



Shelton City Council
Meeting Agenda
December 5, 2023 at 6:00 p.m.
Civic Center & Virtual Platform

A. Call to Order

- Pledge of Allegiance
- Roll Call
- Late Changes to the Agenda

B. Council Reports

C. Consent Agenda (Action)

1. Vouchers numbered 109524 through 109578 and EFT payment numbers 29 through 42 in the total amount of \$423,531.12
2. Minutes:
 - Business Meeting of November 7, 2023
 - Study Session of November 14, 2023

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

1. Ordinance No. 2015-1023 2023 Budget Supplemental – Presented by Finance Director Mike Githens
2. Public Hearing Ordinance No. 2017-1123 Amending SMC Related to Low Impact Development Principals & Facilities – Presented by Public Works Stormwater Technician Kenny Oberg
3. Resolution No. 1302-1123 Stormwater Capacity Grant Acceptance – Presented by Public Works Stormwater Technician Kenny Oberg
4. Resolution No. 1301-1123 Construction Management Services for Well #1 Project – Presented by Capital Projects Manager Aaron Nix
5. City Prosecution Services Contract – Presented by City Manager Mark Ziegler
6. Resolution No. 1303-1123 Office of Public Defense Grant Acceptance – Presented by City Manager Mark Ziegler

E. Action Agenda (Action/Public Comment Taken)

1. Public Defense Contract – Presented by City Manager Mark Ziegler
2. Resolution No. 1300-1123 2024 Legislative Agenda – Presented by City Manager Mark Ziegler
3. Letter of Support-Climate Resiliency Grant – Presented by Community & Economic Development Director Jae Hill

F. Administration Reports

1. City Manager Report

G. General Public Comment (3-minute time limit)

*The City Council invites members of the public to provide comment on any topic at this time. To make comments in person, please sign in on the public comment sheet and keep an instruction card. If you would like to comment on a Business or Action item, please list the agenda item number on the list. To comment virtually using Zoom, please use the "Raise Hand" feature to alert the City Clerk. If you have joined Zoom on your telephone, dial *9 to use the "Raise Hand" feature. City Councilmembers and City Staff will not enter into a dialogue during public comment. If the Council feels an issue requires follow up, Staff will be directed to respond at an appropriate time.*

H. New Items for Discussion

I. Announcement of Next Meeting – December 19, 2023 at 6:00 p.m.

J. Adjourn

Special Note for Virtual Public Participation

The meeting can be viewed at: <https://www.youtube.com/user/cityofshelton>

The public can provide comments virtually by:

Email: donna.nault@sheltonwa.gov (before 5:00pm the day of the meeting)

Telephone: (360) 432-5103 (before 5:00pm the day of the meeting)

Join the Zoom meeting by clicking on the link posted on the City Council's webpage

Your comments will be relayed directly to the Council.



2023/24 Looking Ahead

(Items and dates are subject to change)

Tues. 12/12 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Property Maintenance Code Height Limit Discussion 	Packet Items Due: 12/8 @ noon
Tues. 12/19 5:45 p.m. CANCELLED	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 12/8 @ 5:00 p.m.
Tues. 12/19 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentation <ul style="list-style-type: none"> October Financial Status Report Business Agenda <ul style="list-style-type: none"> Resolution No. 1296-1023 Safe Routes to School Contract Award Resolution No. 1305-1123 Advanced Meter Infrastructure (AMI) Meter Installation Project (Overview) Shelton Arts Commission Appointments Action Agenda <ul style="list-style-type: none"> Ordinance No. 2015-1023 2023 Budget Supplemental Ordinance No. 2017-1123 Amending SMC related to Low Impact Development Principles & Facilities Resolution No. 1302-1123 Stormwater Capacity Grant Acceptance Resolution No. 1301-1123 Construction Management Services for Well #1 Project (Amendment #4) City Prosecutor Contract Resolution No. 1303-1123 Office of Public Defense Grant Acceptance Executive Session <ul style="list-style-type: none"> Review Performance of a Public Employee Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 12/8 @ 5:00 p.m.
Tues. 12/26	Study Session	Study Agenda	Packet Items Due:

6:00 p.m. CANCELLED			12/22 @ noon
Tues. 1/2/24 6:00 p.m.	Regular Meeting	Misc. Items <ul style="list-style-type: none"> Select Mayor & Deputy Mayor Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentation <ul style="list-style-type: none"> Business Agenda <ul style="list-style-type: none"> Council Committee/Board Assignments Resolution XXXX-XXXX On-Call Contract for Surveying Services Action Agenda <ul style="list-style-type: none"> Resolution No. 1296-1023 Safe Routes to School Contract Award Resolution No. 1305-1123 Advanced Meter Infrastructure (AMI) Meter Installation Project Award Shelton Arts Commission Appointments Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 12/22 @ 5:00 p.m.
Tues. 1/9/24	Study Session	Study Agenda	Packet Items Due: 1/5/24 @ noon
Tues. 1/16/24	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Presentation <ul style="list-style-type: none"> November Financial Status Report Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Council Committee/Board Assignments Resolution XXXX-XXXX On-Call Contract for Surveying Services (Award) Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 1/5/24 @ 5:00 p.m.
Tues. 1/23/24	Study Session	Study Agenda	Packet Items Due: 1/19 @ noon

Other – TBD

- Public Hearing Ordinance No. 1990-0522 Amending SMC 17.12
- Project and Funding Authorization for Wallace/Shelton Springs Intersection Improvements
- Property Maintenance Code
- Natalie Heights Development Agreement

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 109524 through number 109578 and EFT payment numbers 29 through 42 in the total amount of \$423,531.12 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 17th of November, 2023.


Finance Director

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 _____, 2023.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



Shelton, WA

Check Register

Packet: APPKT02931 - NOVEMBER 17, 2023 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
005900	CAPITAL BUSINESS MACHINES	11/17/2023	EFT	0.00	72.47	29
008450	COMMUNITY ACTION COUNCIL	11/17/2023	EFT	0.00	54.10	30
023078	FASTENAL COMPANY	11/17/2023	EFT	0.00	538.27	31
045000	H.D. FOWLER COMPANY	11/17/2023	EFT	0.00	1,757.06	32
VEN01872	INDUSTRIAL SOFTWARE SOLUTIONS	11/17/2023	EFT	0.00	15,830.40	33
VEN02276	JAMES N DOCTER	11/17/2023	EFT	0.00	3,000.00	34
081000	KENNETH J. DOBIE	11/17/2023	EFT	0.00	382.85	35
132235	MOUNTAIN MIST WATER	11/17/2023	EFT	0.00	221.98	36
151000	P. U. D. # 3	11/17/2023	EFT	0.00	35,438.53	37
	Void	11/17/2023	EFT	0.00	0.00	38
VEN02449	THE NICHOLS GROUP RELATIONS, LI	11/17/2023	EFT	0.00	3,000.00	39
VEN01972	THOMAS A FURRER	11/17/2023	EFT	0.00	1,552.50	40
202392	VERIZON WIRELESS	11/17/2023	EFT	0.00	814.30	41
203900	WESMAR COMPANY, INC	11/17/2023	EFT	0.00	1,018.37	42
000401	A T & T	11/17/2023	Regular	0.00	57.69	109524
VEN02007	ADVANCE ENVIRONMENTAL, INC.	11/17/2023	Regular	0.00	500.00	109525
002982	APP	11/17/2023	Regular	0.00	5,676.89	109526
002520	ARAMARK	11/17/2023	Regular	0.00	136.65	109527
003655	BATTERIES PLUS	11/17/2023	Regular	0.00	136.55	109528
VEN02338	BHC CONSULTANTS LLC	11/17/2023	Regular	0.00	2,179.01	109529
VEN02340	BLT SHELTON PONY, LLC	11/17/2023	Regular	0.00	58.81	109530
098000	BUILDERS FIRSTSOURCE	11/17/2023	Regular	0.00	88.93	109531
006400	CASCADE NATURAL GAS	11/17/2023	Regular	0.00	1,750.99	109532
108679	CENTRAL MASON FIRE AND EMS	11/17/2023	Regular	0.00	188,926.76	109533
VEN01214	CINTAS CORPORATION	11/17/2023	Regular	0.00	215.78	109534
008300	CODE PUBLISHING COMPANY	11/17/2023	Regular	0.00	373.19	109535
008733	CRIMINAL JUSTICE TRAINING COMM	11/17/2023	Regular	0.00	5,547.00	109536
009351	DELAKE LANDEN FINANCIAL SVCS	11/17/2023	Regular	0.00	201.98	109537
009595	DEPT. OF LICENSING	11/17/2023	Regular	0.00	18.00	109538
VEN02417	EXTREME COLLISION LLC	11/17/2023	Regular	0.00	6,388.09	109539
159001	FERGUSON ENTERPRISES LLC #3325	11/17/2023	Regular	0.00	134.58	109540
040960	GRAINGER	11/17/2023	Regular	0.00	386.53	109541
VEN02487	INSLEE, BEST, DOEZIE & RYDER, P.S.	11/17/2023	Regular	0.00	973.50	109542
085995	LANGUAGE LINE SERVICES	11/17/2023	Regular	0.00	125.32	109543
VEN02490	LEAVI HINCHCLIFF	11/17/2023	Regular	0.00	96.32	109544
087799	LEMAY MOBILE SHREDDING	11/17/2023	Regular	0.00	31.68	109545
VEN02488	LINDA ANDERSON	11/17/2023	Regular	0.00	400.00	109546
113004	MASON COUNTY - UTILITIES/WASTE	11/17/2023	Regular	0.00	69.73	109547
108050	MASON COUNTY AUDITOR	11/17/2023	Regular	0.00	208.50	109548
113000	MASON COUNTY TREASURER	11/17/2023	Regular	0.00	78.87	109549
114350	MASON GENERAL HOSPITAL	11/17/2023	Regular	0.00	1,027.18	109550
114490	MATT DICKSON	11/17/2023	Regular	0.00	150.00	109551
VEN02489	MOTORS & CONTROLS CORP	11/17/2023	Regular	0.00	2,556.64	109552
142300	NISQUALLY INDIAN TRIBE	11/17/2023	Regular	0.00	12,350.00	109553
VEN02312	ODP BUSINESS SOLUTIONS LLC	11/17/2023	Regular	0.00	139.16	109554
150076	OWEN EQUIPMENT COMPANY	11/17/2023	Regular	0.00	62.48	109555
153500	PACIFIC LAMP & SUPPLY CO	11/17/2023	Regular	0.00	368.06	109556
VEN02070	PAPE MACHINERY	11/17/2023	Regular	0.00	609.04	109557
162700	PUGET SOUND & PACIFIC RAILROAC	11/17/2023	Regular	0.00	1,397.24	109558
VEN02362	RADIA INC PS	11/17/2023	Regular	0.00	13.50	109559
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/17/2023	Regular	0.00	4,055.00	109560
187000	SHELTON-MASON COUNTY JOURNA	11/17/2023	Regular	0.00	976.50	109561
178252	TASCHNER LAW, PLLC	11/17/2023	Regular	0.00	10,583.00	109562
VEN02491	TATE DETERMAN	11/17/2023	Regular	0.00	150.00	109563

