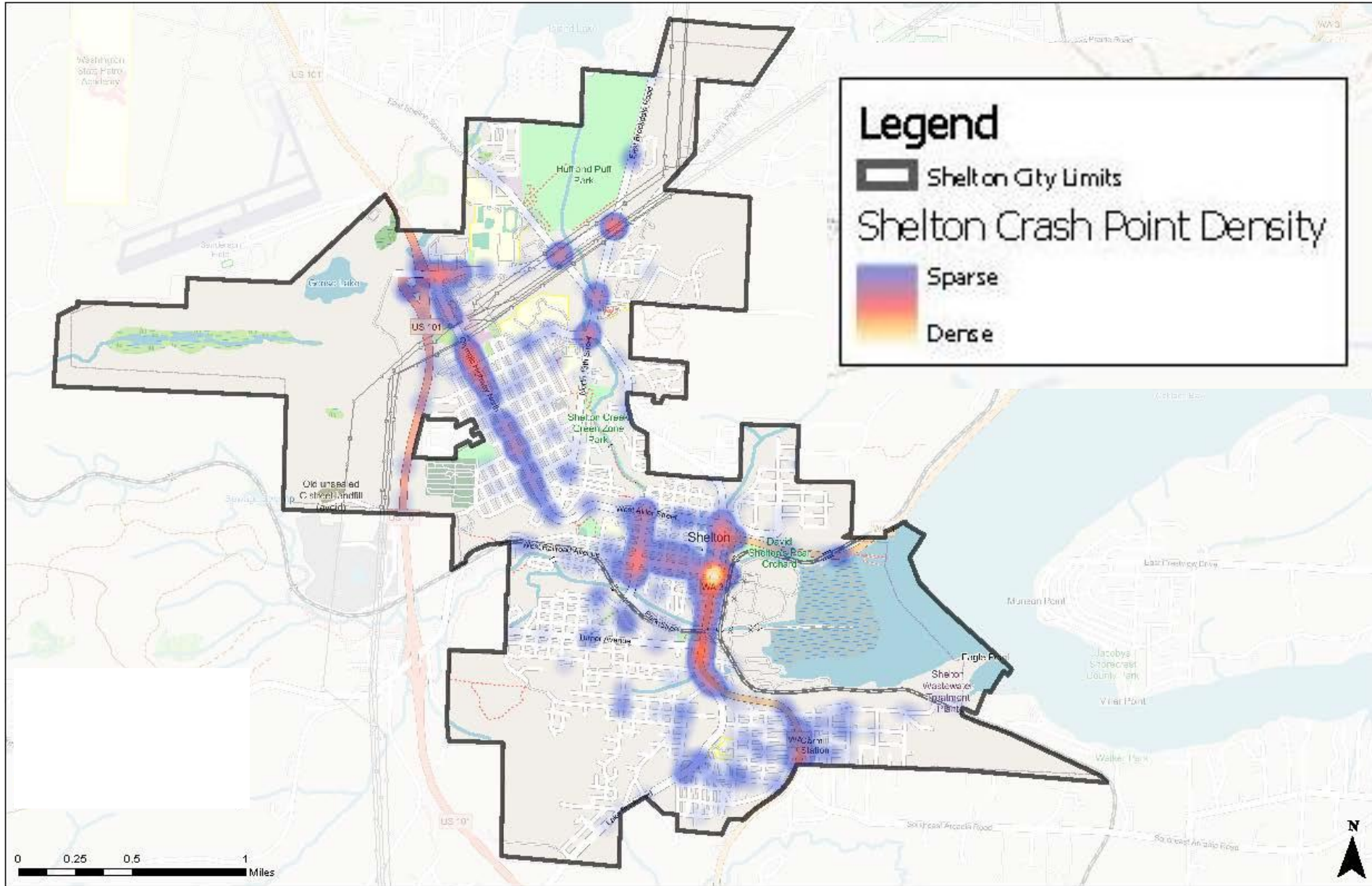


# What is a Local Road Safety Plan?

## How is it used?

- ◆ To help understand traffic safety issues and determine safety priorities
- ◆ To develop system-wide (systemic) and location specific countermeasure strategies
  - ◆ Example of system-wide countermeasure – install/improve street lighting on roads with a posted speed limit of 40+ mph
  - ◆ Example of location specific countermeasure – Install raised intersection treatment to reduce travel speed
- ◆ To help prioritize projects and be ready for funding

# Existing Crash History



- ◆ 832 Reported Crashes of the last 5-year Period
- ◆ 16 Fatal or Serious Injury Crashes (Severe)

# Top 20 Corridors

Corridor	Segment	Existing Crashes by Type											
		Rear-end	Sideswipe	Right Turn	Head On	Parked Vehicle	Left Turn	Angle	Fixed Object	Pedestrian	Pedal cyclist	Other	Total (Severe)
S 1 <sup>st</sup> Street (SR 3)	Mill Street to Railroad Avenue	66	2	2	1	1	8	20	9	3 (1)	3	1	116 (1)
Olympic Highway N	W Alder Street to E Wallace Kneeland Boulevard	26	7	5	2	6	3	49 (1)	8	4 (2)	2	3	115 (3)
Olympic Highway S (SR 3)	City limits to Mill Street	16	6	1 (1)	1	1	2	12	7	2 (2)	1	2	51 (3)
Wallace Kneeland Boulevard	Olympic Highway N to Shelton Springs Road	10	5	1	0	0	6	11	3	4 (1)	0	1	41 (1)
W Railroad Avenue	N 1 <sup>st</sup> Street/S First Street/E Railroad Avenue to Pacific Ct (City limits)	11	2	0	0	6	5	7	3	3	0	4	41 (0)
N 1 <sup>st</sup> Street	Railroad Avenue to Moore Avenue	6	1	1	1	1	6	14	2	0	1 (1)	3	36 (1)
N 7 <sup>th</sup> Street	W Railroad Avenue to W Alder Street	2	1	1	0	3	4	14	0	2	2 (1)	0	29 (1)
E Brockdale Road	Wallace Kneeland Blvd/E Johns Prairie Rd/N 13th St to City limits	7	1	0	0	0	0	11 (1)	3	0	0	0	22 (1)
E Pine Street (SR 3)	Front St to city limits	4	4	0	1	0	1	5	1	0	0	2	18 (0)



# Top 20 Corridors

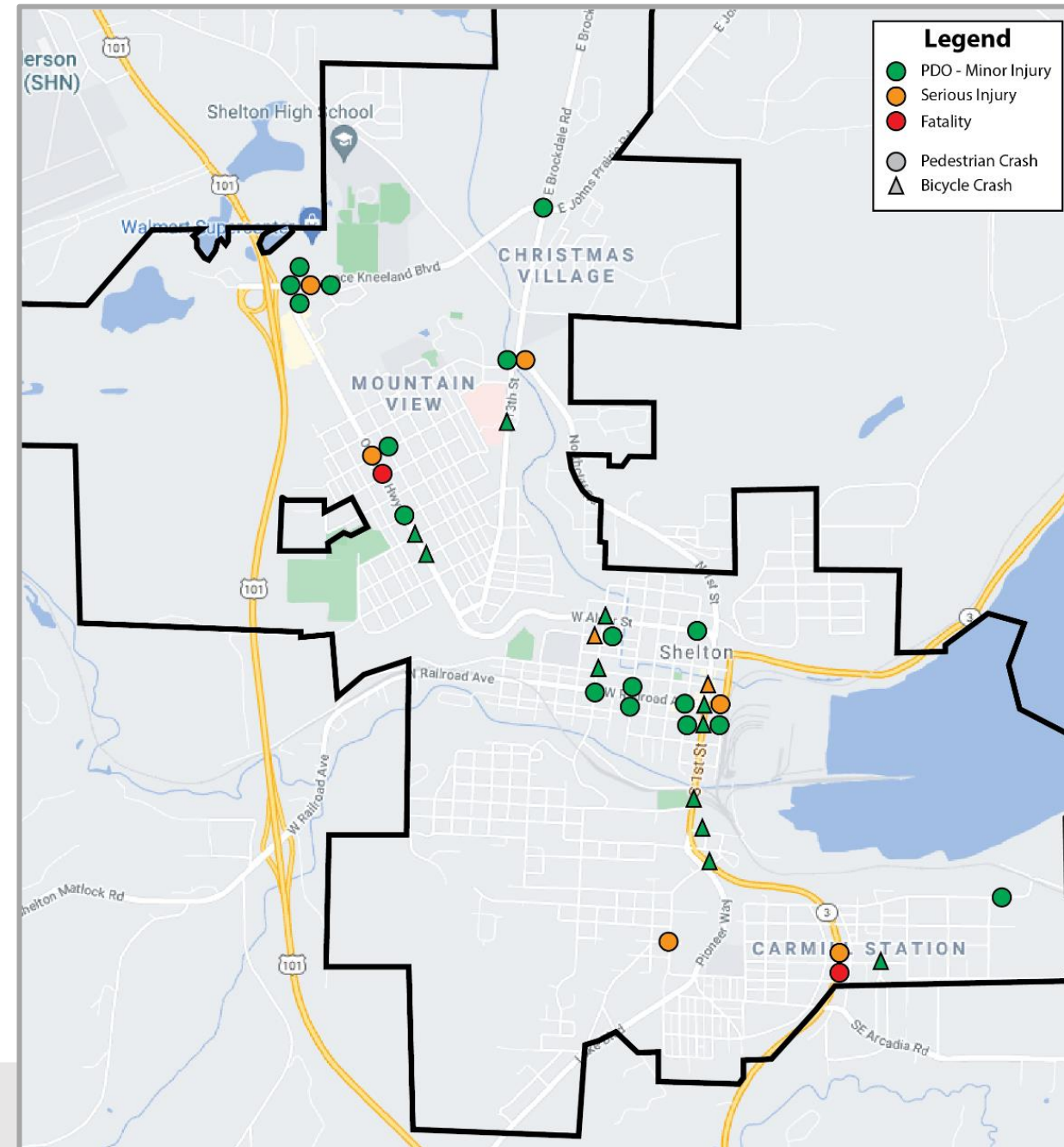
		Existing Crashes by Type											
Corridor	Segment	Rear-end	Sideswipe	Right Turn	Head On	Parked Vehicle	Left Turn	Angle	Fixed Object	Pedestrian	Pedal cyclist	Other	Total (Severe)
E Pine Street (SR 3)	Front St to city limits	4	4	0	1	0	1	5	1	0	0	2	18 (0)
W Cota Street	S 12 <sup>th</sup> Street to S 1 <sup>st</sup> Street	1	1	0	0	5	2	7	1	0	0	1	18 (0)
W Alder Street	N 1 <sup>st</sup> Street to Olympic Highway N	3	1	0	0	2	2	3	4	1	1	1	18 (0)
N 13 <sup>th</sup> Street	N 12th Street to Wallace Kneeland Boulevard/E Johns Prairie Road	2	1	0	0	0	2	6	3	1	1	2	18 (0)
S 7 <sup>th</sup> Street	W Railroad Avenue to Highland Drive	0	0		0	2	3 (1)	6	4	0	0	0	15 (1)
Northcliff Road	Moore Avenue/N 1st Street to N 13th Street	4	1	1	0	0	0	0	5	2 (1)	0	2	15 (1)
E K Street	Olympic Highway North - N 13th Street	3	0	1	0	1	3	1	3	0	0	0	12 (0)
N Front Street (SR 3)	E Railroad Avenue to E Pine Street	1	0	0	0	0	5	5	0	0	0	0	11 (0)
W Franklin Street	N 1 <sup>st</sup> Street to city limits	1	0	0	0	2	2	4	1	0	0	1	11 (0)
E Railroad Avenue (SR 3)	N 1 <sup>st</sup> Street/S 1 <sup>st</sup> Street to N Front Street/S Front Street	0	1	0	0	0	0	7	1	0	0	1	10 (0)
N Shelton Springs Road	N 13 <sup>th</sup> Street/Alpine Way to Tarragon Avenue (city limits)	2	0	0	0	0	1	4	3 (1)	0	0	0	10 (1)
E Arcadia Avenue	Pioneer Way to Olympic Highway S	0	0	0	1	1	0	4	4	0	0	0	10 (0)
Total Crashes	-	165	34	12	7	31	55 (1)	191 (3)	65 (1)	22 (7)	11 (2)	16	617 (14)

- ◆ Fatal crashes – red dot
- ◆ Serious injury crashes– yellow dot
- ◆ 16 total fatal and serious injury crashes
  - ◆ 10 involved a bicycle or pedestrian



# Existing Crash History

- ◆ All bicycle and pedestrian crashes



# Risk Factors

Risk Factors represent roadway elements or circumstances that may have contributed to a crash. For the Local Road Safety Plan, we:

- ◆ Identified a list of risk factors for each Severe injury crash
- ◆ Reviewed the total list of risk factors and looked for factors that occurred in 25% or more of the Severe crashes
- ◆ Determined City-wide high priority risk factors

# Risk Factors

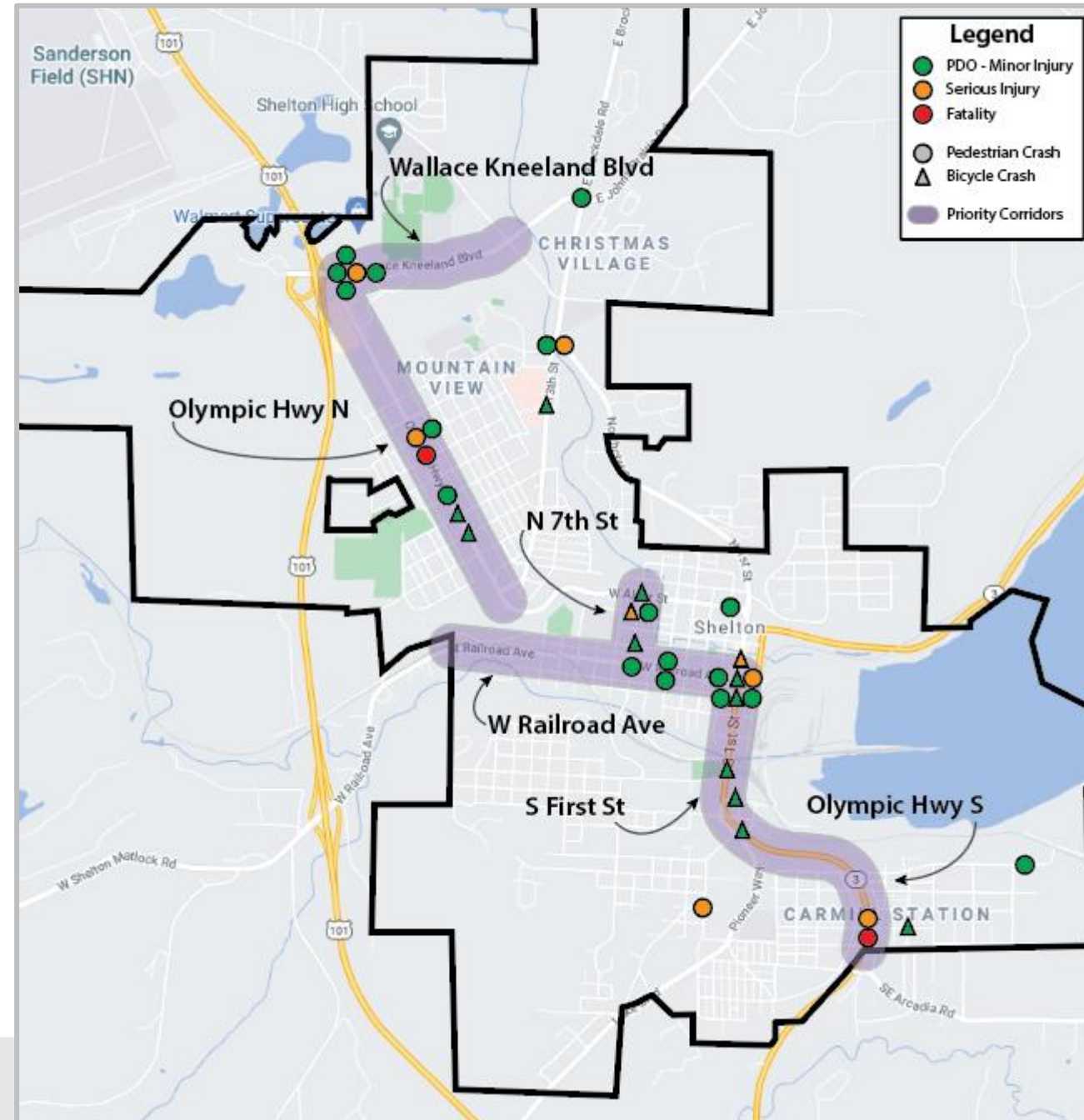
## High priority risk factors:

- Hitting pedestrians
- After dark but with illumination
- At or between intersections
- Along straight and level roadways with no traffic control
- In areas with both 25 and 30 mph speeds (the predominate speed limits within the city)
- Inattentive pedestrians (or pedestrians for which no contributing cause was identified in the crash report but for which inattention is a likely cause)
- Pedestrian crashes located along roadways and within crosswalks.



# Corridor Assessment

- ◆ High Priority Corridors
  - ◆ Olympic Highway N
  - ◆ W Railroad Avenue
  - ◆ N 7<sup>th</sup> Street
  - ◆ Wallace Kneeland Boulevard
  - ◆ S 1<sup>st</sup> Street
  - ◆ Olympic Highway S



# Corridor Assessment

- ◆ Input received from local stakeholders for seven locations:
  - ◆ Wallace Kneeland Boulevard – Oakland Bay Junior High School mid-block pedestrian crossing
  - ◆ W Railroad Avenue – Pedestrian crossing between 4<sup>th</sup> Street and 2<sup>nd</sup> Street
  - ◆ E Arcadia Avenue – Speeding/Pedestrian Concerns
  - ◆ E K Street – Afternoon School Traffic Friction
  - ◆ Pine Street and Railroad Avenue – Sight Distance
  - ◆ E Fir Street in Capital Hill area – Steep and Dusty/Sight Distance
  - ◆ N 13<sup>th</sup> Street/Shelton Springs Road – South Leg Pedestrian Crossing

# Potential Countermeasures



- ◆ Mini roundabouts to reduce speeds



# Included Countermeasures



- ◆ Curb extensions to reduce crossing distance

# Included Countermeasures



- ◆ Planter Strips to increase pedestrian street buffer



# Included Countermeasures



- ◆ Signalized pedestrian crossings

# Included Countermeasures



- ◆ Pedestrian midblock refuge to reduce exposure

# Preliminary Safety Project Prioritization

#	Location	Improvement	Total Cost
<b>Tier 1 – Priority Improvements</b>			
<b>1-A</b>	<b>Olympic Highway N at I Street</b>	<ul style="list-style-type: none"><li>• Install curb extensions</li><li>• Enhance illumination</li><li>• Develop ADA-compliant curb cuts and tactile warning strips</li><li>• Install advanced pedestrian crossing warning signs</li><li>• Install high visibility pedestrian treatments</li></ul>	<b>\$200,000</b>
<b>1-B</b>	<b>Olympic Highway S (SR 3) Mid-Block Pedestrian Crossing</b>	<ul style="list-style-type: none"><li>• Improve street lighting</li><li>• Install advanced pedestrian warning signs</li><li>• Install high visibility pedestrian treatments</li></ul>	<b>\$50,000</b>

# Preliminary Safety Project Prioritization

Tier 2 – Additional Improvements			
2-A	Olympic Highway N Between K Street and B Street	<ul style="list-style-type: none"> <li>• Install curb extensions</li> <li>• Enhance illumination</li> <li>• Develop ADA-compliant curb cuts and tactile warning strips</li> <li>• Install advanced pedestrian crossing warning signs</li> <li>• Install high visibility pedestrian treatments</li> </ul>	\$800,000
2-B	W Railroad Avenue Between 8 <sup>th</sup> Street and 1 <sup>st</sup> Street	<ul style="list-style-type: none"> <li>• Evaluate existing traffic signal and intersection operations at W Railroad Avenue/7<sup>th</sup> Street to assess potential protected left-turn phasing</li> <li>• Consider adding yield to pedestrian crossing signage on traffic signal mast arms</li> <li>• Install active pedestrian crossing signal at the intersection of W Railroad Avenue and 3<sup>rd</sup> Street</li> </ul>	\$100,000
2-C	E K Street at Mountain View Elementary School	<ul style="list-style-type: none"> <li>• Evaluate on-site circulation improvements to accommodate afternoon parent pick-up</li> <li>• Consider installation a pedestrian crossing at King Street</li> <li>• If supported by on-site access/circulation analysis, consider removing existing curb extensions at N Callanan Street and realign existing crosswalk</li> <li>• Consider in-street pedestrian crossing signs</li> </ul>	\$50,000
2-D	E Fir Street Between Otter Street and Magnolia Avenue	<ul style="list-style-type: none"> <li>• Upgrade roadway surface to chip seal or pavement</li> </ul>	\$175,000

# Preliminary Safety Project Prioritization

Tier 3 – Studies and Further Evaluation			
3-A	Wallace Kneeland Boulevard at Mid-Block Pedestrian Crossing	<ul style="list-style-type: none"> <li>• Monitor pedestrian and bicycle safety</li> <li>• Perform a speed study</li> <li>• Consider installation of refuge island</li> <li>• Consider installation of enhanced pedestrian signal treatment</li> </ul>	\$140,000
3-B	S 1 <sup>st</sup> Street (SR 3) Between Railroad Avenue and Harvard Avenue	<ul style="list-style-type: none"> <li>• Evaluate potential for roundabout control at Railroad Avenue and 1<sup>st</sup> Street</li> <li>• Develop citywide bicycle route plan to connect with downtown and rails to trails project south of downtown</li> </ul>	\$4,100,000
3-C	Arcadia Avenue Between Lake Boulevard and Olympia Highway S	<ul style="list-style-type: none"> <li>• Perform a speed study</li> <li>• Consider installation of a mini roundabout</li> <li>• Consider installation of speed bumps/speed tables</li> <li>• Consider installation of raised pedestrian crossings</li> <li>• Consider installation of curb, gutter, and sidewalk</li> <li>• Consider installation of enhanced illumination</li> </ul>	\$1,800,000
3-D	N 7 <sup>th</sup> Street Between W Alder Street and W Railroad Avenue	<ul style="list-style-type: none"> <li>• Develop city-wide bicycle route plan, to include identification of specific bicycle corridors</li> <li>• Consider enhanced bicycle treatments on 7<sup>th</sup> such as bike lanes</li> </ul>	\$50,000
3-E	Pine Street at 1st Street Intersection Sight Distance	<ul style="list-style-type: none"> <li>• Conduct an evaluation of the intersection to determine if a different control type could operate acceptably and reduce the sight distance needs</li> </ul>	\$2,000
3-F	N 13 <sup>th</sup> Street at Shelton Springs Road	<ul style="list-style-type: none"> <li>• Evaluate existing intersection operations and assess alternative control options</li> <li>• Consider installation of high visibility pedestrian treatments such as Rectangular Rapid Flashing Beacons (RRFBs) or other advanced pedestrian warning signs</li> </ul>	\$60,000



# Next Steps

- ◆ Finalize recommended projects for grant application
- ◆ Refine cost estimates to support grant application
- ◆ Present refined cost estimates and final Local Road Safety Plan to Council January 18<sup>th</sup> for approval
- ◆ Prepare grant application – due March 4<sup>th</sup>, 2022

Thank you for your time.



# 2022 City Safety Program Application for Funding



## Part 1: Agency Information

List the contact information for questions about the project(s) in this application:

- Agency name:
- Contact name:
- Title:
- Phone:
- Email:

List the city's regional or metropolitan planning organization name:

WSDOT Region where the city is located: See <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> for more information.

☐ Northwest ☐ Olympic ☐ Southwest ☐ North Central ☐ South Central ☐ Eastern

Describe the agency's progress toward meeting the following Americans with Disabilities Act (ADA)/Section 504 of the Rehabilitation Act requirements for the public right-of-way (e.g. Not started, % complete, complete)\*:

- ADA/Section 504 Coordinator: (Name/ Contact Info)
- Complaint/Grievance Procedures: \_\_\_\_\_
- Self-evaluation for the public right-of-way: \_\_\_\_\_
- Transition Plan or Compliance Planning Document (for the public right-of-way): \_\_\_\_\_
- Accessible pedestrian signal and pushbutton policy if a Transition Plan or Compliance Planning Document has not been completed and the jurisdiction uses or gets requests for accessible pedestrian signals and pushbuttons: \_\_\_\_\_

*\*This information will not be used to evaluate proposed projects. See Local Agency Guidelines Manual Chapter 29 for more information.*

## Part 2: Project Information

### Notes:

1. Provide all of the following information for every project within the priority list described below. Use the formats shown below.
2. The information below must be determined assuming the project will be constructed by design-bid-build or design-build and not by the agency's forces.
3. Include vicinity map(s) showing the location of all improvements/countermeasures.
4. For infrastructure improvements/countermeasures, include a conceptual plan and cross section showing the existing and final configurations.
5. The information below must match what is in the city's local road safety plan. Include the local road safety plan with this application.
6. Include a detailed cost estimate for each phase (preliminary engineering, right of way, and construction).

**Project Title:** Provide a title for every project within the priority list described below.

**Districts the project falls within:** See <http://app.leg.wa.gov/districtfinder/> for more information on the following.

- State legislative district #(s):
- Congressional district #(s):

**Description of Work:** List each improvement/countermeasure separately for every project within the priority list found in the local road safety plan. Note if the project is a Spot Location or Systemic project. List projects in order from highest to lowest priority.

*Example Project Descriptions:*

**Project 1 (Systemic):** improvement/countermeasure: *Example—Convert permitted phasing to flashing yellow arrow*

Location 1: *Example—Lee Ave. & Main St.*

Direction 1: *Example—Northbound*

Direction 2: *Example—Southbound*

Location 2: *Example—Reyes Blvd. & Fern St.*

Direction 1: *Example—Eastbound*

Direction 2: *Example-- Westbound*

**Project 2 (Spot):** improvement/countermeasure: *Example— Compact Roundabout*

Location 1: *Example— 2<sup>nd</sup> Ave. & Main St.*

Direction 1: *Example—Northbound*

Direction 2: *Example—Southbound*

Direction 3: *Example—Eastbound*

Direction 4: *Example-- Westbound*

Include the following information for each project:

**Project Schedule (Estimated milestones):** Copy this table for each project.

Project added to the Statewide Transportation Improvement Program (STIP)	Mo./Yr.
Project agreement signed with WSDOT Local Programs	Mo./Yr.
Begin PE (PE phase authorized by FHWA through WSDOT Local Programs)	Mo./Yr.
Community/stakeholder engagement complete	Mo./Yr.
Environmental documents (required for every project) approved by WSDOT Local Programs	Mo./Yr.
Begin right-of-way (RW phase authorized by FHWA through WSDOT Local Programs)	Mo./Yr.
Right-of-way completed (certification by FHWA through WSDOT Local Programs)	Mo./Yr.
Contract advertised	Mo./Yr.
Contract awarded	Mo./Yr.
Construction complete	Mo./Yr.

**Project Cost, Match Amount, and Requested Funding<sup>1</sup>:** Copy this table for each project.

Phase	Cost of entire phase	Match amount <sup>2</sup>	Amount requested from this program
Preliminary Engineering (PE)	\$	\$	\$
Right-of-Way (RW)	\$	\$	\$
Construction (includes construction administration) (CN)	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Source(s) of matching funds <sup>2</sup> :			

1. Round all numbers to the nearest \$1000.

2. This program requires a 10% match for both the PE and RW phases. Show a 10% match for each phase. Only show a 10% match for the CN phase if the city does not expect to get construction authorization from FHWA through WSDOT by April 30, 2025. If the city plans to meet this date, show \$0 in the table for the match. Federal funds cannot be used for the match.

Provide all of the following information for every project within the priority list found in the local road safety plan.

1. **Limits of work:** Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_
2. **Project in adopted plan?:** If this project is in an adopted plan (transportation plan, ADA transition plan, etc.), list the plan name and date adopted: \_\_\_\_\_
3. **Has this project had community/stakeholder engagement?** ☐ Yes ☐ No
4. **Coordination with other jurisdictions:** If any roadways in this application are owned or managed by another jurisdiction, such as a county, Indian tribe, federal agency, or WSDOT, list the roadways here: \_\_\_\_\_

Include a letter or email from each of the other jurisdictions that indicates concurrence with this application. Projects on state routes shall be coordinated through the appropriate WSDOT regional office identified above. Contact the Region Local Programs Engineer at <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> to start this process.

5. **Current Project Information:** Is this a current project? ☐ No. ☐ Yes. If yes, answer the following questions.
  - a. **Existing Project Number (if assigned – otherwise state “Not yet assigned”):** \_\_\_\_\_
  - b. **Explain the project status and why your jurisdiction is applying for additional funds:** \_\_\_\_\_
  - c. **Explain if the project description, schedule, or budget has changed and if so, how and why:** \_\_\_\_\_
  - d. **Does the project have current federal funding?** ☐ No. ☐ Yes. Identify the funding program (Highway Safety Improvement Program, Surface Transportation Block Grant Program, etc.). Federal funds cannot be used for the match.

**Crash data for Spot Location projects:** List the fatal and serious injury crashes this project has the potential to address. The spot location project must address one or more fatal and/or serious crashes from 2016-2020.

Location	Crash Report Number	Year
1.		
2.		
Etc.		

---

**Application submittal checklist:**

- ☐ Completed application form (One application per agency which includes all projects being considered for funding in priority order as reflected in the agency local road safety plan)
- ☐ Local Road Safety Plan/ Systemic Safety Plan
- ☐ Cost estimates for each project being considered for funding
- ☐ Vicinity map showing the location(s) of each project
- ☐ Project conceptual plans
- ☐ Project cross sections
- ☐ Cross jurisdictional letter of concurrence (as applicable)

Submit completed application and required documents to [HLPGrants@wsdot.wa.gov](mailto:HLPGrants@wsdot.wa.gov).



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 11/16/2021  
Brief Date: 12/07/2021  
Action Date: 01/04/2022

Department: **Community Development**  
Presented By: **Mark Ziegler, Director**

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Memorandum of Understanding  
(MOU) with Timberland Regional  
Library District**

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:  
**MOU**

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Timberland Regional Library District (TRL) is proposing to remodel the interior of the William G. Reed Library. The work entails painting of walls, installation of new flooring in select areas, removal and reconfiguration of the circulation desk and employee areas, storage and workspace and lighting upgrades. Such a project is not outlined under the current contract between the City and TRL so the memorandum of understanding more clearly outlines the rights and responsibilities of each party.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

Timberland Regional Library District will assume all costs of the project.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to approve the Memorandum of Understanding with Timberland Regional Library District for renovations of the William G. Reed Library."

## **MEMORANDUM OF UNDERSTANDING**

**Between City of Shelton and  
Timberland Regional Library District  
Regarding William G. Reed Library Building Renovations**

### **1.1 PARTIES**

This agreement is entered into between the City of Shelton ("City") and Timberland Regional Library District ("District"). The above entities are collectively referred to as the PARTIES.

### **1.2 PURPOSE AND USE**

The PARTIES agree that the purpose of this agreement is to establish rights and responsibilities for the renovations of the William G. Reed Library, located at 701 West Alder St.

### **1.3 DESCRIPTION OF PROJECT**

The City owns the library building and the District operates the library. The District agrees to oversee and pay for renovations in the building to include new floor surfacing as needed, new circulation desk, installation of storage and work spaces, upgraded lighting, , painting of walls and including all demolition.

### **1.4 TERM**

The term of this agreement shall commence immediately upon signatures of all PARTIES.

### **1.5 RESPONSIBILITIES OF THE DISTRICT**

The District recognizes all of the following as its responsibilities:

- Provide all funds necessary to complete renovations.
- Ensure that work is performed only by District staff or Washington State licensed and bonded contractors.
- Comply with Washington's Public Works bid laws (Chapter 39.04 RCW).
- Abide by all applicable laws including but not limited to Washington's laws against discrimination (Chapter 49.60 RCW and as subsequently amended); Washington's provisions in buildings for aged and handicapped persons (Chapter 90.92 RCW and as subsequently amended); Washington's Industrial Safety and Health Act (Chapter 49.17 RCW and as subsequently amended) and associated WAC provisions regarding safety standards; Washington's Unemployment Compensation provisions (Chapter 50.24 RCW and as subsequently amended); Hours of Labor; Workplace Surveys and Material Safety Data Sheets, and all other applicable laws and statutes. Any reference to laws or statutes in this Agreement or Exhibits/Attachments thereto is not intended to be a complete or exclusive list and should not be relied upon as such.



- Comply with the prevailing wage law of Washington State (Chapter 39.12 RCW).
- Provide the City copies of contract documents including bid specifications, scope of work, bid tabulations, executed contracts, design documents, color pallets, guarantees or warranties, and as built drawings if applicable.
- Ensure that all renovations are completed in accordance with accepted industry specifications and standards.
- Allow City staff to be present at any time to inspect work and craftsmanship.
- Defend, indemnify, and hold the City and its employees and agents harmless from all claims for damages arising out of the District's performance of its obligations under this MOU, including any and all claims related to the construction of the improvements.

## 1.8 EFFECTIVE DATE

This agreement shall be in full force and effect upon approval by the City and District officials signing below on behalf of all the PARTIES.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022**\_\_

\_\_\_\_\_

**TIMBERLAND REGIONAL LIBRARY DISTRICT**

By \_\_\_\_\_

**CITY OF SHELTON**

By \_\_\_\_\_



## Timberland Regional **LIBRARY**

### MEMORANDUM OF UNDERSTANDING

Between City of Shelton and  
Timberland Regional Library District  
Regarding William G. Reed Library Building Renovations

#### **1.1 PARTIES**

This agreement is entered into between the City of Shelton ("City") and Timberland Regional Library District ("District"). The above entities are collectively referred to as the PARTIES.

#### **1.2 PURPOSE AND USE**

The PARTIES agree that the purpose of this agreement is to establish rights and responsibilities for the renovations of the William G. Reed Library, located at 701 West Alder St.

#### **1.3 DESCRIPTION OF PROJECT**

The City owns the library building and the District operates the library. The District agrees to oversee and pay for renovations in the building to include new floor surfacing as needed, new circulation desk, installation of storage and work spaces, upgraded lighting, painting of walls and including all demolition.

#### **1.4 TERM**

The term of this agreement shall commence immediately upon signatures of all PARTIES.

#### **1.5 RESPONSIBILITIES OF THE DISTRICT**

The District recognizes all of the following as its responsibilities:

- Provide all funds necessary to complete renovations.
- Ensure that work is performed only by District staff or Washington State licensed and bonded contractors.
- Comply with Washington's Public Works bid laws (Chapter 39.04 RCW).
- Abide by all applicable laws including but not limited to Washington's laws against discrimination (Chapter 49.60 RCW and as subsequently amended); Washington's provisions in buildings for aged and handicapped persons (Chapter 90.92 RCW and as subsequently amended); Washington's Industrial Safety and Health Act (Chapter 49.17 RCW and as subsequently amended) and associated WAC provisions regarding safety standards; Washington's Unemployment Compensation provisions (Chapter 50.24 RCW and as subsequently amended); Hours of Labor; Workplace Surveys and Material Safety Data Sheets, and all other applicable laws and statutes. Any reference to laws or statutes in this Agreement or Exhibits/Attachments thereto is not intended to be a complete or exclusive list and should not be relied upon as such.

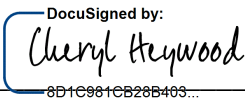
- Comply with the prevailing wage law of Washington State (Chapter 39.12 RCW).
- Provide the City copies of contract documents including bid specifications, scope of work, bid tabulations, executed contracts, design documents, color pallets, guarantees or warranties, and as built drawings if applicable.
- Ensure that all renovations are completed in accordance with accepted industry specifications and standards.
- Allow City staff to be present at any time to inspect work and craftsmanship.
- Defend, indemnify, and hold the City and its employees and agents harmless from all claims for damages arising out of the District's performance of its obligations under this MOU, including any and all claims related to the construction of the improvements.

### 1.8 EFFECTIVE DATE

This agreement shall be in full force and effect upon approval by the City and District officials signing below on behalf of all the PARTIES.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022**

### TIMBERLAND REGIONAL LIBRARY DISTRICT

By  \_\_\_\_\_ Cheryl Heywood \_\_\_\_\_  
8D1C981CB28B403...

### CITY OF SHELTON

By \_\_\_\_\_



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F2)

Touch Date:  
Brief Date:  
Action Date: 01/04/2022

Department: Administrative Services  
Presented By: Michelle Sutherland, Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Bargaining Agreement between  
City of Shelton and Shelton  
Employees Guild (Public Works  
and Parks)

#### ATTACHMENTS:

Agreement between City of Shelton  
and Shelton Employees Guild

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Negotiated a three (3) year Agreement between the City and Shelton Employees Guild representing all Full-time and Part-time employees in the Public Works and Parks Department, excluding supervisors, professional, confidential and clerical employees. Major changes from previous three (3) year Agreement include state and federal updates to language reflecting current state and federal regulations, development of a new salary schedule based on market analysis and comparable cities, changing front loaded vacation hours to an accrual process as currently utilized by other City staff, updating the current vacation schedule to reflect City policy, changing on call pay to a daily rate (not a weekly rate), updating the annual clothing allowance from \$250 to \$500, and adding Juneteenth as a City holiday.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

General wage increases of 4.0%, 3.5% and 3% over the three-year life of the Agreement; on-call premium pay \$40/per day; and additional medical premium contribution of \$75 in 2022, 2023 and 2024.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to approve the Agreement between the City of Shelton and the Shelton Employees Guild representing all Full-time and Part-time employees in the Public Works and Parks Department, excluding Supervisors, Professional, Confidential and Clerical employees for the period of January 1, 2022 through December 31, 2024."

---

# A G R E E M E N T

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC  
WORKS and PARKS DEPARTMENT, EXCLUDING SUPERVISORS,  
PROFESSIONAL, CONFIDENTIAL, AND CLERICAL EMPLOYEES

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

---

## TABLE OF CONTENTS

### DEFINITIONS

.....	3
PREAMBLE.....	4
ARTICLE 1            RECOGNITION .....	4
ARTICLE 2            PAYROLL DEDUCTION AND GUILD MEMBERSHIP .....	4
ARTICLE 3            STANDING COMMITTEE .....	5
ARTICLE 4            SAFETY COMMITTEE.....	5
ARTICLE 5            GRIEVANCE PROCEDURE.....	5
ARTICLE 6            HOURS OF WORK/OVERTIME .....	6
ARTICLE 7            VACATIONS.....	8
ARTICLE 8            HOLIDAYS .....	8
ARTICLE 9            SENIORITY .....	10
ARTICLE 10           WAGES AND CLASSIFICATIONS .....	11
ARTICLE 11           LONGEVITY .....	11
ARTICLE 12           PAYDAYS .....	12
ARTICLE 13           SICK LEAVE .....	12
ARTICLE 14           GROUP MEDICAL, DENTAL AND VISION INSURANCE.....	14
ARTICLE 15           LIFE INSURANCE .....	15
ARTICLE 16           DISABILITY INSURANCE .....	15
ARTICLE 17           CALL BACK .....	15
ARTICLE 18           MEAL TICKETS .....	15
ARTICLE 19           JURY DUTY PAY.....	16
ARTICLE 20           WORK RELATED CLOTHING .....	16
ARTICLE 21           SAVINGS CLAUSE .....	16
ARTICLE 22           MISCELLANEOUS PROVISIONS .....	17
ARTICLE 23           NOTICE OF DISCIPLINE AND DISCHARGE.....	17
ARTICLE 24           NON-DISCRIMINATION .....	17
ARTICLE 25           MANAGEMENT RIGHTS .....	17
ARTICLE 26           GUILD RIGHTS.....	18
ARTICLE 27           NO STRIKE NO LOCKOUT.....	18
ARTICLE 28           EMERGENCY COOPERATION .....	18
ARTICLE 29           DEFERRED COMPENSATION .....	18
ARTICLE 30           LIFE OF AGREEMENT .....	19

---

## DEFINITIONS

As used herein, the following terms are defined as follows:

- "Employer" means the City of Shelton, Washington.
- "Union" or "Guild" means Shelton Employees Guild
- "Employee" means a regular full-time or part-time employee in the bargaining unit covered by the Agreement. Benefits for part-time employees are prorated dependent upon the part-time employee's FTE status.
- "Bargaining unit" as used herein shall include regular full-time and part-time employees as set forth in the pay scale of this Agreement.
- "Supervisor(s)" means Department Heads, Superintendent, or management level Non-Bargaining unit employees
- "Promotion" means to move up at least one classification (higher range) with the Bargaining Unit, however, it does not mean to receive a step increase within a classification.
- "Transfer" or "Lateral" means moving within the same job classification.
- "Bid" means to apply for an open position by way of submitting a current resume, current completed City of Shelton employment application, as well as a letter of interest



---

AGREEMENT

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC WORKS and PARKS  
DEPARTMENTS, EXCLUDING SUPERVISORS, PROFESSIONALS, AND CONFIDENTIAL  
AND CLERICAL EMPLOYEES

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

---

PREAMBLE

This Agreement is made and entered into by and between, the CITY OF SHELTON, hereinafter known as the "Employer," and the Shelton Employees Guild, hereinafter known as the "Guild."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public. The Employer recognizes that Public Employees Relations Commission, hereinafter know as PERC, certified this membership in 2012.

ARTICLE 1 .....RECOGNITION

- 1.1 The Employer recognizes the Guild as the sole and exclusive bargaining agency for all regular full-time and part time employees of the Department of Public Works and Parks Department, excluding supervisors, professionals, and confidential and clerical employees.

ARTICLE 2 .....PAYROLL DEDUCTION AND GUILD MEMBERSHIP

- 2.1 All employees in the bargaining unit have a voluntary right to join the Guild, including the payment of monthly Guild dues and fees as specified below. Employees with questions about Guild membership will be referred to a Guild representative (e.g., Guild President, shop steward, etc.) and provided with a copy of this Agreement.
- 2.2 The Employer agrees that, upon written authorization of any employee who is a member of the Bargaining Unit, demonstrating the employee voluntarily agrees to join the Guild, the Employer shall deduct from the pay of said employee the monthly amount of dues and initiation fee, as certified by the Guild. If the employee wishes to cancel the written

---

authorization for dues deduction, he/she must notify the Guild in writing. The Guild shall notify the Employer of the same and instruct the Employer to discontinue the deduction no later than the second payroll after the written notification is provided. The Guild agrees to indemnify, defend, and hold the City harmless for any liabilities that arise through the City's compliance with the terms of this paragraph.

- 2.3 The City will notify the Guild of newly-hired bargaining unit employees. The Guild shall be provided thirty (30) minutes during each newly-hired employee's regular working hours for purposes of presenting information about the bargaining unit and membership in the Guild ("Guild orientation"). During Guild orientation, the Guild agrees to provide newly-hired employees with a copy of this Agreement. One (1) employee acting in the capacity of a Guild representative will be provided paid time to conduct the Guild orientation. Guild orientation shall generally occur during the City's new-hire onboarding process, but in no instance any later than ninety (90) calendar days after the first day of employment. Attendance at Guild orientation by a new-hired employee is voluntary and is not a mandatory condition of employment.

#### ARTICLE 3 .....STANDING COMMITTEE

- 3.1 The Guild shall elect up to four (4) members to a Standing Committee to meet with the Employer, of which any three (3) can act. In conducting Labor Negotiations up to three employees may attend without loss of pay. The Employer shall have one (1) or more member(s) on the Standing Committee to act for the City of Shelton. The Guild shall notify the Employer of its members and of any changes. The committee may bring in anyone they wish to assist them.

#### ARTICLE 4 .....SAFETY COMMITTEE

- 4.1 The Guild and the Employer agree to maintain a Safety Committee in compliance with federal and state law (WAC 296-800-130).

#### ARTICLE 5 .....GRIEVANCE PROCEDURE

- 5.1 A grievance shall be defined as a disagreement as to the interpretation or application of the express provisions of this Agreement. No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) business days after the occurrence of the event giving rise to the grievance or within fifteen (15) business days after the employee or the Guild has obtained or should have obtained knowledge of the occurrence of the event giving rise to the grievance. In no event will a grievance be entertained or processed unless it is received within 75 business days of the event giving rise to the grievance.
- 5.2 For purposes of this Grievance Procedure, the term "business days" shall mean those days the City of Shelton has offices open to the public, exclusive of emergency service departments. For each step of the grievance procedure below, the party responding to the grievance shall provide the other party a written response with findings. Each written response shall be provided within the timeframe of each grievance step. For example, if the Guild timely submits a Step 2 grievance, the City has seven (7) business days to submit a written response. If the Guild is not satisfied with the written response, it will

---

have seven (7) business days from receipt of the written response to submit a Step 3 grievance.

- 5.3 STEP 1 — The employee or the Shop Steward shall bring their grievance to the attention of the supervisor, who will investigate the cause of the complaint and work with the employee(s) to effectuate an equitable solution. The grievance shall identify the occurrence(s), issue(s) in dispute, terms of the Agreement alleged to be violated, and the remedy requested. Every effort shall be made to resolve the dispute at this level.
- 5.4 STEP 2 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the Director of the Department, who shall promptly meet with the Guild Standing Committee to attempt to resolve the grievance.
- 5.5 STEP 3 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the City Manager. Requests shall be made in writing, and mailed or delivered to the City Manager detailing the grievance.
- 5.6 STEP 4 — If the grievance is not resolved by the City Manager, the grievance may, within ten (10) business days, be referred to an arbitrator to be selected as follows:
- 5.6.1 The Guild shall file a request to the Public Employment Relations Commission for assignment of an arbitrator from the Commission's staff (WAC 391-65070).
- 5.7 DECISION — The Arbitrator shall have no authority to amend, modify, nullify, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the Arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The decision of the Arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.
- 5.8 COSTS AND EXPENSES — The fees and expenses of the Arbitrator and the cost of a written transcript for the Arbitrator, if prepared, shall be divided equally between the Guild and the Employer. Each party shall be responsible for compensating its own representatives, attorneys and witnesses, and purchasing its own copy of any written transcript.
- 5.9 TIME LIMITS — Time limits referred to in this Article may be waived only by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. If the Guild does not timely advance the grievance to the next step, any remedy awarded (e.g., backpay) from such grievance shall exclude the untimely time period.

#### ARTICLE 6.....HOURS OF WORK/OVERTIME

- 6.1 ALL DEPARTMENTS — For most bargaining unit positions, the work schedule shall generally consist of five (5) eight (8) hour days, four (4) ten (10) hour days, or an alternative work schedule. Except for Wastewater Treatment Plant employees, all scheduled work weeks shall include a minimum of two (2) consecutive days off. At the discretion of the Director of the Department, an alternate work schedule may be

---

established as appropriate to the needs of the Employer. When possible the Employer will provide advance notice to the employee of any changes in work schedule.

6.2 Scheduled Overtime Assignments: The Employer shall assign scheduled overtime work to employees that are available and qualified to perform the work. All work performed in excess of the regularly scheduled work day or in excess of forty (40) hours per week, not in conjunction with the regular shift, shall be paid at the minimum of two hours at the overtime rate of one-and-one-half (1½) times the regular rate of pay.

6.3 Employees assigned to work at the Wastewater Treatment Plant may be assigned to a regular schedule consisting of four (4) hours on Saturday, four (4) hours on Sunday, four (4) eight (8) hour days on Monday through Thursday inclusive, and Friday off. Weekend on-call shift hours are paid at the regular hourly rate.