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN02446	TERRY WELSH	11/17/2023	Regular	0.00	272.73	109564
189670	THE SHOPPER	11/17/2023	Regular	0.00	66.26	109565
VEN02458	THOMAS GARVEY	11/17/2023	Regular	0.00	1,075.00	109566
200931	THOMSON REUTERS - WEST	11/17/2023	Regular	0.00	2,661.30	109567
200985	THURSTON CO PUBLIC HEALTH	11/17/2023	Regular	0.00	1,344.00	109568
VEN01650	THURSTON MASON BEHAVIORAL HI	11/17/2023	Regular	0.00	743.01	109569
201300	TOZIER BROS INC.	11/17/2023	Regular	0.00	343.36	109570
201875	TYLER TECHNOLOGIES	11/17/2023	Regular	0.00	91,747.02	109571
202196	U.S. BANK	11/17/2023	Regular	0.00	700.00	109572
202195	U.S. BANK N.A.-CUSTODY	11/17/2023	Regular	0.00	46.00	109573
VEN02287	WARRIOR WOMAN LAW PLLC	11/17/2023	Regular	0.00	4,007.29	109574
203035	WASHINGTON ST. TREASURER	11/17/2023	Regular	0.00	5,409.74	109575
203780	WATER MGMNT LABORATORIES INC	11/17/2023	Regular	0.00	1,865.00	109576
053987	WESTBAY NAPA AUTO PARTS	11/17/2023	Regular	0.00	347.84	109577
VEN02139	ZEPELIN SHIPPING & TECHNOLOGY	11/17/2023	Regular	0.00	22.59	109578

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	55	0.00	359,850.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	46	14	0.00	63,680.83
Virtual Payments	0	0	0.00	0.00
	155	69	0.00	423,531.12

Virtual Payments	0	0	0.00	0.00
------------------	---	---	------	------

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2023	423,531.12
			423,531.12 ✓



Shelton, WA

Check Register

Packet: APPKT02931 - NOVEMBER 17, 2023 AP PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
005900	CAPITAL BUSINESS MACHINES	11/17/2023	EFT	0.00	72.47	29
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV180901</u>	Invoice	11/13/2023	CONTRACT#CN3227-01	0.00	38.08	
<u>401-000-000-53480-4501</u>		Operating Rentals - Shop		CONTRACT#CN3227-01	38.08	
<u>INV180902</u>	Invoice	11/13/2023	CONTRACT#CN3142-01	0.00	34.39	
<u>001-112-000-51251-4500</u>		Operating Rentals		CONTRACT#CN3142-01	34.39	
008450	COMMUNITY ACTION COUNCIL	11/17/2023	EFT	0.00	54.10	30
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>OCTOBER/2023S</u>	Invoice	11/15/2023	SOS CONTRIBUTIONS OCT 2023	0.00	54.10	
<u>657-000-000-58600-0014</u>		SOS Contributions		SOS CONTRIBUTIONS OCT	54.10	
023078	FASTENAL COMPANY	11/17/2023	EFT	0.00	538.27	31
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>WATUM218947</u>	Invoice	11/09/2023	CUST#WATUM1962 MISC SUPPLIES	0.00	538.27	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#WATUM1962 MISC	538.27	
045000	H.D. FOWLER COMPANY	11/17/2023	EFT	0.00	1,757.06	32
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>C597139</u>	Credit Memo	11/06/2023	ACCT#194680 RETURN PRESSURE GAUGE	0.00	-92.83	
<u>401-000-000-53480-3100</u>		Office and Operating		ACCT#194680 RETURN PR	-92.83	
<u>I6562389</u>	Invoice	11/06/2023	ACCT#194680 STIFFENER, GAUGE	0.00	1,849.89	
<u>401-000-000-53480-3100</u>		Office and Operating		ACCT#194680 STIFFENER,	1,849.89	
VEN01872	INDUSTRIAL SOFTWARE SOLUTIONS	11/17/2023	EFT	0.00	15,830.40	33
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SINQ10536</u>	Invoice	10/13/2023	STANDARD RENEWAL	0.00	15,830.40	
<u>401-000-000-53480-4100</u>		Professional Services/Adv		STANDARD RENEWAL	2,374.56	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		STANDARD RENEWAL	13,455.84	
VEN02276	JAMES N DOCTER	11/17/2023	EFT	0.00	3,000.00	34
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5</u>	Invoice	11/14/2023	NOVEMBER 2023 SERVICES	0.00	3,000.00	
<u>001-112-000-51251-4109</u>		Other Professional Serv	23-ITC	NOVEMBER 2023 SERVICE	3,000.00	
081000	KENNETH J. DOBIE	11/17/2023	EFT	0.00	382.85	35
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>DENTALREIMBNO</u>	Invoice	10/25/2023	DENTALREIMBNOV23	0.00	382.85	
<u>502-000-000-51725-2036</u>		Dental Costs-Retired Polic		DENTALREIMBNOV23	382.85	
132235	MOUNTAIN MIST WATER	11/17/2023	EFT	0.00	221.98	36
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>005648003</u>	Invoice	10/16/2023	ACCT#088436 ADMIN	0.00	34.15	
<u>001-130-000-51810-3100</u>		Office and Operating		ACCT#088436 ADMIN	34.15	
<u>005695254</u>	Invoice	11/13/2023	ACCT#088436 ADMIN	0.00	34.15	

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001-130-000-51810-3100		Office and Operating	ACCT#088436 ADMIN		34.15	
005695255	Invoice	11/13/2023	ACCT#088436 POLICE	0.00	27.35	
001-118-000-52122-3100		Office and Operating	ACCT#088436 POLICE		27.35	
005695282	Invoice	11/13/2023	ACCT#088436 ANIMAL CONTROL	0.00	18.10	
001-140-000-55430-3100		Office and Operating - Ani	ACCT#088436 ANIMAL CO		13.75	
001-140-000-55430-4500		Operating Rentals - Anlm	ACCT#088436 ANIMAL CO		4.35	
005695287	Invoice	11/13/2023	ACCT#088436 PW SHOP	0.00	108.23	
401-000-000-53480-3100		Office and Operating	ACCT#088436 PW SHOP		99.53	
401-000-000-53480-4500		Operating Rentals	ACCT#088436 PW SHOP		8.70	
151000	P. U. D. # 3	11/17/2023	EFT	0.00	35,438.53	37
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101001NOV23	Invoice	11/06/2023	101001NOV23		90.70	
101-000-000-54264-4700		Utility Services		101001NOV23	90.70	
18515001NOV23	Invoice	11/06/2023	18515001NOV23		79.03	
402-300-000-53580-4700		Utility Services-Sewer Ma		18515001NOV23	79.03	
250321001NOV2	Invoice	11/06/2023	250321001NOV23		81.95	
101-000-000-54270-4700		Utility Services-Roadside		250321001NOV23	81.95	
25911002NOV23	Invoice	11/06/2023	25911002NOV23		100.05	
101-000-000-54264-4700		Utility Services		25911002NOV23	100.05	
25911003NOV23	Invoice	11/06/2023	25911003NOV23		109.11	
001-141-000-57680-4700		Utility Services-Park		25911003NOV23	109.11	
25911005NOV23	Invoice	11/08/2023	25911005NOV23		72.51	
402-640-000-53580-4700		Utility Services-Sewer Sat		25911005NOV23	72.51	
259409001NOV2	Invoice	11/06/2023	259409001NOV23		12,627.06	
402-400-000-53580-4700		Utility Services-Sewer Ma		259409001NOV23	12,627.06	
26551001NOV23	Invoice	11/06/2023	26551001NOV23		1,549.41	
402-400-000-53580-4700		Utility Services-Sewer Ma		26551001NOV23	1,549.41	
26717001NOV23	Invoice	11/06/2023	26717001NOV23		134.10	
401-000-000-53480-4701		Utility Services - Shop		26717001NOV23	134.10	
26729001NOV23	Invoice	11/06/2023	26729001NOV23		353.83	
401-000-000-53480-4700		Utility Services-Water		26729001NOV23	353.83	
26857001NOV23	Invoice	11/06/2023	26857001NOV23		28.68	
101-000-000-54265-4700		Utility Services		26857001NOV23	28.68	
27639001NOV23	Invoice	11/06/2023	27639001NOV23		330.70	
001-142-000-57530-4700		Utility Services-Museum		27639001NOV23	330.70	
277201001NOV2	Invoice	11/07/2023	277201001NOV23		132.85	
401-000-000-53480-4700		Utility Services-Water		277201001NOV23	132.85	
277201002NOV2	Invoice	11/08/2023	277201002NOV23		109.40	
401-000-000-53480-4700		Utility Services-Water		277201002NOV23	109.40	
27837001NOV23	Invoice	11/06/2023	27837001NOV23		1,867.85	
101-000-000-54263-4700		Utility Services		27837001NOV23	1,867.85	
27839002NOV23	Invoice	11/06/2023	27839002NOV23		10,080.53	
101-000-000-54263-4700		Utility Services		27839002NOV23	10,080.53	
28249001NOV23	Invoice	11/07/2023	28249001NOV23		3,385.53	
001-142-000-51890-4715		Utility Services-Civic Ctr		28249001NOV23	3,385.53	
30003001NOV23	Invoice	11/06/2023	30003001NOV23		121.85	
001-141-000-57680-4700		Utility Services-Park		30003001NOV23	121.85	
30003002NOV23	Invoice	11/06/2023	30003002NOV23		744.24	
402-400-000-53580-4700		Utility Services-Sewer Ma		30003002NOV23	744.24	
32453001NOV23	Invoice	11/06/2023	32453001NOV23		78.59	
001-141-000-57680-4700		Utility Services-Park		32453001NOV23	78.59	

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
35199001NOV23	Invoice	11/06/2023	35199001NOV23	0.00	243.13	
001-140-000-55430-4700	Utility Services-Animal Sh		35199001NOV23		243.13	
35201001NOV23	Invoice	11/06/2023	35201001NOV23	0.00	1,833.35	
401-000-000-53480-4700	Utility Services-Water		35201001NOV23		1,833.35	
35337001NOV23	Invoice	11/06/2023	35337001NOV23	0.00	87.21	
101-000-000-54264-4700	Utility Services		35337001NOV23		87.21	
35665001NOV23	Invoice	11/06/2023	35665001NOV23	0.00	748.14	
001-142-000-57250-4700	Utility Services-Library		35665001NOV23		748.14	
45451001NOV23	Invoice	11/06/2023	45451001NOV23	0.00	134.20	
401-000-000-53480-4700	Utility Services-Water		45451001NOV23		134.20	
46051001NOV23	Invoice	11/06/2023	46051001NOV23	0.00	148.97	
401-000-000-53480-4700	Utility Services-Water		46051001NOV23		148.97	
47009001NOV23	Invoice	11/06/2023	47009001NOV23	0.00	70.37	
402-300-000-53580-4700	Utility Services-Sewer Ma		47009001NOV23		70.37	
8511001NOV23	Invoice	11/07/2023	8511001NOV23	0.00	95.19	
401-000-000-53480-4700	Utility Services-Water		8511001NOV23		95.19	
Void		11/17/2023	EFT	0.00	0.00	38
VEN02449	THE NICHOLS GROUP RELATIONS, LI	11/17/2023	EFT	0.00	3,000.00	39
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2101	Invoice	11/10/2023	NOV 2023 GOVERNMENTAL	CONSULTING	0.00	3,000.00
001-120-000-51310-4100	Professional Services/Adv		NOV 2023 GOVERNMENTA		3,000.00	
VEN01972	THOMAS A FURRER	11/17/2023	EFT	0.00	1,552.50	40
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOVEMBER/2023	Invoice	11/16/2023	COURT SECURITY SERVICES		0.00	1,552.50
001-112-000-51251-4109	Other Professional Servic			COURT SECURITY SERVICES	1,552.50	
202392	VERIZON WIRELESS	11/17/2023	EFT	0.00	814.30	41
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9947660844	Invoice	10/23/2023	ACCT#942084392		0.00	814.30
001-110-000-51160-4200	Communication			ACCT#942084392	370.98	
001-111-000-51423-4200	Communication			ACCT#942084392	53.10	
001-112-000-51251-4200	Communication		23-ITC	ACCT#942084392	53.10	
001-112-000-51251-4200	Communication			ACCT#942084392	53.10	
001-120-000-51310-4200	Communication			ACCT#942084392	93.11	
001-121-000-51430-4200	Communication			ACCT#942084392	53.10	
001-130-000-51810-4200	Communication			ACCT#942084392	53.10	
001-140-000-55850-4200	Communication			ACCT#942084392	55.41	
001-142-000-51830-4200	Communication			ACCT#942084392	29.30	
203900	WESMAR COMPANY, INC	11/17/2023	EFT	0.00	1,018.37	42
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
316345	Invoice	11/08/2023	CUST#31175 SODIUM HYPOCHLORITE		0.00	1,018.37
401-000-000-53480-3104	Office and Operating-Chl			CUST#31175 SODIUM HYP	1,018.37	
000401	A T & T	11/17/2023	Regular	0.00	57.69	109524
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0302659923001	Invoice	11/03/2023	0302659923001NOV23		0.00	57.69
402-400-000-53580-4200	Communication			0302659923001NOV23	57.69	
VEN02007	ADVANCE ENVIRONMENTAL, INC.	11/17/2023	Regular	0.00	500.00	109525

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9928	Invoice	11/08/2023	ASBESTOS SAMPLING/SURVEY	1411 W RA	0.00	500.00
001-140-000-52460-4100		CODE ENF - Professional S		ASBESTOS SAMPLING/SUR		500.00
002982	APP	11/17/2023	Regular	0.00	5,676.89	109526
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
23-958772	Invoice	11/01/2023	ACCT#AP7500158 FUEL		0.00	3,003.75
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL		3,003.75
23-963149	Invoice	11/08/2023	ACCT#AP7500158 FUEL		0.00	2,673.14
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL		2,673.14
002520	ARAMARK	11/17/2023	Regular	0.00	136.65	109527
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120347341	Invoice	11/01/2023	ACCT#792105973 COVERALLS,TOWELS,M		0.00	65.71
402-400-000-53580-4900		Miscellaneous		ACCT#792105973 COVERA		65.71
5120351168	Invoice	11/08/2023	ACCT#792105972 COVERALLS,MATS,TOW		0.00	70.94
401-000-000-53480-4901		Miscellaneous - Shop		ACCT#792105972 COVERA		70.94
003655	BATTERIES PLUS	11/17/2023	Regular	0.00	136.55	109528
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
P67613465	Invoice	11/13/2023	CUST#3604325193 BATTERIES		0.00	136.55
001-119-000-52250-3100		Office and Operating		CUST#3604325193 BATTE		136.55
VEN02338	BHC CONSULTANTS LLC	11/17/2023	Regular	0.00	2,179.01	109529
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0019190	Invoice	11/10/2023	UNIFIED DEVELOPMENT CODE REVISIONS		0.00	2,179.01
001-140-000-55860-4100		Professional Services/Adv		UNIFIED DEVELOPMENT C		2,179.01
VEN02340	BLT SHELTON PONY, LLC	11/17/2023	Regular	0.00	58.81	109530
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
647900	Invoice	10/31/2023	VIN#9564 INSPECTION		0.00	58.81
001-118-000-52122-4805		Repairs and Maintenance		VIN#9564 INSPECTION		58.81
098000	BUILDERS FIRSTSOURCE	11/17/2023	Regular	0.00	88.93	109531
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
88275382	Invoice	11/14/2023	ACCT#671668 MISC PARTS		0.00	88.93
001-142-000-57530-3100		Office and Operating		ACCT#671668 MISC PARTS		88.93
006400	CASCADE NATURAL GAS	11/17/2023	Regular	0.00	1,750.99	109532
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
01912100003NO	Invoice	11/03/2023	01912100003NOV23		0.00	86.15
001-140-000-55430-4700		Utility Services-Animal Sh		01912100003NOV23		86.15
07912100000NO	Invoice	11/03/2023	07912100000NOV23		0.00	269.81
001-142-000-57250-4700		Utility Services-Library		07912100000NOV23		269.81
31538372017NO	Invoice	11/03/2023	31538372017NOV23		0.00	465.52
402-400-000-53580-4700		Utility Services-Sewer Ma		31538372017NOV23		465.52
53617506497NO	Invoice	11/03/2023	53617506497NOV23		0.00	52.68
401-000-000-53480-4701		Utility Services - Shop		53617506497NOV23		52.68
70912100008NO	Invoice	11/03/2023	70912100008NOV23		0.00	202.79
401-000-000-53480-4701		Utility Services - Shop		70912100008NOV23		202.79