Example 1: An employee scheduled to work five (5) eight (8) hour days, they may work Monday through Friday, 7:30 AM to 4:00 PM, with the on-call shift being four hours on Saturday, four hours on Sunday, with the following Friday off.

Example 2: An employee scheduled to work four (4) ten (10) hour days, they may work Monday through Thursday 7:00 AM to 5:30 PM with the on-call shift being four hours on Friday, three hours on Saturday, three hours on Sunday, with the following Thursday off.

6.3.1 WWTP EMPLOYEE ON-CALL DUTIES: On-call shifts occur on a 24-hour basis, from 12:00 AM through 11:59 PM, and will be equitably divided among all eligible WWTP employees. On-call employees will receive an on-call premium of \$40.00 per day.

6.3.2 Cellphone initiated changes to SCADA and corresponding overtime is limited to those employees who are regularly scheduled to be on-call or during their regularly scheduled working hours. Except however, in the event the on-call Operator is not able to make the necessary process changes, either due to not having the appropriate certifications, or unavailability to make such changes, the Operator making the changes will be compensated the appropriate overtime pay dependent on whether the SCADA changes were made remotely or in person. In such case, compensation for SCADA changes made remotely via mobile phone will 0.5 hours (30 minutes) of overtime; compensation for SCADA changes in person will be 3.0 hours of overtime.

6.3.3 Regardless of the foregoing, Operators must be a certified Tech III in order to make process changes, or work under direct supervision of a Tech III, authorized to make such changes.

6.4 COMPENSATORY TIME — With the written authorization of the Superintendent or designee, an employee may accrue up to 80 hours of compensatory time during the calendar year in lieu of paid overtime. Compensatory time may be used in the same manner as vacation time. At the end of each calendar year, the City will cash out any compensatory time that is more than one (1) year old as of December 31st.

---

6.5 NON-WWTP EMPLOYEE ON-CALL DUTIES – The City shall establish an on-call rotation for all qualified employees occupying positions at the level of Operator and above (e.g., Operator, Field Supervisor, Assistant Field Supervisor, etc.). This on-call rotation is separate from the on-call rotation applicable to WWTP employees. On-call duty includes all hours outside of the City’s regular business hours, including 24 hours per day on weekends and holidays. On-call employees will receive an on-call premium of \$40.00 per day. At the option of the City, qualified employees who are placed on the on-call rotation shall be provided either a City-issued cellphone or monthly cellphone allowance per City Policy 200-1610, with employees following the terms of the policy. Employees placed on-call will follow the terms of the City’s on-call policy.

6.6 SUMMER SCHEDULE

From spring to fall of each year of this Agreement, employees may be eligible to work a ten (10) hour shift four (4) days per work week, as determined on a case-by-case basis by management, based on operational needs, with at least ten (10) business days of notification by the City, or as soon as practicable.

A goal of the 4/10 Summer Schedule is to provide employees with three (3) consecutive days off per week. Items such as special projects, employee vacations, and community festivals may modify the days worked each week. Management reserves the right to schedule the working days for each employee, but guarantee a minimum of two (2) consecutive days off per work week, per Section 6.1.

---

**ARTICLE 7****VACATIONS**

- 7.1 Vacations are authorized for all regular full-time employees shall accrue monthly, as follows:

<b>Years of Service</b>	<b>Hours Per Month</b>	<b>Hours Per Year</b>
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

Vacations are also authorized for all regular part-time employees on a pro-rated basis. Vacation time off is paid at the employee's base pay rate at the time of vacation.

- 7.2 Vacation leave shall generally be requested two (2) weeks in advance of the commencement of leave. Vacation leave shall be approved and authorized by the Superintendent or designees so long as the request does not unduly interfere with operations.
- 7.3 If an employee has no sick leave accrued and is sick, they may opt to take vacation time accrued before taking unpaid leave.
- 7.4 Where employment commences on or before the fifteenth day of any month, vacation leave shall accrue as of the first day of such month; where employment commences after the fifteenth day of any month, vacation leave shall accrue as of the first day of the following month.
- 7.5 Vacation shall accrue and accumulate except during an unpaid leave of absence greater than 30 days. Accrued vacation is posted and available for use on a monthly basis. If an employee has more than 10 hours of leave without pay in any given month vacation accruals will be pro-rated.
- 7.6 Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate (e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap). Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.
- 7.7 Any vacation accrual over the "cap" shall only be allowed under the most critically extenuating circumstances, which shall have been pre-approved by the Department Head and the City Manager.
- 7.8 Upon separation of employment, regular status employees who have completed their

---

probationary or introductory period shall be paid for all eligible vacation time that has been earned through the last day of work. If employment ends on or before the fifteenth of the month, the employee does not get the vacation time accrual for that month. If employment ends after the fifteenth of the month, vacation time is accrued for that month and shall be paid.

- 7.9 Refer to Personnel Policy 200-1360, Retirement Benefits, regarding vacation pay-off upon retirement.

ARTICLE 8.....HOLIDAYS

- 8.1 The following legal holidays shall be observed by bargaining unit employees:

<u>Holiday</u>	<u>Date To Be Observed</u>
New Year's Day	January 1
M.L. King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas	December 25
Two Personal Holidays	At Employee's Choice

- 8.2 Whenever any legal holiday falls on a Saturday, then such holiday shall be celebrated on Friday. Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday.
- 8.3 All DEPARTMENTS — When an alternative work schedule is in effect, the employee may use eight (8) hours of holiday leave on the legal holiday. To complete the work week, through mutual agreement with the Superintendent or designee, the employee may:
- 8.3.1 Use vacation leave or compensatory time for any remaining regularly scheduled work hours for the day on which the holiday falls; or
- 8.3.2 Work those remaining hours on one (1) or more regularly scheduled work days within the work week containing the holiday; or
- 8.3.3 Work a regular five-day, eight-hour work week for the week containing the holiday.
- 8.4 If the legal holiday is a regularly scheduled day off, the employee may use eight (8) hours of holiday leave at a time mutually agreeable to the employee and the Employer, but generally within the same work-week.
- 8.5 Floating Holidays – Floating holidays shall be taken pursuant to the following guidelines:



- 
- 8.5.1 In addition to the recognized national holidays listed above, eligible employees shall receive two (2) floating holidays in each calendar year. To be eligible, employees must successfully complete six (6) months of employment with the City.
  - 8.5.2 Where employment commences on or before the fifteenth (15<sup>th</sup>) day of any month, floating holidays shall accrue as of the first day of such month. Where employment commences after the fifteenth (15<sup>th</sup>) day of any month, floating holidays shall accrue as of the first day of the following month.
  - 8.5.3 An employee may use up to sixteen (16) hours of personal holiday time each calendar year, provided;
    - 8.5.3.1 The employee has given not less than 14 calendar days written notice to the Superintendent or designee; provided, however, the employee, Superintendent or designee may agree upon an earlier date; and
    - 8.5.3.2 The number of employees selecting a particular day off or any other factor does not prevent the Employer from providing continued public service.
  - 8.6 The personal holiday time must be taken during the calendar year or entitlement to the day will lapse. The employee may be granted an extension only by the City Manager and only when the employee can show that the Employer has unduly denied the employee an opportunity to schedule and use personal holiday(s).
  - 8.7 When the Superintendent or designee are unable to grant all requests for a particular holiday and assure continued public service in the Department, the earliest request will be given first consideration.
  - 8.8 Each employee who works on any holiday shall have the option to be paid at the rate of one-and-one-half (1½) times the regular rate of pay for all hours worked in addition to regular pay or to be given time off at the time-and-one-half rate in lieu of overtime pay, subject to the compensatory time cap. If the employee elects time off, it shall be taken at a time mutually agreed upon by employee and the Superintendent or designee.

---

ARTICLE 9

SENIORITY

- 9.1 PROBATION — All new employees, including rehires, shall be considered as probationary employees and must successfully complete a six (6) month probationary period before attaining regular employee status. During the probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer and such action shall not be subject the grievance procedure. The probationary period may be extended one-time for up to six (6) months if justification is provided in writing to the employee and the Guild. Additional extensions to the probationary period may be applied with mutual agreement of the parties.
- 9.2 PROMOTIONS AND TRANSFERS — When a job opening occurs, such opening shall be filled in the following manner:
- 9.2.1 Permanent Vacancy — When a vacancy within the bargaining unit is created due to a termination, separation, promotion, demotion, or as the result of a new position, and the Employer determines to replace the previous incumbent and/or hire a new employee, employees within the bargaining unit, shall have the opportunity to bid for that position before the vacant position is filled from the outside. Bargaining unit employees interested in applying for the position shall submit a letter of interest within five (5) business days of the position being posted by the City. The Employer will then consider qualifications, training, education, performance, and seniority in evaluating the bid(s) and in deciding if the position should be opened for external recruitment. If a vacancy is posted externally by the City, interested bargaining unit employees who have not yet applied may still submit a letter of interest.
- 9.2.2 Posting — Notice of permanent bargaining unit vacancies shall be posted on bulletin boards in the respective divisions for seven (7) calendar days. Employees interested in applying for the vacancy shall apply in accordance with the terms of Article 9.2.1.
- 9.2.3 Return — Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice.
- 9.3 PROCEDURES FOR REDUCTION IN PERSONNEL — Employees will be laid off in accordance with their seniority and their ability (as determined by the Employer), to perform the remaining work available without significant further training. Ability to perform the work shall take into consideration the employee's training, experience, skills, educational requirements (where appropriate), and specific licenses and certifications related to the job. When two (2) or more employees have relatively equal qualifications (skills, knowledge, abilities, experience, and certifications) to do the work without further training, the employee(s) with the least seniority will be laid off first. To avoid layoff, an employee may bump the least senior employee in any classification that they previously held, and are able and qualified to perform the work without further training. If two (2) or more employees were hired on the same date prior to the execution of this Agreement, seniority shall be determined alphabetically based on last name. Any employee hired after the execution date of this agreement shall establish seniority by date and time of hire.

- 
- 9.4 RECALL PROCEDURE — Employees shall be recalled in the reverse order of layoff to perform the remaining work available without significant further training prior to hiring any new employee to perform the work. The Employer has no obligation to recall an employee after he or she has been on continuous layoff for a period of three (3) years. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the individual.
- 9.5 LEAVE OF ABSENCE — Any employee elected or appointed to permanent Guild office, or as a delegate on behalf of the Guild, necessitating a leave of absence, may at the discretion of the Department Director be granted leave of absence by the Employer, provided sufficient advance notice is given so that such employee's work may be properly cared for. Any employee absent pursuant to such leave of absence shall retain and accumulate all seniority rights. All such leaves of absence shall be granted in writing by the Employer and a copy of the letter granting such leave shall be filed with the Guild and with the employee.
- 9.6 RETENTION OF SENIORITY — Seniority shall be retained and accumulated for any employee who has been promoted to a position out of the bargaining unit for a period of twelve (12) months, at the end of which time his/her seniority shall be forfeited.

ARTICLE 10 .....WAGES AND CLASSIFICATIONS

- 10.1 Progression through the step plan in Appendix A, B, and C shall be based upon satisfactory performance as determined by the Employer in consultation with the Superintendent or designee.
- 10.2 WAGES - Effective January 1, 2022, employees shall receive a 4.0% increase in wages as reflected in Appendix A.
- 10.3 WAGES - Effective January 1, 2023, employees shall receive a 3.5% increase in wages as reflected in Appendix B.
- 10.4 WAGES - Effective January 1, 2024, employees shall receive a 3.0% increase in wages as reflected in Appendix C.
- 10.5 MARKET ADJUSTMENTS – During the term of this Agreement, at the option of the City, the City may reopen this Agreement solely for purposes of adjusting employee wages to reflect a market compensation study. Should the City exercise this right, it will provide thirty (30) days' written notice to the Union, and guarantees that no position in the bargaining unit will be subject to a wage decrease as a result of the study.
- 10.6 The overtime rate of pay shall be determined by multiplying the above hourly rate by 1.5.
- 10.7 OUT OF CLASS PAY — An employee who is appointed by the Employer temporarily to work outside of their job classification for more than one (1) week will receive pay consistent with the applicable salary schedule but in no event be paid more than 10% of their regular wage rate. The out of class pay shall not apply retroactively. Assistant Field Supervisor and WWTP Tech positions are not eligible for out of class pay.

---

ARTICLE 11 .....LONGEVITY

- 11.1 The Employer agrees to the following longevity pay scale which shall be added to the monthly pay of each employee eligible:
- Beginning 5th year — \$ 50.00
  - Beginning 10th year — \$100.00
  - Beginning 15th year — \$150.00
  - Beginning 20th year — \$200.00
  - Beginning 25th year — \$250.00
  - Beginning 30th year — \$300.00
  - Beginning 35th year — \$350.00

ARTICLE 12 .....DIRECT DEPOSIT AND PAYDAYS

- 12.1 Employees are required to enroll in direct deposit at a financial institution of their choice. Paydays shall be on the 10th of each month plus a draw of up to forty percent (40%) of the gross monthly pay on the 25th day of each month. If the payday falls on a holiday or weekend, then the payday will be the last regular business day prior to the 10th or the 25th. Payroll checks or stubs shall identify the amount earned, hours worked, overtime and the deductions made.

ARTICLE 13 .....SICK LEAVE AND PAID FAMILY AND MEDICAL LEAVE

- 13.1 All regular full-time employees shall be entitled to accrue eight (8) hours of sick leave for each month of employment. Full-time employees may accrue an unlimited amount of sick leave during the calendar year, however, annual carryover is limited to nine hundred sixty (960) hours, with any excess forfeited at year end. Part-time employees budgeted at least twenty (20) hours per week (0.5+ FTE) earn sick leave on a prorated basis. Part-time employees budgeted below (20) hours per week (<0.5 FTE) earn sick leave at the rate of one (1) hour of sick leave for every forty (40) hours actually worked, with a maximum annual carryover of forty (40) hours. To ensure compliance with Washington's Paid Sick Leave Law, the City will track statutory sick leave accruals separately from the more generous accruals provided by this Agreement.
- 13.2 Sick leave may be used for the following authorized purposes:
- 13.2.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
  - 13.2.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Solely for purposes of Article 13.2.2, "family member" shall be defined to include children (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), parents (including biological, adoptive, de facto, or foster parent, stepparent, or legal

---

guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouses, registered domestic partners, grandparents, grandchildren, and siblings.

13.2.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

13.2.4 When the employee is authorized to use sick leave for absences that qualify for leave under Washington's domestic violence leave act, RCW 49.76 et seq.

13.2.5 Any other authorized purpose required by State law.

13.2.6 Medical appointments and other partial-day sick leave absences shall be accounted for by actual time off, rounded to the next nearest one-half hour.

13.3 For absences exceeding three (3) days, the City may request medical verification confirming that sick leave was taken for an authorized purpose. When requested, an employee shall have ten (10) calendar days, beginning from the date of the first sick leave absence, to obtain and provide medical verification to the City. On a case-by-case basis, an employee is subject to excusal from providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the City. An employee excused from the requirement may be required to submit alternative verification.

13.4 Any employee shall be subject to disciplinary action for misuse of sick leave.

13.5 Unless confined to a hospital, or on extended sick leave stay previously approved by the City, an employee must call before their scheduled shift and notify the Superintendent or designee, as appropriate, of their need for sick leave. When an employee's need for sick leave is unforeseeable, such as emergencies, the employee shall attempt to notify the Superintendent or designee as soon as possible before the start of their shift, however, if advance notice is not possible, the employee shall provide notice as soon as possible thereafter, no later than the start of the next scheduled shift. For emergencies, an employee may ask a representative (e.g., friend, family member, caregiver, co-worker) to provide notice on the employee's behalf. No sick leave shall be granted in less than one-half hour increments.

13.6 BUYBACK — Once an employee has attained a minimum of four hundred eighty (480) hours of accumulated sick leave, the employee has the following options:

13.6.1 He or she may accumulate any sick leave earned during the working year beginning on January 1st and ending on December 31st of that year, subject only to an annual carryover maximum of nine hundred sixty (960) hours.

13.6.2 The employee may redeem up to a maximum of ninety-six (96) hours of sick leave in December of each year, at the rate of \$15.00 per hour, provided the employee maintains a balance of at least 480 hours after the redemption.

---

Example #1: An employee starts the year with 480 hours, accrues an additional 96 hours during the calendar year, but uses 40 hours due to a sickness, and therefore ends the year with 536 hours. The employee may redeem a maximum of 56 hours.

Example #2: An employee starts the year with 700 hours, accrues an additional 96 hours during the calendar year, but uses all 96 hours due to a sickness, and therefore ends the year with 700 hours. The employee may still redeem a maximum of 96 hours because he/she will maintain a minimum balance of at least 480 hours after the redemption.

13.6.3 The employee shall notify the Employer on or before December 1<sup>st</sup> of the current working year of his or her intent to accumulate or redeem the sick days earned during that working year.

13.7 Employees may cash-out sick leave under this section at the following rates:

Reason	Percentage of total accrued, unused leave
Termination for cause or Resignation in Lieu of Termination	0%
Voluntary Resignation	25%
Layoff	50%
Death	100%
Retirement (PERS)	100% for first 360 hours, 25% for up to an additional 360 hours
Permanent Disability Separation	100%
<i>Note: An employee is "permanently disabled" by verification and determination of the state Department of Retirement Services or the federal Social Security Administration.</i>	

13.8 If an employee is unable to work due to an on-the-job illness or injury, and the employee is also receiving Workers' Compensation time-loss payments or any other insurance provided by the City, the employee shall receive sick leave in an amount which, when combined with the time-loss or other insurance payments, shall equal the employee's regular salary. Upon returning to work, the employee shall cooperate with the City to reconcile the correct deduction of sick leave and/or reimbursement of payments to achieve the employee's regular salary.

13.9 Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by a payroll tax paid to the State of Washington and subject to annual revision, with the Employer and Union agreeing to the statutory default cost-sharing percentages listed in RCW 50A.04.115 (i.e., the City pays 55% of medical premiums, employees pay 45% of medical premiums and 100% of family premiums). The City reserves the right to self-insure, provided benefits remain the same or better to employees. In addition, during the term of this Agreement, the City reserves the right to reopen this Agreement for the sole

---

purpose of bargaining the interplay between the Family and Medical Leave Program and the other paid leave provided by this Agreement.

ARTICLE 14 .....GROUP MEDICAL, DENTAL, AND VISION INSURANCE

- 14.1 The Employer offers full-time employees and their enrolled dependents a choice between four health insurance plans offered by the Association of Washington Cities (AWC): (1) HealthFirst 250; (2) Kaiser 200; (3) HealthFirst High-Deductible Health Plan (HDHP); and (4) Kaiser High-Deductible Health Plan (HDHP).
- 14.1.1 For 2022, on a monthly basis, the Employer shall contribute a flat-dollar amount of up to \$1,650.00 toward the cost of health insurance premiums. For 2023, the Employer's flat-dollar contribution shall increase up to \$1,725.00. For 2024, the Employer's flat-dollar contribution shall increase up to \$1,800.00. To be eligible for this monthly contribution, the employee must actually enroll in one of the four AWC plans. Any remaining balance owed for the cost of the premiums shall be paid by the employee.
- 14.1.2 Employees not utilizing the full monthly contribution by the City may open a Health Reimbursement Account (HRA) and request the City deposit the difference, up to a maximum of seventy-five dollars (\$75) per month, into the HRA. Employees are solely responsible for all fees charged by the HRA.
- 14.1.3 Employees who enroll in an HDHP option and open a Health Savings Account (HSA) will receive 100% of the cost difference between HealthFirst 250 and the selected HDHP, deposited into their HSA on a monthly basis.
- 14.1.4 Part-time employees budgeted at thirty (30) hours per week (0.75 FTE) or greater are eligible for enrollment in health insurance, and will receive a monthly contribution from the City on a pro-rated basis. Part-time employees budgeted below thirty (30) hours per week (0.75 FTE) are not eligible for health benefits.
- 14.2 VISION - The Employer shall pay 100% of the premiums for the VSP vision care plan.
- 14.3 DENTAL - The Employer shall pay 100% of the premiums for the AWC Dental Plan E.
- 14.4 The Employer shall pay the above premiums for dependents for an additional 30 day period and 90 days for the employees if laid off or disabled.
- 14.5 No changes may be made under this section unless the overall level of benefits under the proposed policy is comparable to the overall level of benefits provided above.

ARTICLE 15 .....LIFE INSURANCE

- 15.1 The City will provide for, on behalf of each employee, a term life insurance policy with a \$100,000 benefit for the employee. The spouse of each employee is covered in the amount of \$10,000, and each dependent child shall be covered in the amount of \$2,000. However, at no time shall the amounts provided violate the provision of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance



---

coverage. Employees may continue to elect to purchase supplemental life insurance in accordance with the program(s) offered by the City.

15.1

ARTICLE 16 .....DISABILITY INSURANCE

16.1 The Employer shall provide long term disability insurance to each employee covered by this contract. The plan shall provide 60% benefit level payable after a ninety (90) day elimination period.

16.2 The Employees may establish a Retiree Medical Savings Plan through employee contributions.

ARTICLE 17 .....CALL BACK

17.1 Any Guild member shall be given a minimum of three (3) hours overtime when called back to work. Call back is defined as follows: When Guild members have completed their regular shift or period of work and have left the City Shop, WWTP Plant, Civic Center, or other regularly-assigned work location.

ARTICLE 18 .....MEAL STIPEND

18.1 Any employee shall receive a meal stipend of fifteen dollars (\$15) in the event of an emergency situation when he or she has worked more than two (2) hours overtime at the end of their regular shift or four (4) hours overtime as a result of a call back. The employee shall receive an additional meal stipend for every four (4) hours of additional overtime worked.

ARTICLE 19 .....JURY DUTY PAY

19.1 Any employee, who is required to perform jury duty, including grand jury duty, shall be compensated at their regular rate for time served in performance of jury duty. If jury service is at a time other than the employee's regularly scheduled day, the employee may accrue compensatory time for jury service. The Employer may require documentation from the court substantiating time served on jury duty. Any stipend received for jury duty shall be returned to the Employer and any mileage costs paid to the employee shall be retained by said employee.

ARTICLE 20 .....WORK RELATED CLOTHING

20.1 The Employer shall provide five hundred dollars (\$500.00) for purchasing work related clothing items for each bargaining unit employee. Employees are responsible for having work related clothing in good condition at the work site each day.

20.2 The work related clothing allowance shall be paid annually on the April payroll check.

20.3 Work related clothing shall mean:

Work Boots

---

Rain Gear (top bottom and boots)  
Insulated Bib Overalls  
Coat  
Work Shirts  
Work Pants

- 20.4 The Guild and the City agree to the creation of a voluntary training program for Maintenance Workers (both Public Works and Parks). This voluntary training program is for Maintenance Workers that currently hold a Class B CDL or higher. Employees may enter the program at any point throughout the year. Mid-year trainees will be placed at the end of the rotation. Participants will be scheduled per seniority on a rotating monthly basis. The amount of training time may vary per employee. Participants of this program will be evaluated each calendar year for continuing eligibility. There will not be any guaranteed amount of training promised to the employee from the Guild or the City. Participation does not assure an Operator position will be granted. If qualifications and abilities are equal, seniority shall prevail. An Operator must accompany trainees at all times. This non-probationary program can be altered by any mutual agreements between the City and the Guild, and may be terminated by the City at any time.

#### ARTICLE 21 .....SAVINGS CLAUSE

- 21.1 Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### ARTICLE 22 .....MISCELLANEOUS PROVISIONS

- 22.1 A bulletin board shall be provided for the Guild notices. The Guild shall keep the board in good order. Guild shall hold Employer harmless for any loss resulting from anything on the bulletin board.
- 22.2 The City will notify the Guild within ten (10) business days of receipt of a public records request that seeks records containing information that specifically and personally identifies an affected bargaining unit employee. The City will notify the Guild within ten (10) business days of any public records request that specifically identifies and seeks records regarding the Guild.

#### ARTICLE 23 .....NOTICE OF DISCIPLINE AND DISCHARGE

- 23.1 JUST CAUSE — The Employer may discipline and discharge employees for just cause.
- 23.2 NOTICE — The Employer shall notify the bargaining unit member of any punitive disciplinary action concurrent with commencement of the action.
- 23.3 PROGRESSIVE DISCIPLINE — The Employer agrees that, with the exception of instances of egregious misconduct, discipline will generally proceed from less severe to more severe (for example: oral warning - written warning - suspension - termination). However, the

---

Employer retains the sole right to determine what level and type of discipline should be imposed.

- 23.4      TERMINATION — Non-probationary employees shall be notified in writing of the reason(s) for discharge at the time of or prior to separation. The Guild shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.
- 23.5      PROBATIONARY EMPLOYEES — The Employer may separate probationary employees with or without cause.
- 23.6      In the event of documented reprimand is placed in an employee's permanent personnel file, after one year from the date of the reprimand the employee may request that the Employer remove such reprimand from the file. Removal of said reprimand shall be at the sole discretion of the Employer and the Employer's decision shall not be the subject of a Grievance.

ARTICLE 24 .....NON-DISCRIMINATION

- 24.1      The Employer and the Guild shall not discriminate employees based on their color, race, religion, creed, age, sex, sexual orientation, gender expression or identity, national origin, marital status, military status, status as an honorably discharged veteran, genetic information, or mental or physical disability, in accordance with State and Federal rules and regulations. Bona fide occupational qualifications based on the above traits do not violate this section. Employees may challenge practices or actions that they allege violate the provisions of this Article through the City's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to arbitration under Article 5 of this Agreement.

ARTICLE 25 .....MANAGEMENT RIGHTS

- 25.1      Any and all rights concerned with the management and operation of the Department of Public Works, including Engineering, and the Parks Department, are exclusively that of the Employer unless otherwise specifically provided by the terms of this Agreement. The Employer has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend, or discharge employees for cause, to assign work, determine job content and job duties of employees, and determine the number of personnel to be assigned duty at any time, to determine and introduce new methods or facilities to increase productivity, to determine the work and shift schedule, to establish performance standards and evaluations, to contract for goods and services for operation of the Department, and to perform all of the functions not otherwise expressly limited by this Agreement.

ARTICLE 26 .....GUILD RIGHTS

- 26.1      The Guild has all rights which are specified in the provisions in this Agreement and retains all rights granted by law, except as such rights may be limited by the provisions of this Agreement.

---

ARTICLE 27 .....NO STRIKE NO LOCKOUT

- 27.1 Neither the Guild nor its officers, agents, representatives, or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other stoppage of work or interference of any kind with operations during the life of this Agreement.
- 27.2 There shall be no lockout by the Employer during the term of the Agreement

ARTICLE 28 .....EMERGENCY COOPERATION

- 28.1 The City and the Guild agree to work in partnership toward a flexible and expeditious response to man-made and natural disasters and emergencies, including potential emergency conditions arising from or related to technology problems. For the purpose of this Article "emergency or disaster" shall have the meaning as provided in RCW 38.52.010 (6). Under conditions of emergency or disaster, the Guild agrees that in accordance with its management rights provisions of this Agreement the City may take the following emergency actions: (1) assign out-of-class work to bargaining unit employees; (2) assign bargaining unit work to excluded employees and/or management employees; (3) assign duties to bargaining unit employees which are not within the job descriptions of the employee(s); (4) hire temporary and contract employees to do bargaining unit work when no qualified member of the bargaining unit is available; (5) in the event of a serious revenue shortfall resulting from an emergency or disaster, the City may offer bargaining unit employees the option of a temporary reduction in their compensation in lieu of reduction in force. Under the conditions of an emergency or disaster, the Guild agrees that so long as the emergency actions described herein are undertaken during the existence of an emergency or disaster (with a City Council declaration of an emergency or disaster as soon as practicable), or the period of recovery immediately following an emergency or disaster, such action shall not constitute a violation of any terms or conditions of the Agreement.

ARTICLE 29 .....DEFERRED COMPENSATION

- 29.1 The Employer shall contribute matching funds into one of the City's adopted deferred compensation programs as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six and two-tenths percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

ARTICLE 30 .....LIFE OF AGREEMENT

- 30.1 This Agreement shall remain in full force and effect until December 31, 2024~~2021~~. The Guild and Employer shall give written notice on or before September 1st of any year the contract is due to be amended or terminated provided that if notice of modification or termination is given, this Agreement shall remain in effect up to one (1) year thereafter during the term of negotiations for a replacement Agreement, consistent with RCW 41.56.123. On notice, the parties shall meet and negotiate in good faith to arrive at

---

agreed modification or successor contract to be effective at the expiration of the term thereof. The prior contract currently in existence is hereby rescinded and this Agreement substituted in its stead, as comprising the entire Agreement currently existing between the parties.

In witness whereof, the parties have executed the Agreement as their free and voluntary act on the dates set forth below.

**CITY OF SHELTON**

**SHELTON EMPLOYEES GUILD**

\_\_\_\_\_  
Jeff Niten  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Rhodes  
Guild President

\_\_\_\_\_  
Date

## APPENDIX A – 2022 Wages

<b>SALARY SCHEDULE</b>		Base Min.	End of 6 Mths.	End of 1 Yr.	End of 18 Mths.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.	End of 5 Yrs.	End of 6 Yrs.
<b>Position</b>	<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>	<b>Step H</b>	<b>Step I</b>
Custodian	14	19.35	20.32	21.34	22.40	23.07	23.77	24.48	25.21	25.97
Maintenance Worker	16	21.28	22.34	23.46	24.63	25.37	26.13	26.91	27.72	28.55
Wastewater Treatment Plant Tech Train	17	23.13	24.29	25.50	26.78	27.58	28.41	29.26	30.14	31.04
Heavy Equipment Operator	18	24.54	25.77	27.06	28.41	29.26	30.14	31.05	31.98	32.94
Sr. Heavy Equipment Operator	19	25.77	27.06	28.41	29.83	30.73	31.65	32.60	33.57	34.58
Wastewater Treatment Plant Tech I	19	25.77	27.06	28.41	29.83	30.73	31.65	32.60	33.57	34.58
Asst. Water Quality Specialist	19	25.77	27.06	28.41	29.83	30.73	31.65	32.60	33.57	34.58
Wastewater Treatment Plant Tech II	20	27.06	28.41	29.83	31.32	32.26	33.23	34.23	35.25	36.31
Water Quality Specialist	20	27.06	28.41	29.83	31.32	32.26	33.23	34.23	35.25	36.31
Master Mechanic	20	27.06	28.41	29.83	31.32	32.26	33.23	34.23	35.25	36.31
Wastewater Treatment Plant Tech III	21	28.41	29.83	31.32	32.88	33.87	34.89	35.93	37.01	38.12
Asst. Field Supervisor	22	29.83	31.32	32.89	34.53	35.57	36.64	37.74	38.87	40.03
Field Supervisor	24	32.89	34.53	36.26	38.07	39.21	40.39	41.60	42.85	44.14

### COLA Adjustments:

2023 = 3.5%

2024 = 3.0%

---

## **APPENDIX B – WWTP Technician Training Program**

The Guild and the City agree to the creation of a WWTP Technician training program to develop technicians and ensure uninterrupted facility management by certified employees. Wage rates and certification deadlines applicable to the training program are listed in Appendix A, B, and C.





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F3)

Touch Date:  
Brief Date:  
Action Date: 01/04/2022

Department: Administrative Services  
Presented By: Michelle Sutherland, Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROGRAM/PROJECT TITLE:  
Bargaining Agreement between  
City of Shelton and Shelton  
Police Guild

ATTACHMENTS:  
Agreement between City of Shelton  
and Shelton Police Guild

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Negotiated a three (3) year Agreement between the City and Shelton Police Guild representing all Full-time and Part-time employees in the Shelton Police Department, excluding supervisors, professional, confidential and clerical employees. Major changes from previous three (3) year Agreement include state and federal updates to language reflecting current state and federal regulations, adjusting the pay schedule based on market analysis and comparable cities, updating the current vacation schedule to reflect City policy, updating the annual clothing allowance, and adding Juneteenth as a City holiday.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

General wage increases of 3.0%, 3.0% and 3.0% over the three-year life of the Agreement in addition to a 3.0% one-time market increase; Shift differential pay changed from 1% to 2%, bilingual pay updated from \$100 to \$150 per pay period, uniform allowance updated from \$1250 to \$1550/year and additional HSA contribution of \$150 per month.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to approve the Agreement between the City of Shelton and the Shelton Police Guild representing all Full-time and Part-time employees in the Police Department, excluding Supervisors, Professional, Confidential and Clerical employees for the period of January 1, 2022 through December 31, 2024."

# **AGREEMENT**

By And Between

The City of Shelton

And The

Shelton Police Guild

**January 1, 2022 through December 31, 2024**

Table of Contents		
<b>Article 1</b>	General	4
	1.1 Purpose	4
	1.2 Public Employees	4
	1.3 Community Service	4
<b>Article 2</b>	Recognition	4
<b>Article 3</b>	Payroll Deduction	4
	3.1 Guild Membership	4
	3.2 Religious Teachings Exclusion	5
	3.3 Payroll Deduction	5
	3.4 City Indemnification	5
<b>Article 4</b>	Employees Elected as Guild Shop Stewards	5
<b>Article 5</b>	Grievance	5
	and Arbitration Procedures	5
	5.1 Step 1 Immediate Supervisor	5
	5.2 Step 2 Police Chief	5
	5.3 Step 3 City Manager	6
	5.4 Step 4 Arbitration	6
	5.5 Decision Time Limits	6
	5.6 Costs and Expenses	6
	5.7 Time Limits	6
<b>Article 6</b>	Prevailing Rights	7
<b>Article 7</b>	Rule and Regulations	7
<b>Article 8</b>	Management Rights	7
	8.1 Management Rights	7
<b>Article 9</b>	Anti-Strike	7
<b>Article 10</b>	Wages and longevity	7
	10.1 Wages	7
	10.2 Wages	8
	10.3 Longevity	8
	10.4 Detectives Premium	8
<b>Article 11</b>	Deferred Compensation Match	8
<b>Article 12</b>	Hours of Work and Overtime	8
	12.1 Work Week	8
	12.2 Work Day	8
	12.3 Work Schedule	9
	12.4 Shift Rotation	9
	12.5 Shift Rotation and Double Back	9
	12.6 Establishing a New Shift/Workweek	9
	12.7 Shift Assignment	10
	12.8 Shift Start Changes	10
	12.9 Three hour Call Back Minimum	10
	12.10 Compensatory Time	10
	12.11 On Call Time	10

	12.12 Labor-Management Committee	10
<b>Article 13</b>	Educational Incentive	11
	13.1 Eligibility	11
<b>Article 14</b>	Court and Hearing Pay	11
<b>Article 15</b>	Acting Supervisor	11
<b>Article 16</b>	Instructor, Field Officer Training, & Officer In Charge Pay	11
	16.1 Instructor's Pay	11
	16.2 Field Officer Training Pay	11
	16.3 Officer In Charge Pay	11
	16.4 Shift Differential Pay	12
	16.5 Canine Officer	12
	16.6 Bi-lingual	12
<b>Article 17</b>	Sick Leave	13
	17.1 Accumulation and Ceiling	13
	17.2 Immediate Family	13
	17.3 Sick Leave Buy Back	12
	17.4 Light Duty Assignments	13
	17.5 Sick Leave Buy Back at Retirement or Separation	13
<b>Article 18</b>	Health and Welfare	14
	18.4 Modifications	14
	18.5 Life Insurance	14
	18.6 Disability Insurance	14
<b>Article 19</b>	Personnel Reduction	14
<b>Article 20</b>	Clothing Allowance	15
	20.1 Uniforms	15
	20.2 Protective Clothing and Devices	15
	20.3 Training Ammunition	15
	20.4 Equipment Repair and Replacement	15
	20.5 Uniform Replacement	16
	20.6 SWAT Assignment and Equipment	16
<b>Article 21</b>	Holidays	16
<b>Article 22</b>	Vacation	17
<b>Article 23</b>	Discipline and Discharge	18
	23.1 Discipline	18
	23.2 Removal of Written Reprimands	18
	23.3 Internal Investigation Procedures	18
<b>Article 24</b>	Probationary Period	18
<b>Article 25</b>	Guild Meetings	19
<b>Article 26</b>	Matters Covered and Complete Agreement	19
<b>Article 27</b>	Savings Clause	20
<b>Article 28</b>	Duration	20
<b>Appendix A</b>	Salary Schedule	21
<b>Appendix B</b>	Salary Schedule	22
<b>Appendix C</b>	Salary Schedule	23
<b>Appendix D</b>	Medical Contributions	24

---

**AGREEMENT  
BY AND BETWEEN  
CITY OF SHELTON, WASHINGTON  
AND THE  
SHELTON POLICE GUILD**

---

**1. General**

**1.1. Purpose**

The City of Shelton, hereinafter referred to as the City, and the Shelton Police Guild, hereinafter referred to as the Guild, in order to increase general efficiency in the Police Department to maintain the existing harmonious relationship between the Police Department and its employees, and to promote morale, rights, and well-being of the members of the Police Department, hereby agree as follows:

**1.2 Public Employees**

The Police Department and the individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of the honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

**1.3 Community Service**

The parties recognize the importance of the establishing and maintaining a good relationship with members of the local community and agree that mutual efforts to improve this relationship shall be a primary goal of the parties during the term of this Agreement.

**2. Recognition**

The City hereby recognizes the Guild as the sole and exclusive representative of all full-time commissioned employees of the Police Department, with the exception of the Chief and Lieutenants, for the purposes of bargaining with respect to wages, hours of work and working conditions.

**3. Payroll and Paydays**

**3.1 Guild Membership**

No employee in the bargaining unit shall be required to become a member of the Guild as a condition of employment. The Guild recognizes that the Guild's representation obligation to the employees in the bargaining unit is established both under law and under this Agreement. The Guild will represent bargaining unit employees in accordance with duty of fair representation as required by law and this Agreement. Neither the City nor the Guild may interfere with, restrain, coerce, or discriminate against an employee based upon their decision regarding Guild membership or providing it financial support. The City agrees to the deduction of monthly dues and initiation fees as designated by the Guild for those employees in the bargaining unit who voluntarily elect to become members of the Guild.

**3.2 Payroll Deduction**

The City agrees to the deduction of monthly dues and initiation fees as designated by the Guild for those employees in the bargaining unit who voluntarily elect to become members of the Guild.

**3.3 Dues Cancellation**

---

An employee may cancel their payroll deduction of dues and/or service fees by written notice to the City and the Guild. The cancellation will become effective on the first payroll after receipt of the written notice.

### **3.4 City Indemnification**

The Guild shall indemnify the City against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of the payroll deductions. If a dispute arises, the mechanism for resolution provided under RCW 41.56 will be followed.

### **3.5 Direct Deposit and Paydays**

Employees are required to enroll in direct deposit with a financial institution of their choosing.

Paydays shall be on the 10th of each month plus an optional draw of up to forty percent (40%) of the gross monthly pay may be requested for the 25th of each month. If either date falls on a holiday or weekend, the pay date shall be the last regular business day prior to the 10th or the 25th.

### **4. Employees Elected As Guild Shop Stewards**

Employees elected as Guild Shop Stewards shall be granted (without pay) time to perform necessary collective bargaining functions, providing that this does not prevent the City from providing continued public service.

### **5. Grievance and Arbitration Procedures**

A grievance means a claim or a dispute by an employee or the Guild with respects to the interpretation or application of the provisions of this Agreement.

#### **5.1 Step 1 Immediate Supervisor**

An employee or Guild Representative who believes that the terms and conditions of this Agreement have been violated shall first discuss the matter with his/her immediate supervisor within fifteen (15) business days of the date the action took place or within fifteen (15) business days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action, but in no event more than ninety (90) business days. The immediate supervisor shall provide the employee with a written response within fourteen (14) business days of the date upon which the grievance was discussed with the employee.

#### **5.2 Step 2 Police Chief**

If the grievance is not settled in Step 1, it shall be referred in writing to the Police Chief within ten (10) business days after the designated supervisor's answer in Step 1 and shall be signed by the employee

or the Guild representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated and the relief requested. The Police Chief shall discuss the grievance within ten (10) business days with the grievant and the Guild representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Police Chief and the Guild. If no settlement is reached, the Police Chief shall give the Department's written answer to the Guild within ten (10) business days following their meeting.

---

### **5.3 Step 3 City Manager**

If the employee or the Guild is not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by the Guild representative within ten (10) business days of the Police Chief's decision. The City Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. Time limits will be extended for either side if necessary to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to Step 3 as provided in this Agreement.

### **5.4 Step 4 Arbitration**

If the grievance is not resolved by the City Manager to the satisfaction of the Guild, the grievance may, within ten (10) business days, be referred to an arbitrator to be selected as follows: For grievances arising from disciplinary actions, the Guild will submit a request to the Public Employment Relations Commission for the appointment of an arbitrator from the Law Enforcement Arbitrator Roster. For grievances arising from nondisciplinary actions, the parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of intent to proceed to arbitration. In the event the parties are unable to agree upon an arbitrator within the (5) day period, the Guild shall request the Federal Mediation and Conciliation Service or the Public Employment Relations Commission to submit a panel of nine (9) Washington or Oregon arbitrators. After flipping a coin to determine which party goes first, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbitrator.

### **5.5 Decision and Time Limits**

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the arbitrator shall be rendered within thirty (30) business days after the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.

### **5.6 Costs and Expenses**

The fee and expenses of the arbitrator shall be shared by the parties. Each party shall be responsible for compensation of its own representatives, attorneys and witnesses, and purchasing its own copy of any written transcript.

### **5.7 Time Limits**

Time limits referred to in the Article must be strictly adhered to but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. If the City does not timely respond during a grievance step, the grievance will advance to the next step of the grievance procedure. If the Guild does not timely advance the grievance to the next step in the grievance procedure, the grievance shall be considered abandoned and the right is waived.

---

## **6. Prevailing Rights**

All rights, privileges and working conditions held by the employee, which are mandatory subjects of bargaining, have been mutually accepted and adopted by the parties over a period of time, which are in effect at the time of the commencement of this Agreement, and which are not specifically referenced in any other clause of the Agreement, shall remain in effect during the period of the Agreement unless changed by mutual consent.

## **7. Rules and Regulations**

The Guild agrees its members shall comply with all department rules and regulations, including those related to conduct and work performance.

## **8. Management Rights**

Any and all rights concerned with the management and operation of the Police Department are exclusively that of the City unless otherwise specifically provided by the terms of this Agreement. The City has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend, or discharge employees for the just cause, to assign work, determine job content and job duties of employees, and determine the number of personnel to be assigned duty at any time, to determine and introduce new methods of facilities to increase productivity, to determine the work and shift schedule, to establish performance standards and evaluations, to contract for goods and services for operation of the Department, and to perform all of the functions not otherwise expressly limited by this Agreement.

## **9. Anti-Strike**

The services performed by City employees are essential to the public's health, safety and welfare. Therefore, the Guild will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of the Agreement, which will interrupt or interfere with the operation of the City. No employee shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of the City. In the event of violation of this article, the Guild agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams and employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this article, there shall be no discussion or negotiations regarding the difference of dispute during the existence of such violation or before normal work has been resumed.

## **10. Wages and Longevity**

### **10.1 Market Wage Adjustment**

Effective January 1, 2022, employees will receive a 3.0% increase to their base wage.

### **10.2 General Wage Adjustment**

Effective January 1, 2022, employees will receive a 3.0% increase to their base wage.

Effective January 1, 2023, employees will receive a 3.0% increase to their base wage.

Effective January 1, 2024, employees will receive a 3.0% increase to their base wage.



---

### **10.3 Longevity**

The City agrees to the following longevity pay scale which shall be added to the monthly salary of each employee eligible:

<b>Starting 5<sup>th</sup> Year</b>	<b>\$ 60.00</b>
<b>Starting 7<sup>th</sup> Year</b>	<b>\$126.00</b>
<b>Starting 10<sup>th</sup> year</b>	<b>\$150.00</b>
<b>Starting 15<sup>th</sup> Year</b>	<b>\$250.00</b>
<b>Starting 20<sup>th</sup> Year</b>	<b>\$300.00</b>

### **10.4 Detectives Premium**

Officers appointed to detective position for 30 consecutive calendar days shall receive one-half (1/2) the pay difference between first class patrol officer and sergeant.

### **11. Deferred Compensation Match**

The Employer shall match employees' six point two percent (6.2%) contribution into the City's adopted deferred compensation program as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six point two percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

### **12. Hours of Work and Overtime**

#### **12.1 Work Week**

For the purposes of computing overtime, the work week shall be a calendar week (Sunday to Saturday).

#### **12.2 Work Day/Work Schedule**

The Chief of Police and the Guild may agree upon an alternative normal work day which may include the following or combination thereof:

- 10.67 hour patrol or specialty position shifts.
- 8.5 hour patrol or specialty position shifts.
- 8 hour patrol or specialty position shifts.
- 10 hour patrol or specialty position shifts.
- 11 hour patrol or specialty position shifts.
- 12 hour patrol or specialty position shifts.

All work days shall be incorporated into a work schedule that supports a standard 2080 hour work year and shall be in compliance with all state and federal labor laws. Any time worked in excess of the scheduled and assigned work day shift shall be paid at the rate of time and one half.

#### **12.3 Work Schedule**

The normal patrol or specialty assignment work schedule shall consist of a combination of shifts described in section 12.2 and as agreed upon by the Chief of Police and Guild. All work schedules will comply with state and federal labor laws and support the standard 2080 hour work year; which

---

limits a normal work schedule to 86 hours during a 14-day work period. Any employee short of the required 2080 hours worked in a calendar year shall make those hours up by the end of the payroll year. It shall be at the discretion of the Chief of Police or a designee when hours are to be made up. Each employee's normal work schedule may change with each new shift/work schedule rotation. Pursuant to Section 8.1, the Chief of Police has the discretion to determine the work and shift schedule to ensure the efficient operation of the Shelton Police Department at all times. Prior to any permanent changes in work schedules or shift schedules, the Chief or representative shall meet with members of the Guild board to ensure that the change of schedule does not violate any agreed upon terms and complies with state and federal labor laws. The schedule changes will allow at least 14 days' notice to the affected employees.

#### **12.4 Shift Rotation**

Except under extenuating circumstances, regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every nine (9) months at the discretion of the Chief of Police, except however, the Chief of Police and Guild may agree upon a one (1) year shift term, which will not have any rotation of shifts during the course of the year.

#### **12.5 Establishing a New Shift/Workweek**

No employee shall be required to work back-to-back shifts when effectuating a shift change. A minimum of eight (8) hours shall separate the shift change. If an employee would otherwise be required to work back-to-back shifts for the purpose of establishing the new shift/workweek, the employee may be assigned to one shift of administrative leave to avoid a back-to-back shift. When effectuating the shift/workweek change, an employee may be scheduled to work more than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the days worked beyond five (5) will be paid as overtime. Alternatively, at the discretion of management, the employee may be assigned to one shift of administrative leave to break up the long week created by the establishment of a new shift/workweek. If a shift of administrative leave is awarded, the remaining regularly scheduled shifts in the long week will be paid at the straight time rate. When effectuating the shift/workweek change, an employee may work less than five (5) consecutive days without reductions to his or her normal salary.

#### **12.6 Shift Assignment**

When a shift assignment has been posted for a work month, it shall not be changed except as the result of required staffing needs that could not reasonably be anticipated when the shift assignment was posted, or by mutual consent. For purposes of this Article, a shift is the work period during the day (each 24 hour day) to which an employee is assigned; i.e. day, swing, graveyard or power shifts.

#### **12.7 Shift Start Changes**

If an employee is called to report at any other time than their assigned shift start, they shall be paid time and one-half (1.5) for the hours called in early, or notified to report late.