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
80912100007NO	Invoice	11/03/2023	80912100007NOV23	0.00	33.89	
401-000-000-53480-4701	Utility Services - Shop		80912100007NOV23		33.89	
88112100008NO	Invoice	11/03/2023	88112100008NOV23	0.00	334.15	
001-142-000-51890-4715	Utility Services-Civic Ctr		88112100008NOV23		334.15	
90912100006NO	Invoice	11/03/2023	90912100006NOV23	0.00	306.00	
401-000-000-53480-4701	Utility Services - Shop		90912100006NOV23		306.00	
108679	CENTRAL MASON FIRE AND EMS	11/17/2023	Regular	0.00	188,926.76	109533
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
NOVEMBER/2023	Invoice	11/16/2023	FIRE SERVICES NOVEMBER 2023	0.00	188,926.76	
001-119-000-52220-4103	Prof FF Services-Fire Dist		FIRE SERVICES NOVEMBER		138,111.93	
001-119-000-52221-4103	Prof EMS Services-Fire Di		FIRE SERVICES NOVEMBER		46,037.31	
001-119-000-52260-4100	Professional Serv - CMFE		FIRE SERVICES NOVEMBER		4,777.52	
VEN01214	CINTAS CORPORATION	11/17/2023	Regular	0.00	215.78	109534
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
5183931234	Invoice	11/13/2023	CUST#10690213 FIRST AID KIT	0.00	215.78	
001-118-000-52122-3100	Office and Operating		CUST#10690213 FIRST AID		215.78	
008300	CODE PUBLISHING COMPANY	11/17/2023	Regular	0.00	373.19	109535
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
GCO012386	Invoice	10/31/2023	CUST#SH439 MUNI CODE WEB UPDATE	0.00	373.19	
001-110-000-51160-4100	Professional Services/Adv		CUST#SH439 MUNI CODE		373.19	
008733	CRIMINAL JUSTICE TRAINING COMM	11/17/2023	Regular	0.00	5,547.00	109536
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
201138618	Invoice	10/25/2023	ACCT#22301-001 HOUSTON	0.00	4,947.00	
001-118-000-52140-3100	Office and Operating-Trai		ACCT#22301-001 HOUSTO		4,947.00	
201138708	Invoice	10/25/2023	ACCT#22301-001 FORD, PORTILLO	0.00	600.00	
001-118-000-52140-3100	Office and Operating-Trai		ACCT#22301-001 FORD, P		600.00	
009351	DELAGUE LANDEN FINANCIAL SVCS	11/17/2023	Regular	0.00	201.98	109537
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
81306890	Invoice	11/11/2023	CONTRACT#500-50411706	0.00	201.98	
001-118-000-59121-7001	Long Term Lease - Police		CONTRACT#500-50411706		201.98	
009595	DEPT. OF LICENSING	11/17/2023	Regular	0.00	18.00	109538
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
SHP230040	Invoice	11/15/2023	SHP230040	0.00	18.00	
657-000-000-58600-0007	Concealed Pistol Permits		SHP230040		18.00	
VEN02417	EXTREME COLLISION LLC	11/17/2023	Regular	0.00	6,388.09	109539
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2802K	Invoice	05/03/2023	67807D 2016 FORD EXP POLICE	0.00	6,388.09	
001-118-000-52122-4805	Repairs and Maintenance		67807D 2016 FORD EXP P		6,388.09	
159001	FERGUSON ENTERPRISES LLC #3325	11/17/2023	Regular	0.00	134.58	109540
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0249806	Invoice	11/01/2023	CUST#1143 MARK WAND	0.00	134.58	
401-000-000-53480-3100	Office and Operating		CUST#1143 MARK WAND		134.58	
040960	GRAINGER	11/17/2023	Regular	0.00	386.53	109541

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9858578124	Invoice	10/03/2023	ACCT#839177342 PUMP	0.00	386.53	
402-400-000-53580-3100		Office and Operating		ACCT#839177342 PUMP	386.53	
VENO2487	INSLEE, BEST, DOEZIE & RYDER, P.S.	11/17/2023	Regular	0.00	973.50	109542
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
407421	Invoice	11/13/2023	CLIENT#370859 HEARING EXAMINER	0.00	973.50	
001-140-000-52460-4100		CODE ENF - Professional S		CLIENT#370859 HEARING	973.50	
085995	LANGUAGE LINE SERVICES	11/17/2023	Regular	0.00	125.32	109543
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11091779	Invoice	08/31/2023	ACCT#9020514029 INTERPRETATION	0.00	17.90	
001-112-000-51251-4106		Interpreter Expenses		ACCT#9020514029 INTERP	17.90	
11141502	Invoice	10/31/2023	ACCT#9020943082 INTERPRETATION	0.00	107.42	
001-118-000-52122-4100		Patrol-Professional Servic		ACCT#9020943082 INTERP	107.42	
VENO2490	LEAVI HINCHCLIFF	11/17/2023	Regular	0.00	96.32	109544
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SUPPLIESREIMBN	Invoice	11/16/2023	SUPPLIESREIMBN NOV23	0.00	96.32	
001-140-000-55430-3100		Office and Operating - Ani		SUPPLIESREIMBN NOV23	96.32	
087799	LEMAY MOBILE SHREDDING	11/17/2023	Regular	0.00	31.68	109545
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
48154725185	Invoice	11/01/2023	ACCT#2185-952778-454 SHRED	0.00	31.68	
001-118-000-52122-4100		Patrol-Professional Servic		ACCT#2185-952778-454 S	31.68	
VENO2488	LINDA ANDERSON	11/17/2023	Regular	0.00	400.00	109546
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DAMAGEDDEPOSIT	Invoice	11/16/2023	DAMAGEDDEPOSITREFUND	0.00	400.00	
657-000-000-386000002		Community Cntr Damage		DAMAGEDDEPOSITREFUND	400.00	
113004	MASON COUNTY - UTILITIES/WASTE	11/17/2023	Regular	0.00	69.73	109547
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
006615	Invoice	10/31/2023	ACCT#CW-C035 LANDFILL CHARGES	0.00	69.73	
101-000-000-54230-3100		Office and Operating		ACCT#CW-C035 LANDFILL	69.73	
108050	MASON COUNTY AUDITOR	11/17/2023	Regular	0.00	208.50	109548
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
191936	Invoice	10/20/2023	RECORDING FEES	0.00	208.50	
101-000-000-54261-4100		STREETS-Sidewalks - Prof		RECORDING FEES	208.50	
113000	MASON COUNTY TREASURER	11/17/2023	Regular	0.00	78.87	109549
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER/2023C	Invoice	11/15/2023	CVC FINES OCTOBER 2023	0.00	78.87	
657-000-000-58600-0005		CVC Fines & Forfeits		CVC FINES OCTOBER 2023	78.87	
114350	MASON GENERAL HOSPITAL	11/17/2023	Regular	0.00	1,027.18	109550
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4002928247	Invoice	10/28/2023	XRAY EXAM - NERIO	0.00	898.60	
001-123-000-52360-4100		Prof Services-Prisoner Me		XRAY EXAM - NERIO	898.60	

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4002929423	Invoice	10/28/2023	NERIO	0.00	128.58	
001-123-000-52360-4100	Prof Services-Prisoner Me		NERIO		128.58	
114490	MATT DICKSON	11/17/2023	Regular	0.00	150.00	109551
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
CDLREIMB2023	Invoice	11/16/2023	CDLREIMB2023	0.00	150.00	
404-000-000-53180-4900	Miscellaneous		CDLREIMB2023		150.00	
VEN02489	MOTORS & CONTROLS CORP	11/17/2023	Regular	0.00	2,556.64	109552
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
103732	Invoice	11/09/2023	CUST#0002906 20HP LENZE DRIVE	0.00	2,556.64	
402-400-000-53580-4800	Repairs and Maintenance		CUST#0002906 20HP LENZ		2,556.64	
142300	NISQUALLY INDIAN TRIBE	11/17/2023	Regular	0.00	12,350.00	109553
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37315	Invoice	10/31/2023	OCTOBER 2023 INCARCERATION FEES	0.00	12,350.00	
001-123-000-52360-4103	Professional Services/Adv		OCTOBER 2023 INCARCER		12,350.00	
VEN02312	ODP BUSINESS SOLUTIONS LLC	11/17/2023	Regular	0.00	139.16	109554
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
337939670001	Invoice	11/03/2023	ACCT#28972108 PLANNER	0.00	13.05	
001-111-000-51421-3100	Office and Operating		ACCT#28972108 PLANNER		6.53	
001-111-000-51423-3100	Office and Operating		ACCT#28972108 PLANNER		6.52	
338660915001	Invoice	11/03/2023	ACCOUNT#28972108 PENS, MEMO BOOK	0.00	76.07	
401-000-000-53480-3100	Office and Operating		ACCOUNT#28972108 PEN		76.07	
338672880001	Invoice	11/03/2023	ACCT#28972108 BINDER	0.00	50.04	
401-000-000-53480-3100	Office and Operating		ACCT#28972108 BINDER		50.04	
150076	OWEN EQUIPMENT COMPANY	11/17/2023	Regular	0.00	62.48	109555
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
00214618	Invoice	10/31/2023	ACCT#35941 HUB CAP 19976D	0.00	62.48	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		ACCT#35941 HUB CAP 199		62.48	
153500	PACIFIC LAMP & SUPPLY CO	11/17/2023	Regular	0.00	368.06	109556
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
877345	Invoice	11/13/2023	CUST#23733-1	0.00	368.06	
001-119-000-52250-3100	Office and Operating		CUST#23733-1		368.06	
VEN02070	PAPE MACHINERY	11/17/2023	Regular	0.00	609.04	109557
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
14898884	Invoice	11/13/2023	CUST#6128936 19976D PARTS	0.00	609.04	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		CUST#6128936 19976D PA		609.04	
162700	PUGET SOUND & PACIFIC RAILROAD	11/17/2023	Regular	0.00	1,397.24	109558
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
204685	Invoice	11/03/2023	LESSEE CODE: SHE88	0.00	1,397.24	
402-300-000-53580-4900	Miscellaneous		LESSEE CODE: SHE88		1,397.24	
VEN02362	RADIA INC PS	11/17/2023	Regular	0.00	13.50	109559