#### **12.8 Call Back Minimum**

If an employee is called in to work they shall be paid a minimum of three (3) hours at the overtime rate (time and one-half). However, if the employee's "on duty" time is within the three hours, the employee shall only be paid overtime for the period that would normally be "off-duty". An example would be; the employee is called in at 1:00 pm and their normal shift begins at 3:00 pm they shall be paid two hours overtime, the period before their normal duty start time.

---

## **12.9 Compensatory Time**

Employees may request time off in lieu of cash overtime compensation. Compensatory time off shall be earned at the rate of one and one-half (1.5) times the overtime hours worked. Employees shall be allowed to use their accrued compensatory time off upon reasonable notice and consistent with the City's reasonable operating needs. Employees terminating their service with the City shall be paid for all accrued compensatory time off due the employee and based on the City's records. The ultimate determination of whether compensatory time shall be allowed, or when it is taken, shall be made by the City. An employee may carry over up to eighty (80) hours per calendar year. Any compensatory time in excess of eighty (80) hours must be used or cashed out by November 30th of each year.

## **12.10 On Call Time**

An employee shall be considered as being On-Call if he/she is required to remain at or near the Police Department and cannot use his or her time freely. If an employee can come and go freely and is not restricted in their travel and other activities, even though they may be required to leave a telephone number where they can be reached or wear a pager, the employee shall not be considered as being On-Call. An employee who is On-Call shall be compensated at their regular rate of pay for all hours deemed to be On-Call hours.

## **12.11 Labor-Management Committee**

The Guild and the Employer agree to establish a Labor Management Committee that will meet quarterly. If either the City or the Guild identifies problems within the application of changes to this Article, the parties agree to meet, discuss and study the matter (s) with the objective of achieving mutual resolution.

## **13. Educational Incentives**

### **13.1 Educational Reimbursement**

Upon prior approval by the Chief of Police, an employee can receive reimbursement for tuition and required texts up to an annual total of \$1000. The employee must be enrolled in an approved, accredited college program, and attain a grade of "B" or better. This shall include the pursuit of an Associate's Degree, Bachelor's Degree, Master's Degree, or further education.

### **13.2 Educational Premium**

Employees covered under this Agreement may be eligible for educational incentive premium pay as part of their base wages upon application by the employee to the City and according to the following:

- AA/AS Degree-(2) year degree-or the equivalent - two percent (2%)
- BA/BS Degree-(4) year degree-or the equivalent - four percent (4%)

Employees claiming eligibility for educational incentive premium pay may be required to provide proof of such eligibility. All credits or degrees claimed for educational incentive premium pay must be from an accredited institution. The Chief of Police in his/her sole and absolute discretion shall determine if an employee's educational credits qualify as being from an accredited and/or "equivalent" to an AA or BA degree.

## **14. Court and Hearing Pay**

Off duty officers appearing at court or hearings as result of official duty shall receive a guaranteed three (3) hour pay at the time and one-half (1.5) rate and at a rate of time and one-half for any time thereafter. If the court or hearing time falls on the employee's day off, the employee shall be

---

guaranteed three (3) hours pay at the time and one-half (1.5) rate and at a rate of time and one-half for any time thereafter. The rate shall be based on each officer's hourly rate of pay.

### **15. Acting Supervisor**

Any employee appointed by the Chief to the position of acting supervisor (Lieutenant or Sergeant), that employee shall be paid at the appropriate rank rate they have been appointed to.

### **16. Instructor, Field Officer Training, Officer in Charge, & Bilingual Pay**

#### **16.1 Instructor's Pay**

Departmental appointed instructors shall receive time and one-half (1.5) rate for all assigned hours of preparation and instruction time on off-duty time.

#### **16.2 Field Training Officer (FTO) Pay**

When an officer is mandated by the Chief of Police, or designee, to be a FTO for training a new officer shall be paid at the rate of five percent (5%) above the employee's regular base rate of pay for each week that the employee performs field officer training duties. No more than one trainer per trainee per week shall receive field officer training premium pay. When a FTO position becomes vacant, the Employer shall circulate an announcement within the Department for a minimum of thirty (30) days; that shall identify the minimum requirements needed to apply for the training officer position.

#### **16.3 Officer in Charge Pay**

The Chief of Police will designate, at his/her discretion, an Officer In Charge (OIC) for a shift or shifts. The assignment is not a permanent assignment and is establishing only for the purpose of establishing lines of communication and decision making in the absence of senior ranking officers. An OIC shall be paid at the rate of three percent (3%) above the employee's base rate of pay for each month or portion of each month that the employee is assigned officer in charge duties. It is not expected that there will be more than four OIC appointments in any one month.

#### **16.3 (a) Corporal**

The Police Chief will assign qualified officers to the position of Corporal who have a minimum of two (2) years' experience as a full-time paid police officer and qualify under Civil Service Rule 7 Examinations. Corporal pay shall be the base rate of their assigned position plus four percent (4%).

#### **16.4 Shift Differential Pay**

Patrol officers working the swing shift shall receive shift differential pay of two-percent (2.0%) of their regular rate of pay for periods lasting five or more consecutive work days. Swing shift is defined as working the shift which will start in the period of time generally considered afternoon, through late evening (i.e., 1 p.m. until 9 p.m., 2 p.m. until 10 p.m., 3 p.m. until 11 p.m., 4 p.m. until midnight, there is no swing shift incentive for a 3/12 schedule as the schedule will only be a day shift and a night shift). Being "held over" for an emergency or an operation shall not constitute a "shift" which would require differential pay, unless, it concurs as outlined further in the 5 day rule. Patrol Officers working the graveyard shift shall receive shift differential pay of three percent (3%). Graveyard shall be defined as starting in the pm, and the shift shall continue through the night to finish in the am (for the purpose a 3/12 schedule it will include a shift such as 6 p.m. until 6 a.m.)

---

## **16.5 K-9 Officer**

Recognizing that the care and maintenance of a Police K-9 is an essential function and responsibility of a K-9 Officer, the Police Department and Police Guild agree that a specific understanding is necessary to avoid future confusion and ensure the viability of the program. Therefore, the following terms apply to the K-9 Officer position.

- The K-9 Officer may remain on the current patrol schedule, which includes the ability to bid for shifts by seniority.
- The Officer will be allotted five (5) hours per week for the general maintenance and care of the dog and program equipment; the compensation for this allotment will be in the first half hour and the last half hour of the assigned work shift; if working swing shift for example, the K-9 Officer will generally not be responsible to report for patrol duty until 1530 hours and will complete patrol responsibilities at 2300 hours.
- The K-9 Officer is allowed to use any time worked for the general maintenance and the care of the dog and program equipment towards the 72-hour deficit bank, as per section 21.2.1 Wages.
- The K-9 Officer is subject to callout for incidents reasonably related to this program; the Officer will be compensated in accordance with the current collective bargaining agreement for all callouts.
- Required training to maintain certification of the program will, generally, be conducted on duty during hours which adequate shift coverage exists in the absence of the K-9 Officer; this training will be at the discretion of the shift supervisor; other, more specific training may be scheduled by the Patrol Lieutenant or designated Training Officer.

## **16.6 Bilingual**

Designated employees who have proven written and verbal competence in a foregoing language, meeting proficiency requirements as determined by the Chief of Police, in a language the City deems beneficial to conducting City business shall receive a \$150.00 monthly premium.

## **17. Sick Leave and Paid Family Medical leave**

### **17.1 Accumulation and Carry Over**

Employees shall be allowed to accumulate sick leave which shall be earned at the rate of eight hours per month worked for any month which the employee is compensated for fifty percent (50%) or more. The maximum amount of sick leave hours that an employee may carry over up to 960 hours to the next calendar year.

### **17.2 Immediate Family**

All employees of the Police Department shall be allowed up to five (5) days for death in the immediate family: sickness or emergency or other similar unforeseen circumstances in the immediate family which requires the employee to attend to a family member at home. Said leave shall be charged against sick leave and shall be approved by the Chief of Police designee.

Immediate family is defined in the City's Policy and Procedure Manual 200-1520 as adopted October 28, 2005.

### **17.3 Qualifying Reasons to Use Sick Leave**

Employees may use accrued sick leave for the following qualifying reasons:

- A. Employee's Health.** An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical

---

diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

**B. Family Member's Health.** To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

**C. Health-Related Closure.** When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

**D. Domestic Violence-Related Activities.** An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

**E. Definition of Family Member.** For purposes of this Article, a "family member" means (i) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (ii) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (iii) a spouse; (iv) a registered domestic partner; (v) a grandparent; (vi) a grandchild; or (vii) a sibling.

#### **17.4 Sick Leave Buy Back**

Once an employee has attained a minimum of 480 hours accumulated sick leave, the employee has the following options:

1. He or she may accumulate any sick leave earned during the working year beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of that year and a maximum of 960 hours, per year may be carried over to the following year, or
2. Consistent with this Article, the employee may redeem the number of sick days accumulated during the working year at the rate of \$100.00 per day or a maximum of \$1,200.00 per year so long as the employee's sick leave bank maintains at a minimum of 40 hours.

Once an employee accumulates his or her sick leave earned the working year, those accumulated sick days shall become part of the total accumulated sick leave and cannot be redeemed at a later date, except at retirement.

The employee shall notify the employer on or before December 1<sup>st</sup> of the current working year of his or her intent to accumulate or redeem the sick days earned that working year.

#### **17.5 Light-Duty Assignments**

An employee injured on the job may be provided a light-duty assignment when released to perform light duty by the employee's health care provider, and when there is a light-duty assignment available, as determined by the Chief of Police. Employees on light-duty assigned to the detective's division will not receive the detective premium pay while assigned.

---

### **17.6 Sick Leave Buy Back at Retirement or Separation**

An employee may redeem of any accumulated sick days over a minimum of 480 hours, cashed out at the employee's regular rate of pay, to a maximum of \$6,000 total, at the time of retirement or separation of employment. If the termination is for just cause, the above redemption does not apply.

### **17.7 Employee Verification**

The City may require verification from the employee for the qualifying reason(s) for using sick leave for any absence exceeding three (3) consecutive days. An employee may be disciplined, up to and including termination, for abusing the use of sick leave.

### **17.8 Washington Paid Family and Medical Leave Program**

Consistent with Washington State Paid Family and Medical Leave (PFML), PFML leave will run concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.

A. **Payroll Deductions.** The PFML program is funded through premiums collected by Washington Employment Security Department (ESD) via payroll deductions and employer contributions. Each year, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and their portion of medical leave benefits. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes.

B. **Notification to the City.** When applying to ESD, employees must also notify the City of the need for leave; employees should provide at least 30 days' advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable.

## **18. Health and Welfare**

Effective January 2018, the Employer will make available to all full-time employees and their enrolled dependents, a choice between three Association of Washington Cities health care plans: (1) HealthFirst 250, (2) KP200, (3) an AWC High Deductible plan, or 4) a Kaiser High Deductible plan.

The City's premium share for medical benefits is reflected in Appendix D.

### **18.1 Dental Plan**

The City shall pay all premiums for dental insurance for employees and dependents through the Association of Washington Cities Dental Plan E.

### **18.2 Vision Plan**

The Employer shall pay 100% of the employee, spouse and dependent premiums for the VSP vision care plan.

### **18.3 Modifications**

No changes in current medical, dental and vision insurance carriers shall be made without notifying and negotiating with the Guild. Negotiations shall continue for a period of sixty days from the date of the

---

first bargaining session or until impasse is reached, whichever occurs first, at which time the City may implement its proposal. No changes in carriers may be made under the section unless the overall level of benefits under the new policy is comparable with the overall level of benefits provided under the plans specified in Section 18.1, provided that individual benefits may be identical.

#### **18.4 Life Insurance**

The City will provide, on behalf of each employee, a term-life insurance policy with a \$100,000 benefit for the employee. The spouse of each employee is covered in the amount of \$10,000 , and each dependent child, shall be covered in the amount of \$2,000. . However, at no time shall the amounts provided violate the provision of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance.

#### **18.5 Disability Insurance**

The City will administer, through payroll deduction, disability plan premiums as selected by employees.

#### **19. Personnel Reduction**

In the event of a reduction in personnel within the Police Department, the employee with the least seniority within the classification involved shall be laid-off first. No new employee shall be hired for the same position within one (1) year of the separation of the laid-off employee during which time the laid-off employee shall be given the opportunity to return to work.

#### **20. Clothing Allowance**

##### **20.1 Uniforms**

All employees are responsible for purchasing required and authorized uniforms and equipment used in the day-to-day performance of their positions. The City will provide an annual allowance of one-thousand-and-five-hundred-and-fifty-dollars (\$1,550.00) for the purchase and care of authorized uniforms and equipment to all employees who have completed one year of employment. The allowance shall be paid in two installments of seven-hundred-and-seventy-five-dollars (\$775.00) each received in the January payroll and another seven-hundred-and-seventy-five-dollars (\$775.00) received in the July payroll.

##### **20.1.1**

Officers who successfully complete a one-year introductory period after January's disbursement of the uniform allowance shall receive their first seven-hundred-and-seventy-five-dollars (\$775.00) installment with the payroll following their one-year anniversary date. An officer, who successfully finishes a one-year introductory period after July's disbursement of the uniform allowance, shall receive the annual one-thousand-and-five-hundred-and-fifty-dollars (\$1,550) installment with the payroll following their one-year anniversary date. Thereafter, the officer will receive the uniform allowance on the normal installment schedule.

##### **20.1.2**

Officers assigned to the detective division shall initially receive five hundred dollars (\$500.00) for the purchase of clothing. When reassigned to patrol, after serving two years as detective, officers shall receive five hundred dollars (\$500.00) for the purchase of authorized uniforms and equipment related to their patrol duties.



---

### **20.1.3**

Newly hired employees shall be given a one-time allowance of one-thousand five hundred dollars (\$1,500.00) for the purchase of required and authorized uniforms and equipment. Upon completion of one year of service, the employee shall be eligible to receive the annual allowance described in Section 20.1 and 20.1.1 above.

### **20.2 Protective Clothing and Devices**

Any protective clothing or devices required in the performance of the employee's duties shall be furnished by the City, at no cost to the employee. Items to be furnished are as follows:

Firearms, protective ballistic vest (Threat level III per NIJ Standards), badges, duty ammunition, patches and pepper mace.

### **20.3 Training Ammunition**

Sergeant, detectives and police officers shall be furnished training ammunition sufficient for firearms training as specified in the Shelton Police Department Standard Operating Procedures Manual.

### **20.4 Equipment and Uniform Repair and Replacement**

The City shall be responsible for all repair and replacement of equipment described in Section 20.2 of this Article. Uniforms worn out through normal wear and tear shall be replaced by the employee. Uniforms damaged in the line of duty shall be replaced by the City, unless such damage was caused by the employee's negligence. Uniforms and personal equipment necessary to the Officer's duties (ie. glasses, wristwatches) shall be replaced by the City if the damage is caused in the line of duty, unless such damage was caused by the employee's negligence. The City will pay replacement cost of the personal equipment, not to exceed \$100 per item, with the exception of prescription glasses, which shall not exceed \$200 per item.

### **20.5 Uniform Replacement**

Uniforms worn out through normal wear and tear shall be replaced by the Employee. Uniforms damaged in the line of duty shall be replaced by the City, unless such damage was caused by the employee's negligence.

### **20.6 SWAT Assignment and Equipment**

Officers assigned to the SWAT team, upon appointment, will receive up to an initial sum of one thousand five hundred dollars (\$1,500.00) for required equipment and clothing, excluding firearms and ammunition. On an annual basis, officers assigned to the SWAT team will receive five hundred (\$500.00) for the purchase of authorized uniforms and equipment. The amounts identified are over and above Article 20 clothing Allowance.

## **21. Holidays**

Each employee who works on any holiday as referred to in City of Shelton Policy 200-1503 shall be paid at the rate of time and one-half for all hours worked in addition to their regular rate of pay or shall be given time off at the rate of time and one-half for each hour worked up to eight (8) for a maximum of twelve (12) hours holiday time for each holiday in lieu of holiday pay. In no case, however, shall the employee be allowed to hold more than 72 hours of accumulated holiday time. In addition, it is agreed that each employee shall receive two floating holidays each calendar year, which must be used or forfeited before December 31st of that calendar year.

### **21.2 Holiday Compensation**

Officers shall be compensated for holidays in the following manner:

---

### 21.2.1 Wages

Officers who are on a scheduled day off on a holiday shall be paid for eight (8) hours at the employee's regular rate of pay, or at their option accrue eight (8) hours of holiday time. Officers who are scheduled to work on a holiday will receive holiday pay equal to two and one-half (2.5) times their regular rate of pay (regular pay plus one and one-half (1.5) of regular rate of pay) for the first eight (8) hours worked or, at their option, accrue an equal amount of holiday time. The extra half-hour (.5) of a patrol officer's regularly scheduled work day is straight time (12.3) and included in regular pay. If an officer is required to work more than the regularly scheduled work day, or called in on a scheduled day off, those hours will be compensated at the holiday rate of pay – two and one-half (2.5) time their regular rate of pay (regular pay plus one and one-half (1.5) of regular rate of pay). Under no circumstances will an officer's compensation exceed two and one-half (2.5%) time the officer's regular pay.

The Chief of Police and the Guild recognize that the implementation of an 11-hour patrol shift creates a deficit of 72 hours per officer per year from the agreed upon 2080 hours per year worked.

In addition to the previously agreed upon wages and overtime in the current Guild contract, the Chief of Police and the Guild may agree upon:

1. There is a 72-hour deficit owed by each officer to the city each calendar year.
2. 24-hours of this deficit will be utilized for in-service training as designated by SPD training staff and or SPD administration.
3. The remaining 48-hours deficit will be paid back in-lieu of receiving overtime compensation for the first three hours worked in excess of any regular shift. This also applies to overtime shifts, call outs, and work related court appearances. After the first three hours worked the officer has the option of being compensated at an overtime rate or to apply the hours worked to the 72-hour bank owed.
4. Any overtime worked on a Holiday is not subject to the three hour clause and will accrue overtime at the normal rate, as previously agreed upon in the Guild contract.
5. The pro-rated deficit for the remainder of 2017 (May-Dec) is a total of 48 hours per officer. 24-hours will be utilized for in-service training and 24-hours will be paid back in-lieu of receiving any overtime compensation by each officer.
6. The 72-hour deficit must reach zero hours owed on or before December 31st of each calendar year. If deficit hours will still be owed by December 31st the officer may choose to have those hours taken from their vacation, holiday, or compensated hour banks, other than sick leave, provided they make notification by December 15th.
7. Any hours of the 72-hour deficit remaining after December 31st of each calendar year, which the officer has not made prior notification of, shall be processed as "leave without pay" on the January 1st payroll cycle, thereby zeroing out the balance owed to the City.

### **22. Vacation**

All full-time employees shall earn vacation leave as follows:

Years of Service	Hours Per Month	Hours Per Year
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

---

22.1 Vacation time off is paid at the employee's base pay rate at the time of the vacation. Vacation leave shall be requested two (2) weeks in advance of the commencement of leave. An employee may provide less than two (2) weeks' advance notice for a vacation leave request, if approved by the designated supervisor, on a case-by-case basis. Vacation leave shall be approved and authorized by the designated supervisor so long as the request does not unduly interfere with the operations.

22.2. If an employee has no sick leave accrued and is sick, they may opt to take vacation time accrued before taking unpaid leave.

22.3. Where employment commences on or before the fifteenth day of any month, vacation leave shall accrue as of the first day of such month; where employment commences after the fifteenth day of any month, vacation leave shall accrue as of the first day of the following month.

22.4 Vacation shall accrue and accumulate except during an unpaid leave of absence greater than 30 days. Accrued vacation is posted and available for use on a monthly basis. If an employee has more than 10 hours of leave without pay in any given month, vacation accruals will be pro-rated.

22.5 Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate (e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap). Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.

22.6 Any vacation accrual over the "cap" shall only be allowed under the most critically extenuating circumstances, which shall have been pre-approved by the Chief of Police and the City Manager.

22.7 Upon separation of employment, employees shall be paid for all eligible vacation time that has been earned through the last day of work. If the employee's employment ends on or before the fifteenth of the month, the employee does not get the vacation time accrual for that month. If employment ends after the fifteenth of the month, vacation time is accrued for that month and shall be paid.

22.8 Refer to Personnel Policy 200-1360, Retirement Benefits, regarding vacation pay-off upon retirement.

## **23. Discipline and Discharge**

### **23.1 Discipline**

Discipline shall be limited to oral reprimand, written reprimand, suspension (with or without pay), demotion, and discharge. Notice of disciplinary action (other than oral reprimand) shall be in writing with a copy to the employee and the employee's personnel file. No employee shall be disciplined or discharged without just cause.

---

### **23.2 Removal of Written Reprimands**

Oral and written reprimands are not grievable but may be challenged to support a case against the employee in more serious discipline or a subsequent arbitration hearing. In responding to a documented oral or written reprimand, employees may write their own explanation of events and attach that explanation to the documented oral or written reprimand in their personnel file. Discipline records will be retained consistent with state law and regulations. Issues of egregious misconduct or moral turpitude may be appealed through the grievance procedure.

### **23.3 Internal Investigations Procedures**

Before implementing changes in any internal investigation procedures, the changes will be submitted to the Guild for input. The ultimate determination of whether any changes will be made shall remain with the City.

### **24. Probationary Period**

All new employees, including rehire, transfer and promotional employees shall be considered as probationary employees and must successfully complete a probationary period before attaining permanent employee status.

#### **A. Newly Hired, Rehired Employees and Lateral Transfer Employees (Employees Hired From Other Agencies)**

Each newly hired or rehired employee, or lateral transfer employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed their required probationary period. Probationary period shall be as follows:

- Rehired and lateral transfer employees - twelve (12) months from date of hire.
- Newly hired employees - twelve (12) months following graduation from the police academy

The probationary period required above represents a total cumulative service time, and they may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service in excess of thirty (30) days.

The probationary period may be extended for the conditions listed below. In case of extension, the employee shall be notified in writing of the reasons for the extension. Minor absences due to vacations, annual military leave, illnesses, etc., shall not be construed as interrupting the probationary period unless the absence or absences exceed more than thirty (30) days. The following circumstances shall be the exclusive reasons for an extension:

- a. Military service on an extended basis (more than thirty (30) days.)
- b. Illnesses greater than thirty (30) days.
- c. Service in another class greater than thirty (30) days.
- d. Disability of more than thirty (30) days.
- e. Layoff because of lack of work or funds of more than thirty (30) days.
- f. Extended schooling in excess of thirty (30) days not including Basic Police Academy training.
- g. Any combination of the above which exceeds thirty (30) days.
- h. Any other extension mutually agreed in writing between the City and the Guild.

---

During the probationary period, the probationary employee may be discharged without cause and such discharge shall be at the sole discretion of the City and shall not be subject to grievance. Furthermore, the City shall not, in the case of discharge, place any adverse material in the employee's personnel file and the sole reason for termination recorded by the City shall be failure to pass probation. However, if material may lead to a claim loss against the City, the City shall notify the employee and the Guild of its intent to maintain such material and shall release said material in the event of a properly filed claim and/or lawsuit against the City.

There shall be no seniority among probationary employees. After the successful completion of the probationary period, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment.

**B. Promoted Employees and Intra-Department Transferred Employees.**

Transferred and promoted Employees - One (1) year. The probationary period required above represents a total accumulative service time, and may be adjusted upward so as to allow for any authorized leave of absence or other approved breaks in service as enumerated in Article 23. Should any such leave or break in service be greater than fifteen (15) days, the City may require the entire probationary period be restarted at the time the employee returns to work.

If the probationary employee fails to demonstrate he or she can satisfactorily perform the job within the probationary period, the City may at its discretion return the employee to his or her former position classification; without any loss in seniority. Any other employees who are transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions.

**25. Guild Meetings**

On Duty employees in attendance at a Guild meeting shall be paid for the time at the Guild meeting and further shall be subject to call back to duty.

**26. Matters Covered and Compete Agreement**

All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless required by change of law.

**27. Savings Clause**

If any provision(s) of this Agreement and/or its Appendices is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes, or regulations of the United States of America, the State of Washington, and the City of Shelton, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement, and the parties shall meet within thirty (30) days to negotiate in good faith for a substitute provisions(s).

**28. Duration**

This Agreement shall be in effect January 1, 2022 and shall remain in full force and effect until December 31, 2024. Either party wishing to amend or modify such Agreement must notify the other party in writing no sooner than six (6) months, nor later than sixty (60) days prior to the expiration date of this Agreement. Within ten (10) days of receipt of such notification by either party, a conference shall

---

be held between the City and the Guild negotiating committee for the purpose of such amendment and modification.

POLICE GUILD

\_\_\_\_\_  
Date\_\_\_\_\_

POLICE CHIEF

\_\_\_\_\_  
Date\_\_\_\_\_

CITY MANAGER

\_\_\_\_\_  
Date\_\_\_\_\_

---

## Appendix A

Effective with the January 1, 2022 payroll, the officer's salaries shall be as follows:

Classification	
Sergeant	\$6,906.24
Corporal - Detective	\$6,764.86
Detective	\$6,504.68
Corporal - Officer	\$6,347.24
First Class Officer	\$6,103.11
Second Class Officer	\$5,862.94
Third Class Officer	\$5,661.82
Rookie	\$5,271.56

---

## Appendix B

Effective with the January 1, 2023 payroll, the officer's salaries shall be as follows:

Classification	
Sergeant	\$7,113.43
Corporal - Detective	\$6,967.81
Detective	\$6,699.82
Corporal - Officer	\$6,537.66
First Class Officer	\$6,286.20
Second Class Officer	\$6,038.83
Third Class Officer	\$5,831.67
Rookie	\$5,429.71



---

## Appendix C

Effective with the January 1, 2024 payroll, the officer's salaries shall be as follows:

Classification	
Sergeant	\$7,326.83
Corporal - Detective	\$7,176.84
Detective	\$6,900.81
Corporal - Officer	\$6,733.76
First Class Officer	\$6,474.79
Second Class Officer	\$6,219.99
Third Class Officer	\$6,006.62
Rookie	\$5,592.60

---

## Appendix D

- 1.1 **Effective with the January 2022 payroll**, based on the employee and their dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one thousand eight hundred fifty dollars (\$1,850.00) per month toward the cost of medical insurance.
- 1.2 Any remaining balance between the \$1,850.00 and the actual cost of medical insurance for an employee and the employee's enrolled dependents shall be paid by the employee.
- 1.3 The City agrees to pay the sum of two-hundred-and-fifty-dollars (\$250.00) per month into a Health Reimbursement Account (HRA) for the benefit of all Guild members.
- 1.4 Employees who choose a High Deductible plan may request that the City contribute 100% of the savings to the City between HealthFirst 250 and the High Deductible plan into a Health Savings Account (HSA).
- 1.5 In no case shall the monthly total contribution the City will pay for medical premiums and an HRA exceed \$2,150.00.



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

Touch Date: 11/18/2021  
Brief Date: 12/07/2021  
Action Date: 01/04/2022

Department: Public Works  
Presented By: Ken Gill, City Engineer

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Ordinance No. 1980-1021 Amending  
SMC Illicit Stormwater Discharge

☒

Ordinance

☒ Dept. Head

JOH

☐ Finance Director

#### ATTACHMENTS:

☐

Resolution

☐ Attorney

Public Hearing Notice  
Ordinance No. 1980-1021  
Stormwater Phase II Permit  
PPT presentation

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Shelton is subject to the requirements of the Western Washington Phase II Municipal Stormwater Permit. A requirement of this permit is "an ongoing program to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges to the MS4". Ecology defines an illicit discharge as "any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3)". MS4 means Municipal Separate Storm Sewer System.

The Western Washington Phase II Municipal Stormwater Permit (Permit) provides minimum performance measures (middle of page 18 of 56). One measure (S5.C.5.c) is an ordinance or regulatory mechanism to prohibit non-stormwater, illicit discharges into Shelton's stormwater system.

SMC 13.02.130.C already prohibits illicit discharges into the stormwater system. However, it does not describe allowable discharges or conditionally allowable discharges required by the Permit. An example of an allowable discharge is uncontaminated water from a crawl space pump. An example of a conditionally allowable discharge is dechlorinated water from a swimming pool.

Stacey Clear with Gray & Osborne is a professional engineer with experience in municipal stormwater and Permit requirements has reviewed the SMC and Permit. She also has provided recommendations to add additional items into the SMC to be "Permit compliant". With assistance from legal, the attached Ordinance was prepared.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Do not adopt this ordinance and be out of compliance with the City Stormwater Permit requirements.

### BUDGET/FISCAL INFORMATION:

N/A this Ordinance allows discharges into the stormwater system.

### PUBLIC INFORMATION REQUIREMENTS:

City Clerk Donna Nault coordinated posting of the attached Public Notice to be printed in the Shelton Mason County Journal on November 25<sup>th</sup>, 2021.

### STAFF RECOMMENDATION/MOTION:

Staff requests a second reading of Ordinance No. 1980-1021 and: *"I move to adopt Ordinance No. 1980-1021 as presented"*.



CITY OF SHELTON  
525 W. COTA ST.  
SHELTON, WA 98584

TO: Shelton-Mason County Journal

DATE: November 18, 2021

**Please publish the following notice on November 25<sup>th</sup>, 2021**

---

**NOTICE OF PUBLIC HEARING  
for the  
CITY OF SHELTON**

**ORDINANCE NO. 1980-1021**

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING  
CHAPTER 13.02 OF THE SHELTON MUNICIPAL CODE, RELATING TO ILLICIT  
STORMWATER DISCHARGES**

The City Council will conduct a public hearing on December 7, 2021 at 6:00 p.m. to consider adopting an ordinance updating the Shelton Municipal Code relating to the Storm Drainage Utility. The public is invited to comment on the above referenced matters, or provide written testimony to the City Clerk.

Donna Nault  
City Clerk  
(360) 810-0351

## ORDINANCE NO 1980-1021

### AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING CHAPTER 13.02 OF THE SHELTON MUNICIPAL CODE, RELATING TO ILLICIT STORMWATER DISCHARGES

WHEREAS, the City of Shelton operates a small municipal separate storm sewer (MS4), which is regulated under the National Pollution Discharge Elimination System (NPDES); and

WHEREAS, a requirement of the City's Phase II NPDES permit is to add provisions to the municipal code that prohibit illicit discharges into the stormwater system; and

WHEREAS, the City Council wishes to amend Chapter 13.02 of the Shelton Municipal Code to add provisions relating to illicit discharges.

NOW, THEREFORE, the Shelton City Council hereby ordains as follows:

**Section 1.** The following Definitions, contained within SMC 13.02.010, are amended as follows:

"Illicit discharge" means ~~all stormwater~~ any discharge that is not composed entirely of stormwater to stormwater drainage systems that cause or contribute to a violation of state water quality, sediment quality or ground water quality standards, including but not limited to sanitary sewer connections, industrial process water, interior floor drains, car washing and greywater systems.

"Impervious surface" means a ~~hard~~ non-vegetated surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, and/or a non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads or parking areas, patched earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purposes of determining whether the thresholds for application of Minimum Requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of runoff modeling.

**Section 2.** New Sections 13.02.060 (Prohibited Discharges), 13.020.070 (Allowable Discharges), 13.020.080 (Conditional Discharges), 13.020.090 (Prohibition of Illicit Connections) are added to the Shelton Municipal Code to read as follows:

#### **13.02.060 Prohibited Discharges.**

a. Nonstormwater runoff discharges to the storm drainage system, surface water bodies, or ground water are prohibited, unless such discharges are authorized in accordance with Chapter 173-216 WAC (State Waste Discharge Permit Program) or Chapter 173-220 WAC (National Pollutant Discharge Elimination System Permit Program).

b. No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain, or otherwise discharge pollutants into a storm drainage system, surface water bodies or ground water. If a pollutant discharge is identified, it shall cease immediately and be reported to the city immediately. Failure to report any discharge within 24 hours is a violation of this chapter.

c. Examples of prohibited pollutants include but are not limited to the following:

1. Trash or debris.
2. Construction materials.
3. Petroleum products including but not limited to oil, gasoline, grease, fuel oil and heating oil.
4. Antifreeze and other automotive products.
5. Metals in either particulate or dissolved form.
6. Flammable or explosive materials.
7. Radioactive material.
8. Batteries.
9. Acids, alkalis, or bases.
10. Paints, stains, resins, lacquers, or varnishes.
11. Degreasers and/or solvents.
12. Drain cleaners.
13. Pesticides, herbicides or fertilizers.
14. Steam cleaning wastes.
15. Soaps, detergents, or ammonia.
16. Swimming pool or spa filter backwash.
17. Chlorine, bromine, or other disinfectants.
18. Heated water.
19. Domestic animal wastes.
20. Sewage.
21. Recreational vehicle waste.
22. Animal carcasses.
23. Food wastes.
24. Bark and other fibrous materials.
25. Lawn clippings, leaves, or branches.
26. Silt, sediment, concrete, cement or gravel.
27. Dyes.
28. Chemicals not normally found in uncontaminated water.
29. Any other process-associated discharge except as otherwise allowed in this section.
30. Any hazardous material or waste not listed above.

### **13.02.070 Allowable Discharges.**

A. The following types of discharges shall not be considered illicit discharges for the purposes of this chapter unless the director determines the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface or ground water:

1. Diverted stream flows.
2. Rising ground waters.
3. Uncontaminated ground water infiltration as defined in 40 CFR 35.2005(5)(20).

4. Uncontaminated pumped ground water.
5. Foundation drains.
6. Air conditioning condensation.
7. Irrigation water from agricultural sources that is commingled with urban stormwater.
8. Springs.
9. Uncontaminated water from crawl space pumps.
10. Footing drains.
11. Flows from riparian habitats and wetlands.
12. Nonstormwater discharges authorized by another NPDES or state waste discharge permit.
13. Discharges from emergency firefighting activities.

#### **13.02.080 Conditional Discharges.**

A. The following types of discharges shall not be considered illegal discharges for the purposes of this chapter if they meet the stated conditions, unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or ground water:

1. Discharges from potable water, including water sources, including but not limited to water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the stormwater system;
2. Discharges from lawn watering and other irrigation runoff are permitted but shall be minimized;
3. Dechlorinated swimming pool, spa and hot tub discharges limited to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the stormwater system;
4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street;
5. Nonstormwater discharges. The discharge shall be in compliance with the requirements of a stormwater pollution prevention plan reviewed and approved by the city, which addresses control of such discharges by applying all known and reasonable methods of prevention, control, and treatment (AKART) to prevent contaminants from entering surface or ground waters.

#### **13.02.090 Prohibition of Illicit Connections.**

A. The construction, use, maintenance, or continued existence of illicit connections to the public storm drainage system is prohibited.

B. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

C. A person is considered to be in violation of this chapter if the person connects a line conveying sewage to a public storm drainage system or allows such a connection to continue.

**Section 3.** Section 13.02.060 of the Shelton Municipal Code (Inspection) is renumbered as Section 13.020.100 and amended as follows:

Duly authorized and properly identified city employees shall have the right to access any person's property at all reasonable times for the purpose of ensuring conformity to this chapter. All activities regulated by this chapter, except those exempted within this chapter, shall be inspected by the city. The city shall inspect projects at various stages of the work requiring approval to determine that adequate control is being exercised. Stages of work requiring inspection include, but are not limited to, preconstruction; installation of BMPs; land-disturbing activities; installation of utilities, landscaping, retaining walls and completion of a project. When required by the city, special inspection and/or testing shall be performed and the cost shall be charged to the developing person or persons. The city shall also investigate illicit discharges in an effort to identify the source. If such discharges are tracked to a specific connection to the public stormwater drainage system, or directly to surface water or ground water, inspection and investigation of that site will be initiated in compliance with the inspection procedures defined in this section. If the discharge is an imminent threat to public safety or the environment, emergency measures shall be taken in accordance with this section.

**Section 4.** The following sections of the Shelton Municipal Code are renumbered as follows:

13.02.110 Administration (from 13.02.070)

13.02.120 Enforcement—Penalties (from 13.02.090)

13.02.130 Regulated activities and allowed activities (from 13.02.120)

13.02.140 General requirements (from 13.02.130)

13.02.150 Approval standards (from 13.02.140)

**Section 5.** Section 13.02.100 of the Shelton Municipal Code (Exceptions – Appeals) is repealed in its entirety.

**Section 6:** New Sections 13.02.160 (Compliance Required) and 13.02.170 (Maintenance Required) are added to the Shelton Municipal Code to read as follows:

### **13.02.170 Compliance Required.**

Property owners are responsible for the maintenance, operation and repair of stormwater drainage systems within their property. Property owners shall maintain, operate and repair



stormwater drainage systems in compliance with the requirements of this chapter and the stormwater manual.

**13.02.180 Maintenance Required.**

A. All stormwater drainage systems in the city shall be maintained according to this chapter and the minimum maintenance standards detailed in the stormwater manual.

B. All stormwater drainage systems shall be inspected on a periodic basis, as described in the stormwater manual. If, during an inspection, a stormwater drainage system is found not to be in compliance with the minimum required standards, the owner or operator of the stormwater drainage system shall immediately repair the system and return it to proper operating condition in compliance with this chapter and any applicable covenant. Inspections may be scheduled more frequently to assure the stormwater drainage system continually functions as designed.

C. Where abatement is found necessary to correct health or safety problems, to control pollutants from entering the stormwater drainage system, to prevent surface water or ground water quality degradation, or to remove pollutants that have entered the stormwater drainage system, such work shall be completed immediately by the owner or operator of the stormwater drainage system.

D. Where regular maintenance and/or repair is found necessary during inspection, maintenance shall be performed in accordance with the maintenance schedule established by the stormwater manual.

**Section 7.** This Ordinance shall take effect five days after its passage and publication as required by law.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 4th day of January 2022.

Passed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Mayor

AUTHENTICATED:

\_\_\_\_\_  
Donna Nault, City Clerk

Issuance Date: July 1, 2019  
Effective Date: August 1, 2019  
Expiration Date: July 31, 2024

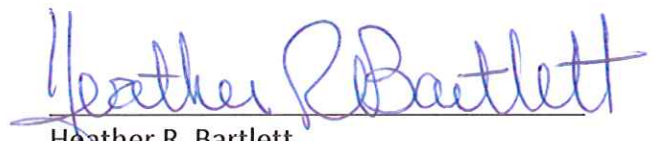
# Western Washington Phase II Municipal Stormwater Permit

National Pollutant Discharge Elimination System and  
State Waste Discharge General Permit for discharges from  
Small Municipal Separate Storm Sewers  
In Western Washington

State of Washington  
Department of Ecology  
Olympia, WA 98504-7600

In compliance with the provisions of  
The State of Washington Water Pollution Control Law  
Chapter 90.48 Revised Code of Washington  
and  
The Federal Water Pollution Control Act  
(The Clean Water Act)  
Title 33 United States Code, Section 1251 *et seq.*

Until this Permit expires, is modified, or revoked, Permittees that have properly obtained coverage under this Permit are authorized to discharge to waters of the State in accordance with the special and general conditions which follow.



Heather R. Bartlett  
Water Quality Program Manager  
Department of Ecology

*This page intentionally left blank*

## TABLE OF CONTENTS

S1.	PERMIT COVERAGE AREA AND PERMITTEES.....	1
S2.	AUTHORIZED DISCHARGES.....	5
S3.	RESPONSIBILITIES OF PERMITTEES .....	6
S4.	COMPLIANCE WITH STANDARDS .....	7
S5.	STORMWATER MANAGEMENT PROGRAM FOR CITIES, TOWNS, AND COUNTIES .....	9
	S5.C.1 Stormwater Planning .....	11
	S5.C.2 Public Education and Outreach .....	14
	S5.C.3 Public Involvement and Participation.....	16
	S5.C.4 MS4 Mapping and Documentation .....	17
	S5.C.5 Illicit Discharge Detection and Elimination.....	18
	S5.C.6 Controlling Runoff from New Development, Redevelopment and Construction Sites .....	22
	S5.C.7 Operations and Maintenance.....	24
	S5.C.8 Source Control Program for Existing Development.....	28
S6.	STORMWATER MANAGEMENT PROGRAM FOR SECONDARY PERMITTEES .....	31
S7.	COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS .....	37
S8.	MONITORING AND ASSESSMENT .....	38
S9.	REPORTING REQUIREMENTS .....	40
	GENERAL CONDITIONS .....	42
	DEFINITIONS AND ACRONYMS.....	49

## **APPENDICES**

**APPENDIX 1.** Minimum Technical Requirements for New Development and Redevelopment

**APPENDIX 2.** Total Maximum Daily Load Requirements

**APPENDIX 3.** Annual Report Questions for Cities, Towns and Counties

**APPENDIX 4.** Annual Report Questions for Secondary Permittees

**APPENDIX 5.** Annual Report Questions for New Permittees

**APPENDIX 6.** Street Waste Disposal

**APPENDIX 7.** Determining Construction Site Damage Transport Potential

**APPENDIX 8.** Businesses and activities that are potential sources of pollutants

**APPENDIX 9.** Stormwater Discharge Monitoring

**APPENDIX 10.** Equivalent programs for runoff controls for new and redevelopment and construction sites

**APPENDIX 11.** Annual contribution amounts for regional monitoring

**APPENDIX 12.** IDDE Reporting data and format

## SPECIAL CONDITIONS

### S1. PERMIT COVERAGE AREA AND PERMITTEES

#### A. Geographic Area of Permit Coverage

This Permit is applicable to owners or operators of regulated small Municipal Separate Storm Sewer Systems (MS4s) located west of the eastern boundaries of the following counties: Whatcom, Skagit, Snohomish, King, Pierce, Lewis, and Skamania.

1. For all cities required to obtain coverage under this Permit, the geographic area of coverage is the entire incorporated area of the city.
2. For all counties required to have coverage under this Permit, the geographic area of coverage is the urbanized areas and urban growth areas associated with permitted cities under the jurisdictional control of the county. The geographic area of coverage also includes any urban growth area contiguous to permitted urbanized areas under the jurisdictional control of the county.
3. For Whatcom County, the geographic area of coverage also includes the unincorporated Birch Bay urban growth area.
4. For Secondary Permittees required to obtain coverage under this Permit, the minimum geographic area of coverage is all areas identified under S1.A.1 and S1.A.2. At the time of permit coverage, the Washington State Department of Ecology (Ecology) may establish a geographic area of coverage specific to an individual Secondary Permittee.
5. All regulated small MS4s owned or operated by the Permittees named in S1.D.2.a(i), and (ii), and S1.D.2.b and located in another city or county area requiring coverage under this Permit, or the *Phase I Municipal Stormwater Permit* or the *Eastern Washington Phase II Municipal Stormwater Permit*, are also covered under this Permit.

#### B. Regulated Small Municipal Separate Storm Sewer Systems (MS4s)

All operators of regulated small MS4s are required to apply for and obtain coverage under this Permit or be permitted under a separate individual permit, unless waived or exempted in accordance with condition S1.C.

1. A regulated small MS4:
  - a. Is a "Small MS4" as defined in the *Definitions and Acronyms* section at the end of this Permit; and
  - b. Is located within, or partially located within, an urbanized area as defined by the latest decennial census conducted by the U.S. Census Bureau, or designated by Ecology pursuant to 40 CFR 123.35(b) or 40 CFR 122.26(f); and
  - c. Discharges stormwater from the MS4 to a surface water of Washington State; and
  - d. Is not eligible for a waiver or exemption under S1.C, below.

2. All other operators of MS4s, including special purpose districts, which meet the criteria for a regulated small MS4 shall obtain coverage under this Permit. Other operators of small MS4s may include, but are not limited to: flood control, or diking and drainage districts; schools, including universities; and correctional facilities that own or operate a small MS4 serving non-agricultural land uses.
  3. Any other operators of small MS4s may be required by Ecology to obtain coverage under this Permit or an alternative NPDES permit if Ecology determines the small MS4 is a significant source of pollution to surface waters of the State. Notification of Ecology's determination that permit coverage is required will be through the issuance of an Administrative Order issued in accordance with RCW 90.48.
  4. The owner or operator of a regulated small MS4 may obtain coverage under this Permit as a Permittee, Co-Permittee, or Secondary Permittee as defined in S1.D.1, below.
  5. Pursuant to 40 CFR 122.26(f), any person or organization may petition Ecology to require that additional small MS4s obtain coverage under this Permit. The process for petitioning Ecology is:
    - a. The person or organization shall submit a complete petition in writing to Ecology. A complete petition shall address each of the relevant factors for petitions outlined on Ecology's website.
    - b. In making its determination on the petition, Ecology may request additional information from either the petitioner or the entity that is the subject of the petition.
    - c. Ecology will make a final determination on a complete petition within 180 days of receipt of the petition and inform both the petitioner and the MS4 of the decision, in writing.
    - d. If Ecology's final determination is that the candidate MS4 will be regulated, Ecology will issue an order to the operator of the MS4 requiring them to obtain coverage under this Permit. The order will specify:
      - i. The geographic area of permit coverage for the MS4.
      - ii. Any modified dates or deadlines for developing and implementing this Permit, as appropriate to the MS4, and for submitting their first annual report.
      - iii. A deadline for the operator of the MS4 to submit a complete Notice of Intent (NOI, provided on Ecology's website) to Ecology.
- C. Owners and operators of an otherwise regulated small MS4 are **not** required to obtain coverage under this Permit if:
1. The small MS4 is operated by:
    - a. A federal entity, including any department, agency, or instrumentality of the executive, legislative, and judicial branches of the Federal government of the United States.
    - b. Federally recognized Indian Tribes located within Indian Country, including all trust or restricted lands within the 1873 Survey Area of the Puyallup Tribe of Indians.
    - c. The Washington State Department of Transportation.

**Or**

2. The portions of the small MS4 located within the census defined urbanized area(s) serve a total population of less than 1000 people and a, b, and c, below **all** apply:
  - a. The small MS4 is not contributing substantially to the pollutant loadings of a physically interconnected MS4 that is regulated by the NPDES stormwater program.
  - b. The discharge of pollutants from the small MS4 has not been identified as a cause of impairment of any water body to which the MS4 discharges.
  - c. In areas where an EPA approved TMDL has been completed, stormwater controls on the MS4 have not been identified as necessary to meet wasteload allocations established in the TMDL that address the pollutant(s) of concern.

In determining the total population served, both resident and commuter populations shall be included. For example:

- For publicly operated school complexes including universities and colleges, the total population served would include the sum of the average annual student enrollment plus staff.
- For flood control, diking, and drainage districts, the total population served would include residential population and any non-residents regularly employed in the areas served by the small MS4.

**D. Obtaining coverage under this Permit.**

All operators of regulated small MS4s are required to apply for and obtain coverage in accordance with this Section, unless waived or exempted, in accordance with Section S1.C.

1. Unless otherwise noted, the term "Permittee" shall include a city, town, or county Permittee, New Permittee, Co-Permittee, Secondary Permittee, and New Secondary Permittee as defined below:
  - a. "Permittee" is a city, town, or county owning or operating a regulated small MS4 applying and receiving a permit as a single entity.
  - b. "New Permittee" is a city, town, or county that is subject to the *Western Washington Phase II Municipal Stormwater General Permit* and was not subject to the Permit prior to August 1, 2019.
  - c. "Co-Permittee" is any owner or operator of a regulated small MS4 that is applying in a cooperative agreement with at least one other applicant for coverage under this Permit. Co-Permittees own or operate a regulated small MS4 located within or in proximity to another regulated small MS4.
  - d. A "Secondary Permittee" is an operator of a regulated small MS4 that is not a city, town, or county. Secondary Permittees include special purpose districts and other MS4s that meet the criteria for a regulated small MS4 in S1.B, above.
  - e. "New Secondary Permittee" is a Secondary Permittee that is covered under a Municipal Stormwater General Permit and was not covered by the Permit prior to August 1, 2019.



2. Operators of regulated small MS4s have submitted, or shall submit, to Ecology either a Notice of Intent (NOI) for Coverage under National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit or a Duty to Reapply - NOI provided on Ecology's website.
  - a. The following Permittees and Secondary Permittees submitted a *Duty to Reapply - NOI* to Ecology prior to February 1, 2018:
    - i. **Cities and towns:** Aberdeen, Algona, Anacortes, Arlington, Auburn, Bainbridge Island, Battle Ground, Bellevue, Bellingham, Black Diamond, Bonney Lake, Bothell, Bremerton, Brier, Buckley, Burien, Burlington, Camas, Centralia, Clyde Hill, Covington, Des Moines, DuPont, Duvall, Edgewood, Edmonds, Enumclaw, Everett, Federal Way, Ferndale, Fife, Fircrest, Gig Harbor, Granite Falls, Issaquah, Kelso, Kenmore, Kent, Kirkland, Lacey, Lake Forest Park, Lake Stevens, Lakewood, Longview, Lynden, Lynnwood, Maple Valley, Marysville, Medina, Mercer Island, Mill Creek, Milton, Monroe, Mountlake Terrace, Mount Vernon, Mukilteo, Newcastle, Normandy Park, Oak Harbor, Olympia, Orting, Pacific, Port Orchard, Port Angeles, Poulsbo, Puyallup, Redmond, Renton, Sammamish, SeaTac, Sedro-Woolley, Shoreline, Snohomish, Snoqualmie, Steilacoom, Sumner, Tukwila, Tumwater, University Place, Vancouver, Washougal, and Woodinville.
    - ii. **Counties:** Cowlitz, Kitsap, Thurston, Skagit, and Whatcom.
    - iii. **Secondary Permittees:** Bainbridge Island School District #303, Bellingham School District, Bellingham Technical College, Cascadia College, Central Kitsap School District, Centralia College, Clark College, Consolidated Diking Improvement District #1 of Cowlitz County, Edmonds Community College, Evergreen College, Highline Community College, Kelso School District, Kent School District, Longview School District, Lower Columbia College, Port of Anacortes, Port of Bellingham, Port of Olympia, Port of Skagit County, Port of Vancouver, Skagit County Drainage District #19, Skagit Valley College, University of Washington Bothell, Washington State University Vancouver, Washington State Department of Enterprise Services (Capitol Campus), Washington Department of Corrections, Western Washington University, and Whatcom Community College.
  - b. Operators of regulated small MS4s have submitted or shall submit to Ecology a "Notice of Intent (NOI) for Coverage under National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit" provided on Ecology's website before the effective date of this Permit, with the following exceptions:
    - i. Operators of regulated small MS4s located in the City of Shelton, and the Clallam County urban growth area surrounding Port Angeles shall submit a NOI or application to Ecology no later than 30 days after the effective date of this Permit.
    - ii. Operators of regulated small MS4s listed in S1.D.2.a do not need to submit a new application to be covered under this Permit.
  - c. For operators of regulated small MS4s listed in S1.D.2.a, coverage under this Permit is automatic and begins on the effective date of this Permit, unless the operator chooses to opt out of this General Permit. Any operator of a regulated small MS4 that

is opting out of this Permit shall submit an application for an individual MS4 permit in accordance with 40 CFR 122.33(b)(2)(ii) no later than the effective date of this Permit.

- d. Operators of regulated small MS4s which want to be covered under this Permit as Co-Permittees shall each submit a NOI to Ecology.
- e. Operators of regulated small MS4s which are relying on another entity to satisfy all of their permit obligations shall submit a NOI to Ecology.
- f. Operators of small MS4s designated by Ecology pursuant to S1.B.3 of this Permit shall submit a NOI to Ecology within 120 days of receiving notification from Ecology that permit coverage is required.

### 3. Application Requirements

- a. For NOIs submitted after the issuance date of this Permit, the applicant shall include a certification that the public notification requirements of WAC 173-226-130(5) have been satisfied. Ecology will notify applicants in writing of their status concerning coverage under this Permit within 90 days of Ecology's receipt of a complete NOI.
- b. Each Permittee applying as a Co-Permittee shall submit a NOI provided on Ecology's website. The NOI shall clearly identify the areas of the MS4 for which the Co-Permittee is responsible.
- c. Permittees relying on another entity or entities to satisfy one or more of their permit obligations shall notify Ecology in writing. The notification shall include a summary of the permit obligations that will be carried out by another entity. The summary shall identify the other entity or entities and shall be signed by the other entity or entities. During the term of the Permit, Permittees may terminate or amend shared responsibility arrangements by notifying Ecology, provided this does not alter implementation deadlines.
- d. Secondary Permittees required to obtain coverage under this Permit, and the *Phase I Municipal Stormwater Permit* or the *Eastern Washington Phase II Municipal Stormwater Permit*, may obtain coverage by submitting a single NOI.

## S2. AUTHORIZED DISCHARGES

- A. This Permit authorizes the discharge of stormwater to surface waters and to groundwaters of the State from MS4s owned or operated by each Permittee covered under this Permit, in the geographic area covered pursuant to S1.A. These discharges are subject to the following limitations:
  - 1. Discharges to groundwaters of the State through facilities regulated under the Underground Injection Control (UIC) program, Chapter 173-218 WAC, are not authorized under this Permit.
  - 2. Discharges to groundwaters not subject to regulation under the federal Clean Water Act are authorized in this Permit only under state authorities, Chapter 90.48 RCW, the Water Pollution Control Act.

- B.** This Permit authorizes discharges of non-stormwater flows to surface waters and to groundwaters of the State from MS4s owned or operated by each Permittee covered under this Permit, in the geographic area covered pursuant to S1.A, only under one or more of the following conditions:
1. The discharge is authorized by a separate NPDES or State Waste Discharge permit.
  2. The discharge is from emergency firefighting activities.
  3. The discharge is from another illicit or non-stormwater discharge that is managed by the Permittee as provided in Special Condition S5.C.5 or S6.D.3.

These discharges are also subject to the limitations in S2.A.1 and S2.A.2, above.

- C.** This Permit does not relieve entities that cause illicit discharges, including spills of oil or hazardous substances, from responsibilities and liabilities under state and federal laws and regulations pertaining to those discharges.
- D.** Discharges from MS4s constructed after the effective date of this Permit shall receive all applicable state and local permits and use authorizations, including compliance with Chapter 43.21C RCW (the State Environmental Policy Act).
- E.** This Permit does not authorize discharges of stormwater to waters within Indian Country as defined in 18 U.S.C. §1151, or to waters subject to water quality standards of Indian Tribes, including portions of the Puyallup River and other waters on trust or restricted lands within the 1873 Survey Area of the Puyallup Tribe of Indians Reservation, except where authority has been specifically delegated to Ecology by the U.S. Environmental Protection Agency. The exclusion of such discharges from this Permit does not waive any rights the State may have with respect to the regulation of the discharges.

### **S3. RESPONSIBILITIES OF PERMITTEES**

- A.** Each Permittee covered under this Permit is responsible for compliance with the terms of this Permit for the regulated small MS4s that they own or operate. Compliance with (1) or (2) below is required as applicable to each Permittee, whether the Permittee has applied for coverage as a Permittee, Co-Permittee, or Secondary Permittee.
1. All city, town, and county Permittees are required to comply with all conditions of this Permit, including any appendices referenced therein, except for Special Condition S6 – *Stormwater Management Program for Secondary Permittees*.
  2. All Secondary Permittees are required to comply with all conditions of this Permit, including any appendices referenced therein, except for Section S5 – *Stormwater Management Program for Cities, Towns, and Counties* and S8 – *Monitoring and Assessment*.
- B.** Permittees may rely on another entity to satisfy one or more of the requirements of this Permit. Permittees that are relying on another entity to satisfy one or more of their permit obligations remain responsible for permit compliance if the other entity fails to implement permit conditions. Permittees may rely on another entity provided all the requirements of 40 CFR 122.35(a) are satisfied, including but not limited to:

1. The other entity, in fact, implements the Permit requirements.
2. The other entity agrees to take on responsibility for implementation of the Permit requirement(s) as indicated on the NOI.

#### **S4. COMPLIANCE WITH STANDARDS**

- A.** In accordance with RCW 90.48.520, the discharge of toxicants to waters of the State of Washington which would violate any water quality standard, including toxicant standards, sediment criteria, and dilution zone criteria is prohibited. The required response to such discharges is defined in Section S4.F, below.
- B.** This Permit does not authorize a discharge which would be a violation of Washington State Surface Water Quality Standards (Chapter 173-201A WAC), Groundwater Quality Standards (Chapter 173-200 WAC), Sediment Management Standards (Chapter 173-204 WAC), or human health-based criteria in the National Toxics Rule (40 CFR 131.45). The required response to such discharges is defined in Section S4.F, below.
- C.** The Permittee shall reduce the discharge of pollutants to the Maximum Extent Practicable (MEP).
- D.** The Permittee shall use All Known, Available, and Reasonable methods of prevention, control and Treatment (AKART) to prevent and control pollution of waters of the State of Washington.
- E.** In order to meet the goals of the Clean Water Act, and comply with S4.A, S4.B, S4.C, and S4.D, each Permittee shall comply with all of the applicable requirements of this Permit as identified in S3 – *Responsibilities of Permittees*.
- F.** A Permittee remains in compliance with S4 despite any discharges prohibited by S4.A or S4.B, when the Permittee undertakes the following response toward long-term water quality improvement:
  1. A Permittee shall notify Ecology in writing within 30 days of becoming aware, based on credible site-specific information that a discharge from the MS4 owned or operated by the Permittee is causing or contributing to a known or likely violation of Water Quality Standards in the receiving water. Written notification provided under this subsection shall, at a minimum, identify the source of the site-specific information, describe the nature and extent of the known or likely violation in the receiving water, and explain the reasons why the MS4 discharge is believed to be causing or contributing to the problem. For ongoing or continuing violations, a single written notification to Ecology will fulfill this requirement.
  2. In the event that Ecology determines, based on a notification provided under S4.F.1 or through any other means, that a discharge from an MS4 owned or operated by the Permittee is causing or contributing to a violation of Water Quality Standards in a receiving water, Ecology will notify the Permittee in writing that an adaptive management response, outlined in S4.F.3, below, is required, unless:

- a. Ecology also determines that the violation of Water Quality Standards is already being addressed by a Total Maximum Daily Load (TMDL) or other enforceable water quality cleanup plan; or
- b. Ecology concludes the MS4 contribution to the violation will be eliminated through implementation of other permit requirements.

### 3. Adaptive Management Response

- a. Within 60 days of receiving a notification under S4.F.2, or by an alternative date established by Ecology, the Permittee shall review its Stormwater Management Program (SWMP) and submit a report to Ecology. The report shall include:
  - i. A description of the operational and/or structural BMPs that are currently being implemented to prevent or reduce any pollutants that are causing or contributing to the violation of Water Quality Standards, including a qualitative assessment of the effectiveness of each Best Management Practice (BMP).
  - ii. A description of potential additional operational and/or structural BMPs that will or may be implemented in order to apply AKART on a site-specific basis to prevent or reduce any pollutants that are causing or contributing to the violation of Water Quality Standards.
  - iii. A description of the potential monitoring or other assessment and evaluation efforts that will or may be implemented to monitor, assess, or evaluate the effectiveness of the additional BMPs.
  - iv. A schedule for implementing the additional BMPs including, as appropriate: funding, training, purchasing, construction, monitoring, and other assessment and evaluation components of implementation.
- b. Ecology will, in writing, acknowledge receipt of the report within a reasonable time and notify the Permittee when it expects to complete its review of the report. Ecology will either approve the additional BMPs and implementation schedule or require the Permittee to modify the report as needed to meet AKART on a site-specific basis. If modifications are required, Ecology will specify a reasonable time frame in which the Permittee shall submit and Ecology will review the revised report.
- c. The Permittee shall implement the additional BMPs, pursuant to the schedule approved by Ecology, beginning immediately upon receipt of written notification of approval.
- d. The Permittee shall include with each subsequent annual report a summary of the status of implementation and the results of any monitoring, assessment or evaluation efforts conducted during the reporting period. If, based on the information provided under this subsection, Ecology determines that modification of the BMPs or implementation schedule is necessary to meet AKART on a site-specific basis, the Permittee shall make such modifications as Ecology directs. In the event there are ongoing violations of water quality standards despite the implementation of the BMP approach of this Section, the Permittee may be subject to compliance schedules to

eliminate the violation under WAC 173-201A-510(4) and WAC 173-226-180 or other enforcement orders as Ecology deems appropriate during the term of this Permit.

- e. A TMDL or other enforceable water quality cleanup plan that has been approved and is being implemented to address the MS4's contribution to the Water Quality Standards violation supersedes and terminates the S4.F.3 implementation plan.
  - f. Provided the Permittee is implementing the approved adaptive management response under this Section, the Permittee remains in compliance with Special Condition S4, despite any on-going violations of Water Quality Standards identified under S4.A or B, above.
  - g. The adaptive management process provided under Section S4.F is not intended to create a shield for the Permittee from any liability it may face under 42 U.S.C. 9601 *et seq.* or Chapter 70.105D RCW.
- G.** Ecology may modify or revoke and reissue this General Permit in accordance with G14 – *General Permit Modification and Revocation*, if Ecology becomes aware of additional control measures, management practices, or other actions beyond what is required in this Permit that are necessary to:
- 1. Reduce the discharge of pollutants to the MEP,
  - 2. Comply with the state AKART requirements, or
  - 3. Control the discharge of toxicants to waters of the State of Washington.

## **S5. STORMWATER MANAGEMENT PROGRAM FOR CITIES, TOWNS, AND COUNTIES**

- A.** Each Permittee shall develop and implement a Stormwater Management Program (SWMP). A SWMP is a set of actions and activities comprising the components listed in S5 and any additional actions necessary, to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with Total Maximum Daily Load Requirements* and S8 – *Monitoring and Assessment*. This Section applies to all cities, towns, and counties covered under this Permit (termed as "Permittee," including cities, towns, and counties that are Co-Permittees).

New Permittees subject to this Permit, as described in S1.D.1.b, shall fully meet the requirements in S5 as modified in footnotes below, or as specified in an alternate schedule as a condition of coverage by Ecology. Permittees obtaining coverage after the issuance date of this Permit shall fully meet the requirements in S5 as specified in an alternate schedule as a condition of coverage by Ecology.

- 1. At a minimum, the Permittee's SWMP shall be implemented throughout the geographic area subject to this Permit as described in S1.A.<sup>1</sup>
- 2. Each Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall be organized according to the program components in S5.C or a

---

<sup>1</sup> New Permittees shall fully develop and implement the SWMP in accordance with the schedules contained in this Section no later than February 2, 2024.

format approved by Ecology, and shall be updated at least annually for submittal with the Permittee's annual reports to Ecology (see S9 – *Reporting Requirements*). The SWMP Plan shall be written to inform the public of the planned SWMP activities for the upcoming calendar year, and shall include a description of:

- a. Planned activities for each of the program components included in S5.C.
  - b. Any additional planned actions to meet the requirements of applicable TMDLs pursuant to S7– *Compliance with Total Maximum Daily Load Requirements*.
  - c. Any additional planned actions to meet the requirements of S8 – *Monitoring and Assessment*.
- 3.** The SWMP shall include an ongoing program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation, and permit compliance and to set priorities.
- a. Each Permittee shall track the cost or estimated cost of development and implementation of each component of the SWMP.<sup>2</sup> This information shall be provided to Ecology upon request.
  - b. Each Permittee shall track the number of inspections, follow-up actions as a result of inspections, official enforcement actions and types of public education activities as required by the respective program component. This information shall be included in the annual report.
- 4.** Permittees shall continue implementation of existing stormwater management programs until they begin implementation of the updated stormwater management program in accordance with the terms of this Permit, including implementation schedules.
- 5.** Coordination among Permittees
- a. Coordination among entities covered under municipal stormwater NPDES permits may be necessary to comply with certain conditions of the SWMP. The SWMP shall include, when needed, coordination mechanisms among entities covered under a municipal stormwater NPDES permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas, including:
    - i. Coordination mechanisms clarifying roles and responsibilities for the control of pollutants between physically interconnected MS4s covered by a municipal stormwater permit.
    - ii. Coordinating stormwater management activities for shared water bodies, or watersheds among Permittees to avoid conflicting plans, policies, and regulations.
  - b. The SWMP shall include coordination mechanisms among departments within each jurisdiction to eliminate barriers to compliance with the terms of this Permit. Permittees shall include a written description of internal coordination mechanisms in the Annual Report due no later than March 31, 2021.

---

<sup>2</sup> New Permittees shall begin implementing the requirements of S5.A.3.a, no later than August 1, 2021.

- B.** The SWMP shall be designed to reduce the discharge of pollutants from regulated small MS4s to the MEP, meet state AKART requirements, and protect water quality.
- C.** The SWMP shall include the components listed below. To the extent allowable under state or federal law, all components are mandatory for city, town, or county Permittees covered under this Permit.

**1. Stormwater planning**

Each Permittee shall implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality management tools to protect receiving waters.

**The minimum performance measures are:**

- a. By August 1, 2020, each Permittee shall convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program.
- b. Coordination with long-range plan updates.
  - i. Each Permittee shall describe how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the planning update processes and influencing policies and implementation strategies in their jurisdiction. The report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning, or taking into account stormwater management needs or limitations.
    - (a) On or before March 31, 2021, the Permittee shall respond to the series of Stormwater Planning Annual Report questions to describe how anticipated stormwater impacts on water quality were addressed, if at all, during the 2013-2019 permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
    - (b) On or before January 1, 2023, the Permittee shall submit a report responding to the same questions included in (a), above, to describe how water quality is being addressed, if at all, during this permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
- c. Low impact development code-related requirements.
  - i. Permittees shall continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed.
 

The intent shall be to make LID the preferred and commonly-used approach to site development. The local development-related codes, rules, standards, or other enforceable documents shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations, where feasible.



- (a) Annually, each Permittee shall assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles or LID BMPs since local codes were updated in accordance with the 2013 Permit, and the measures developed to address the barriers. If applicable, the report shall describe mechanisms adopted to encourage or require implementation of LID principles or LID BMPs.
- ii. By December 31, 2023, New Permittees shall review, revise, and make effective their local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs. New Permittees shall conduct a similar review and revision process, and consider the range of issues, outlined in the following document: Integrating LID into Local Codes: A Guidebook for Local Governments (Puget Sound Partnership, 2012).

New Permittees shall submit a summary of the results of the review and revision process with the annual report due no later than March 31, 2024. This summary shall be in the required format described in Appendix 5 and include, at a minimum, a list of the participants (job title, brief job description, and department represented), the codes, rules, standards, and other enforceable documents reviewed, and the revisions made to those documents which incorporate and require LID principles and LID BMPs. The summary shall include existing requirements for LID principles and LID BMPs in development-related codes. The summary must be organized as follows:

- (a) Measures to minimize impervious surfaces.
- (b) Measures to minimize loss of native vegetation.
- (c) Other measures to minimize stormwater runoff.
- d. Stormwater Management Action Planning<sup>3</sup> (SMAP). Permittees shall conduct a similar process and consider the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology, 2019; Publication 19-10-010). Permittees may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the Permittee's jurisdiction.
- i. *Receiving Water Assessment*. Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.

By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which

---

<sup>3</sup> New Permittees are exempt from S5.C.1.d. for this permit term.

receiving waters will be included in the S5.C.1.d.ii prioritization process. Include a map of the delineated basins with references to the watershed inventory table.

- (a) Identify which basins are expected to have a relatively low Stormwater Management Influence for SMAP. See the guidance document for definition and description of this assessment.

Basins having relatively low expected Stormwater Management Influence for SMAP do not need to be included in S5.C.1.d.ii-iii.

- ii. *Receiving Water Prioritization.* Informed by the assessment of receiving water conditions in (i), above, and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development as well as planned for and expected future buildout conditions.

No later than June 30, 2022, document the prioritized and ranked list of receiving waters.

- (a) The Permittee shall document the priority ranking process used to identify high priority receiving waters. The Permittee may reference existing local watershed management plan(s) as source(s) of information or rationale for the prioritization.
- (b) The ranking process shall include the identification of high priority catchment area(s) for focus of the Stormwater Management Action Plan (SMAP) in (iii), below.

- iii. Stormwater Management Action Plan (SMAP). No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii), above, that identifies all of the following:

- (a) A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.
- (b) Land management/development strategies and/or actions identified for water quality management.
- (c) Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:
  - IDDE field screening,
  - Prioritization of Source Control inspections,
  - O&M inspections or enhanced maintenance, or
  - Public Education and Outreach behavior change programs.

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

- (d) If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
- (e) A proposed implementation schedule and budget sources for:
  - Short-term actions (*i.e.*, actions to be accomplished within six years), and
  - Long-term actions (*i.e.*, actions to be accomplished within seven to 20 years).
- (f) A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

## 2. Public Education and Outreach

The SWMP shall include an education and outreach program designed to:

- Build general awareness about methods to address and reduce impacts from stormwater runoff.
- Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

Permittees may choose to meet these requirements individually or as a member of a regional group. Regional collaboration on general awareness or behavior change programs, or both, includes Permittees developing a consistent message, determining best methods for communicating the message, and when appropriate, creating strategies to effect behavior change. If a Permittee chooses to adopt one or more elements of a regional program, the Permittee should participate in the regional group and shall implement the adopted element(s) of the regional program in the local jurisdiction.

### The minimum performance measures are:

- a. Each Permittee shall implement an education and outreach program for the area served by the MS4. The program design shall be based on local water quality information and target audience characteristics to identify high priority target audiences, subject areas, and/or BMPs. Based on the target audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the target audience. <sup>4</sup>
  - i. **General awareness.** To build general awareness, Permittees shall annually select at a minimum one target audience and one subject area from either (a) or (b):
    - (a) *Target audiences:* General public (including overburdened communities, or school age children) or businesses (including home-based, or mobile businesses). Subject areas:

<sup>4</sup> New Permittees shall begin implementing the requirements of S5.C.2 no later than August 1, 2021.

- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
  - Low impact development (LID) principles and LID BMPs.
- (b) *Target audiences:* Engineers, contractors, developers, or land use planners. Subject areas:
- Technical standards for stormwater site and erosion control plans.
  - LID principles and LID BMPs.
  - Stormwater treatment and flow control BMPs/facilities
- (c) Permittees shall provide subject area information to the target audience on an ongoing or strategic schedule.
- ii. **Behavior change.** To affect behavior change, Permittees shall select, at a minimum, one target audience and one BMP.
- (a) *Target Audiences:* Residents, landscapers, property managers/owners, developers, school age children, or businesses (including home-based or mobile businesses).
- BMPs:*
- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
  - Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
  - Prevention of illicit discharges.
  - Yard care techniques protective of water quality.
  - Carpet cleaning.
  - Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
  - Pet waste management and disposal.
  - LID Principles and LID BMPs.
  - Stormwater facility maintenance, including LID facilities.
  - Dumpster and trash compactor maintenance.
  - Litter and debris prevention.
  - Sediment and erosion control.
  - (Audience specific) Source control BMPs (refer to S5.C.8).
  - (Audience specific) Locally-important, municipal stormwater-related subject area.
- (b) No later than July 1, 2020, each Permittee shall conduct a new evaluation of the effectiveness of an ongoing behavior change campaign (required under S5.C.1.a.ii and S5.C.1.c of the 2013 Permit). Permittees shall document lessons learned and recommendations for which option to select from S5.C.2.a.ii.(c).

Permittees that select option S5.C.2.a.ii.(c)3, below, may forgo this evaluation if it will not add value to the overall behavior change program.

- (c) Based on the recommendation from S5.C.2.a.ii.(b), by February 1, 2021, each Permittee shall follow social marketing practices and methods, similar to community-based social marketing, and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:<sup>5</sup>
  - 1. Develop a strategy and schedule to more effectively implement the existing campaign; or
  - 2. Develop a strategy and schedule to expand the existing campaign to a new target audience or BMPs; or
  - 3. Develop a strategy and schedule for a new target audience and BMP behavior change campaign.
- (d) No later than April 1, 2021, begin to implement the strategy developed in S5.C.2.a.ii.(c).<sup>6</sup>
- (e) No later than March 31, 2024, evaluate and report on:
  - 1. The changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy; and
  - 2. Any planned or recommended changes to the campaign in order to be more effective; describe the strategies and process to achieve the results.
- (f) Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.
- iii. Stewardship. Each Permittee shall provide and advertise stewardship opportunities and/or partner with existing organizations (including non-permittees) to encourage residents to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and education activities.

### **3. Public Involvement and Participation**

Permittees shall provide ongoing opportunities for public involvement and participation through advisory councils, public hearings, watershed committees, participation in developing rate-structures or other similar activities. Each Permittee shall comply with applicable state and local public notice requirements when developing elements of the SWMP and SMAP.

#### **The minimum performance measures are:**

- a. Permittees shall create opportunities for the public, including overburdened communities, to participate in the decision-making processes involving the development, implementation and update of the Permittee's SMAP and SWMP.<sup>7</sup>

<sup>5</sup> No later than August 1, 2021, new Permittees shall follow social marketing practices and methods, similar to Community-Based Social Marketing, to develop a behavior change program that is tailored to the community.

<sup>6</sup> No later than October 1, 2021, New Permittees shall begin to implement the strategy developed in S5.C.2.a.ii.(c).

<sup>7</sup> New Permittees shall develop and begin to implement requirements according to S5.C.3.a no later than August 1, 2020. New Permittees are exempt from SMAP this permit term.

- b. Each Permittee shall post on their website their SWMP Plan and the annual report, required under S9.A, no later than May 31 each year. All other submittals shall be available to the public upon request. To comply with the posting requirement, a Permittee that does not maintain a website may submit the updated SWMP in electronic format to Ecology for posting on Ecology's website.

#### **4. MS4 Mapping and Documentation**

The SWMP shall include an ongoing program for mapping and documenting the MS4.<sup>8</sup>

##### **The minimum performance measures are:**

- a. *Ongoing Mapping*: Each Permittee shall maintain mapping data for the features listed below:
  - i. Known MS4 outfalls and known MS4 discharge points.
  - ii. Receiving waters, other than groundwater.
  - iii. Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
  - iv. Geographic areas served by the Permittee's MS4 that do not discharge stormwater to surface waters.
  - v. Tributary conveyances to all known outfalls and discharge points with a 24 inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following features or attributes (or both) shall be mapped:
    - (a) Tributary conveyance type, material, and size where known.
    - (b) Associated drainage areas.
    - (c) Land use.
  - vi. Connections between the MS4 owned or operated by the Permittee and other municipalities or public entities.
  - vii. All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.<sup>9,10</sup>
- b. *New Mapping*: Each Permittee shall:
  - i. No later than January 1, 2020, begin to collect size and material for all known MS4 outfalls during normal course of business (e.g. during field screening, inspection, or maintenance) and update records.
  - ii. No later than August 1, 2023, complete mapping of all known connections from the MS4 to a privately owned stormwater system.

---

<sup>8</sup> New Permittees shall meet the requirements to map the MS4 according to S5.C.4. no later than February 2, 2024, except where otherwise noted in this Section.

<sup>9</sup> New Permittees shall meet the requirements of S5.C.4.a.vii after August 1, 2019, for all connections to the MS4 authorized after August 1, 2019.

<sup>10</sup> Permittees do not need to map the following residential connections: individual driveways, sump pumps, or roof downspouts.

- c. No later than August 1, 2021, the required format for mapping is electronic (e.g. Geographic Information System, CAD drawings, or other software that can map and store points, lines, polygons, and associated attributes), with fully described mapping standards.
- d. To the extent consistent with national security laws and directives, each Permittee shall make available to Ecology, upon request, available maps depicting the information required in S5.C.4.a through c, above.
- e. Upon request, and to the extent appropriate, Permittees shall provide mapping information to federally recognized Indian Tribes, municipalities, and other Permittees. This Permit does not preclude Permittees from recovering reasonable costs associated with fulfilling mapping information requests by federally recognized Indian Tribes, municipalities, and other Permittees.

## **5. Illicit Discharge Detection and Elimination**

The SWMP shall include an ongoing program designed to prevent, detect, characterize, trace, and eliminate illicit connections and illicit discharges into the MS4.<sup>11</sup>

### **The minimum performance measures are:**

- a. The program shall include procedures for reporting and correcting or removing illicit connections, spills and other illicit discharges when they are suspected or identified. The program shall also include procedures for addressing pollutants entering the MS4 from an interconnected, adjoining MS4.  
  
Illicit connections and illicit discharges must be identified through, but not limited to: field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.
- b. Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- c. Each Permittee shall implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee's MS4 to the maximum extent allowable under state and federal law.
  - i. Allowable Discharges: The regulatory mechanism does **not** need to prohibit the following categories of non-stormwater discharges:
    - (a) Diverted stream flows
    - (b) Rising groundwaters
    - (c) Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20))
    - (d) Uncontaminated pumped groundwater
    - (e) Foundation drains

---

<sup>11</sup> New Permittees shall meet the requirements of S5.C.5 no later than August 1, 2021 except where otherwise noted in this Section.

- (f) Air conditioning condensation
  - (g) Irrigation water from agricultural sources that is commingled with urban stormwater
  - (h) Springs
  - (i) Uncontaminated water from crawl space pumps
  - (j) Footing drains
  - (k) Flows from riparian habitats and wetlands
  - (l) Non-stormwater discharges authorized by another NPDES or state waste discharge permit
  - (m) Discharges from emergency firefighting activities in accordance with S2 Authorized Discharges
- ii. Conditionally Allowable Discharges: The regulatory mechanism may allow the following categories of non-stormwater discharges only if the stated conditions are met:
- (a) Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4.
  - (b) Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities and water conservation efforts.
  - (c) Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
  - (d) Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Permittee shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts. To avoid washing pollutants into the MS4, Permittees shall minimize the amount of street wash and dust control water used.
  - (e) Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee, which addresses control of such discharges.
- iii. The Permittee shall further address any category of discharges in (i) or (ii), above, if the discharges are identified as significant sources of pollutants to waters of the State.



- iv. The ordinance or other regulatory mechanism shall include escalating enforcement procedures and actions.
- d. Each Permittee shall implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the Permittee's MS4.<sup>12</sup> The program shall include the following components:
  - i. Procedures for conducting investigations of the Permittee's MS4, including field screening and methods for identifying potential sources. These procedures may also include source control inspections.

The Permittee shall implement a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using *Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual* (Herrera Environmental Consultants, Inc.; May 2013), or another methodology of comparable or improved effectiveness. The Permittee shall document the field screening methodology in the Annual Report.

- (a) All Permittees shall complete field screening for an average of 12% of the MS4 each year.<sup>13</sup> Permittees shall annually track total percentage of the MS4 screened beginning August 1, 2019.
- ii. A publicly listed and publicized hotline or other telephone number for public reporting of spills and other illicit discharges.
- iii. An ongoing training program for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4, on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of the trainings provided and the staff trained.<sup>14</sup>
- e. Each Permittee shall implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the Permittee's MS4.<sup>15</sup> The program shall include:
  - i. Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found by or reported to the Permittee. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for containment of the discharge.

<sup>12</sup> New Permittees shall fully implement the requirements of S5.C.5.d no later than August 1, 2023.

<sup>13</sup> New Permittees shall complete S5.C.5.d.i requirements for field screening covering at least 12% of the MS4 within the Permittee's coverage area no later than December 31, 2023, and on average 12% each year thereafter.

<sup>14</sup> New Permittees shall develop and begin implementing the ongoing training program described in S5.C.5.d.iii no later than February 2, 2021.

<sup>15</sup> New Permittees shall fully develop and implement the requirements of S5.C.5.e no later than August 1, 2023.

- ii. Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
- iii. Procedures for eliminating the discharge, including notification of appropriate authorities (including owners or operators of interconnected MS4s); notification of the property owner; technical assistance; follow-up inspections; and use of the compliance strategy developed pursuant to S5.C.5.c.iv, including escalating enforcement and legal actions if the discharge is not eliminated.
- iv. Compliance with the provisions in (i), (ii), and (iii), above, shall be achieved by meeting the following timelines:
  - (a) Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment, consistent with General Condition G3.
  - (b) Investigate (or refer to the appropriate agency with the authority to act) within 7 days, on average, any complaints, reports, or monitoring information that indicates a potential illicit discharge.
  - (c) Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
  - (d) Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.
- f. Permittees shall train staff who are responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills, and illicit connections, to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>16</sup>
- g. Recordkeeping: Each Permittee shall track and maintain records of the activities conducted to meet the requirements of this Section. In the Annual Report, each Permittee shall submit data for the illicit discharges, spills and illicit connections including those that were found by, reported to, or investigated by the Permittee during the previous calendar year. The data shall include the information specified in Appendix 12 and WQWebIDDE. Each Permittee may either use their own system or WQWebIDDE for recording this data. Final submittals shall follow the instructions, timelines, and format as described in Appendix 12.

---

<sup>16</sup> New Permittees shall meet the requirements of S5.C.5.f no later than February 2, 2021.

## 6. Controlling Runoff from New Development, Redevelopment, and Construction Sites

Each Permittee shall implement and enforce a program to reduce pollutants in stormwater runoff to a regulated small MS4 from new development, redevelopment and construction site activities. The program shall apply to private and public development, including transportation projects.<sup>17</sup>

### The minimum performance measures are:

- a. Implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects.

Each Permittee shall adopt and make effective a local program, no later than June 30, 2022, that meets the requirements of S5.C.6.b(i) through (iii), below, and shall apply to all applications<sup>18</sup> submitted:

- i. On or after July 1, 2022.
  - ii. Prior to January 1, 2017, that have not started construction<sup>19</sup> by January 1, 2022.<sup>20</sup>
  - iii. Prior to July 1, 2022, that have not started construction by July 1, 2027.
- b. The ordinance or other enforceable mechanism shall include, at a minimum:
    - i. The Minimum Requirements, thresholds, and definitions in Appendix 1, or the 2013 Appendix 1 amended to include the changes identified in Appendix 10, or Phase I program approved by Ecology and amended to include Appendix 10, for new development, redevelopment, and construction sites. Adjustment and variance criteria equivalent to those in Appendix 1 shall be included. More stringent requirements may be used, and/or certain requirements may be tailored to local circumstances through the use of Ecology-approved basin plans or other similar water quality and quantity planning efforts. Such local requirements and thresholds shall provide equal protection of receiving waters and equal levels of pollutant control to those provided in Appendix 1.
    - ii. The local requirements shall include the following requirements, limitations, and criteria that, when used to implement the minimum requirements in Appendix 1 (or program approved by Ecology under the 2019 Phase I Permit) will protect

<sup>17</sup> For continuing Permittees, this means continuing to implement existing programs developed under previous permits until updates are made to meet the schedules defined. *New Permittees shall meet the requirements of S5.C.6 no later than December 31, 2022, except where otherwise specified in this Section.*

<sup>18</sup> In this context, “application” means, at a minimum a complete project description, site plan, and, if applicable, SEPA checklist. Permittees may establish additional elements of a completed application.

<sup>19</sup> In this context “started construction” means the site work associated with, and directly related to the approved project has begun. For example: grading the project site to final grade or utility installation. Simply clearing the project site does not constitute the start of construction. Permittees may establish additional requirements related to the start of construction.

<sup>20</sup> For Permittees in **Lewis and Cowlitz counties**: Prior to July 1, 2017, that have not started construction by June 30, 2022. **For Lynden, Snoqualmie**: Prior to January 1, 2018, that have not started construction by January 1, 2023. **For Aberdeen**: Prior to July 1, 2018, that have not started construction by June 30, 2023. **Shelton and Clallam County** shall adopt and make effective a local program that meets the requirements of S5.C.6.b(i) through (iii) no later than December 31, 2022. The local program shall apply to all applications submitted on or after January 1, 2023, and shall apply to applications submitted prior to January 1, 2023, which have not started construction by January 1, 2028.

water quality, reduce the discharge of pollutants to the MEP, and satisfy the State requirement under Chapter 90.48 RCW to apply AKART prior to discharge:

- (a) Site planning requirements
- (b) BMP selection criteria
- (c) BMP design criteria
- (d) BMP infeasibility criteria
- (e) LID competing needs criteria
- (f) BMP limitations

Permittees shall document how the criteria and requirements will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy State AKART requirements.

Permittees who choose to use the requirements, limitations, and criteria, above, in the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology, may cite this choice as their sole documentation to meet this requirement.

- iii. The legal authority, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities approved under the provisions of this Section that discharge to the Permittee's MS4.
- c. The program shall include a permitting process with site plan review, inspection and enforcement capability to meet the standards listed in (i) through (iv) below, for both private and public projects, using qualified personnel (as defined in *Definitions and Acronyms*). At a minimum, this program shall be applied to all sites that meet the minimum thresholds adopted pursuant to S5.C.6.b.i, above.
  - i. Review of all stormwater site plans for proposed development activities.
  - ii. Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport as determined through plan review based on definitions and requirements in Appendix 7 – *Determining Construction Site Sediment Damage Potential*. As an alternative to evaluating each site according to Appendix 7, Permittees may choose to inspect all construction sites that meet the minimum thresholds adopted pursuant to S5.C.6.b.i, above.
  - iii. Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. Enforce as necessary based on the inspection.
  - iv. Each Permittee shall manage maintenance activities to inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots are constructed (or when construction has stopped and the site is fully stabilized), to identify maintenance needs and enforce compliance with maintenance standards as needed.
  - v. Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent

stormwater facilities. Verify that a maintenance plan is completed and responsibility for maintenance is assigned for stormwater treatment and flow control BMPs/facilities. Enforce as necessary based on the inspection.

- vi. Compliance with the inspection requirements in (ii) through (v), above, shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of required inspections. The inspections may be combined with other inspections provided they are performed using qualified personnel.
- vii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- viii. An enforcement strategy shall be implemented to respond to issues of non-compliance.
- d. The program shall make available, as applicable, the link to the electronic *Construction Stormwater General Permit* Notice of Intent (NOI) form for construction activity and, as applicable, a link to the electronic *Industrial Stormwater General Permit* NOI form for industrial activity to representatives of proposed new development and redevelopment. Permittees shall continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.<sup>21</sup>
- e. Each Permittee shall ensure that all staff whose primary job duties are implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. Follow-up training must be provided as needed to address changes in procedures, techniques or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>22</sup>

## 7. Operations and Maintenance

Each Permittee shall implement and document a program to regulate maintenance activities and to conduct maintenance activities by the Permittee to prevent or reduce stormwater impacts.<sup>23</sup>

### The minimum performance measures are:

- a. Each Permittee shall implement maintenance standards that are as protective, or more protective, of facility function than those specified in the *Stormwater Management Manual for Western Washington* or a Phase I program approved by Ecology. For facilities which do not have maintenance standards, the Permittee shall

<sup>21</sup> New Permittees shall meet the requirements of S5.C.6.d beginning no later than August 1, 2019.

<sup>22</sup> New Permittees shall meet the requirements of S5.C.6.e no later than December 31, 2022.

<sup>23</sup> New Permittees shall develop and implement the requirements of S5.C.7 no later than December 31, 2022 except where otherwise noted in this Section.

develop a maintenance standard. No later than June 30, 2022, Permittees shall update their maintenance standards as necessary to meet the requirements of this Section.

- i. The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between inspections and/or maintenance is not a permit violation.
- ii. Unless there are circumstances beyond the Permittee's control, when an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed:
  - Within 1 year for typical maintenance of facilities, except catch basins.
  - Within 6 months for catch basins.
  - Within 2 years for maintenance that requires capital construction of less than \$25,000.

Circumstances beyond the Permittee's control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.

b. Maintenance of stormwater facilities regulated by the Permittee

- i. The program shall include provisions to verify adequate long-term O&M of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S.5.C.6.c and shall be maintained in accordance with S5.C.7.a.

The provisions shall include:

- (a) Implementation of an ordinance or other enforceable mechanism that:
  - Clearly identifies the party responsible for maintenance in accordance with maintenance standards established under S5.C.7.a.
  - Requires inspection of facilities in accordance with the requirements in (b), below.
  - Establishes enforcement procedures.
- (b) Annual inspections of all stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted by the Permittee according to S5.C.6.c, including those permitted in accordance with requirements adopted pursuant to the 2007-2019 Ecology municipal stormwater permits, unless there are maintenance records to justify a different frequency.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and

maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Compliance with the inspection requirements in (b), above, shall be determined by the presence and records of an established inspection program designed to inspect all facilities, and achieving at least 80% of required inspections.
  - iii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- c. Maintenance of stormwater facilities owned or operated by the Permittee.
- i. Each Permittee shall implement a program to annually inspect all municipally owned or operated stormwater treatment and flow control BMPs/facilities, and taking appropriate maintenance actions in accordance with the adopted maintenance standards.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Each Permittee shall spot check potentially damaged stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval). If spot checks indicate widespread damage/maintenance needs, inspect all stormwater treatment and flow control BMPs/facilities that may be affected. Conduct repairs or take appropriate maintenance action in accordance with maintenance standards established above, based on the results of the inspections.
- iii. Each Permittee shall inspect all catch basins and inlets owned or operated by the Permittee every two years.<sup>24</sup> Clean catch basins if the inspection indicates cleaning is needed to comply with maintenance standards established in the *Stormwater Management Manual for Western Washington*. Decant water shall be disposed of in accordance with Appendix 6 – *Street Waste Disposal*.

The following alternatives to the standard approach of inspecting all catch basins every two years may be applied to all or portions of the system:

- (a) The catch basin inspection schedule of every two years may be changed as appropriate to meet the maintenance standards based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records for catch basins, the Permittee may substitute written statements to document a specific, less frequent inspection schedule. Written statements shall be based on actual inspection

<sup>24</sup> New Permittees shall inspect and, if needed, clean all catch basins and inlets owned or operated by the Permittee in accordance with the requirements of S5.C.7.c once during the permit term, to be completed no later than February 2, 2024.

and maintenance experiences and shall be certified in accordance with G19 – *Certification and Signature*.

- (b) Inspections every two years may be conducted on a “circuit basis” whereby 25% of catch basins and inlets within each circuit are inspected to identify maintenance needs. Include an inspection of the catch basin immediately upstream of any MS4 outfall, discharge point, or connections to public or private storm systems, if applicable. Clean all catch basins within a given circuit for which the inspection indicates cleaning is needed to comply with maintenance standards established under S5.C.7.a, above.
- (c) The Permittee may clean all pipes, ditches, and catch basins and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.
- iv. Compliance with the inspection requirements in S5.C.7.c.i-iii, above, shall be determined by the presence of an established inspection program achieving at least 95% of required inspections.
- d. Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the Permittee, and road maintenance activities under the functional control of the Permittee. No later than December 31, 2022, document the practices, policies, and procedures. Lands owned or maintained by the Permittee include, but are not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater treatment and flow control BMPs/facilities.

The following activities shall be addressed:

- i. Pipe cleaning
- ii. Cleaning of culverts that convey stormwater in ditch systems
- iii. Ditch maintenance
- iv. Street cleaning
- v. Road repair and resurfacing, including pavement grinding
- vi. Snow and ice control
- vii. Utility installation
- viii. Pavement striping maintenance
- ix. Maintaining roadside areas, including vegetation management
- x. Dust control
- xi. Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts
- xii. Sediment and erosion control
- xiii. Landscape maintenance and vegetation disposal
- xiv. Trash and pet waste management



xv. Building exterior cleaning and maintenance

- e. Implement an ongoing training program for employees of the Permittee whose primary construction, operations, or maintenance job functions may impact stormwater quality. The training program shall address the importance of protecting water quality, operation and maintenance standards, inspection procedures, relevant SWPPPs, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of training provided. The staff training records to be kept include dates, activities or course descriptions, and names and positions of staff in attendance.
- f. Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the Permittee in areas subject to this Permit that are not required to have coverage under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes stormwater discharges associated with the activity. As necessary, update SWPPPs no later than December 31, 2022, to include the following information. At a minimum, the SWPPP shall include:
  - i. A detailed description of the operational and structural BMPs in use at the facility and a schedule for implementation of additional BMPs when needed. BMPs selected must be consistent with the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology. The SWPPP must be updated as needed to maintain relevancy with the facility.
  - ii. At minimum, annual inspections of the facility, including visual observations of discharges, to evaluate the effectiveness of the BMPs, identify maintenance needs, and determine if additional or different BMPs are needed. The results of these inspections must be documented in an inspection report or check list.
  - iii. An inventory of the materials and equipment stored on-site, and the activities conducted at the facility which may be exposed to precipitation or runoff and could result in stormwater pollution.
  - iv. A site map showing the facility's stormwater drainage, discharge points, and areas of potential pollutant exposure.
  - v. A plan for preventing and responding to spills at the facility which could result in an illicit discharge.
- g. Maintain records of the activities conducted to meet the requirements of this Section.

**8. Source Control Program for Existing Development**

- a. The Permittee shall implement a program to prevent and reduce pollutants in runoff from areas that discharge to the MS4. The program shall include:
  - i. Application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.

- ii. Inspections of pollutant generating sources at publicly and privately owned institutional, commercial and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- iii. Application and enforcement of local ordinances at sites, identified pursuant to S5.C.8.b.ii, including sites with discharges authorized by a separate NPDES permit. Permittees that are in compliance with the terms of this Permit will not be held liable by Ecology for water quality standard violations or receiving water impacts caused by industries and other Permittees covered, or which should be covered under an NPDES permit issued by Ecology.
- iv. Practices to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers from the sites identified in the inventory.

**b. Minimum performance measures:**

- i. No later than August 1, 2022, Permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities (see Appendix 8 to identify pollutant generating sources).

The requirements of this subsection are met by using the source control BMPs in the SWMMWW, or a Phase I Program approved by Ecology. In cases where the manual(s) lack guidance for a specific source of pollutants, the Permittee shall work with the owner/operator to implement or adapt BMPs based on the best professional judgement of the Permittee.

Applicable operational source control BMPs shall be required for all pollutant generating sources. Structural source control BMPs, or treatment BMPs/facilities, or both, shall be required for pollutant generating sources if operational source control BMPs do not prevent illicit discharges or violations of surface water, groundwater, or sediment management standards because of inadequate stormwater controls. Implementation of source control requirements may be done through education and technical assistance programs, provided that formal enforcement authority is available to the Permittee and is used as determined necessary by the Permittee, in accordance with S5.C.8.b.iv, below.

- ii. No later than August 1, 2022, the Permittees shall establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4. The inventory shall include:
  - (a) Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8).
  - (b) Other pollutant generating sources, based on complaint response, such as: home-based businesses and multi-family sites.
- iii. No later than January 1, 2023, Permittees shall implement an inspection program for sites identified pursuant to S5.C.8.b.ii, above.
  - (a) All identified sites with a business address shall be provided information about activities that may generate pollutants and the source control

requirements applicable to those activities. This information shall be provided by mail, telephone, electronic communications, or in person. This information may be provided all at one time or spread out over the permit term to allow for tailoring and distribution of the information during site inspections.