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
ZBC8941NOV23	Invoice	10/28/2023	ZBC8941NOV23		13.50	
001-123-000-52360-4100		Prof Services-Prisoner Me		ZBC8941NOV23	13.50	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/17/2023	Regular	0.00	4,055.00	109560
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
74135	Invoice	10/25/2023	2025 COMP PLAN	0.00	1,104.00	
001-140-000-55870-4100		EDC-Professional Svcs/Ad		2025 COMP PLAN	1,104.00	
74274	Invoice	11/06/2023	COMP PLAN 2025	0.00	2,951.00	
001-140-000-55870-4100		EDC-Professional Svcs/Ad		COMP PLAN 2025	2,951.00	
187000	SHELTON-MASON COUNTY JOURNA	11/17/2023	Regular	0.00	976.50	109561
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
121418	Invoice	10/12/2023	ABATEMENT 1411 RAILROAD AVE	0.00	418.50	
001-140-000-52460-4100		CODE ENF - Professional S		ABATEMENT 1411 RAILRO	418.50	
121425	Invoice	10/12/2023	NOTICE OF APPLICATION-OLYMPIC HEIGH	0.00	558.00	
001-140-000-55860-4100		Professional Services/Adv		NOTICE OF APPLICATION-	558.00	
178252	TASCHNER LAW, PLLC	11/17/2023	Regular	0.00	10,583.00	109562
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
22	Invoice	11/14/2023	NOVEMBER 2023 SERVICES	0.00	1,500.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		NOVEMBER 2023 SERVICE	1,500.00	
NOVEMBER/2023	Invoice	11/16/2023	PUBLIC DEFENSE SERVICES	0.00	9,083.00	
001-122-000-51593-4100		Public Defense/Adult Mis		PUBLIC DEFENSE SERVICES	9,083.00	
VEN02491	TATE DETERMAN	11/17/2023	Regular	0.00	150.00	109563
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CDLREIMB2023	Invoice	11/16/2023	CDLREIMB2023	0.00	150.00	
404-000-000-53180-4900		Miscellaneous		CDLREIMB2023	150.00	
VEN02446	TERRY WELSH	11/17/2023	Regular	0.00	272.73	109564
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SUPPLIESREIMBN	Invoice	11/16/2023	SUPPLIESREIMBNNOV23	0.00	272.73	
001-140-000-55430-3100		Office and Operating - Ani		SUPPLIESREIMBNNOV23	272.73	
189670	THE SHOPPER	11/17/2023	Regular	0.00	66.26	109565
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
59158	Invoice	11/14/2023	DOOR HANGERS	0.00	66.26	
401-000-000-53480-4100		Professional Services/Adv		DOOR HANGERS	66.26	
VEN02458	THOMAS GARVEY	11/17/2023	Regular	0.00	1,075.00	109566
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER/2023	Invoice	10/31/2023	OCTOBER 2023 SERVICES	0.00	1,075.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		OCTOBER 2023 SERVICES	1,075.00	
200931	THOMSON REUTERS - WEST	11/17/2023	Regular	0.00	2,661.30	109567
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
847272527	Invoice	11/01/2022	ACCT#1003078436 SUBSCRIPTION	0.00	209.55	
001-118-000-52122-4100		Patrol-Professional Servic		ACCT#1003078436 SUBSC	209.55	
847442294	Invoice	12/01/2022	ACCT#1003078436 SUBSCRIPTION	0.00	209.55	

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		209.55	
<u>847605827</u>	Invoice	01/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>847769777</u>	Invoice	02/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>847925929</u>	Invoice	03/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>848084477</u>	Invoice	04/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>848242869</u>	Invoice	05/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>848400953</u>	Invoice	06/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>848567411</u>	Invoice	07/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>848882111</u>	Invoice	09/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>849039781</u>	Invoice	10/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
<u>849206335</u>	Invoice	11/01/2023	ACCT#1003078436 SUBSCRIPTION	0.00	224.22	
<u>001-118-000-52122-4100</u>		Patrol-Professional Serv	ACCT#1003078436 SUBSC		224.22	
200985	THURSTON CO PUBLIC HEALTH	11/17/2023	Regular	0.00	1,344.00	109568
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>LABFEESSEP/OCT</u>	Invoice	11/03/2023	LABFEESSEP/OCT23	0.00	1,344.00	
<u>401-000-000-53480-4100</u>	Professional Services/Adv		LABFEESSEP/OCT23		1,344.00	
VEN01650	THURSTON MASON BEHAVIORAL HI	11/17/2023	Regular	0.00	743.01	109569
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>LPE2023Q3</u>	Invoice	11/03/2023	LPE Q3 2023	0.00	743.01	
<u>001-140-000-56600-4400</u>	GENERAL FUND-Taxes		LPE Q3 2023		743.01	
201300	TOZIER BROS INC.	11/17/2023	Regular	0.00	343.36	109570
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>466882</u>	Invoice	11/13/2023	CUST#20090 CELL PHONE CORD	0.00	11.09	
<u>401-000-000-53480-3100</u>	Office and Operating		CUST#20090 CELL PHONE		11.09	
<u>466884</u>	Invoice	11/13/2023	CUST#20090 HOOKS	0.00	11.47	
<u>001-140-000-55430-3100</u>	Office and Operating - Ani		CUST#20090 HOOKS		11.47	
<u>466902</u>	Invoice	11/14/2023	CUST#20090 ELBOW, PIPE	0.00	30.86	
<u>001-142-000-57530-3100</u>	Office and Operating		CUST#20090 ELBOW, PIPE		30.86	
<u>466908</u>	Invoice	11/14/2023	CUST#20090 TUBING/PIPE CUTTER	0.00	71.32	
<u>401-000-000-53480-3100</u>	Office and Operating		CUST#20090 TUBING/PIPE		71.32	
<u>466917</u>	Invoice	11/14/2023	CUST#20090 KWIKSEAL	0.00	8.69	
<u>001-142-000-57530-3100</u>	Office and Operating		CUST#20090 KWIKSEAL		8.69	
<u>466925</u>	Invoice	11/15/2023	CUST#20090 MISC PARTS	0.00	209.93	
<u>001-141-000-57680-3100</u>	Office and Operating		CUST#20090 MISC PARTS		209.93	
201875	TYLER TECHNOLOGIES	11/17/2023	Regular	0.00	91,747.02	109571

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
025-441908	Invoice	11/01/2023	CUST#48155 TYLER U ANNUAL FEES	0.00	48,049.78	
001-111-000-51421-4100		Professional Services/Adv		CUST#48155 TYLER U ANN	9,593.88	
001-111-000-51423-4100		Professional Services/Adv		CUST#48155 TYLER U ANN	29,545.18	
001-140-000-52460-4100		CODE ENF - Professional S		CUST#48155 TYLER U ANN	5,532.36	
001-141-000-57680-4100		Professional Services/Adv		CUST#48155 TYLER U ANN	430.80	
101-000-000-54230-4100		Professional Services/Adv		CUST#48155 TYLER U ANN	2,290.03	
401-000-000-53480-4100		Professional Services/Adv		CUST#48155 TYLER U ANN	385.45	
402-300-000-53580-4100		Professional Services/Adv		CUST#48155 TYLER U ANN	181.39	
404-000-000-53180-4105		Professional Services/Adv		CUST#48155 TYLER U ANN	90.69	
025-442963	Invoice	11/01/2023	CUST#48155 ANNUAL SUBSCRIPTION FEE	0.00	42,657.24	
001-115-000-51896-4100		Professional Services/Adv		CUST#48155 ANNUAL SUB	17,773.85	
001-121-000-51430-4100		Professional Services/Adv		CUST#48155 ANNUAL SUB	3,554.77	
001-140-000-52460-4100		CODE ENF - Professional S		CUST#48155 ANNUAL SUB	3,554.77	
001-140-000-55850-4100		Professional Services/Adv		CUST#48155 ANNUAL SUB	17,773.85	
045-443728	Invoice	10/31/2023	CUST#48155 ASSET MAINT IMPLEMENTAT	0.00	1,040.00	
401-000-000-53480-4100		Professional Services/Adv		CUST#48155 ASSET MAINT	416.00	
402-300-000-53580-4100		Professional Services/Adv		CUST#48155 ASSET MAINT	416.00	
404-000-000-53180-4105		Professional Services/Adv		CUST#48155 ASSET MAINT	104.00	
503-000-000-54865-4101		Professional Services/Adv		CUST#48155 ASSET MAINT	104.00	
202196	U.S. BANK	11/17/2023	Regular	0.00	700.00	109572
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
7005086	Invoice	07/25/2023	ACCT#SHELTGOR20	0.00	350.00	
001-111-000-51423-4102		Prof Services-Banking Fee		ACCT#SHELTGOR20	350.00	
7005087	Invoice	07/25/2023	ACCT#SHEWATREF13	0.00	350.00	
001-111-000-51423-4102		Prof Services-Banking Fee		ACCT#SHEWATREF13	350.00	
202195	U.S. BANK N.A.-CUSTODY	11/17/2023	Regular	0.00	46.00	109573
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CUSTODYCHARGE	Invoice	10/31/2023	CUSTODYCHARGESOCT23	0.00	46.00	
001-111-000-51423-4102		Prof Services-Banking Fee		CUSTODYCHARGESOCT23	46.00	
VEN02287	WARRIOR WOMAN LAW PLLC	11/17/2023	Regular	0.00	4,007.29	109574
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
397	Invoice	02/28/2023	CONFLICT ATTORNEY SERVICES	0.00	153.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	153.00	
403	Invoice	03/08/2023	CONFLICT ATTORNEY SERVICES	0.00	127.50	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	127.50	
409	Invoice	06/07/2023	CONFLICT ATTORNEY SERVICES	0.00	112.50	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	112.50	
421	Invoice	07/12/2023	CONFLICT ATTORNEY SERVICES	0.00	300.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	300.00	
422	Invoice	07/13/2023	CONFLICT ATTORNEY SERVICES	0.00	150.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	150.00	
425	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	75.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	75.00	
428	Invoice	09/07/2023	CONFLICT ATTORNEY SERVICES	0.00	225.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	225.00	
429	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	899.29	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	899.29	
430	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	450.00	
001-122-000-51593-4101		LEGAL - OPD Grant Public		CONFLICT ATTORNEY SERV	450.00	

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
431	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	75.00	
<u>001-122-000-51593-4101</u>		LEGAL - OPD Grant Public	CONFLICT ATTORNEY SERV		75.00	
432	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	277.50	
<u>001-122-000-51593-4101</u>		LEGAL - OPD Grant Public	CONFLICT ATTORNEY SERV		277.50	
433	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	262.50	
<u>001-122-000-51593-4101</u>		LEGAL - OPD Grant Public	CONFLICT ATTORNEY SERV		262.50	
434	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	262.50	
<u>001-122-000-51593-4101</u>		LEGAL - OPD Grant Public	CONFLICT ATTORNEY SERV		262.50	
435	Invoice	11/09/2023	CONFLICT ATTORNEY SERVICES	0.00	637.50	
<u>001-122-000-51593-4101</u>		LEGAL - OPD Grant Public	CONFLICT ATTORNEY SERV		637.50	
203035	WASHINGTON ST. TREASURER	11/17/2023	Regular	0.00	5,409.74	109575
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>OCTOBER/2023</u>	Invoice	11/15/2023	STATE FINES OCTOBER 2023	0.00	5,409.74	
<u>657-000-000-58600-0006</u>	State Fines & Forfeits		STATE FINES OCTOBER 202		5,409.74	
203780	WATER MGMNT LABORATORIES INC	11/17/2023	Regular	0.00	1,865.00	109576
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>216049</u>	Invoice	11/04/2023	ACCT#AS201R TESTS	0.00	1,766.00	
<u>401-000-000-53480-4100</u>	Professional Services/Adv		ACCT#AS201R TESTS		1,766.00	
<u>216078</u>	Invoice	11/04/2023	ACCT#AS201R TESTS	0.00	99.00	
<u>401-000-000-53480-4100</u>	Professional Services/Adv		ACCT#AS201R TESTS		99.00	
053987	WESTBAY NAPA AUTO PARTS	11/17/2023	Regular	0.00	347.84	109577
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>058539REISSUE</u>	Invoice	11/01/2023	ACCT#4296	0.00	48.93	
<u>402-400-000-53580-3100</u>	Office and Operating		ACCT#4296		48.93	
<u>059477</u>	Invoice	11/08/2023	ACCT#4296 RADIATOR CAP	0.00	11.79	
<u>503-000-000-54865-3101</u>	Vehicle Supplies		ACCT#4296 RADIATOR CAP		7.07	
<u>503-000-000-54865-3103</u>	Vehicle Supp-EM&R Vehic		ACCT#4296 RADIATOR CAP		4.72	
<u>059505</u>	Invoice	11/08/2023	ACCT#4296 BATTERY 40655D	0.00	147.05	
<u>503-000-000-54865-3102</u>	Oper Supplies-Parts		ACCT#4296 BATTERY 4065		147.05	
<u>060011</u>	Invoice	11/13/2023	ACCT#4296 DUAL CAR W/ EX	0.00	11.02	
<u>401-000-000-53480-3100</u>	Office and Operating		ACCT#4296 DUAL CAR W/		11.02	
<u>060047</u>	Invoice	11/13/2023	ACCT#4296 FILTERS, FLUID 19976D	0.00	129.05	
<u>503-000-000-54865-3104</u>	Oper Supp-Parts-EM&R V		ACCT#4296 FILTERS, FLUID		129.05	
VEN02139	ZEPPELIN SHIPPING & TECHNOLOGY	11/17/2023	Regular	0.00	22.59	109578

Check Register

Packet: APPKT02931-NOVEMBER 17, 2023 AP PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
PACKAGEID#1120 Invoice	11/14/2023	WSP CRIME LAB		0.00	22.59	
001-118-000-52122-4200	Communication		WSP CRIME LAB		22.59	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	55	0.00	359,850.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	46	14	0.00	63,680.83
Virtual Payments	0	0	0.00	0.00
	155	69	0.00	423,531.12

Virtual Payments	0	0	0.00	0.00
------------------	---	---	------	------

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2023	423,531.12
			423,531.12



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes
November 07, 2023 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad (Zoom)
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Mark Ziegler
City Clerk Donna Nault
Finance Director Mike Githens
Capital Projects Manager Aaron Nix
Sewer & Stormwater Superintendent Brent Armstrong
Community & Economic Development Director Jae Hill
Parks & Recreation Supervisor Jordanne Krumpols

Guest – Liz Arbaugh – Mason County Historical Society

CALL TO ORDER

Call to Order: 6:03 p.m.
Pledge of Allegiance: Mayor Onisko
Roll Call: City Clerk Nault – All Present

LATE CHANGES TO THE AGENDA

1. Remove Item F-3 from Action Agenda - Designated Crisis Responder Contract. To be rescheduled pending legal review.

CITY COUNCIL REPORTS

None

CONSENT AGENDA

1. Vouchers numbered 109255 through 109357 in the total amount of \$483,681.82
2. Vouchers numbered 109361 through 109393 and EFT payment numbers 2 through 4 in the total amount of \$112,007.62
3. Vouchers numbered 109394 through 109427 and EFT payment numbers 5 through 7 in the total amount of \$93,521.37
4. Payroll warrants numbered 3949 through 3951 and 11216 through 11254 and 11255 through 11360. Warrants 108989 through 109006 in the amount of \$924,073.14
5. Payroll warrants numbered 3952 through 3953 and 11361 through 11398 and 11399 through 11505. Warrants 109233 through 109250 in the amount of \$903,614.65
6. Minutes:
 - Business Meeting of September 19, 2023
 - Business Meeting of October 3, 2023
 - Study Session of October 10, 2023

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

PRESENTATIONS

1. Cruisin' Through Time Car Show LTAC Report – Presented by Mason County Historical Society Director Liz Arbaugh

Director Arbaugh presented her annual LTAC report regarding the Cruisin' Through Time Car Show. Discussion followed.

2. Mason County Historical Society Museum 3rd Quarter LTAC Report – Presented by Mason County Historical Society Director Liz Arbaugh

Director Arbaugh presented her 3rd quarter LTAC report for the Mason County Historical Society Museum. Discussion followed.

3. Proclamation - Operation Green Light

Councilmember Schirman read the proclamation. Discussion followed.

BUSINESS AGENDA

1. Resolution No. 1294-0923 Master Fee Schedule Update – Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding updating the master fee schedule. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to forward Resolution No. 1294-0923 to the action agenda of the November 21, 2023 Council meeting for further consideration. Passed.

2. Ordinance No. 2016-1023 Amending SMC Related to B & O Taxes – Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding amending SMC related to B & O taxes. No discussion. No public comment. City Clerk Nault provided a reading of Ordinance No. 2016-1023.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to forward Resolution No. 2016-1023 to the action agenda of the November 21, 2023 Council meeting for further consideration. Passed.

Mayor Onisko recessed from the regular meeting and opened a Public Hearing.

3. Public Hearing Ordinance No. 2013-0923 2024 Preliminary Budget – Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding the 2024 preliminary budget. No discussion. No public testimony. City Clerk Nault provided a reading of Ordinance No. 2013-0923.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Peterson to forward Ordinance No. 2013-0923 to the action agenda of the November 21, 2023 Council meeting for further consideration. Passed.

Mayor Onisko closed the Public Hearing and opened another Public Hearing.

4. Public Hearing Ordinance No. 2014-0923 2024 Regular & EMS Ad Valorem Taxes – Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding regular and EMS ad valorem taxes. No discussion. No public testimony. City Clerk Nault provided a reading of Ordinance No. 2014-0923.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to forward Ordinance No. 2014-0923 to the November 21, 2023 Council meeting for the next scheduled public hearing for further consideration and to allow the public another opportunity to be heard on the ordinance under consideration. Passed.

Mayor Onisko closed the Public Hearing and resumed the regular meeting.

5. Resolution No. 1295-1023 Well #1 Pipeline Pressurization Contract Award – Presented by Capital Projects Manager Aaron Nix

Capital Projects Manager Nix presented information about a contract award for the well #1 pipeline pressurization project. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to forward Resolution No. 1295-1023 to the action agenda of the November 21, 2023 Council meeting for further consideration. Passed.