- (b) The Permittee shall annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory to assess BMP effectiveness and compliance with source control requirements. The Permittee may count follow-up compliance inspections at the same site toward the 20% inspection rate. The Permittee may select which sites to inspect each year and is not required to inspect 100% of sites over a 5-year period. Sites may be prioritized for inspection based on their land use category, potential for pollution generation, proximity to receiving waters, or to address an identified pollution problem within a specific geographic area or sub-basin.
  - (c) Each Permittee shall inspect 100% of sites identified through credible complaints.
  - (d) Permittees may count inspections conducted based on complaints, or when the property owner denies entry, to the 20% inspection rate.
- iv. No later than January 1, 2023, each Permittee shall implement a progressive enforcement policy that requires sites to comply with stormwater requirements within a reasonable time period as specified below:
- (a) If the Permittee determines, through inspections or otherwise, that a site has failed to adequately implement required BMPs, the Permittee shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
  - (b) When a Permittee determines that a site has failed to adequately implement BMPs after a follow-up inspection(s), the Permittee shall take enforcement action as established through authority in its municipal codes or ordinances, or through the judicial system.
  - (c) Each Permittee shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating an effort to bring sites into compliance. Each Permittee shall also maintain records of sites that are not inspected because the property owner denies entry.
  - (d) A Permittee may refer non-emergency violations of local ordinances to Ecology, provided, the Permittee also makes a documented effort of progressive enforcement. At a minimum, a Permittee's enforcement effort shall include documentation of inspections and warning letters or notices of violation.
- v. Permittees shall train staff who are responsible for implementing the source control program to conduct these activities. The ongoing training program shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement

procedures. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staff. Permittees shall document and maintain records of the training provided and the staff trained.

## **S6. STORMWATER MANAGEMENT PROGRAM FOR SECONDARY PERMITTEES**

- A.** This Section applies to all Secondary Permittees and all New Secondary Permittees, whether coverage under this Permit is obtained individually or as a Co-Permittee with a city, town, county, or another Secondary Permittee.

New Secondary Permittees subject to this Permit shall fully meet the requirements of this Section as modified in the footnotes in S6.D below, or as established as a condition of coverage by Ecology.

1. To the extent allowable under state, federal or local law, all components are mandatory for each Secondary Permittee covered under this Permit, whether covered as an individual Permittee or as a Co-Permittee.
2. Each Secondary Permittee shall develop and implement a Stormwater Management Program (SWMP). A SWMP is a set of actions and activities comprising the components listed in S6 and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with Total Maximum Daily Load Requirements*. The SWMP shall be designed to reduce the discharge of pollutants from regulated small MS4s to the MEP and protect water quality.
3. Unless an alternate implementation schedule is established by Ecology as a condition of permit coverage, the SWMP shall be developed and implemented in accordance with the schedules contained in this Section and shall be fully developed and implemented no later than four and one-half years from the initial permit coverage date. Secondary Permittees that are already implementing some or all of the required SWMP components shall continue implementation of those components.
4. Secondary Permittees may implement parts of their SWMP in accordance with the schedule for cities, towns, and counties in S5, provided they have signed a memorandum of understanding or other agreement to jointly implement the activity or activities with one or more jurisdictions listed in S1.D.2.a or S1.D.2.b, and submitted a copy of the agreement to Ecology.
5. Each Secondary Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall include a description of program activities for the upcoming calendar year.

- B.** Coordination

Secondary Permittees shall coordinate stormwater-related policies, programs and projects within a watershed and interconnected MS4s. Where relevant and appropriate, the SWMP shall coordinate among departments of the Secondary Permittee to ensure compliance with the terms of this Permit.

**C. Legal Authority**

To the extent allowable under state law and federal law, each Secondary Permittee shall be able to demonstrate that they can operate pursuant to legal authority which authorizes or enables the Secondary Permittee to control discharges to and from MS4s owned or operated by the Secondary Permittee.

This legal authority may be a combination of statutes, ordinances, permits, contracts, orders, interagency agreements, or similar instruments.

**D. Stormwater Management Program for Secondary Permittees**

The SWMP for Secondary Permittees shall include the following components:

**1. Public Education and Outreach**

Each Secondary Permittee shall implement the following stormwater education strategies:

- a. Storm drain inlets owned or operated by the Secondary Permittee that are located in maintenance yards, in parking lots, along sidewalks, and at pedestrian access points shall be clearly labeled with a message similar to “Dump no waste – Drains to waterbody.”<sup>25</sup>

As identified during visual inspection and regular maintenance of storm drain inlets per the requirements of S6.D.3.d and S6.D.6.a.i below, or as otherwise reported to the Secondary Permittee, any inlet having a label that is no longer clearly visible and/or easily readable shall be re-labeled within 90 days.

- b. Each year beginning no later than three years from the initial date of permit coverage, public ports, colleges, and universities shall distribute educational information to tenants and residents on the impact of stormwater discharges on receiving waters, and steps that can be taken to reduce pollutants in stormwater runoff. Distribution may be by hard copy or electronic means. Appropriate topics may include:
  - i. How stormwater runoff affects local water bodies.
  - ii. Proper use and application of pesticides and fertilizers.
  - iii. Benefits of using well-adapted vegetation.
  - iv. Alternative equipment washing practices, including cars and trucks that minimize pollutants in stormwater.
  - v. Benefits of proper vehicle maintenance and alternative transportation choices; proper handling and disposal of vehicle wastes, including the location of hazardous waste collection facilities in the area.
  - vi. Hazards associated with illicit connections and illicit discharges.
  - vii. Benefits of litter control of pet waste.

---

<sup>25</sup> New Secondary Permittees shall label all inlets as described in S6.D.1.a no later than four years from the initial date of permit coverage.

## 2. Public Involvement and Participation

Each year, no later than May 31, each Secondary Permittee shall:

- a. Make the annual report available on the Permittee's website.
- b. Make available on the Permittee's website, the latest updated version of the SWMP Plan.
- c. A Secondary Permittee that does not maintain a website may submit the updated SWMP Plan and annual report in electronic format to Ecology for posting on Ecology's website.

## 3. Illicit Discharge Detection and Elimination

Each Secondary Permittee shall:

- a. From the initial date of permit coverage, comply with all relevant ordinances, rules, and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern non-stormwater discharges.
- b. Implement appropriate policies prohibiting illicit discharges,<sup>26</sup> and an enforcement plan to ensure compliance with illicit discharge policies.<sup>27</sup> These policies shall address, at a minimum: illicit connections, non-stormwater discharges, including spills of hazardous materials, and improper disposal of pet waste and litter.
  - i. Allowable discharges: The policies do not need to prohibit the following categories of non-stormwater discharges:
    - (a) Diverted stream flows
    - (b) Rising groundwaters
    - (c) Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20))
    - (d) Uncontaminated pumped groundwater
    - (e) Foundation drains.
    - (f) Air conditioning condensation
    - (g) Irrigation water from agricultural sources that is commingled with urban stormwater
    - (h) Springs
    - (i) Uncontaminated water from crawl space pumps
    - (j) Footing drains
    - (k) Flows from riparian habitats and wetlands
    - (l) Discharges from emergency firefighting activities in accordance with *S2 – Authorized Discharges*
    - (m) Non-stormwater discharges authorized by another NPDES or state waste discharge permit

<sup>26</sup> New Secondary Permittees shall develop and implement appropriate policies prohibiting illicit discharges, and identify possible enforcement mechanisms as described in S6.D.3.b no later than one year from the initial date of permit coverage.

<sup>27</sup> New Secondary Permittees shall develop and implement an enforcement plan as described in S6.D.3.b no later than 18 months from the initial date of permit coverage.

Len: Note same requirement for fire hydrant flushing as described in (b) above.

ii. Conditionally allowable discharges: The policies may allow the following categories of non-stormwater discharges only if the stated conditions are met and such discharges are allowed by local codes:

- (a) Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line flushing,
- (b) Fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4.
- (c) Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities and water conservation efforts conducted by the Secondary Permittee and/or the local jurisdiction.
- (d) Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
- (e) Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Secondary Permittee shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts conducted by the Secondary Permittee and/or the local jurisdiction. To avoid washing pollutants into the MS4, the Secondary Permittee shall minimize the amount of street wash and dust control water used.
- (f) Other non-stormwater discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee which addresses control of such discharges.

iii. The Secondary Permittee shall address any category of discharges in (i) or (ii), above, if the discharge is identified as a significant source of pollutants to waters of the State.

- c. Maintain a storm sewer system map showing the locations of all known MS4 outfalls and discharge points, labeling the receiving waters (other than groundwater) and delineating the areas contributing runoff to each outfall and discharge point. Make the map (or completed portions of the map) available on request to Ecology and to the extent appropriate, to other Permittees. The preferred format for mapping is an electronic format with fully described mapping standards.<sup>28</sup>
- d. Conduct field inspections and visually inspect for illicit discharges at all known MS4 outfalls and discharge points. Visually inspect at least one third (on average) of all known outfalls and discharge points each year beginning no later than two years from

<sup>28</sup> New Secondary Permittees shall meet the requirements of S6.D.3.c no later than four and one-half years from the initial date of permit coverage.

the initial date of permit coverage. Implement procedures to identify and remove any illicit discharges. Keep records of inspections and follow-up activities.

- e. Implement a spill response plan that includes coordination with a qualified spill responder.<sup>29</sup>
- f. No later than two years from initial date of permit coverage, provide staff training or coordinate with existing training efforts to educate staff on proper BMPs for preventing illicit discharges, including spills. Train all Secondary Permittee staff who, as part of their normal job responsibilities, have a role in preventing such illicit discharges.

#### **4. Construction Site Stormwater Runoff Control**

From the initial date of permit coverage, each Secondary Permittee shall:

- a. Comply with all relevant ordinances, rules, and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern construction phase stormwater pollution prevention measures.
- b. Ensure that all construction projects under the functional control of the Secondary Permittee which require a construction stormwater permit obtain coverage under the *NPDES Construction Stormwater General Permit* or an individual NPDES permit prior to discharging construction related stormwater.
- c. Coordinate with the local jurisdiction regarding projects owned or operated by other entities which discharge into the Secondary Permittee's MS4, to assist the local jurisdiction with achieving compliance with all relevant ordinances, rules, and regulations of the local jurisdiction(s).
- d. Provide training or coordinate with existing training efforts to educate relevant staff in erosion and sediment control BMPs and requirements, or hire trained contractors to perform the work.
- e. Coordinate as requested with Ecology or the local jurisdiction to provide access for inspection of construction sites or other land disturbances which are under the functional control of the Secondary Permittee during land disturbing activities and/or construction period.

#### **5. Post-Construction Stormwater Management for New Development and Redevelopment**

From the initial date of permit coverage, each Secondary Permittee shall:

- a. Comply with all relevant ordinances, rules and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern post-construction stormwater pollution prevention measures.
- b. Coordinate with the local jurisdiction regarding projects owned or operated by other entities which discharge into the Secondary Permittee's MS4, to assist the local jurisdiction with achieving compliance with all relevant ordinances, rules and regulations of the local jurisdiction(s).

---

<sup>29</sup> New Secondary Permittees shall develop and implement a spill response plan as described in S6.D.3.e no later than four and one-half years from the initial date of permit coverage.



## 6. Pollution Prevention and Good Housekeeping for Municipal Operations

Each Secondary Permittee shall:

- a. Implement a municipal operation and maintenance (O&M) plan to minimize stormwater pollution from activities conducted by the Secondary Permittee. The O&M Plan shall include appropriate pollution prevention and good housekeeping procedures for all of the following operations, activities, and/or types of facilities that are present within the Secondary Permittee's boundaries and under the functional control of the Secondary Permittee.<sup>30</sup>

- i. *Stormwater collection and conveyance systems*, including catch basins, stormwater pipes, open channels, culverts, and stormwater treatment and flow control BMPs/facilities. The O&M Plan shall address, at a minimum: scheduled inspections and maintenance activities, including cleaning and proper disposal of waste removed from the system. Secondary Permittees shall properly maintain stormwater collection and conveyance systems owned or operated by the Secondary Permittee and annually inspect and maintain all stormwater facilities to ensure facility function.

Secondary Permittees shall establish maintenance standards that are as protective or more protective of facility function than those specified in *Stormwater Management Manual for Western Washington*. Secondary Permittees shall review their maintenance standards to ensure they are consistent with the requirements of this Section.

Secondary Permittees shall conduct spot checks of potentially damaged permanent stormwater treatment and flow control BMPs/facilities following major storm events (24-hour storm event with a 10-year or greater recurrence interval).

- ii. *Roads, highways, and parking lots*. The O&M Plan shall address, but is not limited to: deicing, anti-icing, and snow removal practices; snow disposal areas; material (e.g., salt, sand, or other chemical) storage areas; all-season BMPs to reduce road and parking lot debris and other pollutants from entering the MS4.
- iii. *Vehicle fleets*. The O&M Plan shall address, but is not limited to: storage, washing, and maintenance of Secondary Permittee vehicle fleets; and fueling facilities. Secondary Permittees shall conduct all vehicle and equipment washing and maintenance in a self-contained covered building or in designated wash and/or maintenance areas.
- iv. *External building maintenance*. The O&M Plan shall address, building exterior cleaning and maintenance including cleaning, washing, painting; and maintenance and management of dumpsters; and other maintenance activities.
- v. *Parks and open space*. The O&M Plan shall address, but is not limited to: proper application of fertilizer, pesticides, and herbicides; sediment and erosion control; BMPs for landscape maintenance and vegetation disposal; and trash and pet waste management.

---

<sup>30</sup> New Secondary Permittees shall develop and implement the operation and maintenance plan described in S6.D.6.a no later than three years from initial date of permit coverage.

- vi. *Material storage facilities and heavy equipment maintenance or storage yards.* Secondary Permittees shall develop and implement a Stormwater Pollution Prevention Plan to protect water quality at each of these facilities owned or operated by the Secondary Permittee and not covered under the *Industrial Stormwater General Permit* or under another NPDES permit that authorizes stormwater discharges associated with the activity.
- vii. *Other facilities* that would reasonably be expected to discharge contaminated runoff. The O&M Plan shall address proper stormwater pollution prevention practices for each facility.
- b. From the initial date of permit coverage, Secondary Permittees shall also have permit coverage for all facilities operated by the Secondary Permittee that are required to be covered under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes discharges associated with the activity.
- c. The O&M Plan shall include sufficient documentation and records as necessary to demonstrate compliance with the O&M Plan requirements in S6.D.6.a(i) through (vii), above.
- d. No later than three years from the initial date of permit coverage, Secondary Permittees shall implement a program designed to train all employees whose primary construction, operations, or maintenance job functions may impact stormwater quality. The training shall address:
  - i. The importance of protecting water quality.
  - ii. The requirements of this Permit.
  - iii. Operation and maintenance requirements.
  - iv. Inspection procedures.
  - v. Ways to perform their job activities to prevent or minimize impacts to water quality.
  - vi. Procedures for reporting water quality concerns, including potential illicit discharges (including spills).

## **S7. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS**

The following requirements apply if an applicable TMDL is approved for stormwater discharges from MS4s owned or operated by the Permittee. Applicable TMDLs are TMDLs which have been approved by EPA on or before the issuance date of this Permit or prior to the date that Ecology issues coverage under this Permit, whichever is later.

- A.** For applicable TMDLs listed in Appendix 2, affected Permittees shall comply with the specific requirements identified in Appendix 2. Each Permittee shall keep records of all actions required by this Permit that are relevant to applicable TMDLs within their jurisdiction. The status of the TMDL implementation shall be included as part of the annual report submitted to Ecology. Each annual report shall include a summary of relevant SWMP and Appendix 2 activities conducted in the TMDL area to address the applicable TMDL parameter(s).

- B.** For applicable TMDLs not listed in Appendix 2, compliance with this Permit shall constitute compliance with those TMDLs.
- C.** For TMDLs that are approved by EPA after this Permit is issued, Ecology may establish TMDL related permit requirements through future permit modification if Ecology determines implementation of actions, monitoring, or reporting necessary to demonstrate reasonable further progress toward achieving TMDL waste load allocations, and other targets, are not occurring and shall be implemented during the term of this Permit or when this Permit is reissued. Permittees are encouraged to participate in development of TMDLs within their jurisdiction and to begin implementation.

## **S8. MONITORING AND ASSESSMENT**

### **A. Regional Status and Trends Monitoring**

- 1.** All Permittees that chose S8.B Status and Trends Monitoring Option #1 in the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall make a one-time payment into the collective fund to implement regional small streams and marine nearshore areas status and trends monitoring in Puget Sound. This payment is due on or before December 1, 2019. Submit payment according to Section S8.D, below.
- 2.** All City and County Permittees covered under the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), except the Cities of Aberdeen and Centralia, shall notify Ecology in writing which of the following two options for regional status and trends monitoring (S8.A.2.a or S8.A.2.b) the Permittee chooses to carry out during this permit term. The written notification with G19 signature is due to Ecology no later than December 1, 2019.
  - a. Make annual payments into a collective fund to implement regional receiving water status and trends monitoring of either: small streams and marine nearshore areas in Puget Sound; or, urban streams in Clark and Cowlitz Counties in the Lower Columbia River basin, depending on the Permittee's location. The annual payments into the collective fund are due on or before August 15 each year beginning in 2020. Submit payments according to Section S8.D, below.

**Or**

- b. Conduct stormwater discharge monitoring per the requirements in S8.C.

Either option will fully satisfy the Permittee's obligations under this Section (S8.A.2). Each Permittee shall select a single option for this permit term.

### **B. Stormwater Management Program (SWMP) Effectiveness and Source Identification Studies**

- 1.** All Permittees that chose S8.C Effectiveness Studies Option #1 in the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall make a one-time payment into the collective fund to implement effectiveness studies and source identification studies. The payment is due on or before December 1, 2019. Submit payment according to Section S8.D, below.

2. All City and County Permittees covered under the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall notify Ecology in writing which of the following two options (S8.B.2.a or S8.B.2.b) for effectiveness and source identification studies the Permittee chooses to carry out during this permit term. The written notification with G19 signature is due to Ecology no later than December 1, 2019.

- a. Make annual payments into a collective fund to implement effectiveness and source identification studies. The annual payments into the collective fund are due on or before August 15 each year beginning in 2020. Submit payments according to Section S8.D, below.

**Or**

- b. Conduct stormwater discharge monitoring per the requirements in S8.C.

Either option will fully satisfy the Permittee's obligations under this Section (S8.B.2). Each Permittee shall select a single option for this permit term.

3. All Permittees shall provide information as requested for effectiveness and source identification studies that are under contract with Ecology as active Stormwater Action Monitoring (SAM) projects. These requests will be limited to records of SWMP activities and associated data tracked and/or maintained in accordance with S5 – *Stormwater Management Program for Cities, Towns, and Counties* and/or S9 – *Reporting Requirements*. A maximum of three requests during the permit term from the SAM Coordinator will be transmitted to the Permittee's permit coordinator via Ecology's regional permit manager. The Permittee shall have 90 days to provide the requested information.

**C. Stormwater discharge monitoring.**

1. This Section applies only to Permittees who choose to conduct stormwater discharge monitoring per S8.A.2.b and/or S8.B.2.b in lieu of participation in the regional status and trends monitoring and/or effectiveness and source identification studies. These Permittees shall conduct monitoring in accordance with Appendix 9 and an Ecology-approved Quality Assurance Project Plan (QAPP) as follows:
  - a. Permittees who choose the option to conduct stormwater discharge monitoring for either S8.A.2 or S8.B.2 shall monitor three independent discharge locations.  
  
Permittees who choose the option to conduct stormwater discharge monitoring for both S8.A.2 and S8.B.2 shall conduct this monitoring at a total of six locations; at least four locations shall be independent (one location may be nested in another basin).
  - b. No later than February 1, 2020, each Permittee shall submit to Ecology a draft stormwater discharge monitoring QAPP for review and approval. The QAPP shall be prepared in accordance with the requirements in Appendix 9. The final QAPP shall be submitted to Ecology for approval as soon as possible following finalization, and before August 15, 2020 or within 60 days of receiving Ecology's comments on the draft QAPP (whichever is later).
  - c. Flow monitoring shall begin no later than October 1, 2020 or within 30 days of receiving Ecology's approval of the final QAPP (whichever is later). Stormwater discharge monitoring shall be fully implemented no later than October 1, 2021.

- d. Data and analyses shall be reported annually in accordance with the Ecology-approved QAPP. Each Permittee shall enter into the Department's Environmental Information Management (EIM) database all water and solids concentration data collected pursuant to Appendix 9.

**D.** Payments into the collective funds.

- 1. Each Permittee's S8.A and S8.B payment amounts are listed in Appendix 11 and in the invoices that will be sent to the Permittee approximately three months in advance of each payment due date.
- 2. Mail payments according to the instructions in the invoice, or via United States Postal Service to:

Department of Ecology Cashiering Unit  
P.O. Box 47611  
Olympia, WA 98405-7611

## **S9. REPORTING REQUIREMENTS**

- A.** No later than March 31 of each year beginning in 2020, each Permittee shall submit an annual report. The reporting period for the annual report will be the previous calendar year unless otherwise specified.

Permittees shall submit annual reports electronically using Ecology's Water Quality Permitting Portal (WQWebPortal) available on Ecology's website.

Permittees unable to submit electronically through Ecology's WQWebPortal shall contact Ecology to request a waiver and obtain instructions on how to submit an annual report in an alternative format.

- B.** Each Permittee is required to keep all records related to this Permit and the SWMP for at least five years.
- C.** Each Permittee shall make all records related to this Permit and the Permittee's SWMP available to the public at reasonable times during business hours. The Permittee will provide a copy of the most recent annual report to any individual or entity, upon request.
  - 1. A reasonable charge may be assessed by the Permittee for making photocopies of records.
  - 2. The Permittee may require reasonable advance notice of intent to review records related to this Permit.

- D.** The annual report for cities, towns, and counties

Each annual report shall include the following:

- 1. A copy of the Permittee's current SWMP Plan, as required by S5.A.2.
- 2. Submittal of the annual report form as provided by Ecology pursuant to S9.A, describing the status of implementation of the requirements of this Permit during the reporting period.

3. Attachments to the annual report form including summaries, descriptions, reports, and other information as required, or as applicable, to meet the requirements of this Permit during the reporting period, or as a required submittal. Refer to Appendix 3 for annual report questions.<sup>31</sup>
4. If applicable, notice that the MS4 is relying on another governmental entity to satisfy any of the obligations under this Permit.
5. Certification and signature pursuant to G19.D, and notification of any changes to authorization pursuant to G19.C.
6. A notification of any annexations, incorporations or jurisdictional boundary changes resulting in an increase or decrease in the Permittee's geographic area of permit coverage during the reporting period.

**E. Annual report for Secondary Permittees**

Each annual report shall include the following:

1. Submittal of the annual report form as provided by Ecology pursuant to S9.A, describing the status of implementation of the requirements of this Permit during the reporting period.
2. Attachments to the annual report form including summaries, descriptions, reports, and other information as required, or as applicable, to meet the requirements of this Permit during the reporting period. Refer to Appendix 4 for annual report questions.
3. If applicable, notice that the MS4 is relying on another governmental entity to satisfy any of the obligations under this Permit.
4. Certification and signature pursuant to G19.D, and notification of any changes to authorization pursuant to G19.C.
5. A notification of any jurisdictional boundary changes resulting in an increase or decrease in the Secondary Permittee's geographic area of permit coverage during the reporting period.

---

<sup>31</sup> New Permittees refer to Appendix 5 for annual report questions.

## GENERAL CONDITIONS

### G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this Permit shall be consistent with the terms and conditions of this Permit.

### G2. PROPER OPERATION AND MAINTENANCE

The Permittee shall at all times properly operate and maintain all facilities and systems of collection, treatment, and control (and related appurtenances) which are installed or used by the Permittee for pollution control to achieve compliance with the terms and conditions of this Permit.

### G3. NOTIFICATION OF DISCHARGE, INCLUDING SPILLS

If a Permittee has knowledge of a discharge, including spills, into or from a MS4 which could constitute a threat to human health, welfare, or the environment, the Permittee shall:

- A. Take appropriate action to correct or minimize the threat to human health, welfare and/or the environment.
- B. Notify the Ecology regional office and other appropriate spill response authorities immediately but in no case later than within 24 hours of obtaining that knowledge.
- C. Immediately report spills or other discharges which might cause bacterial contamination of marine waters, such as discharges resulting from broken sewer lines and failing onsite septic systems, to the Ecology regional office and to the Department of Health, Shellfish Program.
- D. Immediately report spills or discharges of oils or hazardous substances to the Ecology regional office and to the Washington Emergency Management Division at 1-800-258-5990.

### G4. BYPASS PROHIBITED

The intentional bypass of stormwater from all or any portion of a stormwater treatment BMP whenever the design capacity of the treatment BMP is not exceeded, is prohibited unless the following conditions are met:

- A. Bypass is: (1) unavoidable to prevent loss of life, personal injury, or severe property damage; or (2) necessary to perform construction or maintenance-related activities essential to meet the requirements of the Clean Water Act (CWA); and
- B. There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated stormwater, or maintenance during normal dry periods.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.

## **G5. RIGHT OF ENTRY**

The Permittee shall allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law at reasonable times:

- A.** To enter upon the Permittee's premises where a discharge is located or where any records shall be kept under the terms and conditions of this Permit.
- B.** To have access to, and copy at reasonable cost and at reasonable times, any records that shall be kept under the terms of the Permit.
- C.** To inspect at reasonable times any monitoring equipment or method of monitoring required in the Permit.
- D.** To inspect at reasonable times any collection, treatment, pollution management, or discharge facilities.
- E.** To sample at reasonable times any discharge of pollutants.

## **G6. DUTY TO MITIGATE**

The Permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this Permit which has a reasonable likelihood of adversely affecting human health or the environment.

## **G7. PROPERTY RIGHTS**

This Permit does not convey any property rights of any sort, or any exclusive privilege.

## **G8. COMPLIANCE WITH OTHER LAWS AND STATUTES**

Nothing in the Permit shall be construed as excusing the Permittee from compliance with any other applicable federal, state, or local statutes, ordinances, or regulations.

## **G9. MONITORING**

### **A. Representative Sampling**

Samples and measurements taken to meet the requirements of this Permit shall be representative of the volume and nature of the monitored discharge, including representative sampling of any unusual discharge or discharge condition, including bypasses, upsets, and maintenance-related conditions affecting effluent quality.

### **B. Records Retention**

The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original recordings for continuous monitoring instrumentation, copies of all reports required by this Permit, and records of all data used to complete the application for this Permit, for a period of at least five years. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by the Ecology. On request, monitoring data and analysis shall be provided to Ecology.

### **C. Recording of Results**

For each measurement or sample taken, the Permittee shall record the following information: (1) the date, exact place and time of sampling; (2) the individual who



performed the sampling or measurement; (3) the dates the analyses were performed; (4) who performed the analyses; (5) the analytical techniques or methods used; and (6) the results of all analyses.

**D. Test Procedures**

All sampling and analytical methods used to meet the monitoring requirements in this Permit shall conform to the Guidelines Establishing Test Procedures for the Analysis of Pollutants contained in 40 CFR Part 136, unless otherwise specified in this Permit or approved in writing by Ecology.

**E. Flow Measurement**

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted industry standard for that type of device. Frequency of calibration shall be in conformance with manufacturer's recommendations or at a minimum frequency of at least one calibration per year. Calibration records should be maintained for a minimum of three years.

**F. Lab Accreditation**

All monitoring data, except for flow, temperature, conductivity, pH, total residual chlorine, and other exceptions approved by Ecology, shall be prepared by a laboratory registered or accredited under the provisions of, Accreditation of Environmental Laboratories, Chapter 173-50 WAC. Soils and hazardous waste data are exempted from this requirement pending accreditation of laboratories for analysis of these media by Ecology. Quick methods of field detection of pollutants including nutrients, surfactants, salinity, and other parameters are exempted from this requirement when the purpose of the sampling is identification and removal of a suspected illicit discharge.

**G. Additional Monitoring**

Ecology may establish specific monitoring requirements in addition to those contained in this Permit by administrative order or permit modification.

## **G10. REMOVED SUBSTANCES**

With the exception of decant from street waste vehicles, the Permittee shall not allow collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to be resuspended or reintroduced to the MS4 or to waters of the State. Decant from street waste vehicles resulting from cleaning stormwater facilities may be reintroduced only when other practical means are not available and only in accordance with the Street Waste Disposal Guidelines in Appendix 6. Solids generated from maintenance of the MS4 may be reclaimed, recycled, or reused when allowed by local codes and ordinances. Soils that are identified as contaminated pursuant to Chapter 173-350 WAC shall be disposed at a qualified solid waste disposal facility (see Appendix 6).

## **G11. SEVERABILITY**

The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit shall not be affected thereby.

## **G12. REVOCATION OF COVERAGE**

The director may terminate coverage under this General Permit in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC. Cases where coverage may be terminated include, but are not limited to the following:

- A. Violation of any term or condition of this general permit;
- B. Obtaining coverage under this general permit by misrepresentation or failure to disclose fully all relevant facts;
- C. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge;
- D. A determination that the permitted activity endangers human health or the environment, or contributes significantly to water quality standards violations;
- E. Failure or refusal of the Permittee to allow entry as required in Chapter 90.48.090 RCW;
- F. Nonpayment of permit fees assessed pursuant to Chapter 90.48.465 RCW;

Revocation of coverage under this general permit may be initiated by Ecology or requested by any interested person.

## **G13. TRANSFER OF COVERAGE**

The director may require any discharger authorized by this General Permit to apply for and obtain an individual permit in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC.

## **G14. GENERAL PERMIT MODIFICATION AND REVOCATION**

This General Permit may be modified, revoked and reissued, or terminated in accordance with the provisions of WAC 173-226-230. Grounds for modification, revocation and reissuance, or termination include, but are not limited to the following:

- A. A change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this General Permit;
- B. Effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this General Permit;
- C. A water quality management plan containing requirements applicable to the category of dischargers covered under this General Permit is approved; or
- D. Information is obtained which indicates that cumulative effects on the environment from dischargers covered under this General Permit are unacceptable.
- E. Changes in state law that reference this Permit.

## **G15. REPORTING A CAUSE FOR MODIFICATION OR REVOCATION**

A Permittee who knows or has reason to believe that any activity has occurred or will occur which would constitute cause for modification or revocation and reissuance under General Condition G12, G14, or 40 CFR 122.62 must report such plans, or such information, to Ecology so that a decision can be made on whether action to modify, or revoke and reissue this Permit will be

required. Ecology may then require submission of a new or amended application. Submission of such application does not relieve the Permittee of the duty to comply with this Permit until it is modified or reissued.

#### **G16. APPEALS**

- A.** The terms and conditions of this General Permit, as they apply to the appropriate class of dischargers, are subject to appeal within thirty days of issuance of this General Permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.
- B.** The terms and conditions of this General Permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within thirty days of the effective date of coverage of that discharger. Consideration of an appeal of General Permit coverage of an individual discharger is limited to the General Permit's applicability or nonapplicability to that individual discharger.
- C.** The appeal of General Permit coverage of an individual discharger does not affect any other dischargers covered under this General Permit. If the terms and conditions of this General Permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits.
- D.** Modifications of this Permit are appealable in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC.

#### **G17. PENALTIES**

40 CFR 122.41(a)(2) and (3), 40 CFR 122.41(j)(5), and 40 CFR 122.41(k)(2) are hereby incorporated into this Permit by reference.

#### **G18. DUTY TO REAPPLY**

The Permittee shall apply for permit renewal at least 180 days prior to the specified expiration date of this Permit.

#### **G19. Certification and Signature**

All formal submittals to Ecology shall be signed and certified.

- A.** All permit applications shall be signed by either a principal executive officer or ranking elected official.
- B.** All formal submittals required by this Permit shall be signed by a person described, above, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
  - 1. The authorization is made in writing by a person described, above, and submitted to Ecology, and
  - 2. The authorization specifies either an individual or a position having responsibility for the overall development and implementation of the stormwater management program. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)

- C. Changes to authorization. If an authorization under condition G19.B.2 is no longer accurate because a different individual or position has responsibility for the overall development and implementation of the stormwater management program, a new authorization satisfying the requirements of condition G19.B.2 must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Certification. Any person signing a formal submittal under this Permit shall make the following certification:

“I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that Qualified Personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for willful violations.”

### G20. Non-compliance notification

In the event a Permittee is unable to comply with any of the terms and conditions of this Permit, the Permittee must:

- A. Notify Ecology of the failure to comply with the permit terms and conditions in writing within 30 days of becoming aware that the non-compliance has occurred. The written notification must include all of the following:
  1. A description of the non-compliance, including dates.
  2. Beginning and end dates of the non-compliance, and if the compliance has not been corrected, the anticipated date of correction.
  3. Steps taken or planned to reduce, eliminate, or prevent reoccurrence of the non-compliance.
- B. Take appropriate action to stop or correct the condition of non-compliance.

### G21. UPSETS

Permittees must meet the conditions of 40 CFR 122.41(n) regarding “Upsets.” The conditions are as follows:

- A. **Definition.** “Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. **Effect of an upset.** An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (C) of this condition are met. Any determination made during administrative

review of claims that noncompliance was caused by upset, and before an action for noncompliance, will not constitute final administrative action subject to judicial review.

- C. *Conditions necessary for demonstration of upset.*** A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
1. An upset occurred and that the Permittee can identify the cause(s) of the upset;
  2. The permitted facility was at the time being properly operated; and
  3. The Permittee submitted notice of the upset as required in 40 CFR 122.41(l)(6)(ii)(B) (24-hour notice of noncompliance).
  4. The Permittee complied with any remedial measures required under 40 CFR 122.41(d) (Duty to Mitigate).
- D. *Burden of proof.*** In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

## DEFINITIONS AND ACRONYMS

This Section includes definitions for terms used in the body of the Permit and in all the appendices except Appendix 1. Terms defined in Appendix 1 are necessary to implement requirements related to Appendix 1.

**40 CFR** means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**AKART** means All Known, Available, and Reasonable methods of prevention, control and Treatment. See also State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

**All Known, Available and Reasonable Methods of Prevention, Control and Treatment (AKART)** refers to the State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

**Applicable TMDL** means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

**Beneficial Uses** means uses of waters of the State, which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the State.

**Best Management Practices** are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

**BMP** means Best Management Practice.

**Bypass** means the diversion of stormwater from any portion of a stormwater treatment facility.

**Circuit** means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

**Component or Program Component** means an element of the Stormwater Management Program listed in S5 - *Stormwater Management Program for Cities, Towns, and Counties*, or S6 – *Stormwater Management Program for Secondary Permittees*, or S7 – *Compliance with Total Maximum Daily Load Requirements*, or S8 – *Monitoring and Assessment*, of this Permit.

**Community-based social marketing** is a social marketing methodology. It employs a systematic approach intended to change the behavior of communities to reduce their impact on the environment. Realizing that providing information is usually not sufficient to initiate behavior change, community-based social marketing uses tools and findings from social psychology to discover the perceived barriers to behavior change and ways of overcoming these barriers.

**Conveyance System** means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

**Co-Permittee** means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this Permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1).

**CWA** means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 *et seq.*).

**Director** means the Director of the Washington State Department of Ecology, or an authorized representative.

**Discharge Point** means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

**Entity** means a governmental body, or a public or private organization.

**EPA** means the U.S. Environmental Protection Agency.

**Fully Stabilized** means the establishment of a permanent vegetative cover, or equivalent permanent stabilization measures (such as riprap, gabions or geotextiles) which prevents erosion.

**General Permit** means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

**Groundwater** means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to Chapter 173-200 WAC.

**Hazardous Substance** means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

**Heavy Equipment Maintenance or Storage Yard** means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

**Highway** means a main public road connecting towns and cities.

**Hydraulically Near** means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

**Hyperchlorinated** means water that contains more than 10 mg/Liter chlorine.

**Illicit Connection** means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

**Illicit Discharge** means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3).

**Impervious Surface** means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

**Land Disturbing Activity** means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

**LID** means Low Impact Development.

**LID BMP** means Low Impact Development Best Management Practices.

**LID Principles** means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

**Low Impact Development (LID)** means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

**Low Impact Development Best Management Practices (LID BMP)** means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

**Material Storage Facilities** means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

**Maximum Extent Practicable** refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

**MEP** means Maximum Extent Practicable.

**MS4** means Municipal Separate Storm Sewer System.

**Municipal Separate Storm Sewer System** means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):



- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

**National Pollutant Discharge Elimination System** means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

**Native Vegetation** means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

**New Development** means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in Chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

**New Permittee** means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to July 1, 2019.

**New Secondary Permittee** means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to July 1, 2019.

**NOI** means Notice of Intent.

**Notice of Intent (NOI)** means the application for, or a request for coverage under, a General Permit pursuant to WAC 173-226-200.

**Notice of Intent for Construction Activity** means the application form for coverage under the *Construction Stormwater General Permit*.

**Notice of Intent for Industrial Activity** means the application form for coverage under the *Industrial Stormwater General Permit*.

**NPDES** means National Pollutant Discharge Elimination System.

**Outfall** means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

**Overburdened Community** means minority, low-income, tribal, or indigenous populations or geographic locations in Washington State that potentially experience disproportionate environmental harms and risks. This disproportionality can be as a result of greater vulnerability to environmental hazards, lack of opportunity for public participation, or other factors. Increased vulnerability may be attributable to an accumulation of negative or lack of positive environmental, health, economic, or social conditions within these populations or places. The term describes situations where multiple factors, including both environmental and socio-economic stressors, may act cumulatively to affect health and the environment and contribute to persistent environmental health disparities.

**Permittee** unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

**Physically Interconnected** means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

**Project site** means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

**QAPP** means Quality Assurance Project Plan.

**Qualified Personnel** means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

**Quality Assurance Project Plan** means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

**RCW** means the Revised Code of Washington State.

**Receiving Waterbody or Receiving Waters** means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or groundwater, to which a MS4 discharges.

**Redevelopment** means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

**Regulated Small Municipal Separate Storm Sewer System** means a Municipal Separate Storm Sewer System which is automatically designated for inclusion in the Phase II stormwater permitting program by

its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

**Runoff** is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “**Stormwater**.”

**SAM** means Stormwater Action Monitoring

**Secondary Permittee** is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

**Sediment/Erosion-Sensitive Feature** means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

**Shared Water Bodies** means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

**Significant Contributor** means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

**Small Municipal Separate Storm Sewer System** means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

**Source Control BMP** means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The SWMMWW separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

**Stormwater** means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

**Stormwater Action Monitoring (SAM)** is the regional stormwater monitoring program for Western Washington. This means, for all of Western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and source identification projects. The priorities and scope for SAM are set by a formal stakeholder group that selects the studies and oversees the program’s administration.

**Stormwater Associated with Industrial and Construction Activity** means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

**Stormwater facility retrofits** means both: projects that retrofit existing treatment and/or flow control facilities; and new flow control or treatment facilities or BMPs that will address impacts from existing development.

**Stormwater Management Program (SWMP)** means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns, and counties) or S6 (for Secondary Permittees) of this Permit and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with TMDL Requirements*, and S8– *Monitoring and Assessment*.

**Stormwater Treatment and Flow Control BMPs/Facilities** means detention facilities, permanent treatment BMPs/facilities; and bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

**Surface Waters** includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the State of Washington.

**SWMMWW or Stormwater Management Manual for Western Washington** means *Stormwater Management Manual for Western Washington (2019)*.

**SWMP** means Stormwater Management Program.

**TMDL** means Total Maximum Daily Load.

**Total Maximum Daily Load (TMDL)** means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs.

**Tributary Conveyance** means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

**UGA** means Urban Growth Area.

**Urban Growth Area (UGA)** means those areas designated by a county pursuant to RCW 36.70A.110.

**Urbanized Area** is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

**Vehicle Maintenance or Storage Facility** means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

**Water Quality Standards** means Surface Water Quality Standards, Chapter 173-201A WAC, Groundwater Quality Standards, Chapter 173-200 WAC, and Sediment Management Standards, Chapter 173-204 WAC.

**Waters of the State** includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in

Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

**Waters of the United States** refers to the definition in 40 CFR 122.2.

# Illicit Discharge SMC update

**December 7, 2021**

# Today's Presentation

- **Stormwater Terminology**
  - **What is an illicit discharge?**
  - **What is in the SMC now?**
  - **What does the permit require?**
  - **How does this help us?**

# Western Washington Phase II Permit

Issuance Date:	July 1, 2019
Effective Date:	August 1, 2019
Expiration Date:	July 31, 2024

## Western Washington Phase II Municipal Stormwater Permit

National Pollutant Discharge Elimination System and  
State Waste Discharge General Permit for discharges from  
Small Municipal Separate Storm Sewers  
In Western Washington



# Western Washington Phase II Permit

- Why do we have it?
- Population > 10,000
- What does it mean?
- We do more stormwater related tasks and reporting
- Staffing needs



# STORMWATER MANAGEMENT PROGRAM



*City of Shelton*  
2020



- Stormwater Planning
- Public Education and Outreach
- Public Involvement and Participation
- MS4 Mapping and Documentation
- Illicit Discharge Detection and Elimination
- Controlling Run-Off from New Development, Redevelopment and Construction Sites
- Operations and Maintenance
- Source Control Program for Existing Development
- Compliance with Total Maximum Daily Load Requirements listed in Appendix 2.

**TABLE 2**  
**Estimated NPDES Phase II Permit-Related Hours**

<b>Personnel</b>	<b>2020</b>		<b>2021</b>		<b>2022</b>		<b>2023</b>		<b>2024</b>	
	<b>Total FTE <sup>(1)</sup></b>	<b>Total Time (hrs)</b>	<b>Total FTE <sup>(1)</sup></b>	<b>Total Time (hrs)</b>	<b>Total FTE <sup>(1)</sup></b>	<b>Total Time (hrs)</b>	<b>Total FTE <sup>(1)</sup></b>	<b>Total Time (hrs)</b>	<b>Total FTE <sup>(1)</sup></b>	<b>Total Time (hrs)</b>
Total Administrative Only	0.1	114	0.2	257	0.1	119	0.1	113	0.1	105
Total Maintenance Only	1.0	1,359	1.0	1,401	1.0	1,439	1.0	1,383	1.0	1,439
Total Potential Consultant Hours	0.3	360	0.2	315	0.3	412	0.2	291	0.2	260
<b>Total Staffing</b>	<b>1.3</b>	<b>1,833</b>	<b>1.4</b>	<b>1,973</b>	<b>1.4</b>	<b>1,970</b>	<b>1.3</b>	<b>1,787</b>	<b>1.3</b>	<b>1,804</b>

(1) One FTE based upon 1,428 available working hours per year, taking into consideration vacation, holidays, etc.

SC/hh



# FH Flushing



# Questions?

**Council Presentation 12/7/21**





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F5)

Touch Date: 11/09/2021  
Brief Date: 12/07/2021  
Action Date: 01/04/2022

Department: Public Works  
Presented By: Ken Gill, City Engineer

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

- ☒ Dept. Head
- ☐ Finance Director
- ☐ Attorney
- ☒ City Clerk
- ☐ City Manager

#### REVIEWED:

JOH

#### PROGRAM/PROJECT TITLE:

Resolution No. 1219-1121 Approving  
Mason Conservation District (MCD)  
Proposal for NPDES Public Education  
and Outreach Activities

#### ATTACHMENTS:

- Resolution No. 1219-1121
- MCD Stormwater Education and  
Outreach Scope & Fee
- Western Washington Phase II  
Municipal Stormwater Permit
- Interlocal Agreement with MCD
- PPT presented @ 11/9/21 Study  
Session

#### Action Requested:

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☐ Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In February of 2016, the City Commission approved an Interlocal Agreement (ILA) with Mason Conservation District (MCD) to provide environmental and engineering services to the City, as authorized by RCW 89.08.220. Per the ILA, specific projects and services shall be documented by a supplemental memorandum signed by both parties.

Shelton became a "New Permittee" in October 2019, as defined in the Western Washington Phase II Municipal Stormwater Permit. A New Permittee means a city, town, or county that is subject to the Permit after July 1, 2019.

One element of the Permit requirements is an education and outreach program designed to:

- Build general awareness about methods to address and reduce impacts from stormwater runoff.
- Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

The attached permit describes the minimum performance measures (starts at the middle of page 14 of 56).

Utilizing the current ILA, Mason Conservation District has prepared the attached scope and fee to meet this Permit requirement for Shelton. The education and outreach efforts were also presented during the November 9<sup>th</sup> study session by Barbara Adkins, Special Projects Manager and Evan Bauder, District Manager.

Resolution No. 1219-1121 approves Mason Conservation District's proposal to complete NPDES education and outreach efforts and authorizes the City Manager to execute the supplemental memorandum.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Not approve the scope and be out of compliance with our Permit.

BUDGET/FISCAL INFORMATION:

The proposed \$48K scope will be reimbursed by the upcoming 2021-2023 Department of Ecology Stormwater Capacity Grant.

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

Staff requests a reading of Resolution No. 1219-1121 and: *"I move to adopt Resolution No. 1219-1121 as presented."*



**RESOLUTION NO. 1219-1121**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, APPROVING A SCOPE AND FEE WITH MASON CONSERVATION DISTRICT FOR NPDES PUBLIC EDUCATION AND OUTREACH EFFORTS AND AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF ACKNOWLEDGMENT**

**WHEREAS**, on February 25, 2016, the City Commission entered into an intergovernmental agreement with the Mason Conservation District to provide environmental and engineering services to the City; and

**WHEREAS**, specific projects and services shall be documented by a supplemental memorandum signed by both parties; and

**WHEREAS**, the Mason Conservation District is authorized to “conduct educational and demonstrative projects related to renewable natural resources conservation and to carry out preventative and control projects, including engineering operations, for renewable natural resources conservation”; and

**WHEREAS**, in October 2019, the City of Shelton became a “New Permittee” as defined in the Western Washington Phase II Municipal Stormwater Permit; and

**WHEREAS**, a requirement of the Western Washington Phase II Municipal Stormwater Permit is preparation and implementation of a Public Education and Outreach Program; and

**WHEREAS**, the Mason Conservation District has prepared a scope and fee to meet the requirements of Public Education and Outreach; and

**WHEREAS**, the City and Mason Conservation District wish to include the NPDES Public Education and Outreach efforts as a project, as allowed per the ILA; and

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton that Mason Conservation District’s proposal for NPDES Education and Outreach efforts is approved and the City Manager is authorized to sign a supplemental memorandum in accordance with the Interlocal Agreement.

Passed by the City Council at its regular meeting held on the 4<sup>th</sup> day of January 2022.

---

Mayor

ATTEST:

---

City Clerk Nault

## SUPPLEMENTAL MEMORANDUM

This **Supplemental Memorandum** is incorporated by reference into the Intergovernmental Agreement between the City of Shelton and the Mason Conservation District, dated February 25, 2016, for services as described in the following Scope of Work and performed in accordance with said Agreement.

### Scope of Work – Public Education and Outreach

#### CITY OF SHELTON STORMWATER PHASE II MUNICIPAL STORMWATER PERMIT

Mason Conservation District (“District”) would propose the following Scope of Work in providing assistance to the City of Shelton with public education and outreach efforts to implement its Western Washington Phase II Municipal Stormwater Permit. Each Task described below aligns with the City’s required responsibilities under Subsection S5.C.2 of the Permit, followed by a description of activities intended to achieve compliance. Budget & Schedule for this Scope of Work provided in Attachment “A”.