6. Resolution No. 1298-1023 SCADA Services Contract Amendment – Presented by Sewer & Stormwater Superintendent Brent Armstrong

Sewer & Stormwater Superintendent Armstrong presented information regarding the SCADA services contract amendment. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to forward Resolution No. 1298-1023 to the action agenda of the November 21, 2023 Council meeting for further consideration. Passed.

7. Resolution No. 1299-1023 2023 Mason County Multi-Jurisdictional Multi-hazard Mitigation Plan – Presented by Community & Economic Development Director Jae Hill

Community & Economic Development Director Hill presented information regarding the joint mitigation plan. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Peterson to forward Resolution No. 1299-1023 to the action agenda of the November 21, 2023 Council meeting for further consideration. Passed.

ACTION AGENDA

1. Civic Center Rotating Art Gallery – Presented by Parks and Recreation Supervisor Jordanne Krumpols

Parks and Recreation Supervisor Krumpols presented information regarding the Civic Center rotating art gallery. Discussion followed. No public comment.

A motion was made by Councilmember Peterson and seconded by Councilmember Schirman to waive the 3-touch rule and approve the Shelton Arts Commission's recommendations for placement in the Civic Center art gallery. Passed.

2. LTAC Tourism Grant Recommendations – Presented by City Manager Mark Ziegler

City Manager Mark Ziegler presented information regarding the 2024 LTAC grant recommendations. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to approve the Lodging Tax Advisory Committee's recommendations for the 2024 tourism grants. Councilmember Peterson abstained from voting. Passed.

~~3. Designated Crisis Responder Contract – Presented by City Manager Mark Ziegler~~

ADMINISTRATION REPORT

1. City Manager Report

- Thank you to the staff for all of the hard work that has gone into developing the 2024 Preliminary Budget.

GENERAL PUBLIC COMMENT (3-minute time limit)

In-Person:

None

Zoom:

None

NEW ITEMS FOR DISCUSSION

Mayor Onisko would like to schedule a study session to discuss building height limits within the City.

ANNOUNCEMENT OF NEXT MEETING

Study Session – November 14, 2023 at 6:00 p.m.

City Council Meeting – November 21, 2023 at 6:00 p.m.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 7:07 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Study Session Minutes
November 14, 2023 – 6:00 p.m.
Civic Center & Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Mark Ziegler
City Clerk Donna Nault
Public Works Director Jay Harris

CALL TO ORDER

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

STUDY AGENDA

1. Transportation Impact Fee Program Elements – Presented by Public Works Director Jay Harris

Public Works Director Jay Harris presented information regarding transportation impact fee program elements. Discussion followed.

NEW ITEMS FOR DISCUSSION

None

ADJOURN

Mayor Onisko adjourned the meeting at 7:11 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item D1)

Touch Date: 11/15/2023
Brief Date: 12/05/2023
Action Date: 12/19/2023

Department: Finance
Presented By: Mike Githens

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
2023 Supplemental Budget #2

☒

Ordinance

☐ Dept. Head

☒ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:

Ordinance No. 2015-1023
Exhibit A
Exhibit B

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City Council passed Ordinance No. 1991-0922, adopting the City's 2023 budget on November 15th, 2022 and amended the budget through Ordinance 2002-0423 on June 6th, 2023. The City Council, through Ordinance, sets the expenditure authority for each fund of the City. Budget authority can only be increased from their adopted levels by the approval of a supplemental budget Ordinance.

The City prepares budgets for projects and certain purchases to occur through transfers from operating budgets to capital fund budgets. These projects sometimes change from the time the original budget was introduced. Many of the items in this supplemental budget are cleaning up the projects and transfers for purchases and projects.

This supplemental Ordinance will change the following funds:

- Sewer Fund and Sewer Capital Fund: Give budget authority to cover expenses, de-obligate budget for projects not happening and recognize additional funding in some cases.
- Water Fund and Water Capital Fund: Budget additional budget to maintain sufficient contingency for the Grant funded upgrades to well #1.
- Capital Resources TBD: Provides additional resources for the Western Gateway project and the Brockdale Road paving project and de-obligates resources for the Wallace Kneeland overlay project that will not happen.
- Capital Improvement Fund: This fund is where the City accounts for the resources and expenditures related to all City capital projects. The items in the supplement budget recognize the additional resources moved to cover Western Gateway, Civic Center parking lot, vehicle purchases, Brockdale Road paving and the true up of the fund.
- Solid Waste Fund: Increases the budget authority due to the additional Department of Ecology Grant revenue received and expenditures made to clean up the C Street Landfill.
- General Fund: Recognize additional expenses to balance the project/purchase in the Capital Improvement Fund

The supplemental requests are included in detail in Exhibits A and B.

ANALYSIS/OPTIONS/ALTERNATIVES:

The supplemental budget will allow the City to have additional budget authority, remove funding for projects that are not happening and add funding for projects that require additional revenue.

BUDGET/FISCAL INFORMATION:

The overall fiscal impact is minimal. This supplemental largely serves to clean up projects and the accounting for them in the various funds.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move that we forward Ordinance No. 2015-1023 to the December 19th City Council meeting for further consideration".

ORDINANCE NO. 2015-1023

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING THE ANNUAL BUDGET FOR THE YEAR ENDING DECEMBER 31, 2023

WHEREAS, the Shelton City Council adopted the 2023 budget pursuant to Ordinance No.1991-0922 and amended the 2023 budget pursuant to Ordinance No. 2002-0423; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 2002-0423 adopted budget; and

WHEREAS, certain revisions to the 2023 budget are now necessary and the City Council finds that the proposed adjustments to the 2023 Adopted Budget are justified;

NOW, THEREFORE, be it ordained by the City Council of the City of Shelton, Washington:

Section 1.

The adjustments as provided in this Ordinance to amend the 2023 Annual Budget of the City of Shelton, Washington, are hereby adopted. In summary form, the appropriation adjustments for each separate fund and the aggregate totals for all such funds combined are presented in the table below. Exhibit A and B, attached to this Ordinance, provides additional information on the adjustments.

Fund	2023 Amended Budget 6/2023	2023 Adjustment	2023 Revised Budget
General Fund	\$ 15,891,620	\$ 52,088	\$ 15,943,708
Street Fund	2,040,825		2,040,825
Capital Resource Funds			
Real Estate Excise Tax -1	128,574		128,574
Real Estate Excise Tax -2	30,000		30,000
Transportation Benefit District	779,500	(92,004)	687,496
Traffic Impact Fees	100,000		100,000
General Resources	957,204	57,487	1,014,691
Tourism Fund	68,000		68,000
Bond Fund	183,900		183,900
Capital Improvement Fund	2,824,585	(263,475)	2,561,110
Water Fund	3,505,951	200,000	3,705,951
Sewer Fund	7,030,664	(138,462)	6,892,202
Solid Waste Fund	1,906,410	914,496	2,820,906
Storm Drainage Fund	1,617,991		1,617,991
Water Capital Fund	1,340,000	200,000	1,540,000
Sewer Capital Fund	1,042,000	(296,869)	745,131
Storm Drainage Capital Fund	80,000		80,000
Payroll Benefits Fund	160,350		160,350
Equipment Rental Fund	1,105,076		1,105,076
Firefighters's Pension Fund	80,600		80,600
Library Endowment Fund	24,000		24,000
Total Expenditures	\$ 40,897,250	\$ 633,261	\$ 41,530,511

Section 2.

This ordinance shall take effect five days after its approval and publication as required by law.

INTRODUCED the 5th day of December 2023.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 19th day of December 2023.

Passed this _____ day of _____ 2023.

Eric Onisko, Mayor

AUTHENTICATED:

Donna Nault, City Clerk

Exhibit A
City of Shelton
Ordinance No. 2015-1023

General Fund **\$52,088**

Transferring \$52,088 from the General Fund ending fund balance to the Capital Improvement Fund. When the City started capital budgeting 1/1/2021 there was remaining budget needed for the Capital Improvement Fund and this balances the Fund.

Solid Waste Fund **\$914,496**

To increase the budget authority for the C Street Landfill cleanup and adequately allocate the additional Department of Ecology Grant funding received.

Capital Resources TBD **(\$92,004)**

\$67,996 in TBD Funds needed for Western Gateway project completion; this is a transfer out to the Capital Improvement Fund.

De-obligating \$200,000 in Capital Resources TBD budget for the Wallace Kneeland overlay project.

Transfer \$40,000 in TBD funds to the Capital Improvement Fund for additional costs of the Brockdale Road paving project.

Capital Resources General **\$57,487**

Transfer \$57,487 of ARPA Funds to Capital Improvement Fund for costs of the Western Gateway project.

Capital Improvement Fund **(\$263,475)**

The \$125,483 represents additional budget authority for total costs of the Western Gateway project; \$57,487 from Capital Resources General plus \$67,996 from the Capital Resources Fund-TBD.

Additional budget authority in the amount of \$5,783 is needed for the Civic Center Parking Lot and this expenditure is covered by available grant funds.

Additional budget authority in the amount of \$119 for the purchase of a Cargo Van.

Additional budget authority in the amount of \$8,104 from the original amount budgeted in 2021 for the purchase of a Parks truck.

Additional budget authority in the amount of \$9,533 from the original amount budgeted in 2022 for the purchase of a Parks truck.

De-obligating \$504,585 from the Capital Improvement Fund for the Wallace Kneeland overlay project.