<b><i>S5.C.2.a.i</i></b>	<b><i>Implement An Education And Outreach Program Building General Awareness Based On Local Water Quality Information And A Selected Target Audience.</i></b>
--------------------------	---

The District will target the general public including Shelton School District’s 5<sup>th</sup> and 6<sup>th</sup> Grade classes as the City’s initial audience. Subject areas would be suitable for all audiences, and could include: promotion of pet waste management, the role of trees in stormwater management (urban forestry), choosing fish-friendly car washing options, benefits of natural yard care (xeriscape, rain gardens, etc.) and the what-where-when-how-and-why of safer household cleaners.

The District will also provide information and educational materials for the City to upload to their Stormwater webpage, and coordinate joint events as appropriate. Several District activities align with the mission of Puget Sound Starts Here.org (PSSH) surrounding Green Stormwater Infrastructure (GSI) projects and Department of Ecology’s Stormwater Strategic Initiative. The District will provide the City with information and educational stormwater materials, as available, for the City to utilize on their website, including:

- Information on the role of trees in stormwater mitigation, and any opportunities for residents to obtain free or discounted trees
- Information on how rain gardens can effectively manage stormwater, including videos and instructions for residents to construct their own gardens
- Native plants available at the District’s annual Native Plant Sale that can help establish more natural yards that are lower maintenance and drought resistant (require less water)
- Provide links to stormwater focused groups, organizations, and events, such as Puget Sound Starts Here, as the District becomes aware of them

The District may also be able to assist the City with visual aids illustrating the City's stormwater system in a way that shows its connection to streams, fish and people.

## *S5.C.2.a.ii(a) Select [at a minimum] One Target Audience and One Best Management Practice (BMP) to Focus on for Behavior Change*

The District works with hundreds of students in the 5<sup>th</sup> and 6<sup>th</sup> grade classes within the Shelton School District providing environmental education lectures, videos and field trips. The type and timing of educational opportunities within the schools is dependent on the School District's curriculum requirements, age of students, classroom time and availability, virtual access to students, and off campus events. Topics covered with students will be narrower than the general public, and will include introducing stormwater connections within the District's forestry and shellfish educational programs. As for the general public, there are more opportunities to implement BMPs as suggested in the Permit, and a greater opportunity to measure change. The following lists BMP as suggested in the [permit](#) together a corresponding BMP taken from Ecology's 2019 [Stormwater Manual](#). Also listed are possible metrics for measuring any resulting behavioral changes based on implementing the BMPs. These metrics are not an exhaustive list, nor do they all need to be included.

BMP	METRICS
<a href="#">Tree Retention and Tree Planting</a>	➤ # of trees distributed baseline
<a href="#">LID Principles and LID BMPs</a>	➤ # of tree Planting events
The District has held two annual tree giveaway events, and the City could sponsor additional events for one or two more years. The number of trees previously distributed to Shelton residents under District's current stormwater grant may be used to demonstrate the City's behavioral change metrics. Establishing a baseline of trees distributed during the prior two events would be measured against future events after several months of intensive outreach on the role of trees in stormwater mitigation utilizing media outlets. The District would hold another tree voucher event, sponsored by the City, to promote trees in stormwater mitigation. City would purchase trees (up to \$3,000) for annual tree voucher events. This effort could yield behavior change data as early as May 2022, and each May thereafter as events are held based on available funds.	➤ # of trees distributed in future events
	➤ # of applicants for trees
	➤ # of student surveys, post school outreach event

## Landscaping and Lawn/Vegetation Management

### LID Principles and LID BMPs

The District will begin by conducting a survey of plant sale participants to determine the baseline for participation among city residents. This would occur during the February 2022 plant sale.

The annual native plant sales in 2023 & 2024 would be complemented by a Natural Yard Care program to promote native plants by bundling “starter kits” of drought tolerant, low water use, and pest resistant plants for purchase. Focused outreach and education would occur on this topic in summer and fall of 2022 and 2023. Surveys would be conducted during the February 2023 and 2024 plants sale to determine if participation in the native plant sale among city residents has increased to demonstrate behavior change.

- # of native vegetation starter kits distributed
- Annual native plant sale participation among city residents (baseline and post outreach efforts.)
- Creation of promotional materials designed and distributed

### *S5.C.2.a.ii(b) Conduct an Evaluation of the Effectiveness of the Behavior Change Campaign in their Permit Efforts*

District will work with City to evaluate stormwater management practices implemented by measuring and documenting changes in behavior utilizing the prescribed metrics to determine what was effective, what was not, and why; and suggested adaptive management for the City moving forward.

### *S5.C.2.a.ii(c) Follow Social Marketing Practices and Methods, Similar To Community Based Social Marketing to Develop a Behavior Change Program That Is Tailored To Shelton*

Community-based social marketing (CBSM)<sup>1</sup> is based on behavioral change at the community level through initiatives that remove barriers to a certain activity, while simultaneously enhancing the activity’s benefits. CBSM involves five steps:

<sup>1</sup> McKenzie-More, D. (2011) *Fostering sustainable behavior: An introduction to community-based social marketing*. New Society Publishers.

# MASON CONSERVATION DISTRICT

Better Backyards

Better Farming

Better Water

Better Forests

STEPS	EXAMPLE
1. Selecting which behavior to target	Natural yard care
2. Identifying the barriers and benefits to the selected behavior	Barrier: unfamiliar with types of vegetation; access to proper vegetation
	Benefit: more climate and pest resistant plants, less need of watering and fertilizers
3. Developing a strategy that reduces barriers to the behavior to be promoted, while simultaneously increasing the behavior's perceived benefits	Barrier: availability of plants locally; knowing which to buy
	Benefits: promotional campaign on benefits of natural yard care reducing water usage, stormwater erosion, and fertilizers into streams
4. Piloting the strategy	Determine types of plants best suited for urban areas and soil composition; offer Shelton friendly natural yard care plants at District's annual native plant sale in addition to other native plants already sold; create starter kits to bundle climate and pest resistant plants to start a trend; continue sales annually; consider highlighting successful lawns in social media
5. Broad scale implementation and ongoing evaluation once the strategy has been broadly implemented.	Develop system for monitoring the number of plants and kits sold to City residents, and number of homeowners will success stories; adaptively manage if little or no interest is generated to revise marketing techniques and/or plants being offered.

The District can work with the City to work through each of the steps for the behavior or behaviors the City is targeting for change. The targeted audiences and BMPs discussed earlier in this scope outline the City's strategy and approach for change that effectively meet the social marketing methods of CBSM.

**S5.2.A.iii** *Provide And Advertise Stewardship Opportunities and/or Partner With Existing Organizations To Encourage Residents To Participate In Activities Or Events Planned and Organized Within The Community.*

The City and the District will coordinate regular and routine exchange of information to include upcoming events and educational opportunities, and determine media outlets most likely to reach target audiences.

- Facebook, Twitter, Instagram
- Reader Boards at city entrance points
- Electronic Mailers – brochures, email blasts, newsletters
- Provide information and links for stewardship opportunities such as:

450 W. Business Park Road • Shelton, WA 98584 • [www.masoncd.org](http://www.masoncd.org) • P: (360) 427-9436 • F: (360) 427-4396

*Promoting the sustainable use, conservation and restoration of natural resources in our community*

# MASON CONSERVATION DISTRICT

Better Backyards

Better Farming

Better Water

Better Forests

- Forest Festival Field Day (September 2022, 2023)
- Orca recovery Day (October 2022, 2023)
- Pier Peer (October 2022, 2023)
- Earth Day Events (April 2022, 2023, 2024)

---

## ***Public Involvement and Participation***

The City's permit has a required Public Involvement and Participation element under Section S5.3. The performance measures under this requirement are the creation of public meetings wherein citizens can participate in the City's decision making process. The District cannot organize such meetings, however it can utilize established outreach methods that have shown to be effective throughout the education and outreach strategies to promote them. Social media and electronic mailers containing stormwater information as well as any opportunities to participate in the City's decision making process can be provided directly to those who have expressed an interest or may be impacted by proposed changes and updates.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeff Niten, City Manager  
City of Shelton

\_\_\_\_\_  
Evan Bauder, District Manager  
Mason Conservation District

## ATTACHMENT "A"

### Budget & Schedule

<i>Task</i>	<i>Dates</i>	<i>Costs</i>
<i>Implement an Education and Outreach Program Building General Awareness Based On Local Water Quality Information And A Selected Target Audience.</i>	<i>Dec 2021 – Jan 2022</i> <i>Dec 2022 – Jan 2023</i> <i>Dec 2023 – Jan 2024</i>	<i>\$7,788.99</i>
<i>Select [at a minimum] One Target Audience and One Best Management Practice (BMP) to Focus on for Behavior Change (including Native Tree Voucher events up to \$3,000)</i>	<div> <div> <i>Dec 2021 – May 2022</i>  <i>Dec 2022 – May 2023</i>  <i>Dec 2023 – May 2024</i> </div> <div> <i>Tree Events</i> </div> </div> <div> <div> <i>Feb 2022 – Feb 2023</i>  <i>Feb 2023 – Feb 2024</i> </div> <div> <i>Natural Yard Campaign</i> </div> </div>	<i>\$15,403.99</i>
<i>Conduct an Evaluation of the effectiveness of the Behavior Change Campaign in their Permit Efforts</i>	<i>Jun 2022, 2023, 2024</i> <i>(evaluate tree events)</i>  <i>Mar 2023, 2024</i> <i>(evaluate Natural Yard campaign)</i>	<i>\$2,859.45</i>
<i>Follow Social Marketing Practices and Methods, Similar To Community Based Social Marketing to Develop a Behavior Change Program That Is Tailored To Shelton</i>	<i>Dec 2021 – Jan 2022</i> <i>Dec 2022 – Jan 2023</i> <i>Dec 2023 – Jan 2024</i>	<i>\$10,442.08</i>
<i>Provide and Advertise Stewardship Opportunities and/or Partner With Existing Organizations to Encourage Residents To Participate In Activities or Events Planned and Organized Within The Community.</i>	<i>Dec 2021 – July 2024 (continuous)</i>	<i>\$2,112.66</i>
<i>Public Involvement and Participation</i>	<i>Dec 2021 – July 2024 (continuous)</i>	<i>\$3,521.10</i>
<i>Project Management</i>	<i>Dec 2021 – July 2024 (continuous)</i>	<i>\$5,980.92</i>
<b>CONTRACT TOTAL</b>		<b>\$48,109.19</b>

Issuance Date: July 1, 2019  
Effective Date: August 1, 2019  
Expiration Date: July 31, 2024

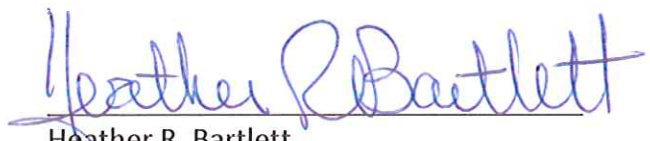
# Western Washington Phase II Municipal Stormwater Permit

National Pollutant Discharge Elimination System and  
State Waste Discharge General Permit for discharges from  
Small Municipal Separate Storm Sewers  
In Western Washington

State of Washington  
Department of Ecology  
Olympia, WA 98504-7600

In compliance with the provisions of  
The State of Washington Water Pollution Control Law  
Chapter 90.48 Revised Code of Washington  
and  
The Federal Water Pollution Control Act  
(The Clean Water Act)  
Title 33 United States Code, Section 1251 *et seq.*

Until this Permit expires, is modified, or revoked, Permittees that have properly obtained coverage under this Permit are authorized to discharge to waters of the State in accordance with the special and general conditions which follow.



Heather R. Bartlett  
Water Quality Program Manager  
Department of Ecology



*This page intentionally left blank*

## TABLE OF CONTENTS

S1.	PERMIT COVERAGE AREA AND PERMITTEES.....	1
S2.	AUTHORIZED DISCHARGES.....	5
S3.	RESPONSIBILITIES OF PERMITTEES .....	6
S4.	COMPLIANCE WITH STANDARDS .....	7
S5.	STORMWATER MANAGEMENT PROGRAM FOR CITIES, TOWNS, AND COUNTIES .....	9
	S5.C.1 Stormwater Planning .....	11
	S5.C.2 Public Education and Outreach .....	14
	S5.C.3 Public Involvement and Participation.....	16
	S5.C.4 MS4 Mapping and Documentation .....	17
	S5.C.5 Illicit Discharge Detection and Elimination.....	18
	S5.C.6 Controlling Runoff from New Development, Redevelopment and Construction Sites .....	22
	S5.C.7 Operations and Maintenance.....	24
	S5.C.8 Source Control Program for Existing Development.....	28
S6.	STORMWATER MANAGEMENT PROGRAM FOR SECONDARY PERMITTEES .....	31
S7.	COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS .....	37
S8.	MONITORING AND ASSESSMENT .....	38
S9.	REPORTING REQUIREMENTS .....	40
	GENERAL CONDITIONS .....	42
	DEFINITIONS AND ACRONYMS.....	49

## **APPENDICES**

**APPENDIX 1.** Minimum Technical Requirements for New Development and Redevelopment

**APPENDIX 2.** Total Maximum Daily Load Requirements

**APPENDIX 3.** Annual Report Questions for Cities, Towns and Counties

**APPENDIX 4.** Annual Report Questions for Secondary Permittees

**APPENDIX 5.** Annual Report Questions for New Permittees

**APPENDIX 6.** Street Waste Disposal

**APPENDIX 7.** Determining Construction Site Damage Transport Potential

**APPENDIX 8.** Businesses and activities that are potential sources of pollutants

**APPENDIX 9.** Stormwater Discharge Monitoring

**APPENDIX 10.** Equivalent programs for runoff controls for new and redevelopment and construction sites

**APPENDIX 11.** Annual contribution amounts for regional monitoring

**APPENDIX 12.** IDDE Reporting data and format

## SPECIAL CONDITIONS

### S1. PERMIT COVERAGE AREA AND PERMITTEES

#### A. Geographic Area of Permit Coverage

This Permit is applicable to owners or operators of regulated small Municipal Separate Storm Sewer Systems (MS4s) located west of the eastern boundaries of the following counties: Whatcom, Skagit, Snohomish, King, Pierce, Lewis, and Skamania.

1. For all cities required to obtain coverage under this Permit, the geographic area of coverage is the entire incorporated area of the city.
2. For all counties required to have coverage under this Permit, the geographic area of coverage is the urbanized areas and urban growth areas associated with permitted cities under the jurisdictional control of the county. The geographic area of coverage also includes any urban growth area contiguous to permitted urbanized areas under the jurisdictional control of the county.
3. For Whatcom County, the geographic area of coverage also includes the unincorporated Birch Bay urban growth area.
4. For Secondary Permittees required to obtain coverage under this Permit, the minimum geographic area of coverage is all areas identified under S1.A.1 and S1.A.2. At the time of permit coverage, the Washington State Department of Ecology (Ecology) may establish a geographic area of coverage specific to an individual Secondary Permittee.
5. All regulated small MS4s owned or operated by the Permittees named in S1.D.2.a(i), and (ii), and S1.D.2.b and located in another city or county area requiring coverage under this Permit, or the *Phase I Municipal Stormwater Permit* or the *Eastern Washington Phase II Municipal Stormwater Permit*, are also covered under this Permit.

#### B. Regulated Small Municipal Separate Storm Sewer Systems (MS4s)

All operators of regulated small MS4s are required to apply for and obtain coverage under this Permit or be permitted under a separate individual permit, unless waived or exempted in accordance with condition S1.C.

1. A regulated small MS4:
  - a. Is a "Small MS4" as defined in the *Definitions and Acronyms* section at the end of this Permit; and
  - b. Is located within, or partially located within, an urbanized area as defined by the latest decennial census conducted by the U.S. Census Bureau, or designated by Ecology pursuant to 40 CFR 123.35(b) or 40 CFR 122.26(f); and
  - c. Discharges stormwater from the MS4 to a surface water of Washington State; and
  - d. Is not eligible for a waiver or exemption under S1.C, below.

2. All other operators of MS4s, including special purpose districts, which meet the criteria for a regulated small MS4 shall obtain coverage under this Permit. Other operators of small MS4s may include, but are not limited to: flood control, or diking and drainage districts; schools, including universities; and correctional facilities that own or operate a small MS4 serving non-agricultural land uses.
  3. Any other operators of small MS4s may be required by Ecology to obtain coverage under this Permit or an alternative NPDES permit if Ecology determines the small MS4 is a significant source of pollution to surface waters of the State. Notification of Ecology's determination that permit coverage is required will be through the issuance of an Administrative Order issued in accordance with RCW 90.48.
  4. The owner or operator of a regulated small MS4 may obtain coverage under this Permit as a Permittee, Co-Permittee, or Secondary Permittee as defined in S1.D.1, below.
  5. Pursuant to 40 CFR 122.26(f), any person or organization may petition Ecology to require that additional small MS4s obtain coverage under this Permit. The process for petitioning Ecology is:
    - a. The person or organization shall submit a complete petition in writing to Ecology. A complete petition shall address each of the relevant factors for petitions outlined on Ecology's website.
    - b. In making its determination on the petition, Ecology may request additional information from either the petitioner or the entity that is the subject of the petition.
    - c. Ecology will make a final determination on a complete petition within 180 days of receipt of the petition and inform both the petitioner and the MS4 of the decision, in writing.
    - d. If Ecology's final determination is that the candidate MS4 will be regulated, Ecology will issue an order to the operator of the MS4 requiring them to obtain coverage under this Permit. The order will specify:
      - i. The geographic area of permit coverage for the MS4.
      - ii. Any modified dates or deadlines for developing and implementing this Permit, as appropriate to the MS4, and for submitting their first annual report.
      - iii. A deadline for the operator of the MS4 to submit a complete Notice of Intent (NOI, provided on Ecology's website) to Ecology.
- C. Owners and operators of an otherwise regulated small MS4 are **not** required to obtain coverage under this Permit if:
1. The small MS4 is operated by:
    - a. A federal entity, including any department, agency, or instrumentality of the executive, legislative, and judicial branches of the Federal government of the United States.
    - b. Federally recognized Indian Tribes located within Indian Country, including all trust or restricted lands within the 1873 Survey Area of the Puyallup Tribe of Indians.
    - c. The Washington State Department of Transportation.

**Or**

2. The portions of the small MS4 located within the census defined urbanized area(s) serve a total population of less than 1000 people and a, b, and c, below **all** apply:
  - a. The small MS4 is not contributing substantially to the pollutant loadings of a physically interconnected MS4 that is regulated by the NPDES stormwater program.
  - b. The discharge of pollutants from the small MS4 has not been identified as a cause of impairment of any water body to which the MS4 discharges.
  - c. In areas where an EPA approved TMDL has been completed, stormwater controls on the MS4 have not been identified as necessary to meet wasteload allocations established in the TMDL that address the pollutant(s) of concern.

In determining the total population served, both resident and commuter populations shall be included. For example:

- For publicly operated school complexes including universities and colleges, the total population served would include the sum of the average annual student enrollment plus staff.
- For flood control, diking, and drainage districts, the total population served would include residential population and any non-residents regularly employed in the areas served by the small MS4.

**D. Obtaining coverage under this Permit.**

All operators of regulated small MS4s are required to apply for and obtain coverage in accordance with this Section, unless waived or exempted, in accordance with Section S1.C.

1. Unless otherwise noted, the term “Permittee” shall include a city, town, or county Permittee, New Permittee, Co-Permittee, Secondary Permittee, and New Secondary Permittee as defined below:
  - a. “Permittee” is a city, town, or county owning or operating a regulated small MS4 applying and receiving a permit as a single entity.
  - b. “New Permittee” is a city, town, or county that is subject to the *Western Washington Phase II Municipal Stormwater General Permit* and was not subject to the Permit prior to August 1, 2019.
  - c. “Co-Permittee” is any owner or operator of a regulated small MS4 that is applying in a cooperative agreement with at least one other applicant for coverage under this Permit. Co-Permittees own or operate a regulated small MS4 located within or in proximity to another regulated small MS4.
  - d. A “Secondary Permittee” is an operator of a regulated small MS4 that is not a city, town, or county. Secondary Permittees include special purpose districts and other MS4s that meet the criteria for a regulated small MS4 in S1.B, above.
  - e. “New Secondary Permittee” is a Secondary Permittee that is covered under a Municipal Stormwater General Permit and was not covered by the Permit prior to August 1, 2019.

2. Operators of regulated small MS4s have submitted, or shall submit, to Ecology either a Notice of Intent (NOI) for Coverage under National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit or a Duty to Reapply - NOI provided on Ecology's website.
  - a. The following Permittees and Secondary Permittees submitted a *Duty to Reapply - NOI* to Ecology prior to February 1, 2018:
    - i. **Cities and towns:** Aberdeen, Algona, Anacortes, Arlington, Auburn, Bainbridge Island, Battle Ground, Bellevue, Bellingham, Black Diamond, Bonney Lake, Bothell, Bremerton, Brier, Buckley, Burien, Burlington, Camas, Centralia, Clyde Hill, Covington, Des Moines, DuPont, Duvall, Edgewood, Edmonds, Enumclaw, Everett, Federal Way, Ferndale, Fife, Fircrest, Gig Harbor, Granite Falls, Issaquah, Kelso, Kenmore, Kent, Kirkland, Lacey, Lake Forest Park, Lake Stevens, Lakewood, Longview, Lynden, Lynnwood, Maple Valley, Marysville, Medina, Mercer Island, Mill Creek, Milton, Monroe, Mountlake Terrace, Mount Vernon, Mukilteo, Newcastle, Normandy Park, Oak Harbor, Olympia, Orting, Pacific, Port Orchard, Port Angeles, Poulsbo, Puyallup, Redmond, Renton, Sammamish, SeaTac, Sedro-Woolley, Shoreline, Snohomish, Snoqualmie, Steilacoom, Sumner, Tukwila, Tumwater, University Place, Vancouver, Washougal, and Woodinville.
    - ii. **Counties:** Cowlitz, Kitsap, Thurston, Skagit, and Whatcom.
    - iii. **Secondary Permittees:** Bainbridge Island School District #303, Bellingham School District, Bellingham Technical College, Cascadia College, Central Kitsap School District, Centralia College, Clark College, Consolidated Diking Improvement District #1 of Cowlitz County, Edmonds Community College, Evergreen College, Highline Community College, Kelso School District, Kent School District, Longview School District, Lower Columbia College, Port of Anacortes, Port of Bellingham, Port of Olympia, Port of Skagit County, Port of Vancouver, Skagit County Drainage District #19, Skagit Valley College, University of Washington Bothell, Washington State University Vancouver, Washington State Department of Enterprise Services (Capitol Campus), Washington Department of Corrections, Western Washington University, and Whatcom Community College.
  - b. Operators of regulated small MS4s have submitted or shall submit to Ecology a "Notice of Intent (NOI) for Coverage under National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit" provided on Ecology's website before the effective date of this Permit, with the following exceptions:
    - i. Operators of regulated small MS4s located in the City of Shelton, and the Clallam County urban growth area surrounding Port Angeles shall submit a NOI or application to Ecology no later than 30 days after the effective date of this Permit.
    - ii. Operators of regulated small MS4s listed in S1.D.2.a do not need to submit a new application to be covered under this Permit.
  - c. For operators of regulated small MS4s listed in S1.D.2.a, coverage under this Permit is automatic and begins on the effective date of this Permit, unless the operator chooses to opt out of this General Permit. Any operator of a regulated small MS4 that

is opting out of this Permit shall submit an application for an individual MS4 permit in accordance with 40 CFR 122.33(b)(2)(ii) no later than the effective date of this Permit.

- d. Operators of regulated small MS4s which want to be covered under this Permit as Co-Permittees shall each submit a NOI to Ecology.
- e. Operators of regulated small MS4s which are relying on another entity to satisfy all of their permit obligations shall submit a NOI to Ecology.
- f. Operators of small MS4s designated by Ecology pursuant to S1.B.3 of this Permit shall submit a NOI to Ecology within 120 days of receiving notification from Ecology that permit coverage is required.

### 3. Application Requirements

- a. For NOIs submitted after the issuance date of this Permit, the applicant shall include a certification that the public notification requirements of WAC 173-226-130(5) have been satisfied. Ecology will notify applicants in writing of their status concerning coverage under this Permit within 90 days of Ecology's receipt of a complete NOI.
- b. Each Permittee applying as a Co-Permittee shall submit a NOI provided on Ecology's website. The NOI shall clearly identify the areas of the MS4 for which the Co-Permittee is responsible.
- c. Permittees relying on another entity or entities to satisfy one or more of their permit obligations shall notify Ecology in writing. The notification shall include a summary of the permit obligations that will be carried out by another entity. The summary shall identify the other entity or entities and shall be signed by the other entity or entities. During the term of the Permit, Permittees may terminate or amend shared responsibility arrangements by notifying Ecology, provided this does not alter implementation deadlines.
- d. Secondary Permittees required to obtain coverage under this Permit, and the *Phase I Municipal Stormwater Permit* or the *Eastern Washington Phase II Municipal Stormwater Permit*, may obtain coverage by submitting a single NOI.

## S2. AUTHORIZED DISCHARGES

- A. This Permit authorizes the discharge of stormwater to surface waters and to groundwaters of the State from MS4s owned or operated by each Permittee covered under this Permit, in the geographic area covered pursuant to S1.A. These discharges are subject to the following limitations:
  - 1. Discharges to groundwaters of the State through facilities regulated under the Underground Injection Control (UIC) program, Chapter 173-218 WAC, are not authorized under this Permit.
  - 2. Discharges to groundwaters not subject to regulation under the federal Clean Water Act are authorized in this Permit only under state authorities, Chapter 90.48 RCW, the Water Pollution Control Act.



- B.** This Permit authorizes discharges of non-stormwater flows to surface waters and to groundwaters of the State from MS4s owned or operated by each Permittee covered under this Permit, in the geographic area covered pursuant to S1.A, only under one or more of the following conditions:
1. The discharge is authorized by a separate NPDES or State Waste Discharge permit.
  2. The discharge is from emergency firefighting activities.
  3. The discharge is from another illicit or non-stormwater discharge that is managed by the Permittee as provided in Special Condition S5.C.5 or S6.D.3.

These discharges are also subject to the limitations in S2.A.1 and S2.A.2, above.

- C.** This Permit does not relieve entities that cause illicit discharges, including spills of oil or hazardous substances, from responsibilities and liabilities under state and federal laws and regulations pertaining to those discharges.
- D.** Discharges from MS4s constructed after the effective date of this Permit shall receive all applicable state and local permits and use authorizations, including compliance with Chapter 43.21C RCW (the State Environmental Policy Act).
- E.** This Permit does not authorize discharges of stormwater to waters within Indian Country as defined in 18 U.S.C. §1151, or to waters subject to water quality standards of Indian Tribes, including portions of the Puyallup River and other waters on trust or restricted lands within the 1873 Survey Area of the Puyallup Tribe of Indians Reservation, except where authority has been specifically delegated to Ecology by the U.S. Environmental Protection Agency. The exclusion of such discharges from this Permit does not waive any rights the State may have with respect to the regulation of the discharges.

### **S3. RESPONSIBILITIES OF PERMITTEES**

- A.** Each Permittee covered under this Permit is responsible for compliance with the terms of this Permit for the regulated small MS4s that they own or operate. Compliance with (1) or (2) below is required as applicable to each Permittee, whether the Permittee has applied for coverage as a Permittee, Co-Permittee, or Secondary Permittee.
1. All city, town, and county Permittees are required to comply with all conditions of this Permit, including any appendices referenced therein, except for Special Condition S6 – *Stormwater Management Program for Secondary Permittees*.
  2. All Secondary Permittees are required to comply with all conditions of this Permit, including any appendices referenced therein, except for Section S5 – *Stormwater Management Program for Cities, Towns, and Counties* and S8 – *Monitoring and Assessment*.
- B.** Permittees may rely on another entity to satisfy one or more of the requirements of this Permit. Permittees that are relying on another entity to satisfy one or more of their permit obligations remain responsible for permit compliance if the other entity fails to implement permit conditions. Permittees may rely on another entity provided all the requirements of 40 CFR 122.35(a) are satisfied, including but not limited to:

1. The other entity, in fact, implements the Permit requirements.
2. The other entity agrees to take on responsibility for implementation of the Permit requirement(s) as indicated on the NOI.

#### **S4. COMPLIANCE WITH STANDARDS**

- A.** In accordance with RCW 90.48.520, the discharge of toxicants to waters of the State of Washington which would violate any water quality standard, including toxicant standards, sediment criteria, and dilution zone criteria is prohibited. The required response to such discharges is defined in Section S4.F, below.
- B.** This Permit does not authorize a discharge which would be a violation of Washington State Surface Water Quality Standards (Chapter 173-201A WAC), Groundwater Quality Standards (Chapter 173-200 WAC), Sediment Management Standards (Chapter 173-204 WAC), or human health-based criteria in the National Toxics Rule (40 CFR 131.45). The required response to such discharges is defined in Section S4.F, below.
- C.** The Permittee shall reduce the discharge of pollutants to the Maximum Extent Practicable (MEP).
- D.** The Permittee shall use All Known, Available, and Reasonable methods of prevention, control and Treatment (AKART) to prevent and control pollution of waters of the State of Washington.
- E.** In order to meet the goals of the Clean Water Act, and comply with S4.A, S4.B, S4.C, and S4.D, each Permittee shall comply with all of the applicable requirements of this Permit as identified in S3 – *Responsibilities of Permittees*.
- F.** A Permittee remains in compliance with S4 despite any discharges prohibited by S4.A or S4.B, when the Permittee undertakes the following response toward long-term water quality improvement:
  1. A Permittee shall notify Ecology in writing within 30 days of becoming aware, based on credible site-specific information that a discharge from the MS4 owned or operated by the Permittee is causing or contributing to a known or likely violation of Water Quality Standards in the receiving water. Written notification provided under this subsection shall, at a minimum, identify the source of the site-specific information, describe the nature and extent of the known or likely violation in the receiving water, and explain the reasons why the MS4 discharge is believed to be causing or contributing to the problem. For ongoing or continuing violations, a single written notification to Ecology will fulfill this requirement.
  2. In the event that Ecology determines, based on a notification provided under S4.F.1 or through any other means, that a discharge from an MS4 owned or operated by the Permittee is causing or contributing to a violation of Water Quality Standards in a receiving water, Ecology will notify the Permittee in writing that an adaptive management response, outlined in S4.F.3, below, is required, unless:

- a. Ecology also determines that the violation of Water Quality Standards is already being addressed by a Total Maximum Daily Load (TMDL) or other enforceable water quality cleanup plan; or
- b. Ecology concludes the MS4 contribution to the violation will be eliminated through implementation of other permit requirements.

### 3. Adaptive Management Response

- a. Within 60 days of receiving a notification under S4.F.2, or by an alternative date established by Ecology, the Permittee shall review its Stormwater Management Program (SWMP) and submit a report to Ecology. The report shall include:
  - i. A description of the operational and/or structural BMPs that are currently being implemented to prevent or reduce any pollutants that are causing or contributing to the violation of Water Quality Standards, including a qualitative assessment of the effectiveness of each Best Management Practice (BMP).
  - ii. A description of potential additional operational and/or structural BMPs that will or may be implemented in order to apply AKART on a site-specific basis to prevent or reduce any pollutants that are causing or contributing to the violation of Water Quality Standards.
  - iii. A description of the potential monitoring or other assessment and evaluation efforts that will or may be implemented to monitor, assess, or evaluate the effectiveness of the additional BMPs.
  - iv. A schedule for implementing the additional BMPs including, as appropriate: funding, training, purchasing, construction, monitoring, and other assessment and evaluation components of implementation.
- b. Ecology will, in writing, acknowledge receipt of the report within a reasonable time and notify the Permittee when it expects to complete its review of the report. Ecology will either approve the additional BMPs and implementation schedule or require the Permittee to modify the report as needed to meet AKART on a site-specific basis. If modifications are required, Ecology will specify a reasonable time frame in which the Permittee shall submit and Ecology will review the revised report.
- c. The Permittee shall implement the additional BMPs, pursuant to the schedule approved by Ecology, beginning immediately upon receipt of written notification of approval.
- d. The Permittee shall include with each subsequent annual report a summary of the status of implementation and the results of any monitoring, assessment or evaluation efforts conducted during the reporting period. If, based on the information provided under this subsection, Ecology determines that modification of the BMPs or implementation schedule is necessary to meet AKART on a site-specific basis, the Permittee shall make such modifications as Ecology directs. In the event there are ongoing violations of water quality standards despite the implementation of the BMP approach of this Section, the Permittee may be subject to compliance schedules to

eliminate the violation under WAC 173-201A-510(4) and WAC 173-226-180 or other enforcement orders as Ecology deems appropriate during the term of this Permit.

- e. A TMDL or other enforceable water quality cleanup plan that has been approved and is being implemented to address the MS4's contribution to the Water Quality Standards violation supersedes and terminates the S4.F.3 implementation plan.
  - f. Provided the Permittee is implementing the approved adaptive management response under this Section, the Permittee remains in compliance with Special Condition S4, despite any on-going violations of Water Quality Standards identified under S4.A or B, above.
  - g. The adaptive management process provided under Section S4.F is not intended to create a shield for the Permittee from any liability it may face under 42 U.S.C. 9601 *et seq.* or Chapter 70.105D RCW.
- G.** Ecology may modify or revoke and reissue this General Permit in accordance with G14 – *General Permit Modification and Revocation*, if Ecology becomes aware of additional control measures, management practices, or other actions beyond what is required in this Permit that are necessary to:
- 1. Reduce the discharge of pollutants to the MEP,
  - 2. Comply with the state AKART requirements, or
  - 3. Control the discharge of toxicants to waters of the State of Washington.

## **S5. STORMWATER MANAGEMENT PROGRAM FOR CITIES, TOWNS, AND COUNTIES**

- A.** Each Permittee shall develop and implement a Stormwater Management Program (SWMP). A SWMP is a set of actions and activities comprising the components listed in S5 and any additional actions necessary, to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with Total Maximum Daily Load Requirements* and S8 – *Monitoring and Assessment*. This Section applies to all cities, towns, and counties covered under this Permit (termed as "Permittee," including cities, towns, and counties that are Co-Permittees).

New Permittees subject to this Permit, as described in S1.D.1.b, shall fully meet the requirements in S5 as modified in footnotes below, or as specified in an alternate schedule as a condition of coverage by Ecology. Permittees obtaining coverage after the issuance date of this Permit shall fully meet the requirements in S5 as specified in an alternate schedule as a condition of coverage by Ecology.

- 1. At a minimum, the Permittee's SWMP shall be implemented throughout the geographic area subject to this Permit as described in S1.A.<sup>1</sup>
- 2. Each Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall be organized according to the program components in S5.C or a

---

<sup>1</sup> New Permittees shall fully develop and implement the SWMP in accordance with the schedules contained in this Section no later than February 2, 2024.

format approved by Ecology, and shall be updated at least annually for submittal with the Permittee's annual reports to Ecology (see S9 – *Reporting Requirements*). The SWMP Plan shall be written to inform the public of the planned SWMP activities for the upcoming calendar year, and shall include a description of:

- a. Planned activities for each of the program components included in S5.C.
  - b. Any additional planned actions to meet the requirements of applicable TMDLs pursuant to S7– *Compliance with Total Maximum Daily Load Requirements*.
  - c. Any additional planned actions to meet the requirements of S8 – *Monitoring and Assessment*.
- 3.** The SWMP shall include an ongoing program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation, and permit compliance and to set priorities.
- a. Each Permittee shall track the cost or estimated cost of development and implementation of each component of the SWMP.<sup>2</sup> This information shall be provided to Ecology upon request.
  - b. Each Permittee shall track the number of inspections, follow-up actions as a result of inspections, official enforcement actions and types of public education activities as required by the respective program component. This information shall be included in the annual report.
- 4.** Permittees shall continue implementation of existing stormwater management programs until they begin implementation of the updated stormwater management program in accordance with the terms of this Permit, including implementation schedules.
- 5.** Coordination among Permittees
- a. Coordination among entities covered under municipal stormwater NPDES permits may be necessary to comply with certain conditions of the SWMP. The SWMP shall include, when needed, coordination mechanisms among entities covered under a municipal stormwater NPDES permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas, including:
    - i. Coordination mechanisms clarifying roles and responsibilities for the control of pollutants between physically interconnected MS4s covered by a municipal stormwater permit.
    - ii. Coordinating stormwater management activities for shared water bodies, or watersheds among Permittees to avoid conflicting plans, policies, and regulations.
  - b. The SWMP shall include coordination mechanisms among departments within each jurisdiction to eliminate barriers to compliance with the terms of this Permit. Permittees shall include a written description of internal coordination mechanisms in the Annual Report due no later than March 31, 2021.

---

<sup>2</sup> New Permittees shall begin implementing the requirements of S5.A.3.a, no later than August 1, 2021.

- B.** The SWMP shall be designed to reduce the discharge of pollutants from regulated small MS4s to the MEP, meet state AKART requirements, and protect water quality.
- C.** The SWMP shall include the components listed below. To the extent allowable under state or federal law, all components are mandatory for city, town, or county Permittees covered under this Permit.

**1. Stormwater planning**

Each Permittee shall implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality management tools to protect receiving waters.

**The minimum performance measures are:**

- a. By August 1, 2020, each Permittee shall convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program.
- b. Coordination with long-range plan updates.
  - i. Each Permittee shall describe how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the planning update processes and influencing policies and implementation strategies in their jurisdiction. The report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning, or taking into account stormwater management needs or limitations.
    - (a) On or before March 31, 2021, the Permittee shall respond to the series of Stormwater Planning Annual Report questions to describe how anticipated stormwater impacts on water quality were addressed, if at all, during the 2013-2019 permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
    - (b) On or before January 1, 2023, the Permittee shall submit a report responding to the same questions included in (a), above, to describe how water quality is being addressed, if at all, during this permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
- c. Low impact development code-related requirements.
  - i. Permittees shall continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed.
 

The intent shall be to make LID the preferred and commonly-used approach to site development. The local development-related codes, rules, standards, or other enforceable documents shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations, where feasible.

- (a) Annually, each Permittee shall assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles or LID BMPs since local codes were updated in accordance with the 2013 Permit, and the measures developed to address the barriers. If applicable, the report shall describe mechanisms adopted to encourage or require implementation of LID principles or LID BMPs.
- ii. By December 31, 2023, New Permittees shall review, revise, and make effective their local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs. New Permittees shall conduct a similar review and revision process, and consider the range of issues, outlined in the following document: Integrating LID into Local Codes: A Guidebook for Local Governments (Puget Sound Partnership, 2012).

New Permittees shall submit a summary of the results of the review and revision process with the annual report due no later than March 31, 2024. This summary shall be in the required format described in Appendix 5 and include, at a minimum, a list of the participants (job title, brief job description, and department represented), the codes, rules, standards, and other enforceable documents reviewed, and the revisions made to those documents which incorporate and require LID principles and LID BMPs. The summary shall include existing requirements for LID principles and LID BMPs in development-related codes. The summary must be organized as follows:

- (a) Measures to minimize impervious surfaces.
- (b) Measures to minimize loss of native vegetation.
- (c) Other measures to minimize stormwater runoff.
- d. Stormwater Management Action Planning<sup>3</sup> (SMAP). Permittees shall conduct a similar process and consider the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology, 2019; Publication 19-10-010). Permittees may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the Permittee's jurisdiction.
- i. *Receiving Water Assessment*. Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.

By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which

---

<sup>3</sup> New Permittees are exempt from S5.C.1.d. for this permit term.

receiving waters will be included in the S5.C.1.d.ii prioritization process. Include a map of the delineated basins with references to the watershed inventory table.

- (a) Identify which basins are expected to have a relatively low Stormwater Management Influence for SMAP. See the guidance document for definition and description of this assessment.

Basins having relatively low expected Stormwater Management Influence for SMAP do not need to be included in S5.C.1.d.ii-iii.

- ii. *Receiving Water Prioritization.* Informed by the assessment of receiving water conditions in (i), above, and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development as well as planned for and expected future buildout conditions.

No later than June 30, 2022, document the prioritized and ranked list of receiving waters.

- (a) The Permittee shall document the priority ranking process used to identify high priority receiving waters. The Permittee may reference existing local watershed management plan(s) as source(s) of information or rationale for the prioritization.
- (b) The ranking process shall include the identification of high priority catchment area(s) for focus of the Stormwater Management Action Plan (SMAP) in (iii), below.

- iii. Stormwater Management Action Plan (SMAP). No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii), above, that identifies all of the following:

- (a) A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.
- (b) Land management/development strategies and/or actions identified for water quality management.
- (c) Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:
  - IDDE field screening,
  - Prioritization of Source Control inspections,
  - O&M inspections or enhanced maintenance, or
  - Public Education and Outreach behavior change programs.



Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

- (d) If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
- (e) A proposed implementation schedule and budget sources for:
  - Short-term actions (*i.e.*, actions to be accomplished within six years), and
  - Long-term actions (*i.e.*, actions to be accomplished within seven to 20 years).
- (f) A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

## 2. Public Education and Outreach

The SWMP shall include an education and outreach program designed to:

- Build general awareness about methods to address and reduce impacts from stormwater runoff.
- Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

Permittees may choose to meet these requirements individually or as a member of a regional group. Regional collaboration on general awareness or behavior change programs, or both, includes Permittees developing a consistent message, determining best methods for communicating the message, and when appropriate, creating strategies to effect behavior change. If a Permittee chooses to adopt one or more elements of a regional program, the Permittee should participate in the regional group and shall implement the adopted element(s) of the regional program in the local jurisdiction.

### The minimum performance measures are:

- a. Each Permittee shall implement an education and outreach program for the area served by the MS4. The program design shall be based on local water quality information and target audience characteristics to identify high priority target audiences, subject areas, and/or BMPs. Based on the target audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the target audience. <sup>4</sup>
  - i. **General awareness.** To build general awareness, Permittees shall annually select at a minimum one target audience and one subject area from either (a) or (b):
    - (a) *Target audiences:* General public (including overburdened communities, or school age children) or businesses (including home-based, or mobile businesses). Subject areas:

<sup>4</sup> New Permittees shall begin implementing the requirements of S5.C.2 no later than August 1, 2021.

- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
  - Low impact development (LID) principles and LID BMPs.
  - (b) *Target audiences:* Engineers, contractors, developers, or land use planners.  
Subject areas:
    - Technical standards for stormwater site and erosion control plans.
    - LID principles and LID BMPs.
    - Stormwater treatment and flow control BMPs/facilities
  - (c) Permittees shall provide subject area information to the target audience on an ongoing or strategic schedule.
- ii. **Behavior change.** To affect behavior change, Permittees shall select, at a minimum, one target audience and one BMP.
- (a) *Target Audiences:* Residents, landscapers, property managers/owners, developers, school age children, or businesses (including home-based or mobile businesses).  
  
*BMPs:*
    - Use and storage of: pesticides, fertilizers, and/or other household chemicals.
    - Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
    - Prevention of illicit discharges.
    - Yard care techniques protective of water quality.
    - Carpet cleaning.
    - Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
    - Pet waste management and disposal.
    - LID Principles and LID BMPs.
    - Stormwater facility maintenance, including LID facilities.
    - Dumpster and trash compactor maintenance.
    - Litter and debris prevention.
    - Sediment and erosion control.
    - (Audience specific) Source control BMPs (refer to S5.C.8).
    - (Audience specific) Locally-important, municipal stormwater-related subject area.
  - (b) No later than July 1, 2020, each Permittee shall conduct a new evaluation of the effectiveness of an ongoing behavior change campaign (required under S5.C.1.a.ii and S5.C.1.c of the 2013 Permit). Permittees shall document lessons learned and recommendations for which option to select from S5.C.2.a.ii.(c).

Permittees that select option S5.C.2.a.ii.(c)3, below, may forgo this evaluation if it will not add value to the overall behavior change program.

- (c) Based on the recommendation from S5.C.2.a.ii.(b), by February 1, 2021, each Permittee shall follow social marketing practices and methods, similar to community-based social marketing, and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:<sup>5</sup>
  - 1. Develop a strategy and schedule to more effectively implement the existing campaign; or
  - 2. Develop a strategy and schedule to expand the existing campaign to a new target audience or BMPs; or
  - 3. Develop a strategy and schedule for a new target audience and BMP behavior change campaign.
- (d) No later than April 1, 2021, begin to implement the strategy developed in S5.C.2.a.ii.(c).<sup>6</sup>
- (e) No later than March 31, 2024, evaluate and report on:
  - 1. The changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy; and
  - 2. Any planned or recommended changes to the campaign in order to be more effective; describe the strategies and process to achieve the results.
- (f) Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.
- iii. Stewardship. Each Permittee shall provide and advertise stewardship opportunities and/or partner with existing organizations (including non-permittees) to encourage residents to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and education activities.

### **3. Public Involvement and Participation**

Permittees shall provide ongoing opportunities for public involvement and participation through advisory councils, public hearings, watershed committees, participation in developing rate-structures or other similar activities. Each Permittee shall comply with applicable state and local public notice requirements when developing elements of the SWMP and SMAP.

#### **The minimum performance measures are:**

- a. Permittees shall create opportunities for the public, including overburdened communities, to participate in the decision-making processes involving the development, implementation and update of the Permittee's SMAP and SWMP.<sup>7</sup>

<sup>5</sup> No later than August 1, 2021, new Permittees shall follow social marketing practices and methods, similar to Community-Based Social Marketing, to develop a behavior change program that is tailored to the community.

<sup>6</sup> No later than October 1, 2021, New Permittees shall begin to implement the strategy developed in S5.C.2.a.ii.(c).

<sup>7</sup> New Permittees shall develop and begin to implement requirements according to S5.C.3.a no later than August 1, 2020. New Permittees are exempt from SMAP this permit term.

- b. Each Permittee shall post on their website their SWMP Plan and the annual report, required under S9.A, no later than May 31 each year. All other submittals shall be available to the public upon request. To comply with the posting requirement, a Permittee that does not maintain a website may submit the updated SWMP in electronic format to Ecology for posting on Ecology's website.

#### 4. MS4 Mapping and Documentation

The SWMP shall include an ongoing program for mapping and documenting the MS4.<sup>8</sup>

##### The minimum performance measures are:

- a. *Ongoing Mapping*: Each Permittee shall maintain mapping data for the features listed below:
  - i. Known MS4 outfalls and known MS4 discharge points.
  - ii. Receiving waters, other than groundwater.
  - iii. Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
  - iv. Geographic areas served by the Permittee's MS4 that do not discharge stormwater to surface waters.
  - v. Tributary conveyances to all known outfalls and discharge points with a 24 inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following features or attributes (or both) shall be mapped:
    - (a) Tributary conveyance type, material, and size where known.
    - (b) Associated drainage areas.
    - (c) Land use.
  - vi. Connections between the MS4 owned or operated by the Permittee and other municipalities or public entities.
  - vii. All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.<sup>9,10</sup>
- b. *New Mapping*: Each Permittee shall:
  - i. No later than January 1, 2020, begin to collect size and material for all known MS4 outfalls during normal course of business (e.g. during field screening, inspection, or maintenance) and update records.
  - ii. No later than August 1, 2023, complete mapping of all known connections from the MS4 to a privately owned stormwater system.

<sup>8</sup> New Permittees shall meet the requirements to map the MS4 according to S5.C.4. no later than February 2, 2024, except where otherwise noted in this Section.

<sup>9</sup> New Permittees shall meet the requirements of S5.C.4.a.vii after August 1, 2019, for all connections to the MS4 authorized after August 1, 2019.

<sup>10</sup> Permittees do not need to map the following residential connections: individual driveways, sump pumps, or roof downspouts.

- c. No later than August 1, 2021, the required format for mapping is electronic (e.g. Geographic Information System, CAD drawings, or other software that can map and store points, lines, polygons, and associated attributes), with fully described mapping standards.
- d. To the extent consistent with national security laws and directives, each Permittee shall make available to Ecology, upon request, available maps depicting the information required in S5.C.4.a through c, above.
- e. Upon request, and to the extent appropriate, Permittees shall provide mapping information to federally recognized Indian Tribes, municipalities, and other Permittees. This Permit does not preclude Permittees from recovering reasonable costs associated with fulfilling mapping information requests by federally recognized Indian Tribes, municipalities, and other Permittees.

#### **5. Illicit Discharge Detection and Elimination**

The SWMP shall include an ongoing program designed to prevent, detect, characterize, trace, and eliminate illicit connections and illicit discharges into the MS4.<sup>11</sup>

##### **The minimum performance measures are:**

- a. The program shall include procedures for reporting and correcting or removing illicit connections, spills and other illicit discharges when they are suspected or identified. The program shall also include procedures for addressing pollutants entering the MS4 from an interconnected, adjoining MS4.  
  
Illicit connections and illicit discharges must be identified through, but not limited to: field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.
- b. Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- c. Each Permittee shall implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee's MS4 to the maximum extent allowable under state and federal law.
  - i. Allowable Discharges: The regulatory mechanism does **not** need to prohibit the following categories of non-stormwater discharges:
    - (a) Diverted stream flows
    - (b) Rising groundwaters
    - (c) Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20))
    - (d) Uncontaminated pumped groundwater
    - (e) Foundation drains

---

<sup>11</sup> New Permittees shall meet the requirements of S5.C.5 no later than August 1, 2021 except where otherwise noted in this Section.

- (f) Air conditioning condensation
  - (g) Irrigation water from agricultural sources that is commingled with urban stormwater
  - (h) Springs
  - (i) Uncontaminated water from crawl space pumps
  - (j) Footing drains
  - (k) Flows from riparian habitats and wetlands
  - (l) Non-stormwater discharges authorized by another NPDES or state waste discharge permit
  - (m) Discharges from emergency firefighting activities in accordance with S2 Authorized Discharges
- ii. Conditionally Allowable Discharges: The regulatory mechanism may allow the following categories of non-stormwater discharges only if the stated conditions are met:
- (a) Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4.
  - (b) Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities and water conservation efforts.
  - (c) Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
  - (d) Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Permittee shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts. To avoid washing pollutants into the MS4, Permittees shall minimize the amount of street wash and dust control water used.
  - (e) Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee, which addresses control of such discharges.
- iii. The Permittee shall further address any category of discharges in (i) or (ii), above, if the discharges are identified as significant sources of pollutants to waters of the State.

- iv. The ordinance or other regulatory mechanism shall include escalating enforcement procedures and actions.
- d. Each Permittee shall implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the Permittee's MS4.<sup>12</sup> The program shall include the following components:
  - i. Procedures for conducting investigations of the Permittee's MS4, including field screening and methods for identifying potential sources. These procedures may also include source control inspections.

The Permittee shall implement a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using *Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual* (Herrera Environmental Consultants, Inc.; May 2013), or another methodology of comparable or improved effectiveness. The Permittee shall document the field screening methodology in the Annual Report.

- (a) All Permittees shall complete field screening for an average of 12% of the MS4 each year.<sup>13</sup> Permittees shall annually track total percentage of the MS4 screened beginning August 1, 2019.
- ii. A publicly listed and publicized hotline or other telephone number for public reporting of spills and other illicit discharges.
- iii. An ongoing training program for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4, on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of the trainings provided and the staff trained.<sup>14</sup>
- e. Each Permittee shall implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the Permittee's MS4.<sup>15</sup> The program shall include:
  - i. Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found by or reported to the Permittee. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for containment of the discharge.

<sup>12</sup> New Permittees shall fully implement the requirements of S5.C.5.d no later than August 1, 2023.

<sup>13</sup> New Permittees shall complete S5.C.5.d.i requirements for field screening covering at least 12% of the MS4 within the Permittee's coverage area no later than December 31, 2023, and on average 12% each year thereafter.

<sup>14</sup> New Permittees shall develop and begin implementing the ongoing training program described in S5.C.5.d.iii no later than February 2, 2021.

<sup>15</sup> New Permittees shall fully develop and implement the requirements of S5.C.5.e no later than August 1, 2023.

- ii. Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
- iii. Procedures for eliminating the discharge, including notification of appropriate authorities (including owners or operators of interconnected MS4s); notification of the property owner; technical assistance; follow-up inspections; and use of the compliance strategy developed pursuant to S5.C.5.c.iv, including escalating enforcement and legal actions if the discharge is not eliminated.
- iv. Compliance with the provisions in (i), (ii), and (iii), above, shall be achieved by meeting the following timelines:
  - (a) Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment, consistent with General Condition G3.
  - (b) Investigate (or refer to the appropriate agency with the authority to act) within 7 days, on average, any complaints, reports, or monitoring information that indicates a potential illicit discharge.
  - (c) Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
  - (d) Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.
- f. Permittees shall train staff who are responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills, and illicit connections, to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>16</sup>
- g. Recordkeeping: Each Permittee shall track and maintain records of the activities conducted to meet the requirements of this Section. In the Annual Report, each Permittee shall submit data for the illicit discharges, spills and illicit connections including those that were found by, reported to, or investigated by the Permittee during the previous calendar year. The data shall include the information specified in Appendix 12 and WQWebIDDE. Each Permittee may either use their own system or WQWebIDDE for recording this data. Final submittals shall follow the instructions, timelines, and format as described in Appendix 12.

---

<sup>16</sup> New Permittees shall meet the requirements of S5.C.5.f no later than February 2, 2021.



## 6. Controlling Runoff from New Development, Redevelopment, and Construction Sites

Each Permittee shall implement and enforce a program to reduce pollutants in stormwater runoff to a regulated small MS4 from new development, redevelopment and construction site activities. The program shall apply to private and public development, including transportation projects.<sup>17</sup>

### The minimum performance measures are:

- a. Implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects.

Each Permittee shall adopt and make effective a local program, no later than June 30, 2022, that meets the requirements of S5.C.6.b(i) through (iii), below, and shall apply to all applications<sup>18</sup> submitted:

- i. On or after July 1, 2022.
  - ii. Prior to January 1, 2017, that have not started construction<sup>19</sup> by January 1, 2022.<sup>20</sup>
  - iii. Prior to July 1, 2022, that have not started construction by July 1, 2027.
- b. The ordinance or other enforceable mechanism shall include, at a minimum:
  - i. The Minimum Requirements, thresholds, and definitions in Appendix 1, or the 2013 Appendix 1 amended to include the changes identified in Appendix 10, or Phase I program approved by Ecology and amended to include Appendix 10, for new development, redevelopment, and construction sites. Adjustment and variance criteria equivalent to those in Appendix 1 shall be included. More stringent requirements may be used, and/or certain requirements may be tailored to local circumstances through the use of Ecology-approved basin plans or other similar water quality and quantity planning efforts. Such local requirements and thresholds shall provide equal protection of receiving waters and equal levels of pollutant control to those provided in Appendix 1.
  - ii. The local requirements shall include the following requirements, limitations, and criteria that, when used to implement the minimum requirements in Appendix 1 (or program approved by Ecology under the 2019 Phase I Permit) will protect

<sup>17</sup> For continuing Permittees, this means continuing to implement existing programs developed under previous permits until updates are made to meet the schedules defined. *New Permittees shall meet the requirements of S5.C.6 no later than December 31, 2022, except where otherwise specified in this Section.*

<sup>18</sup> In this context, “application” means, at a minimum a complete project description, site plan, and, if applicable, SEPA checklist. Permittees may establish additional elements of a completed application.

<sup>19</sup> In this context “started construction” means the site work associated with, and directly related to the approved project has begun. For example: grading the project site to final grade or utility installation. Simply clearing the project site does not constitute the start of construction. Permittees may establish additional requirements related to the start of construction.

<sup>20</sup> For Permittees in **Lewis and Cowlitz counties**: Prior to July 1, 2017, that have not started construction by June 30, 2022. **For Lynden, Snoqualmie**: Prior to January 1, 2018, that have not started construction by January 1, 2023. **For Aberdeen**: Prior to July 1, 2018, that have not started construction by June 30, 2023. **Shelton and Clallam County** shall adopt and make effective a local program that meets the requirements of S5.C.6.b(i) through (iii) no later than December 31, 2022. The local program shall apply to all applications submitted on or after January 1, 2023, and shall apply to applications submitted prior to January 1, 2023, which have not started construction by January 1, 2028.

water quality, reduce the discharge of pollutants to the MEP, and satisfy the State requirement under Chapter 90.48 RCW to apply AKART prior to discharge:

- (a) Site planning requirements
- (b) BMP selection criteria
- (c) BMP design criteria
- (d) BMP infeasibility criteria
- (e) LID competing needs criteria
- (f) BMP limitations

Permittees shall document how the criteria and requirements will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy State AKART requirements.

Permittees who choose to use the requirements, limitations, and criteria, above, in the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology, may cite this choice as their sole documentation to meet this requirement.

- iii. The legal authority, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities approved under the provisions of this Section that discharge to the Permittee's MS4.
- c. The program shall include a permitting process with site plan review, inspection and enforcement capability to meet the standards listed in (i) through (iv) below, for both private and public projects, using qualified personnel (as defined in *Definitions and Acronyms*). At a minimum, this program shall be applied to all sites that meet the minimum thresholds adopted pursuant to S5.C.6.b.i, above.
  - i. Review of all stormwater site plans for proposed development activities.
  - ii. Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport as determined through plan review based on definitions and requirements in Appendix 7 – *Determining Construction Site Sediment Damage Potential*. As an alternative to evaluating each site according to Appendix 7, Permittees may choose to inspect all construction sites that meet the minimum thresholds adopted pursuant to S5.C.6.b.i, above.
  - iii. Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. Enforce as necessary based on the inspection.
  - iv. Each Permittee shall manage maintenance activities to inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots are constructed (or when construction has stopped and the site is fully stabilized), to identify maintenance needs and enforce compliance with maintenance standards as needed.
  - v. Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent

stormwater facilities. Verify that a maintenance plan is completed and responsibility for maintenance is assigned for stormwater treatment and flow control BMPs/facilities. Enforce as necessary based on the inspection.

- vi. Compliance with the inspection requirements in (ii) through (v), above, shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of required inspections. The inspections may be combined with other inspections provided they are performed using qualified personnel.
- vii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- viii. An enforcement strategy shall be implemented to respond to issues of non-compliance.
- d. The program shall make available, as applicable, the link to the electronic *Construction Stormwater General Permit* Notice of Intent (NOI) form for construction activity and, as applicable, a link to the electronic *Industrial Stormwater General Permit* NOI form for industrial activity to representatives of proposed new development and redevelopment. Permittees shall continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.<sup>21</sup>
- e. Each Permittee shall ensure that all staff whose primary job duties are implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. Follow-up training must be provided as needed to address changes in procedures, techniques or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>22</sup>

## 7. Operations and Maintenance

Each Permittee shall implement and document a program to regulate maintenance activities and to conduct maintenance activities by the Permittee to prevent or reduce stormwater impacts.<sup>23</sup>

### The minimum performance measures are:

- a. Each Permittee shall implement maintenance standards that are as protective, or more protective, of facility function than those specified in the *Stormwater Management Manual for Western Washington* or a Phase I program approved by Ecology. For facilities which do not have maintenance standards, the Permittee shall

<sup>21</sup> New Permittees shall meet the requirements of S5.C.6.d beginning no later than August 1, 2019.

<sup>22</sup> New Permittees shall meet the requirements of S5.C.6.e no later than December 31, 2022.

<sup>23</sup> New Permittees shall develop and implement the requirements of S5.C.7 no later than December 31, 2022 except where otherwise noted in this Section.

develop a maintenance standard. No later than June 30, 2022, Permittees shall update their maintenance standards as necessary to meet the requirements of this Section.

- i. The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between inspections and/or maintenance is not a permit violation.
- ii. Unless there are circumstances beyond the Permittee's control, when an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed:
  - Within 1 year for typical maintenance of facilities, except catch basins.
  - Within 6 months for catch basins.
  - Within 2 years for maintenance that requires capital construction of less than \$25,000.

Circumstances beyond the Permittee's control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.

b. Maintenance of stormwater facilities regulated by the Permittee

- i. The program shall include provisions to verify adequate long-term O&M of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S.5.C.6.c and shall be maintained in accordance with S5.C.7.a.

The provisions shall include:

- (a) Implementation of an ordinance or other enforceable mechanism that:
  - Clearly identifies the party responsible for maintenance in accordance with maintenance standards established under S5.C.7.a.
  - Requires inspection of facilities in accordance with the requirements in (b), below.
  - Establishes enforcement procedures.
- (b) Annual inspections of all stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted by the Permittee according to S5.C.6.c, including those permitted in accordance with requirements adopted pursuant to the 2007-2019 Ecology municipal stormwater permits, unless there are maintenance records to justify a different frequency.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and

maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Compliance with the inspection requirements in (b), above, shall be determined by the presence and records of an established inspection program designed to inspect all facilities, and achieving at least 80% of required inspections.
  - iii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- c. Maintenance of stormwater facilities owned or operated by the Permittee.
- i. Each Permittee shall implement a program to annually inspect all municipally owned or operated stormwater treatment and flow control BMPs/facilities, and taking appropriate maintenance actions in accordance with the adopted maintenance standards.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Each Permittee shall spot check potentially damaged stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval). If spot checks indicate widespread damage/maintenance needs, inspect all stormwater treatment and flow control BMPs/facilities that may be affected. Conduct repairs or take appropriate maintenance action in accordance with maintenance standards established above, based on the results of the inspections.
- iii. Each Permittee shall inspect all catch basins and inlets owned or operated by the Permittee every two years.<sup>24</sup> Clean catch basins if the inspection indicates cleaning is needed to comply with maintenance standards established in the *Stormwater Management Manual for Western Washington*. Decant water shall be disposed of in accordance with Appendix 6 – *Street Waste Disposal*.

The following alternatives to the standard approach of inspecting all catch basins every two years may be applied to all or portions of the system:

- (a) The catch basin inspection schedule of every two years may be changed as appropriate to meet the maintenance standards based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records for catch basins, the Permittee may substitute written statements to document a specific, less frequent inspection schedule. Written statements shall be based on actual inspection

<sup>24</sup> New Permittees shall inspect and, if needed, clean all catch basins and inlets owned or operated by the Permittee in accordance with the requirements of S5.C.7.c once during the permit term, to be completed no later than February 2, 2024.

and maintenance experiences and shall be certified in accordance with G19 – *Certification and Signature*.

- (b) Inspections every two years may be conducted on a “circuit basis” whereby 25% of catch basins and inlets within each circuit are inspected to identify maintenance needs. Include an inspection of the catch basin immediately upstream of any MS4 outfall, discharge point, or connections to public or private storm systems, if applicable. Clean all catch basins within a given circuit for which the inspection indicates cleaning is needed to comply with maintenance standards established under S5.C.7.a, above.
- (c) The Permittee may clean all pipes, ditches, and catch basins and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.
- iv. Compliance with the inspection requirements in S5.C.7.c.i-iii, above, shall be determined by the presence of an established inspection program achieving at least 95% of required inspections.
- d. Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the Permittee, and road maintenance activities under the functional control of the Permittee. No later than December 31, 2022, document the practices, policies, and procedures. Lands owned or maintained by the Permittee include, but are not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater treatment and flow control BMPs/facilities.

The following activities shall be addressed:

- i. Pipe cleaning
- ii. Cleaning of culverts that convey stormwater in ditch systems
- iii. Ditch maintenance
- iv. Street cleaning
- v. Road repair and resurfacing, including pavement grinding
- vi. Snow and ice control
- vii. Utility installation
- viii. Pavement striping maintenance
- ix. Maintaining roadside areas, including vegetation management
- x. Dust control
- xi. Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts
- xii. Sediment and erosion control
- xiii. Landscape maintenance and vegetation disposal
- xiv. Trash and pet waste management

xv. Building exterior cleaning and maintenance

- e. Implement an ongoing training program for employees of the Permittee whose primary construction, operations, or maintenance job functions may impact stormwater quality. The training program shall address the importance of protecting water quality, operation and maintenance standards, inspection procedures, relevant SWPPPs, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of training provided. The staff training records to be kept include dates, activities or course descriptions, and names and positions of staff in attendance.
- f. Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the Permittee in areas subject to this Permit that are not required to have coverage under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes stormwater discharges associated with the activity. As necessary, update SWPPPs no later than December 31, 2022, to include the following information. At a minimum, the SWPPP shall include:
  - i. A detailed description of the operational and structural BMPs in use at the facility and a schedule for implementation of additional BMPs when needed. BMPs selected must be consistent with the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology. The SWPPP must be updated as needed to maintain relevancy with the facility.
  - ii. At minimum, annual inspections of the facility, including visual observations of discharges, to evaluate the effectiveness of the BMPs, identify maintenance needs, and determine if additional or different BMPs are needed. The results of these inspections must be documented in an inspection report or check list.
  - iii. An inventory of the materials and equipment stored on-site, and the activities conducted at the facility which may be exposed to precipitation or runoff and could result in stormwater pollution.
  - iv. A site map showing the facility's stormwater drainage, discharge points, and areas of potential pollutant exposure.
  - v. A plan for preventing and responding to spills at the facility which could result in an illicit discharge.
- g. Maintain records of the activities conducted to meet the requirements of this Section.

**8. Source Control Program for Existing Development**

- a. The Permittee shall implement a program to prevent and reduce pollutants in runoff from areas that discharge to the MS4. The program shall include:
  - i. Application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.

- ii. Inspections of pollutant generating sources at publicly and privately owned institutional, commercial and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- iii. Application and enforcement of local ordinances at sites, identified pursuant to S5.C.8.b.ii, including sites with discharges authorized by a separate NPDES permit. Permittees that are in compliance with the terms of this Permit will not be held liable by Ecology for water quality standard violations or receiving water impacts caused by industries and other Permittees covered, or which should be covered under an NPDES permit issued by Ecology.
- iv. Practices to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers from the sites identified in the inventory.

**b. Minimum performance measures:**

- i. No later than August 1, 2022, Permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities (see Appendix 8 to identify pollutant generating sources).

The requirements of this subsection are met by using the source control BMPs in the SWMMWW, or a Phase I Program approved by Ecology. In cases where the manual(s) lack guidance for a specific source of pollutants, the Permittee shall work with the owner/operator to implement or adapt BMPs based on the best professional judgement of the Permittee.

Applicable operational source control BMPs shall be required for all pollutant generating sources. Structural source control BMPs, or treatment BMPs/facilities, or both, shall be required for pollutant generating sources if operational source control BMPs do not prevent illicit discharges or violations of surface water, groundwater, or sediment management standards because of inadequate stormwater controls. Implementation of source control requirements may be done through education and technical assistance programs, provided that formal enforcement authority is available to the Permittee and is used as determined necessary by the Permittee, in accordance with S5.C.8.b.iv, below.

- ii. No later than August 1, 2022, the Permittees shall establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4. The inventory shall include:
  - (a) Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8).
  - (b) Other pollutant generating sources, based on complaint response, such as: home-based businesses and multi-family sites.
- iii. No later than January 1, 2023, Permittees shall implement an inspection program for sites identified pursuant to S5.C.8.b.ii, above.
  - (a) All identified sites with a business address shall be provided information about activities that may generate pollutants and the source control



requirements applicable to those activities. This information shall be provided by mail, telephone, electronic communications, or in person. This information may be provided all at one time or spread out over the permit term to allow for tailoring and distribution of the information during site inspections.

- (b) The Permittee shall annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory to assess BMP effectiveness and compliance with source control requirements. The Permittee may count follow-up compliance inspections at the same site toward the 20% inspection rate. The Permittee may select which sites to inspect each year and is not required to inspect 100% of sites over a 5-year period. Sites may be prioritized for inspection based on their land use category, potential for pollution generation, proximity to receiving waters, or to address an identified pollution problem within a specific geographic area or sub-basin.
  - (c) Each Permittee shall inspect 100% of sites identified through credible complaints.
  - (d) Permittees may count inspections conducted based on complaints, or when the property owner denies entry, to the 20% inspection rate.
- iv. No later than January 1, 2023, each Permittee shall implement a progressive enforcement policy that requires sites to comply with stormwater requirements within a reasonable time period as specified below:
- (a) If the Permittee determines, through inspections or otherwise, that a site has failed to adequately implement required BMPs, the Permittee shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
  - (b) When a Permittee determines that a site has failed to adequately implement BMPs after a follow-up inspection(s), the Permittee shall take enforcement action as established through authority in its municipal codes or ordinances, or through the judicial system.
  - (c) Each Permittee shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating an effort to bring sites into compliance. Each Permittee shall also maintain records of sites that are not inspected because the property owner denies entry.
  - (d) A Permittee may refer non-emergency violations of local ordinances to Ecology, provided, the Permittee also makes a documented effort of progressive enforcement. At a minimum, a Permittee's enforcement effort shall include documentation of inspections and warning letters or notices of violation.
- v. Permittees shall train staff who are responsible for implementing the source control program to conduct these activities. The ongoing training program shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement

procedures. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staff. Permittees shall document and maintain records of the training provided and the staff trained.

## **S6. STORMWATER MANAGEMENT PROGRAM FOR SECONDARY PERMITTEES**

- A.** This Section applies to all Secondary Permittees and all New Secondary Permittees, whether coverage under this Permit is obtained individually or as a Co-Permittee with a city, town, county, or another Secondary Permittee.

New Secondary Permittees subject to this Permit shall fully meet the requirements of this Section as modified in the footnotes in S6.D below, or as established as a condition of coverage by Ecology.

1. To the extent allowable under state, federal or local law, all components are mandatory for each Secondary Permittee covered under this Permit, whether covered as an individual Permittee or as a Co-Permittee.
2. Each Secondary Permittee shall develop and implement a Stormwater Management Program (SWMP). A SWMP is a set of actions and activities comprising the components listed in S6 and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with Total Maximum Daily Load Requirements*. The SWMP shall be designed to reduce the discharge of pollutants from regulated small MS4s to the MEP and protect water quality.
3. Unless an alternate implementation schedule is established by Ecology as a condition of permit coverage, the SWMP shall be developed and implemented in accordance with the schedules contained in this Section and shall be fully developed and implemented no later than four and one-half years from the initial permit coverage date. Secondary Permittees that are already implementing some or all of the required SWMP components shall continue implementation of those components.
4. Secondary Permittees may implement parts of their SWMP in accordance with the schedule for cities, towns, and counties in S5, provided they have signed a memorandum of understanding or other agreement to jointly implement the activity or activities with one or more jurisdictions listed in S1.D.2.a or S1.D.2.b, and submitted a copy of the agreement to Ecology.
5. Each Secondary Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall include a description of program activities for the upcoming calendar year.

- B.** Coordination

Secondary Permittees shall coordinate stormwater-related policies, programs and projects within a watershed and interconnected MS4s. Where relevant and appropriate, the SWMP shall coordinate among departments of the Secondary Permittee to ensure compliance with the terms of this Permit.

**C. Legal Authority**

To the extent allowable under state law and federal law, each Secondary Permittee shall be able to demonstrate that they can operate pursuant to legal authority which authorizes or enables the Secondary Permittee to control discharges to and from MS4s owned or operated by the Secondary Permittee.

This legal authority may be a combination of statutes, ordinances, permits, contracts, orders, interagency agreements, or similar instruments.

**D. Stormwater Management Program for Secondary Permittees**

The SWMP for Secondary Permittees shall include the following components:

**1. Public Education and Outreach**

Each Secondary Permittee shall implement the following stormwater education strategies:

- a. Storm drain inlets owned or operated by the Secondary Permittee that are located in maintenance yards, in parking lots, along sidewalks, and at pedestrian access points shall be clearly labeled with a message similar to “Dump no waste – Drains to waterbody.”<sup>25</sup>

As identified during visual inspection and regular maintenance of storm drain inlets per the requirements of S6.D.3.d and S6.D.6.a.i below, or as otherwise reported to the Secondary Permittee, any inlet having a label that is no longer clearly visible and/or easily readable shall be re-labeled within 90 days.

- b. Each year beginning no later than three years from the initial date of permit coverage, public ports, colleges, and universities shall distribute educational information to tenants and residents on the impact of stormwater discharges on receiving waters, and steps that can be taken to reduce pollutants in stormwater runoff. Distribution may be by hard copy or electronic means. Appropriate topics may include:
  - i. How stormwater runoff affects local water bodies.
  - ii. Proper use and application of pesticides and fertilizers.
  - iii. Benefits of using well-adapted vegetation.
  - iv. Alternative equipment washing practices, including cars and trucks that minimize pollutants in stormwater.
  - v. Benefits of proper vehicle maintenance and alternative transportation choices; proper handling and disposal of vehicle wastes, including the location of hazardous waste collection facilities in the area.
  - vi. Hazards associated with illicit connections and illicit discharges.
  - vii. Benefits of litter control of pet waste.

---

<sup>25</sup> New Secondary Permittees shall label all inlets as described in S6.D.1.a no later than four years from the initial date of permit coverage.

## 2. Public Involvement and Participation

Each year, no later than May 31, each Secondary Permittee shall:

- a. Make the annual report available on the Permittee's website.
- b. Make available on the Permittee's website, the latest updated version of the SWMP Plan.
- c. A Secondary Permittee that does not maintain a website may submit the updated SWMP Plan and annual report in electronic format to Ecology for posting on Ecology's website.

## 3. Illicit Discharge Detection and Elimination

Each Secondary Permittee shall:

- a. From the initial date of permit coverage, comply with all relevant ordinances, rules, and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern non-stormwater discharges.
- b. Implement appropriate policies prohibiting illicit discharges,<sup>26</sup> and an enforcement plan to ensure compliance with illicit discharge policies.<sup>27</sup> These policies shall address, at a minimum: illicit connections, non-stormwater discharges, including spills of hazardous materials, and improper disposal of pet waste and litter.
  - i. Allowable discharges: The policies do not need to prohibit the following categories of non-stormwater discharges:
    - (a) Diverted stream flows
    - (b) Rising groundwaters
    - (c) Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20))
    - (d) Uncontaminated pumped groundwater
    - (e) Foundation drains.
    - (f) Air conditioning condensation
    - (g) Irrigation water from agricultural sources that is commingled with urban stormwater
    - (h) Springs
    - (i) Uncontaminated water from crawl space pumps
    - (j) Footing drains
    - (k) Flows from riparian habitats and wetlands
    - (l) Discharges from emergency firefighting activities in accordance with *S2 – Authorized Discharges*
    - (m) Non-stormwater discharges authorized by another NPDES or state waste discharge permit

<sup>26</sup> New Secondary Permittees shall develop and implement appropriate policies prohibiting illicit discharges, and identify possible enforcement mechanisms as described in S6.D.3.b no later than one year from the initial date of permit coverage.

<sup>27</sup> New Secondary Permittees shall develop and implement an enforcement plan as described in S6.D.3.b no later than 18 months from the initial date of permit coverage.

Len: Note same requirement for fire hydrant flushing as described in (b) above.

ii. Conditionally allowable discharges: The policies may allow the following categories of non-stormwater discharges only if the stated conditions are met and such discharges are allowed by local codes:

- (a) Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line flushing,
- (b) Fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4.
- (c) Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities and water conservation efforts conducted by the Secondary Permittee and/or the local jurisdiction.
- (d) Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
- (e) Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Secondary Permittee shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts conducted by the Secondary Permittee and/or the local jurisdiction. To avoid washing pollutants into the MS4, the Secondary Permittee shall minimize the amount of street wash and dust control water used.
- (f) Other non-stormwater discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee which addresses control of such discharges.

iii. The Secondary Permittee shall address any category of discharges in (i) or (ii), above, if the discharge is identified as a significant source of pollutants to waters of the State.

- c. Maintain a storm sewer system map showing the locations of all known MS4 outfalls and discharge points, labeling the receiving waters (other than groundwater) and delineating the areas contributing runoff to each outfall and discharge point. Make the map (or completed portions of the map) available on request to Ecology and to the extent appropriate, to other Permittees. The preferred format for mapping is an electronic format with fully described mapping standards.<sup>28</sup>
- d. Conduct field inspections and visually inspect for illicit discharges at all known MS4 outfalls and discharge points. Visually inspect at least one third (on average) of all known outfalls and discharge points each year beginning no later than two years from

<sup>28</sup> New Secondary Permittees shall meet the requirements of S6.D.3.c no later than four and one-half years from the initial date of permit coverage.

the initial date of permit coverage. Implement procedures to identify and remove any illicit discharges. Keep records of inspections and follow-up activities.

- e. Implement a spill response plan that includes coordination with a qualified spill responder.<sup>29</sup>
- f. No later than two years from initial date of permit coverage, provide staff training or coordinate with existing training efforts to educate staff on proper BMPs for preventing illicit discharges, including spills. Train all Secondary Permittee staff who, as part of their normal job responsibilities, have a role in preventing such illicit discharges.

#### **4. Construction Site Stormwater Runoff Control**

From the initial date of permit coverage, each Secondary Permittee shall:

- a. Comply with all relevant ordinances, rules, and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern construction phase stormwater pollution prevention measures.
- b. Ensure that all construction projects under the functional control of the Secondary Permittee which require a construction stormwater permit obtain coverage under the *NPDES Construction Stormwater General Permit* or an individual NPDES permit prior to discharging construction related stormwater.
- c. Coordinate with the local jurisdiction regarding projects owned or operated by other entities which discharge into the Secondary Permittee's MS4, to assist the local jurisdiction with achieving compliance with all relevant ordinances, rules, and regulations of the local jurisdiction(s).
- d. Provide training or coordinate with existing training efforts to educate relevant staff in erosion and sediment control BMPs and requirements, or hire trained contractors to perform the work.
- e. Coordinate as requested with Ecology or the local jurisdiction to provide access for inspection of construction sites or other land disturbances which are under the functional control of the Secondary Permittee during land disturbing activities and/or construction period.

#### **5. Post-Construction Stormwater Management for New Development and Redevelopment**

From the initial date of permit coverage, each Secondary Permittee shall:

- a. Comply with all relevant ordinances, rules and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern post-construction stormwater pollution prevention measures.
- b. Coordinate with the local jurisdiction regarding projects owned or operated by other entities which discharge into the Secondary Permittee's MS4, to assist the local jurisdiction with achieving compliance with all relevant ordinances, rules and regulations of the local jurisdiction(s).

---

<sup>29</sup> New Secondary Permittees shall develop and implement a spill response plan as described in S6.D.3.e no later than four and one-half years from the initial date of permit coverage.

## 6. Pollution Prevention and Good Housekeeping for Municipal Operations

Each Secondary Permittee shall:

- a. Implement a municipal operation and maintenance (O&M) plan to minimize stormwater pollution from activities conducted by the Secondary Permittee. The O&M Plan shall include appropriate pollution prevention and good housekeeping procedures for all of the following operations, activities, and/or types of facilities that are present within the Secondary Permittee's boundaries and under the functional control of the Secondary Permittee.<sup>30</sup>

- i. *Stormwater collection and conveyance systems*, including catch basins, stormwater pipes, open channels, culverts, and stormwater treatment and flow control BMPs/facilities. The O&M Plan shall address, at a minimum: scheduled inspections and maintenance activities, including cleaning and proper disposal of waste removed from the system. Secondary Permittees shall properly maintain stormwater collection and conveyance systems owned or operated by the Secondary Permittee and annually inspect and maintain all stormwater facilities to ensure facility function.

Secondary Permittees shall establish maintenance standards that are as protective or more protective of facility function than those specified in *Stormwater Management Manual for Western Washington*. Secondary Permittees shall review their maintenance standards to ensure they are consistent with the requirements of this Section.

Secondary Permittees shall conduct spot checks of potentially damaged permanent stormwater treatment and flow control BMPs/facilities following major storm events (24-hour storm event with a 10-year or greater recurrence interval).

- ii. *Roads, highways, and parking lots*. The O&M Plan shall address, but is not limited to: deicing, anti-icing, and snow removal practices; snow disposal areas; material (e.g., salt, sand, or other chemical) storage areas; all-season BMPs to reduce road and parking lot debris and other pollutants from entering the MS4.
- iii. *Vehicle fleets*. The O&M Plan shall address, but is not limited to: storage, washing, and maintenance of Secondary Permittee vehicle fleets; and fueling facilities. Secondary Permittees shall conduct all vehicle and equipment washing and maintenance in a self-contained covered building or in designated wash and/or maintenance areas.
- iv. *External building maintenance*. The O&M Plan shall address, building exterior cleaning and maintenance including cleaning, washing, painting; and maintenance and management of dumpsters; and other maintenance activities.
- v. *Parks and open space*. The O&M Plan shall address, but is not limited to: proper application of fertilizer, pesticides, and herbicides; sediment and erosion control; BMPs for landscape maintenance and vegetation disposal; and trash and pet waste management.

<sup>30</sup> New Secondary Permittees shall develop and implement the operation and maintenance plan described in S6.D.6.a no later than three years from initial date of permit coverage.

- vi. *Material storage facilities and heavy equipment maintenance or storage yards.* Secondary Permittees shall develop and implement a Stormwater Pollution Prevention Plan to protect water quality at each of these facilities owned or operated by the Secondary Permittee and not covered under the *Industrial Stormwater General Permit* or under another NPDES permit that authorizes stormwater discharges associated with the activity.
- vii. *Other facilities* that would reasonably be expected to discharge contaminated runoff. The O&M Plan shall address proper stormwater pollution prevention practices for each facility.
- b. From the initial date of permit coverage, Secondary Permittees shall also have permit coverage for all facilities operated by the Secondary Permittee that are required to be covered under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes discharges associated with the activity.
- c. The O&M Plan shall include sufficient documentation and records as necessary to demonstrate compliance with the O&M Plan requirements in S6.D.6.a(i) through (vii), above.
- d. No later than three years from the initial date of permit coverage, Secondary Permittees shall implement a program designed to train all employees whose primary construction, operations, or maintenance job functions may impact stormwater quality. The training shall address:
  - i. The importance of protecting water quality.
  - ii. The requirements of this Permit.
  - iii. Operation and maintenance requirements.
  - iv. Inspection procedures.
  - v. Ways to perform their job activities to prevent or minimize impacts to water quality.
  - vi. Procedures for reporting water quality concerns, including potential illicit discharges (including spills).

## **S7. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS**

The following requirements apply if an applicable TMDL is approved for stormwater discharges from MS4s owned or operated by the Permittee. Applicable TMDLs are TMDLs which have been approved by EPA on or before the issuance date of this Permit or prior to the date that Ecology issues coverage under this Permit, whichever is later.

- A.** For applicable TMDLs listed in Appendix 2, affected Permittees shall comply with the specific requirements identified in Appendix 2. Each Permittee shall keep records of all actions required by this Permit that are relevant to applicable TMDLs within their jurisdiction. The status of the TMDL implementation shall be included as part of the annual report submitted to Ecology. Each annual report shall include a summary of relevant SWMP and Appendix 2 activities conducted in the TMDL area to address the applicable TMDL parameter(s).



- B.** For applicable TMDLs not listed in Appendix 2, compliance with this Permit shall constitute compliance with those TMDLs.
- C.** For TMDLs that are approved by EPA after this Permit is issued, Ecology may establish TMDL related permit requirements through future permit modification if Ecology determines implementation of actions, monitoring, or reporting necessary to demonstrate reasonable further progress toward achieving TMDL waste load allocations, and other targets, are not occurring and shall be implemented during the term of this Permit or when this Permit is reissued. Permittees are encouraged to participate in development of TMDLs within their jurisdiction and to begin implementation.

## **S8. MONITORING AND ASSESSMENT**

### **A. Regional Status and Trends Monitoring**

- 1.** All Permittees that chose S8.B Status and Trends Monitoring Option #1 in the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall make a one-time payment into the collective fund to implement regional small streams and marine nearshore areas status and trends monitoring in Puget Sound. This payment is due on or before December 1, 2019. Submit payment according to Section S8.D, below.
- 2.** All City and County Permittees covered under the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), except the Cities of Aberdeen and Centralia, shall notify Ecology in writing which of the following two options for regional status and trends monitoring (S8.A.2.a or S8.A.2.b) the Permittee chooses to carry out during this permit term. The written notification with G19 signature is due to Ecology no later than December 1, 2019.
  - a. Make annual payments into a collective fund to implement regional receiving water status and trends monitoring of either: small streams and marine nearshore areas in Puget Sound; or, urban streams in Clark and Cowlitz Counties in the Lower Columbia River basin, depending on the Permittee's location. The annual payments into the collective fund are due on or before August 15 each year beginning in 2020. Submit payments according to Section S8.D, below.

**Or**

- b. Conduct stormwater discharge monitoring per the requirements in S8.C.

Either option will fully satisfy the Permittee's obligations under this Section (S8.A.2). Each Permittee shall select a single option for this permit term.

### **B. Stormwater Management Program (SWMP) Effectiveness and Source Identification Studies**

- 1.** All Permittees that chose S8.C Effectiveness Studies Option #1 in the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall make a one-time payment into the collective fund to implement effectiveness studies and source identification studies. The payment is due on or before December 1, 2019. Submit payment according to Section S8.D, below.

2. All City and County Permittees covered under the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall notify Ecology in writing which of the following two options (S8.B.2.a or S8.B.2.b) for effectiveness and source identification studies the Permittee chooses to carry out during this permit term. The written notification with G19 signature is due to Ecology no later than December 1, 2019.

- a. Make annual payments into a collective fund to implement effectiveness and source identification studies. The annual payments into the collective fund are due on or before August 15 each year beginning in 2020. Submit payments according to Section S8.D, below.

**Or**

- b. Conduct stormwater discharge monitoring per the requirements in S8.C.

Either option will fully satisfy the Permittee's obligations under this Section (S8.B.2). Each Permittee shall select a single option for this permit term.

3. All Permittees shall provide information as requested for effectiveness and source identification studies that are under contract with Ecology as active Stormwater Action Monitoring (SAM) projects. These requests will be limited to records of SWMP activities and associated data tracked and/or maintained in accordance with S5 – *Stormwater Management Program for Cities, Towns, and Counties* and/or S9 – *Reporting Requirements*. A maximum of three requests during the permit term from the SAM Coordinator will be transmitted to the Permittee's permit coordinator via Ecology's regional permit manager. The Permittee shall have 90 days to provide the requested information.

**C. Stormwater discharge monitoring.**

1. This Section applies only to Permittees who choose to conduct stormwater discharge monitoring per S8.A.2.b and/or S8.B.2.b in lieu of participation in the regional status and trends monitoring and/or effectiveness and source identification studies. These Permittees shall conduct monitoring in accordance with Appendix 9 and an Ecology-approved Quality Assurance Project Plan (QAPP) as follows:
  - a. Permittees who choose the option to conduct stormwater discharge monitoring for either S8.A.2 or S8.B.2 shall monitor three independent discharge locations.  
  
Permittees who choose the option to conduct stormwater discharge monitoring for both S8.A.2 and S8.B.2 shall conduct this monitoring at a total of six locations; at least four locations shall be independent (one location may be nested in another basin).
  - b. No later than February 1, 2020, each Permittee shall submit to Ecology a draft stormwater discharge monitoring QAPP for review and approval. The QAPP shall be prepared in accordance with the requirements in Appendix 9. The final QAPP shall be submitted to Ecology for approval as soon as possible following finalization, and before August 15, 2020 or within 60 days of receiving Ecology's comments on the draft QAPP (whichever is later).
  - c. Flow monitoring shall begin no later than October 1, 2020 or within 30 days of receiving Ecology's approval of the final QAPP (whichever is later). Stormwater discharge monitoring shall be fully implemented no later than October 1, 2021.

- d. Data and analyses shall be reported annually in accordance with the Ecology-approved QAPP. Each Permittee shall enter into the Department's Environmental Information Management (EIM) database all water and solids concentration data collected pursuant to Appendix 9.

**D.** Payments into the collective funds.

- 1. Each Permittee's S8.A and S8.B payment amounts are listed in Appendix 11 and in the invoices that will be sent to the Permittee approximately three months in advance of each payment due date.
- 2. Mail payments according to the instructions in the invoice, or via United States Postal Service to:

Department of Ecology Cashiering Unit  
P.O. Box 47611  
Olympia, WA 98405-7611

## **S9. REPORTING REQUIREMENTS**

- A.** No later than March 31 of each year beginning in 2020, each Permittee shall submit an annual report. The reporting period for the annual report will be the previous calendar year unless otherwise specified.

Permittees shall submit annual reports electronically using Ecology's Water Quality Permitting Portal (WQWebPortal) available on Ecology's website.

Permittees unable to submit electronically through Ecology's WQWebPortal shall contact Ecology to request a waiver and obtain instructions on how to submit an annual report in an alternative format.

- B.** Each Permittee is required to keep all records related to this Permit and the SWMP for at least five years.
- C.** Each Permittee shall make all records related to this Permit and the Permittee's SWMP available to the public at reasonable times during business hours. The Permittee will provide a copy of the most recent annual report to any individual or entity, upon request.
  - 1. A reasonable charge may be assessed by the Permittee for making photocopies of records.
  - 2. The Permittee may require reasonable advance notice of intent to review records related to this Permit.

- D.** The annual report for cities, towns, and counties

Each annual report shall include the following:

- 1. A copy of the Permittee's current SWMP Plan, as required by S5.A.2.
- 2. Submittal of the annual report form as provided by Ecology pursuant to S9.A, describing the status of implementation of the requirements of this Permit during the reporting period.

3. Attachments to the annual report form including summaries, descriptions, reports, and other information as required, or as applicable, to meet the requirements of this Permit during the reporting period, or as a required submittal. Refer to Appendix 3 for annual report questions.<sup>31</sup>
4. If applicable, notice that the MS4 is relying on another governmental entity to satisfy any of the obligations under this Permit.
5. Certification and signature pursuant to G19.D, and notification of any changes to authorization pursuant to G19.C.
6. A notification of any annexations, incorporations or jurisdictional boundary changes resulting in an increase or decrease in the Permittee's geographic area of permit coverage during the reporting period.

**E. Annual report for Secondary Permittees**

Each annual report shall include the following:

1. Submittal of the annual report form as provided by Ecology pursuant to S9.A, describing the status of implementation of the requirements of this Permit during the reporting period.
2. Attachments to the annual report form including summaries, descriptions, reports, and other information as required, or as applicable, to meet the requirements of this Permit during the reporting period. Refer to Appendix 4 for annual report questions.
3. If applicable, notice that the MS4 is relying on another governmental entity to satisfy any of the obligations under this Permit.
4. Certification and signature pursuant to G19.D, and notification of any changes to authorization pursuant to G19.C.
5. A notification of any jurisdictional boundary changes resulting in an increase or decrease in the Secondary Permittee's geographic area of permit coverage during the reporting period.

---

<sup>31</sup> New Permittees refer to Appendix 5 for annual report questions.

## GENERAL CONDITIONS

### G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this Permit shall be consistent with the terms and conditions of this Permit.

### G2. PROPER OPERATION AND MAINTENANCE

The Permittee shall at all times properly operate and maintain all facilities and systems of collection, treatment, and control (and related appurtenances) which are installed or used by the Permittee for pollution control to achieve compliance with the terms and conditions of this Permit.

### G3. NOTIFICATION OF DISCHARGE, INCLUDING SPILLS

If a Permittee has knowledge of a discharge, including spills, into or from a MS4 which could constitute a threat to human health, welfare, or the environment, the Permittee shall:

- A. Take appropriate action to correct or minimize the threat to human health, welfare and/or the environment.
- B. Notify the Ecology regional office and other appropriate spill response authorities immediately but in no case later than within 24 hours of obtaining that knowledge.
- C. Immediately report spills or other discharges which might cause bacterial contamination of marine waters, such as discharges resulting from broken sewer lines and failing onsite septic systems, to the Ecology regional office and to the Department of Health, Shellfish Program.
- D. Immediately report spills or discharges of oils or hazardous substances to the Ecology regional office and to the Washington Emergency Management Division at 1-800-258-5990.

### G4. BYPASS PROHIBITED

The intentional bypass of stormwater from all or any portion of a stormwater treatment BMP whenever the design capacity of the treatment BMP is not exceeded, is prohibited unless the following conditions are met:

- A. Bypass is: (1) unavoidable to prevent loss of life, personal injury, or severe property damage; or (2) necessary to perform construction or maintenance-related activities essential to meet the requirements of the Clean Water Act (CWA); and
- B. There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated stormwater, or maintenance during normal dry periods.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.

## **G5. RIGHT OF ENTRY**

The Permittee shall allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law at reasonable times:

- A.** To enter upon the Permittee's premises where a discharge is located or where any records shall be kept under the terms and conditions of this Permit.
- B.** To have access to, and copy at reasonable cost and at reasonable times, any records that shall be kept under the terms of the Permit.
- C.** To inspect at reasonable times any monitoring equipment or method of monitoring required in the Permit.
- D.** To inspect at reasonable times any collection, treatment, pollution management, or discharge facilities.
- E.** To sample at reasonable times any discharge of pollutants.

## **G6. DUTY TO MITIGATE**

The Permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this Permit which has a reasonable likelihood of adversely affecting human health or the environment.

## **G7. PROPERTY RIGHTS**

This Permit does not convey any property rights of any sort, or any exclusive privilege.

## **G8. COMPLIANCE WITH OTHER LAWS AND STATUTES**

Nothing in the Permit shall be construed as excusing the Permittee from compliance with any other applicable federal, state, or local statutes, ordinances, or regulations.

## **G9. MONITORING**

### **A. Representative Sampling**

Samples and measurements taken to meet the requirements of this Permit shall be representative of the volume and nature of the monitored discharge, including representative sampling of any unusual discharge or discharge condition, including bypasses, upsets, and maintenance-related conditions affecting effluent quality.

### **B. Records Retention**

The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original recordings for continuous monitoring instrumentation, copies of all reports required by this Permit, and records of all data used to complete the application for this Permit, for a period of at least five years. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by the Ecology. On request, monitoring data and analysis shall be provided to Ecology.

### **C. Recording of Results**

For each measurement or sample taken, the Permittee shall record the following information: (1) the date, exact place and time of sampling; (2) the individual who

performed the sampling or measurement; (3) the dates the analyses were performed; (4) who performed the analyses; (5) the analytical techniques or methods used; and (6) the results of all analyses.

**D. Test Procedures**

All sampling and analytical methods used to meet the monitoring requirements in this Permit shall conform to the Guidelines Establishing Test Procedures for the Analysis of Pollutants contained in 40 CFR Part 136, unless otherwise specified in this Permit or approved in writing by Ecology.

**E. Flow Measurement**

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted industry standard for that type of device. Frequency of calibration shall be in conformance with manufacturer's recommendations or at a minimum frequency of at least one calibration per year. Calibration records should be maintained for a minimum of three years.

**F. Lab Accreditation**

All monitoring data, except for flow, temperature, conductivity, pH, total residual chlorine, and other exceptions approved by Ecology, shall be prepared by a laboratory registered or accredited under the provisions of, Accreditation of Environmental Laboratories, Chapter 173-50 WAC. Soils and hazardous waste data are exempted from this requirement pending accreditation of laboratories for analysis of these media by Ecology. Quick methods of field detection of pollutants including nutrients, surfactants, salinity, and other parameters are exempted from this requirement when the purpose of the sampling is identification and removal of a suspected illicit discharge.

**G. Additional Monitoring**

Ecology may establish specific monitoring requirements in addition to those contained in this Permit by administrative order or permit modification.

## **G10. REMOVED SUBSTANCES**

With the exception of decant from street waste vehicles, the Permittee shall not allow collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to be resuspended or reintroduced to the MS4 or to waters of the State. Decant from street waste vehicles resulting from cleaning stormwater facilities may be reintroduced only when other practical means are not available and only in accordance with the Street Waste Disposal Guidelines in Appendix 6. Solids generated from maintenance of the MS4 may be reclaimed, recycled, or reused when allowed by local codes and ordinances. Soils that are identified as contaminated pursuant to Chapter 173-350 WAC shall be disposed at a qualified solid waste disposal facility (see Appendix 6).

## **G11. SEVERABILITY**

The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit shall not be affected thereby.

## **G12. REVOCATION OF COVERAGE**

The director may terminate coverage under this General Permit in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC. Cases where coverage may be terminated include, but are not limited to the following:

- A. Violation of any term or condition of this general permit;
- B. Obtaining coverage under this general permit by misrepresentation or failure to disclose fully all relevant facts;
- C. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge;
- D. A determination that the permitted activity endangers human health or the environment, or contributes significantly to water quality standards violations;
- E. Failure or refusal of the Permittee to allow entry as required in Chapter 90.48.090 RCW;
- F. Nonpayment of permit fees assessed pursuant to Chapter 90.48.465 RCW;

Revocation of coverage under this general permit may be initiated by Ecology or requested by any interested person.

## **G13. TRANSFER OF COVERAGE**

The director may require any discharger authorized by this General Permit to apply for and obtain an individual permit in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC.

## **G14. GENERAL PERMIT MODIFICATION AND REVOCATION**

This General Permit may be modified, revoked and reissued, or terminated in accordance with the provisions of WAC 173-226-230. Grounds for modification, revocation and reissuance, or termination include, but are not limited to the following:

- A. A change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this General Permit;
- B. Effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this General Permit;
- C. A water quality management plan containing requirements applicable to the category of dischargers covered under this General Permit is approved; or
- D. Information is obtained which indicates that cumulative effects on the environment from dischargers covered under this General Permit are unacceptable.
- E. Changes in state law that reference this Permit.

## **G15. REPORTING A CAUSE FOR MODIFICATION OR REVOCATION**

A Permittee who knows or has reason to believe that any activity has occurred or will occur which would constitute cause for modification or revocation and reissuance under General Condition G12, G14, or 40 CFR 122.62 must report such plans, or such information, to Ecology so that a decision can be made on whether action to modify, or revoke and reissue this Permit will be



required. Ecology may then require submission of a new or amended application. Submission of such application does not relieve the Permittee of the duty to comply with this Permit until it is modified or reissued.

#### **G16. APPEALS**

- A.** The terms and conditions of this General Permit, as they apply to the appropriate class of dischargers, are subject to appeal within thirty days of issuance of this General Permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.
- B.** The terms and conditions of this General Permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within thirty days of the effective date of coverage of that discharger. Consideration of an appeal of General Permit coverage of an individual discharger is limited to the General Permit's applicability or nonapplicability to that individual discharger.
- C.** The appeal of General Permit coverage of an individual discharger does not affect any other dischargers covered under this General Permit. If the terms and conditions of this General Permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits.
- D.** Modifications of this Permit are appealable in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC.

#### **G17. PENALTIES**

40 CFR 122.41(a)(2) and (3), 40 CFR 122.41(j)(5), and 40 CFR 122.41(k)(2) are hereby incorporated into this Permit by reference.

#### **G18. DUTY TO REAPPLY**

The Permittee shall apply for permit renewal at least 180 days prior to the specified expiration date of this Permit.

#### **G19. Certification and Signature**

All formal submittals to Ecology shall be signed and certified.

- A.** All permit applications shall be signed by either a principal executive officer or ranking elected official.
- B.** All formal submittals required by this Permit shall be signed by a person described, above, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
  - 1. The authorization is made in writing by a person described, above, and submitted to Ecology, and
  - 2. The authorization specifies either an individual or a position having responsibility for the overall development and implementation of the stormwater management program. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)

- C. Changes to authorization. If an authorization under condition G19.B.2 is no longer accurate because a different individual or position has responsibility for the overall development and implementation of the stormwater management program, a new authorization satisfying the requirements of condition G19.B.2 must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Certification. Any person signing a formal submittal under this Permit shall make the following certification:

“I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that Qualified Personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for willful violations.”

### G20. Non-compliance notification

In the event a Permittee is unable to comply with any of the terms and conditions of this Permit, the Permittee must:

- A. Notify Ecology of the failure to comply with the permit terms and conditions in writing within 30 days of becoming aware that the non-compliance has occurred. The written notification must include all of the following:
  1. A description of the non-compliance, including dates.
  2. Beginning and end dates of the non-compliance, and if the compliance has not been corrected, the anticipated date of correction.
  3. Steps taken or planned to reduce, eliminate, or prevent reoccurrence of the non-compliance.
- B. Take appropriate action to stop or correct the condition of non-compliance.

### G21. UPSETS

Permittees must meet the conditions of 40 CFR 122.41(n) regarding “Upsets.” The conditions are as follows:

- A. **Definition.** “Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. **Effect of an upset.** An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (C) of this condition are met. Any determination made during administrative

review of claims that noncompliance was caused by upset, and before an action for noncompliance, will not constitute final administrative action subject to judicial review.

- C. *Conditions necessary for demonstration of upset.*** A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
1. An upset occurred and that the Permittee can identify the cause(s) of the upset;
  2. The permitted facility was at the time being properly operated; and
  3. The Permittee submitted notice of the upset as required in 40 CFR 122.41(l)(6)(ii)(B) (24-hour notice of noncompliance).
  4. The Permittee complied with any remedial measures required under 40 CFR 122.41(d) (Duty to Mitigate).
- D. *Burden of proof.*** In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

## DEFINITIONS AND ACRONYMS

This Section includes definitions for terms used in the body of the Permit and in all the appendices except Appendix 1. Terms defined in Appendix 1 are necessary to implement requirements related to Appendix 1.

**40 CFR** means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**AKART** means All Known, Available, and Reasonable methods of prevention, control and Treatment. See also State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

**All Known, Available and Reasonable Methods of Prevention, Control and Treatment (AKART)** refers to the State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

**Applicable TMDL** means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

**Beneficial Uses** means uses of waters of the State, which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the State.

**Best Management Practices** are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

**BMP** means Best Management Practice.

**Bypass** means the diversion of stormwater from any portion of a stormwater treatment facility.

**Circuit** means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

**Component or Program Component** means an element of the Stormwater Management Program listed in S5 - *Stormwater Management Program for Cities, Towns, and Counties*, or S6 – *Stormwater Management Program for Secondary Permittees*, or S7 – *Compliance with Total Maximum Daily Load Requirements*, or S8 – *Monitoring and Assessment*, of this Permit.

**Community-based social marketing** is a social marketing methodology. It employs a systematic approach intended to change the behavior of communities to reduce their impact on the environment. Realizing that providing information is usually not sufficient to initiate behavior change, community-based social marketing uses tools and findings from social psychology to discover the perceived barriers to behavior change and ways of overcoming these barriers.

**Conveyance System** means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

**Co-Permittee** means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this Permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1).

**CWA** means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 *et seq.*).

**Director** means the Director of the Washington State Department of Ecology, or an authorized representative.

**Discharge Point** means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

**Entity** means a governmental body, or a public or private organization.

**EPA** means the U.S. Environmental Protection Agency.

**Fully Stabilized** means the establishment of a permanent vegetative cover, or equivalent permanent stabilization measures (such as riprap, gabions or geotextiles) which prevents erosion.

**General Permit** means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

**Groundwater** means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to Chapter 173-200 WAC.

**Hazardous Substance** means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

**Heavy Equipment Maintenance or Storage Yard** means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

**Highway** means a main public road connecting towns and cities.

**Hydraulically Near** means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

**Hyperchlorinated** means water that contains more than 10 mg/Liter chlorine.

**Illicit Connection** means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

**Illicit Discharge** means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3).

**Impervious Surface** means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

**Land Disturbing Activity** means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

**LID** means Low Impact Development.

**LID BMP** means Low Impact Development Best Management Practices.

**LID Principles** means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

**Low Impact Development (LID)** means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

**Low Impact Development Best Management Practices (LID BMP)** means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

**Material Storage Facilities** means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

**Maximum Extent Practicable** refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

**MEP** means Maximum Extent Practicable.

**MS4** means Municipal Separate Storm Sewer System.

**Municipal Separate Storm Sewer System** means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

**National Pollutant Discharge Elimination System** means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

**Native Vegetation** means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

**New Development** means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in Chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

**New Permittee** means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to July 1, 2019.

**New Secondary Permittee** means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to July 1, 2019.

**NOI** means Notice of Intent.

**Notice of Intent (NOI)** means the application for, or a request for coverage under, a General Permit pursuant to WAC 173-226-200.

**Notice of Intent for Construction Activity** means the application form for coverage under the *Construction Stormwater General Permit*.

**Notice of Intent for Industrial Activity** means the application form for coverage under the *Industrial Stormwater General Permit*.

**NPDES** means National Pollutant Discharge Elimination System.

**Outfall** means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

**Overburdened Community** means minority, low-income, tribal, or indigenous populations or geographic locations in Washington State that potentially experience disproportionate environmental harms and risks. This disproportionality can be as a result of greater vulnerability to environmental hazards, lack of opportunity for public participation, or other factors. Increased vulnerability may be attributable to an accumulation of negative or lack of positive environmental, health, economic, or social conditions within these populations or places. The term describes situations where multiple factors, including both environmental and socio-economic stressors, may act cumulatively to affect health and the environment and contribute to persistent environmental health disparities.

**Permittee** unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

**Physically Interconnected** means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

**Project site** means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

**QAPP** means Quality Assurance Project Plan.

**Qualified Personnel** means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

**Quality Assurance Project Plan** means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

**RCW** means the Revised Code of Washington State.

**Receiving Waterbody or Receiving Waters** means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or groundwater, to which a MS4 discharges.

**Redevelopment** means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

**Regulated Small Municipal Separate Storm Sewer System** means a Municipal Separate Storm Sewer System which is automatically designated for inclusion in the Phase II stormwater permitting program by



its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

**Runoff** is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “**Stormwater**.”

**SAM** means Stormwater Action Monitoring

**Secondary Permittee** is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

**Sediment/Erosion-Sensitive Feature** means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

**Shared Water Bodies** means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

**Significant Contributor** means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

**Small Municipal Separate Storm Sewer System** means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

**Source Control BMP** means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The SWMMWW separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

**Stormwater** means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

**Stormwater Action Monitoring (SAM)** is the regional stormwater monitoring program for Western Washington. This means, for all of Western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and source identification projects. The priorities and scope for SAM are set by a formal stakeholder group that selects the studies and oversees the program’s administration.

**Stormwater Associated with Industrial and Construction Activity** means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

**Stormwater facility retrofits** means both: projects that retrofit existing treatment and/or flow control facilities; and new flow control or treatment facilities or BMPs that will address impacts from existing development.

**Stormwater Management Program (SWMP)** means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns, and counties) or S6 (for Secondary Permittees) of this Permit and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with TMDL Requirements*, and S8– *Monitoring and Assessment*.

**Stormwater Treatment and Flow Control BMPs/Facilities** means detention facilities, permanent treatment BMPs/facilities; and bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

**Surface Waters** includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the State of Washington.

**SWMMWW or Stormwater Management Manual for Western Washington** means *Stormwater Management Manual for Western Washington (2019)*.

**SWMP** means Stormwater Management Program.

**TMDL** means Total Maximum Daily Load.

**Total Maximum Daily Load (TMDL)** means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs.

**Tributary Conveyance** means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

**UGA** means Urban Growth Area.

**Urban Growth Area (UGA)** means those areas designated by a county pursuant to RCW 36.70A.110.

**Urbanized Area** is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

**Vehicle Maintenance or Storage Facility** means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

**Water Quality Standards** means Surface Water Quality Standards, Chapter 173-201A WAC, Groundwater Quality Standards, Chapter 173-200 WAC, and Sediment Management Standards, Chapter 173-204 WAC.

**Waters of the State** includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in

Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

**Waters of the United States** refers to the definition in 40 CFR 122.2.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SHELTON  
AND THE MASON CONSERVATION DISTRICT**

This Interlocal Agreement (this "Agreement") is entered into by and between the City of Shelton (the "City") and the Mason Conservation District (the "MCD").

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the City and the MCD are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, the MCD is authorized to "conduct educational and demonstrational projects" related to renewable natural resources conservation and to carry out preventative and control projects, including engineering operations, for renewable natural resources conservation; and

WHEREAS, RCW 89.08.220(4) specifically authorized the MCD to "cooperate or enter into agreements with, and . . . to furnish financial or other aid to any agency, governmental or otherwise, . . . in the carrying on of preventive and control measures and works of improvement for the conservation of renewable natural resources within the district"; and

WHEREAS, the City carries out a variety of projects and activities that may implicate renewable natural resources conservation; and

WHEREAS, the City and the MCD desire to enter into an agreement in order for the MCD to provide environmental and engineering support to the City on an as-needed basis for such projects and activities, as authorized by RCW 89.08.220.

NOW, THEREFORE, the City and the MCD mutually agree as follows:

**1) Scope of Work**

The MCD shall, on an as-needed basis, provide environmental and engineering services to the City as authorized by RCW 89.08.220 and as deemed appropriate by the parties.

Specific projects and services shall be documented by a supplemental memorandum at the time of project inception. When such a supplemental memorandum is signed by authorized representatives of both the City and the MCD, it shall be incorporated into this agreement by this reference.

The City will reimburse the MCD for those allowable costs, which may include labor, travel, and materials, that are budgeted and approved by the City Commission.

**2) Payment**

The MCD shall submit any requests for payment to the City no more frequently than once per month, except that a "year-end" billing shall be presented during the first week of January of each year for all activities occurring through and including December 31 of the prior year. Within thirty (30) days after receipt of a request for payment, the City shall pay the full amount billed or withhold a portion thereof and provide the MCD written notice specifying the total amount withheld and the ground(s) for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).

### **3) Effective Date, Duration, and Termination**

This agreement shall be effective when both parties have duly executed it. Prior to its entry into force, this agreement must be filed with the Mason County Auditor or, alternatively, listed by subject on the MCD's or the City's website or other electronically retrievable public source.

This agreement shall automatically renew annually unless terminated by either party. Termination of this agreement by either party may be accomplished on thirty (30) days' written notice to the other party.

### **4) Compliance with Legal Requirements**

Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to professional services. In the event that the MCD contracts for professional services with any person other than an MCD employee and those professional services will be utilized to satisfy the MCD's obligations under this agreement, the MCD shall notify the City and shall comply with the requirements of chapter 39.80 RCW.

### **5) Relationship of the Parties**

No agent, employee, or representative of the MCD shall be deemed to be an agent, employee, or representative of the City for any purpose, and the employees of the MCD are not entitled to any of the benefits the City provides to City employees, and vice versa.

### **6) Insurance**

The City is a self-insured governmental entity pursuant to the laws of the state of Washington. The City maintains property, premises, and joint general liability insurance through the Washington Cities Insurance Authority. The City certifies that it maintains property, premises liability, and general liability insurance in excess of \$2,000,000.00, including for the acts or omissions of its officers, employees, and representatives for the type and scope of work contemplated herein by its officers, employees, volunteers and agents.

The MCD hereby certifies that it maintains property, premises liability, and general liability insurance up to \$1,000,000.00 per incident, including for the acts or omissions of its officers, employees, and representatives, through a qualified insurance carrier.



Either party may request proof of insurance on request from the other party.

**7) Hold Harmless**

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, agents, and employees.

**8) Governing Law and Venue**

The parties agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this agreement. The parties agree that venue for any action arising from or relating to this agreement shall lie in Mason County Superior Court.

**9) Representatives**

The MCD:

John Bolender, District Manager  
450 W Business Park RD  
Shelton, WA 98584  
360-427-9436 x121  
jbolender@masoncd.org

The City:

Michael Michael, City Engineer  
525 W Cota St  
Shelton, WA 98584  
360-432-5125  
mmichael@ci.shelton.wa.us

.....

CITY OF SHELTON

Approved by:

Gary H. Counce

DATE: Feb 25<sup>th</sup>, 2014

.....

MASON CONSERVATION DISTRICT

Approved by:



David Mackey, Board Chair

DATE: \_\_\_\_\_



# SHELTON NPDES STORMWATER PERMIT OUTREACH AND EDUCATION PLAN

City Council Study Session  
November 9<sup>th</sup>, 2021



# SCOPE OF WORK

- Build General Awareness of Local Water Quality – general public and youth
- Focus annually on Best Management Practices to Change Behavior – tree retention/natural landscaping
- Implement Methods to Evaluate Effectiveness of Behavior Change Efforts
- Promote Opportunities for Shelton residents to get involved in stewardship activities and the decision making process





# TREE RETENTION AND TREE PLANTING

## Behavior Change Metrics:

- Baseline of Trees Planted in Prior Events
- Number of Tree Planting Events
- Number of Trees Planted
- Number of Tree Applicants
- Number of Student Surveys





# NATURAL YARD CARE

## Behavior Change Metrics:

- Number of Residents Participating in Prior Native Plant Sales
- Native and Natural Landscape Campaign – Feature New Plant Selection in Plant Sales
- Number of Residents Participating Post Campaign





# COMMUNITY-BASED SOCIAL MARKETING

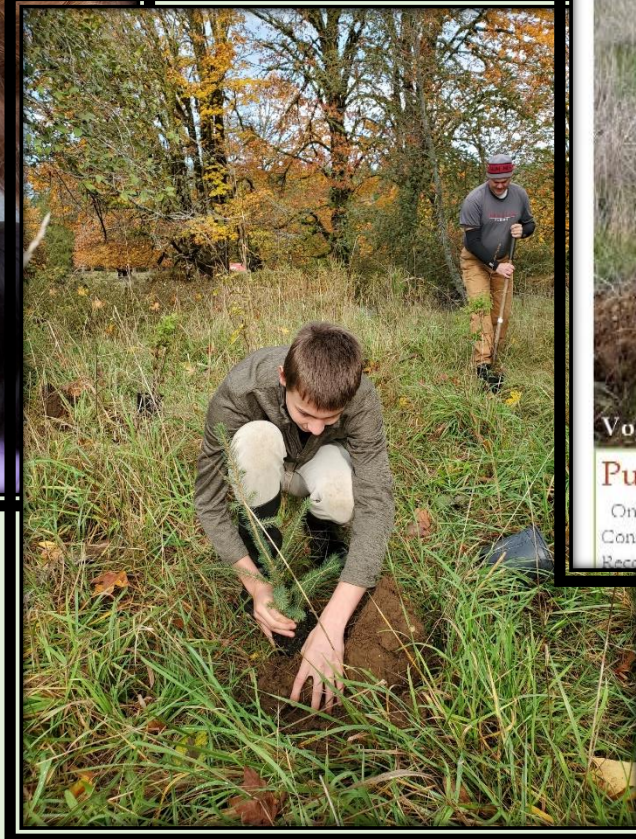
## Five Steps:

1. Select Behavior to Change
2. ID barriers/benefits to Behavior
3. Strategy to Reduce Barriers/Increase Benefits
4. Pilot the Strategy
5. Monitor Strategy Effectiveness





# OPPORTUNITIES TO PARTICIPATE



Instagram



# OTHER MCD STORMWATER PROJECTS



Projects funded wholly or in part by the United States Environmental Protection Agency under assistance Agreement PC-01J18101 to Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.



# SEVEN RAIN GARDENS IN MT. VIEW NEIGHBORHOOD





# DE-PAVING & RE-VEGETATION AT TMBHO CENTER



Planting Plan - Depave Project  
THURSTON MASON BEHAVIORAL HEALTH ORG



Location	Plant	Number	Spacing
1	Tall Oregon Grape	12	2
2	Tall Oregon Grape	10	2
3	Rhododendron macrophyllum- Pacific Rhododendron	1	0
4	safari-goldstrike-yellow-conebush	1	0
5	safari-goldstrike-yellow-conebush	1	0
6	Juniperus scopulorum rocky mountain juniper	1	0
7	Juniperus scopulorum rocky mountain juniper	3	3
8	Pinus contorta contorta- Shore Pine	1	0
9	Pinus contorta contorta- Shore Pine	1	0
10	winter-bee-spanish-lavender	3	3
11	Juniperus chinensis 'Sea Green'	1	0
12	Juniperus chinensis 'Hetzi Columnaris'	1	0
13	Pacific Wax Myrtle	1	0
14	Pinus contorta contorta- Shore Pine	1	0
15	bush honeysuckle (Diervilla rivularis)	12	3
16	Picea orientalis	1	0
17	Quercus chrysolepis - canyon live oak	1	0



# BUDGET & SCHEDULE

<i>Task</i>	<i>Dates</i>	<i>Costs</i>
<i>Implement an Education and Outreach Program Building General Awareness Based On Local Water Quality Information And A Selected Target Audience.</i>	<i>Dec 2021 – Jan 2022</i> <i>Dec 2022 – Jan 2023</i> <i>Dec 2023 – Jan 2024</i>	<i>\$7,788.99</i>
<i>Select [at a minimum] One Target Audience and One Best Management Practice (BMP) to Focus on for Behavior Change (including Native Tree Voucher events up to \$3,000)</i>	<div> <div> <i>Dec 2021 – May 2022</i>  <i>Dec 2022 – May 2023</i>  <i>Dec 2023 – May 2024</i> </div> <div> <i>Tree Events</i> </div> </div> <div> <div> <i>Feb 2022 – Feb 2023</i>  <i>Feb 2023 – Feb 2024</i> </div> <div> <i>Natural Yard Campaign</i> </div> </div>	<i>\$15,403.99</i>
<i>Conduct an Evaluation of the effectiveness of the Behavior Change Campaign in their Permit Efforts</i>	<i>Jun 2022, 2023, 2024</i> <i>(evaluate tree events)</i>  <i>Mar 2023, 2024</i> <i>(evaluate Natural Yard campaign)</i>	<i>\$2,859.45</i>
<i>Follow Social Marketing Practices and Methods, Similar To Community Based Social Marketing to Develop a Behavior Change Program That Is Tailored To Shelton</i>	<i>Dec 2021 – Jan 2022</i> <i>Dec 2022 – Jan 2023</i> <i>Dec 2023 – Jan 2024</i>	<i>\$10,442.08</i>
<i>Provide and Advertise Stewardship Opportunities and/or Partner With Existing Organizations to Encourage Residents To Participate In Activities or Events Planned and Organized Within The Community.</i>	<i>Dec 2021 – July 2024 (continuous)</i>	<i>\$2,112.66</i>
<i>Public Involvement and Participation</i>	<i>Dec 2021 – July 2024 (continuous)</i>	<i>\$3,521.10</i>
<i>Project Management</i>	<i>Dec 2021 – July 2024 (continuous)</i>	<i>\$5,980.92</i>
<b>CONTRACT TOTAL</b>		<b><i>\$48,109.19</i></b>



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F6)

Touch Date: 11/09/2021  
Brief Date: 12/07/2021  
Action Date: 01/04/2022

Department: Public Works  
Presented By: Ken Gill

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Park Street Overlay Project Final  
Acceptance

☐

Ordinance

☒ Dept. Head

JOH

☒

Resolution

☐ Finance Director

#### ATTACHMENTS:

☐ Attorney

- Resolution No. 1214-1021
- PowerPoint Presentation

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

On June 23, 2021, using the Municipal Research and Services Center (MRSC) Small Works Roster, City Staff distributed an Invitation to Bid (ITB) for construction of the Park Street Overlay Project. Six responsive bids were opened on June 23, 2021 and on July 20, 2021, City Council approved a Contract with Granite Construction Company for their low bid of \$263,511.25.

Construction of the project commenced September 7<sup>th</sup> and on September 23<sup>rd</sup>, a Change Order was approved for additional paving on 14<sup>th</sup> Street.

The project was deemed Substantially Complete on October 13<sup>th</sup> and achieved Physical Completion on October 18, 2021.

The overall quantities of various bid items used (largely HMA) was less than anticipated which resulted in a total reduction in Contract price of \$25,742.28. The final amount to be paid to the Contractor, after retainage, will be \$237,768.97.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

The adopted 2021 budget allowed for \$540,000 to be expended on street maintenance activities. The Contract amount awarded was \$263,511.25. The final amount to be paid to the Contractor, after retainage, will be \$237,768.97.

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

Staff requests a reading of Resolution No. 1214-1021 and: *"I move to adopt Resolution No. 1214-1021 as presented"*.

**RESOLUTION NO. 1214-1021**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
ACCEPTING THE PARK STREET OVERLAY PROJECT AS FINAL AND COMPLETE**

**WHEREAS**, a Contract for the Park Street Overlay Project was awarded to Granite Construction in the amount of \$263,511.25 on July 20, 2021, following a competitive bidding process through the City of Shelton Small Works Roster; and

**WHEREAS**, construction of the project commenced September 7, 2021; and

**WHEREAS**, on September 23, 2021, the Contractor, Project Engineer, and City Engineer approved a Change Order increasing the Contract by an estimated \$9,975 for additional paving on 14<sup>th</sup> Street; and

**WHEREAS**, the project was deemed Substantially Complete on October 13, 2021 and achieved Physical Completion on October 18, 2021; and

**WHEREAS**, the overall quantity of HMA used was less than anticipated; and

**WHEREAS**, the final amount paid to the Contractor, after retainage, will be \$237,768.97; and

**WHEREAS**, all documentation required by the Contract and required by law for final acceptance of the project has been furnished by the Contractor.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton that the Park Street Overlay Project is accepted as final and complete.

**INTRODUCED** on the 7<sup>th</sup> day of December 2021 and **PASSED** by the City Council at its regular meeting held on this 4<sup>th</sup> day of January 2022.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk Nault

# **PARK STREET GRIND & OVERLAY**

December 7, 2021

# SCOPE OF WORK

- ▣ Grind to remove cracked asphalt from 1<sup>st</sup> to 7<sup>th</sup> Street on Park Street
- ▣ Installed asphalt reinforcement and placed 3 inches of asphalt
- ▣ City crews placed/graded crushed rock on 14<sup>th</sup> St from Holly to Bayview
- ▣ Granite placed 2 inches of asphalt on 14<sup>th</sup> Street

















































## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F7)

Touch Date: 11/08/2021  
Brief Date: 12/07/2021  
Action Date: 01/04/2022

Department: Public Works  
Presented By: Jay Harris

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Aspect Consulting Contract for C  
Street Landfill Environmental Cleanup  
Construction Planning

#### ATTACHMENTS:

- Resolution No 1220-1121  
- Professional Services Agreement with  
Aspect Consulting

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Under the State Model Toxics Control Act (MTCA), the Department of Ecology (ECY) mandated the closure of the City's C Street Landfill. The process initiated in 2015 when the City and ECY worked together to determine requirements and steps necessary to effectively close the landfill in accordance with the MTCA. The City then entered into a contract with Aspect Consulting (following a formal Qualification Based Selection process) to assist the City in negotiating an Agreed Order with Ecology and complete a Remedial Investigation and Feasibility Study on the landfill. Agreed Order No. DE 12929 became effective September 30, 2016 following review and approval by motion from the City Commission.

Aspect Consulting has completed the necessary work and submitted the Remedial Investigation, Feasibility Study, and draft Cleanup Action Plan (RI/FS and dCAP) to the Department of Ecology in accordance with the Agreed Order.

After several reviews between City staff, the City Attorney, Aspect Consulting, and the Department of Ecology, a new Agreed Order (Agreed Order No. DE 19541) was drafted to implement the Cleanup Action Plan and outline the remaining elements required for the landfill to reach closeout status. The new Agreed Order was accepted by Council on September 21<sup>st</sup> and is awaiting final signatures from Ecology.

Aspect Consulting has submitted a proposal to the City outlining efforts for the construction planning components for the cleanup action that are outlined in Agreed Order No. DE 19541, pending final execution of the Agreed Order between the City and Ecology.

The elements included in the proposal consist of:

- Preparation of a Draft Engineering Design Report (EDR), to include 90% construction plans and specifications, and a draft Compliance Monitoring Plan (CMP).
- Preparation of a Draft Inspection, Monitoring, and Maintenance Plan.
- Preparation of a Final EDR, including 100% construction plans and specifications and final CMP.

Typically, utilizing a consultant to complete this effort requires the City to follow a formal Qualifications Based Selection process in order to determine which consultant is the most knowledgeable and qualified to complete

the project. Since Aspect Consulting has successfully worked on the C Street Landfill Project since 2015, there is no other consulting firm that has more knowledge and history of the site and its requirements and completing the formal RFQ process would unnecessarily utilize valuable staff time and funding needed for the project.

ANALYSIS/OPTIONS/ALTERNATIVES:

Having a consultant complete the Environmental Cleanup Construction Planning (design) effort is a necessary step to fulfilling the requirements of the Agreed Order and closing out the landfill.

BUDGET/FISCAL INFORMATION:

In 2015, the City was awarded a Toxics Cleanup Oversight Remedial Action Grant from the Department of Ecology that has a 25% City Match; \$815,000 ECY share and \$271,666.67 City share (paid out of the Solid Waste Fund), for a total amount of \$1,086,666.67. The ECY Grant has paid for the activities completed thus far, with approximately \$500,000 in State funds remaining, which will be enough to complete design and initiate construction of the site. In 2021, the City was awarded an additional \$1.2 million ECY Grant; \$900,000 in State funds and \$300,000 City funds as the 25% City match. A Funding Agreement for the new grant will not be drafted until all funds in the current grant have been expended.

This Contract with Aspect Consulting for Environmental Cleanup Construction Planning (design), is anticipated to expend \$75,791, as detailed in Exhibit A, Table 1 of the attached Contract.

PUBLIC INFORMATION REQUIREMENTS:

Additional information can be obtained from the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff requests a reading of Resolution No. 1220-1121 and: *"I move to adopt Resolution No. 1220-1121 as presented"*.

**RESOLUTION NO. 1220-1121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH ASPECT CONSULTING, LLC FOR ENVIRONMENTAL CLEANUP CONSTRUCTION PLANNING FOR THE C STREET LANDFILL**

**WHEREAS**, in 2015, following a formal Qualifications Based Selection process, the City Commission awarded a Contract with Aspect Consulting, LLC to assist the City in negotiating an Agreed Order (No. DE 12929) with the Department of Ecology, assist with grant application technical preparation, and completing and drafting a Remedial Investigation and Feasibility Study, as the first steps to closing the C Street Landfill; and

**WHEREAS**, the Remedial Investigation and Feasibility Study has been completed and a draft Cleanup Action Plan has been prepared and submitted to the Department of Ecology; and

**WHEREAS**, the Department of Ecology has drafted a new Agreed Order, No DE 19541, to implement the Cleanup Action Plan and outline the remaining elements required for the landfill to reach closeout status; and

**WHEREAS**, a new Professional Services Contract needs to be awarded for the construction planning components that are outlined in the new Agreed Order, as well as preparation of final construction plans and specifications needed to commence construction; and

**WHEREAS**, Aspect Consulting, LLC has successfully worked on the C Street Landfill Closure Project since 2015; and

**WHEREAS**, no other consulting firm would have the knowledge and history of the site that Aspect Consulting has; and

**WHEREAS**, it would be in the best interest of the City to continue to have Aspect Consulting, LLC working on the project and complete the remaining elements needed to start cleanup construction of the site.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton that the City Manager is authorized to sign the Professional Services Contract with Aspect Consulting, LLC for Environmental Cleanup Construction Planning for the C Street Landfill.

Passed by the City Council at its regular meeting held on the 4th day of January 2022.

---

Mayor

ATTEST:

---

City Clerk Nault

## CONTRACT FOR SERVICES

### City of Shelton and Aspect Consulting, LLC

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and Aspect Consulting, LLC, ("the Consultant"), whose principal office is located at 350 Madison Avenue N, Bainbridge Island, WA 98110.

WHEREAS, the City has determined the need to have engineering services performed for the **C Street Landfill Environmental Cleanup Construction Planning**; and

WHEREAS, Aspect Consulting was previously selected as the most qualified firm for the Remedial Investigation and Feasibility Study of the C Street Landfill, through a formal RFQ process; and

WHEREAS, Aspect Consulting is the most qualified firm to complete the Environmental Cleanup Construction Planning (design) efforts, given their experience and knowledge of the project to date; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to the following terms and conditions.

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform services, as described on **Exhibit "A"** attached hereto and incorporated herein by this reference as if fully set forth in this contract.
2. **Compliance with Applicable Industry Standards, Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state and local laws applicable to the performance of such services. It is the Consultant's responsibility to identify and comply with such laws, including but not limited to Washington's laws against discrimination; Washington's Industrial Safety and Health Act and associated regulations; Washington's Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
3. **Registration, Licensing and Bonding.** Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this Agreement, and has provided or will provide written evidence of the same to the City upon execution of this Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).
4. **Time Devoted.** The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without

decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.

5. **Provisions of Facilities, Equipment, Personnel.** The Consultant shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
6. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within thirty (30) days of receipt of an approvable invoice as well as the form shown on **Exhibit "B"**, titled, *Billing Voucher*, attached hereto and incorporated herein by this reference.

The Consultant shall provide engineering services for this project at a cost not to exceed **\$75,791**, as detailed in Table 1 of Exhibit "A".

The Consultant shall complete and return **Exhibit "C"**, Tax Identification Number, to the City prior to or along with the first billing voucher submittal. The Consultant is required to have a City Business license and no payment will be made until one is obtained.

7. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services which are described in **Exhibit "A"**, attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the City's approval, shall be compensated on the same terms of this contract as previously stated, or in a manner mutually agreed upon by both parties.
8. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending **December 31, 2022**, unless sooner terminated under the provisions hereinafter specified. This contract may be amended to extend the expiration date until completion of work authorized under this Agreement.
9. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended.
10. **Independent Consultant.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll

deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

In accordance with Shelton Municipal Code, for the privilege of accepting or executing a contract with the City of Shelton, irrespective of whether goods or services are delivered within or outside the city, or whether the person's office is within or outside the city, the consultant is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.060.

**11. Indemnification / Hold Harmless**

Consultant shall defend, indemnify, and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**B. No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,



stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

**D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**E. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**H. Notice of Cancellation**

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the

Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**J. Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**12. Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**13. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

**14. Termination.** This Agreement may at any time be terminated for any reason by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

**15. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.

**16. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

17. **Entire Agreement.** This Agreement and Exhibits A, B, & C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.

18. **Notices.** The designated project representative for the City of Shelton is:

**Brooke Kilts**  
**Public Works Administrative Manager**  
City of Shelton  
525 West Cota Street  
Shelton, Washington 98584  
Phone number: (360) 545-2317  
Email: brooke.kilts@sheltonwa.gov

Notices to the City shall be sent to the address noted above.

The designated project representative for the Consultant is Carla Brock. Notices to the Consultant shall be sent to the following address:

**Carla Brock, LHG**  
Senior Associate Geologist  
Aspect Consulting, LLC  
Street  
City, State Zip  
Phone number: (206) 838-6593  
Email: cbrock@aspectconsulting.com

19. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

20. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in **Exhibit "A."** In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project.

21. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.

CONTRACT SIGNATURES

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF SHELTON

ASPECT CONSULTING

By: \_\_\_\_\_  
Jeff Niten, City Manager

By: \_\_\_\_\_  
Signature

Printed Name and Title:  
\_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
City Clerk (or witness to signature)



## EXHIBIT A

September 9, 2021

Mr. Jay Harris  
Public Works Director, City of Shelton  
525 W. Cota Street  
Shelton, Washington 98584

**Re: Proposal for Environmental Cleanup Construction Planning  
C Street Landfill, Shelton, Washington**  
Project No. 150074-B

Dear Jay:

Aspect Consulting, LLC (Aspect) has prepared this proposal to present the scope of work and cost estimate for the construction planning components for the cleanup action that are outlined in Agreed Order No. DE 19541 (Agreed Order) that is pending execution between the City of Shelton (City) and the Washington State Department of Ecology (Ecology) for the Shelton C Street Landfill. This cost estimate includes:

- Preparation of a Draft Engineering Design Report (EDR), to include 90% construction plans and specifications, and a draft Compliance Monitoring Plan (CMP).
- Preparation of a Draft Inspection, Monitoring, and Maintenance Plan.
- Preparation of a Final EDR, including 100% construction plans and specifications and final CMP.

A brief description of the scope of work for each task is provided below, along with assumptions relied upon to develop the cost estimate provided in Table 1.

### **Task 1: Project Management and Quarterly Reporting**

This task includes an estimated level of effort to complete project management over an 8-month period, which is anticipated to be necessary to complete the work outlined in this document. The work includes project team meetings and communications, preparation of quarterly progress reports, and monthly invoicing and budget management. This task also includes time for meetings, conference calls, and coordination with representatives of the City and Ecology, to discuss the details of the deliverables described in Tasks 2 and 3.

### **Task 2: Engineering Design Report Preparation**

This task includes preparation of the draft and final EDR, in accordance with the Agreed Order, that will describe the engineering concepts, design criteria, and operation parameters used for design of the cleanup action. The EDR will be prepared to describe the details for the selected cleanup remedy described in the Draft Cleanup Action Plan. The draft EDR will provide assumptions and calculations for the construction of the soil cap and specifications for the signage and physical barriers. It will outline a schedule for final design and construction, a general description of construction testing to demonstrate adequate quality control, a general description of the compliance monitoring that will be performed, and a draft environmental restrictive covenant. The draft EDR will include 90% construction plans and specifications prepared in conformance with



currently accepted engineering practices and techniques, and a draft CMP describing monitoring to be performed to meet the requirements of WAC 173-340-410 and 173-340-820. The draft EDR will be submitted to Ecology for review. Ecology's comments will be incorporated into the Final EDR, to include 100% construction plans and final CMP. The cost estimate assumes preparation of a client-review draft and a single round of comments from the City prior to submittal to Ecology, and a single round of Ecology review comments prior to preparation of the Final EDR.

### **Task 3: Draft Inspection, Monitoring, and Maintenance Plan Preparation**

This task includes preparation of the Draft Inspection, Monitoring, and Maintenance Plan (IM&M Plan). The IM&M Plan will present technical guidance and regulatory requirements for the long-term inspection, maintenance, and monitoring of the cleanup action. The IM&M Plan will provide details and specifications for compliance groundwater monitoring and sampling and inspection, maintenance and repair of the soil cap and landfill cover, signage, and physical barriers. This task consists of preparation of the draft IM&M Plan for submittal to Ecology. A final IM&M Plan, revised to incorporate Ecology's comments and details of the construction of the cap, will be prepared under a future task. The cost estimate assumes that the draft IM&M Plan will undergo a single round of review comments by each of the client and then Ecology prior to preparation of the final version.

### **Schedule and Estimated Cost**

The cost to complete the scope of work described herein is estimated to be approximately \$75,791. A detailed summary of the estimated costs is presented in Table 1 (attached). Implementation of the scope of work described herein will commence immediately upon receipt of both your authorization to proceed and execution of the Agreed Order. Work will occur in accordance with the Schedule of Deliverables included in the Agreed Order, summarized as follows:

- Quarterly progress reports will be submitted to Ecology by the 15<sup>th</sup> of each of January, April, July, and October.
- The Draft EDR and Draft Inspection, Monitoring, and Maintenance Plan will be submitted to Ecology within 90 days from executing of the Agreed Order.
- The Final EDR will be submitted to Ecology within 30 days of receiving Ecology's review comments.

The above Services will be billed on a time and materials basis in accordance with the attached Schedule of Charges. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to the above description of Services. This cost proposal is valid for 90 days unless extended in writing by Aspect.

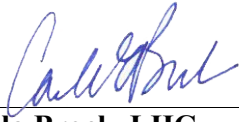


City of Shelton  
September 9, 2021

Project No. 150074-B

Sincerely,

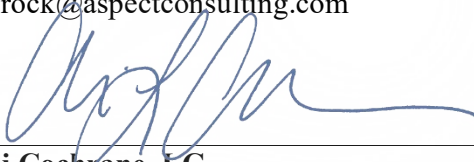
**Aspect consulting, LLC**



**Carla Brock, LHG**

Sr. Associate Geologist

cbrock@aspectconsulting.com



**Ali Cochrane, LG**

Senior Geologist

acochrane@aspectconsulting.com

Client Representative

Date

Attachments: Table 1 – Cost Estimate Detail  
Schedule of Charges

V:\150074 Shelton C Street Landfill Remediation\Contracts\Proposal Material\CC08\_20210909\_150074\_T1 to T3 Planning Services.docx

Table 1 - Cost Estimate Detail

			Task 1 Project Management & Quarterly Reporting			Task 2 - Engineering Design Report Preparation												Task 3 Draft Inspection, Monitoring, and Maintenance Plan Preparation							
						Subtask 2.1 Draft Engineering Design Report			Subtask 2.2 90% Construction Plans and Specifications			Subtask 2.3 Draft Compliance Monitoring Plan			Subtask 2.4 Revise & Produce Final										
Labor Costs																									
Description	Rate	Unit	Quantity	Cost	Notes	Quantity	Cost	Notes	Quantity	Cost	Notes	Quantity	Cost	Notes	Quantity	Cost	Notes	Quantity	Cost	Notes					
			Office Hours			Office Hours			Office Hours			Office Hours			Office Hours			Office Hours			Office Hours	Office Hours			
Principal Scientist/Engineer/Analyst 1	\$258.00	hour	2	\$ 516			\$ -			\$ -			\$ -			\$ -			\$ -						
Sr. Associate Scientist/Engineer/Analyst	\$238.00	hour	32	\$ 7,616		16	\$ 3,808		4	\$ 952		4	\$ 952		2	\$ 476		16	\$ 3,808						
Sr. Associate Scientist/Engineer/Analyst	\$238.00	hour	8	\$ 1,904		30	\$ 7,140		16	\$ 3,808		8	\$ 1,904		8	\$ 1,904		24	\$ 5,712						
Sr. Scientist/Engineer/Analyst 1	\$195.00	hour	20	\$ 3,900		8	\$ 1,560		4	\$ 780		4	\$ 780		4	\$ 780		8	\$ 1,560						
Project Scientist/Engineer/Analyst 3	\$179.00	hour	4	\$ 716		16	\$ 2,864		16	\$ 2,864		8	\$ 1,432		8	\$ 1,432		16	\$ 2,864						
GIS or CAD Technician	\$140.00	hour		\$ -		6	\$ 840		32	\$ 4,480		2	\$ 280		16	\$ 2,240		8	\$ 1,120						
Sr. Technical Editor	\$124.00	hour	4	\$ 496		6	\$ 744		4	\$ 496		4	\$ 496		4	\$ 496		4	\$ 496						
Project Coordinator 2	\$105.00	hour	8	\$ 840		2	\$ 210		1	\$ 105		1	\$ 105		1	\$ 105		2	\$ 210						
Labor Costs Subtotals			\$ 15,988			1	\$ 17,166				\$ 13,485				\$ 5,949				\$ 7,433				\$ 15,770		
Field Equipment & ODCs																									
Description	Rate	Unit	Quantity	Cost	Notes	Quantity	Cost		Quantity	Cost	Notes	Quantity	Cost	Notes	Quantity	Cost	Notes	Quantity	Cost	Notes					
				\$ -			\$ -			\$ -			\$ -			\$ -			\$ -						
Field Equipment & ODCs Subtotals			\$ -				\$ -				\$ -				\$ -				\$ -						
Subcontractor Costs																									
Description			Bid		Notes	Bid		Notes	Bid		Notes	Bid		Notes	Bid		Notes	Bid		Notes					
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -							
Subcontractor Costs Subtotals			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -							
Subtask Subtotals			\$ 15,988				\$ 17,166				\$ 13,485				\$ 5,949				\$ 7,433				\$ 15,770		

Total Cost for Task 1 \$ 15,988

Total Cost for Task 2 \$ 44,033

Total Cost for Task 3 \$ 15,770

Total Cost for Requested Authorization \$ 75,791

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

<b>PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS</b>	<b>Hourly Rate</b>
<i>Principals and Associates</i>	
<b>Principal</b> Scientist/Engineer/Analyst <b>2</b>	\$272
<b>Principal</b> Scientist/Engineer/Analyst <b>1</b>	\$258
<b>Sr. Associate</b> Scientist/Engineer/Analyst	\$238
<b>Associate</b> Scientist/Engineer/Analyst	\$223
<i>Technical Professionals</i>	
<b>Senior</b> Scientist/Engineer/Analyst <b>3</b>	\$223
<b>Senior</b> Scientist/Engineer/Analyst <b>2</b>	\$209
<b>Senior</b> Scientist/Engineer/Analyst <b>1</b>	\$195
<b>Project</b> Scientist/Engineer/Analyst <b>3</b>	\$179
<b>Project</b> Scientist/Engineer/Analyst <b>2</b>	\$166
<b>Project</b> Scientist/Engineer/Analyst <b>1</b>	\$155
<b>Staff</b> Scientist/Engineer/Analyst <b>3</b>	\$143
<b>Staff</b> Scientist/Engineer/Analyst <b>2</b>	\$129
<b>Staff</b> Scientist/Engineer/Analyst <b>1</b>	\$120
<b>PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF</b>	<b>Hourly Rate</b>
<i>Field/Construction Staff</i>	
<b>Field/Construction Supervisor</b>	\$132
Field <b>Technician 2</b>	\$108
Field <b>Technician 1</b>	\$100
<i>Design, CAD, and Graphics Staff</i>	
Engineering <b>Designer</b>	\$155
<b>Sr. CAD</b> Technician/Specialist	\$140
<b>CAD</b> Technician	\$123
<i>Technical Editing and Project Operations</i>	
<b>Sr. Technical Editor</b>	\$124
Technical <b>Editor/Project Coordinator 3</b>	\$113
Project <b>Coordinator 2</b>	\$105
Project <b>Coordinator 1</b>	\$99
<b>PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT</b>	<b>Hourly Rate</b>
<b>Sr. Technology Project Manager</b>	\$232
Technology <b>Project Manager</b>	\$215
<b>Senior</b> Software/Database Architect/ <b>Developer</b>	\$220
Software/Database Architect/ <b>Developer</b>	\$194
<b>OTHER DISBURSEMENT CHARGES</b>	
Legal Testimony (4-hour minimum)	\$350/hr
Mileage	Federal Gov Rate <b>Plus 15%</b>
Subcontractors and Miscellaneous Expenses	Cost <b>Plus 15%</b>
<b>Other equipment, rentals, and expenses will be provided on a per job basis.</b>	

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Page 12 of 14

**EXHIBIT B**

**City of Shelton  
Billing Voucher**

To: City of Shelton  
525 West Cota  
Shelton, Washington 98584  
Phone: (360) 426-9731  
FAX: (360) 426-7746

Submittal No.: \_\_\_\_\_

Consultant: \_\_\_\_\_ Telephone: (    ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Project Title: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_ (Attach Invoice)

\_\_\_\_\_  
Authorized Signature

-----

**BUDGET SUMMARY**

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Shelton contract.

-----

*For Department Use Only*

\_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

## EXHIBIT C

CITY OF SHELTON  
525 West Cota Street  
Shelton, WA 98584  
Phone: (360) 426-9731  
FAX: (360) 426-7746

### TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shelton, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

Please complete the following information request form and return it to the City of Shelton before or along the submittal of the first billing voucher.

Please check the appropriate category:

☐ Corporation      ☐ Partnership      ☐ Government Agency  
☐ Individual/Proprietor      ☐ Other (please explain)

Tax Identification #: \_\_\_\_\_

UBI #: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Business e-mail: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (required)

\_\_\_\_\_  
Date