To give additional budget authority of \$40,000 of the TBD funding to the Brockdale Road paving project.

Transfer of \$52,088 from the General Fund into the Capital Improvement Fund to true up the overall fund.

Sewer Fund **(\$138,462)**

Additional \$3,131 transfer from Sewer operations to Sewer Capital Fund for additional costs for the northerly diversion lift station land purchase.

De-obligating the Sewer operations expense budget transfer by \$300,000 for the Reclaimed Water Reservoir project for a transfer that is not needed.

The City has received \$158,407 in grant funds for Nutrient Reduction in Puget Sound after the 2023 budget was adopted. This grant covers equipment purchases as well as additional lab testing required by the new Nutrient Reduction Permit that the city must now follow. We are adding \$158,407 to the 2023 operating budget for budget authority.

Sewer Capital Fund **(\$296,869)**

Additional \$3,131 transfer from Sewer operations to Sewer Capital Fund for additional costs for the northerly diversion lift station land purchase giving proper budget authority.

Reducing the Sewer Capital Fund expense budget by \$300,000 for the Reclaimed Water Reservoir.

Water Fund **\$200,000**

The City received a State of Washington Department of Commerce grant for \$2,050,000 to be used for the proposed pipeline project and future upgrades to the well #1 pump, security system, fencing, electrical, and chlorination system. City staff is recommending an additional construction contingency for the project of \$200,000 to cover any additional design, inspection, or construction changes. This represents a transfer from the Water Fund to the Water Capital Fund.

Water Capital Fund **\$200,000**

The City received a State of Washington Department of Commerce grant for \$2,050,000 to be used for the proposed pipeline project and future upgrades to the well #1 pump, security system, fencing, electrical, and chlorination system. City staff is recommending an additional construction contingency for the project of \$200,000 to cover any additional design, inspection, or construction changes and this budget entry allows for the expense.

Exhibit B
City of Shelton
Ordinance No. 2015-1023

Notes for 2023 Budget Supplemental #2, 2015-2023	Totals	Gen Fund	Capital Resources General	Capital Resources TBD	Capital Improv Fund	Water	Sewer	Solid Waste	Sewer Capital	Water Capital
Sewer Land Purchase - additional budget and funds needed							3,131		3,131	
Capital Improvement Fund-Western Gateway - additional Budget and funds			57,487	67,996	125,483					
Civic Center Parking Lot - additional budget					5,783					
Capital Improvement Fund - Cargo Van - additional Budget and funds needed \$118.81					119					
Capital Improvement Fund - parks pickup received that had \$32k budgeted in 2021 - additional Budget needed to cover cost					8,104					
Capital Improvement Fund - parks pickup received that had \$34k budgeted in 2022 budget - additional Budget needed to cover cost					9,533					
Remove Sewer Operations portion of Reclaimed Water Tank project							(300,000)		(300,000)	
Remove 23-Pavement Overlay Wallace Kneeland				(200,000)	(504,585)					
Brockdale Paving - additional resources needed				40,000	40,000					
Solid Waste 2023 Expenses over budget								914,496		
Puget Sound Nutrient Grant							158,407			
Well 1 to High School Tank additional supplemental budget						200,000				200,000
Balancing Fund 302 Capital Improvement Fund		52,088			52,088					
Grand Totals	633,261	52,088	57,487	(92,004)	(263,475)	200,000	(138,462)	914,496	(296,869)	200,000



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item D2)

Touch Date: 11/07/2023
Brief Date: 12/05/2023
Action Date: 12/19/2023

Department: Public Works
Presented By: Kenny Oberg, Public Works Stormwater Technician

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

- | | | |
|-------------------------------------|------------------|--------------|
| <input checked="" type="checkbox"/> | Dept. Head | <u>J.O.H</u> |
| <input type="checkbox"/> | Finance Director | _____ |
| <input type="checkbox"/> | Attorney | _____ |
| <input checked="" type="checkbox"/> | City Clerk | _____ |
| <input type="checkbox"/> | City Manager | _____ |

REVIEWED:

PROGRAM/PROJECT TITLE:

Ordinance No. 2017-1123 Amending
SMC Related to Low Impact
Development Principles and Facilities

Action Requested:

- | | |
|-------------------------------------|------------|
| <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Motion |
| <input type="checkbox"/> | Other |

ATTACHMENTS:

- 1.Public Hearing Notice
- 2.Proposed Ordinance No.2017-1123
- 3.Proposed Ordinance No.2017-1123
Track Changes Version
- 4.Western Washington Phase II
Stormwater Permit
- 5.PPT Presentation

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 "Permittees shall review, revise, and make effective their local development-related codes, rules, standards or other enforceable documents to incorporate and require Low Impact Development (LID) principles and LID Best Management Practices (BMPs)". Ecology defines Low Impact Development as, "Low-impact development (LID) is 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." The Western Washington Phase II Municipal Stormwater Permit (Permit) provides minimum performance measures (top of page 12 of 56). One measure (S5.C.1.c.ii) is an ordinance or other enforceable document to incorporate and require LID principles and LID BMPs. Stacey Clear, 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 our legal department, the attached Ordinance was prepared.

ANALYSIS/OPTIONS/ALTERNATIVES:

Do not adopt this ordinance and be out of compliance with the City Phase II Stormwater Permit requirements.

BUDGET/FISCAL INFORMATION:

This Ordinance keeps the City of Shelton in compliance with the Western Washington Phase II Municipal Stormwater Permit. The City of Shelton Engineering Design and Construction Standards will be updated next year to include LID details and notes from the Department of Ecology Stormwater Management Manual for Western Washington.

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 22nd, 2023.

STAFF RECOMMENDATION/MOTION:

Staff requests a first reading of Ordinance No. 2017-1123 and: *"I move to forward Ordinance No. 2017-1123 to the December 19th City Council meeting for further consideration."*



CITY OF SHELTON
525 W. COTA ST.
SHELTON, WA 98584

TO: Shelton-Mason County Journal

DATE: November 14, 2023

Please publish the following notice on November 22nd, 2023

**NOTICE OF PUBLIC HEARING
for the
CITY OF SHELTON**

ORDINANCE NO. 2017-1123

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING THE
SHELTON MUNICIPAL CODE, RELATED TO LOW IMPACT DEVELOPMENT
PRINCIPLES AND FACILITIES**

The City Council will conduct a public hearing on December 5, 2023, at 6:00 p.m. to consider adopting an ordinance updating the Shelton Municipal Code relating to Low Impact Development Principles and Facilities. 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 2017-1123

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING THE SHELTON MUNICIPAL CODE RELATED TO LOW IMPACT DEVELOPMENT PRINCIPLES AND FACILITIES

WHEREAS, to help prevent water pollution, the City operates according to a permit from the National Pollution Discharge Elimination System (NPDES), which regulates municipal stormwater discharges; and

WHEREAS, as a Phase II permittee, the City of Shelton is required to review, revise, and make effective development related codes, rules, standards, or other enforceable documents to incorporate and require Low Impact Development (LID) principles and LID Best Management Practices (BMPs); and

WHEREAS, the City Council wishes to amend its existing development-related regulations, contained in Chapters 13.02, 20.40, 20.60, and 21.64 of the Shelton Municipal Code, to comply with NPDES requirements.

NOW, THEREFORE, the Shelton City Council ordains as follows:

Section 1. Section 13.02.020 of the Shelton Municipal Code is amended to add a new subsection H to the “Purposes” of the Chapter, as follows:

13.02.020 Purpose.

The provisions of this chapter are intended to guide and advise all who conduct new development or redevelopment within the city. The provisions of this chapter establish the minimum level of compliance which must be met to permit a property to be developed or redeveloped within the city. It is the purpose of this chapter to:

- A. Minimize water quality degradation and sedimentation in streams, ponds, lakes, wetlands and other water bodies;
- B. Minimize the impact of increased runoff, erosion and sedimentation caused by land development and maintenance practices;
- C. Maintain and protect ground water resources;
- D. Minimize adverse impacts of alterations on ground and surface water quantities, locations and flow patterns;
- E. Decrease potential landslide, flood and erosion damage to public and private property;
- F. Promote site planning and construction practices that are consistent with natural topographical, vegetational and hydrological conditions;

- G. Maintain and protect the city stormwater management infrastructure and those downstream;
- H. Maintain the natural hydrologic cycle by limiting clearing and retaining native vegetation where practicable;
- I. Provide a means of regulating clearing and grading of private and public land while minimizing water quality impacts in order to protect public health and safety; and
- J. Provide minimum development regulations and construction procedures which will preserve, replace or enhance, to the maximum extent practicable, existing vegetation to preserve and enhance the natural qualities of land, wetlands and water bodies;
- K. Promote the implementation of stormwater best management practices (BMPs) by the residents and businesses of the city. (Ord. 1993-0922 § 2, 2022; Ord. 1637-0305 § 1 (part), 2005; Ord. 1438-1295 (part), 1995)

Section 2. Section 20.60.120 of the Shelton Municipal Code is amended as follows:

20.60.120 General requirements.

In addition to any specific requirements provided for in other sections of this chapter, the following general requirements shall pertain to any landscaping and/or screening mandated by this chapter:

A. Areas Without Front Yard Setbacks. The following provision is intended to encourage and support pedestrian oriented development such as sidewalk-fronting commercial buildings, and other beneficial development patterns. These patterns are deemed to be beneficial due to their usefulness in creating more attractive and economically viable commercial areas:

1. Designated Tree Corridors. The following portions of public right-of-way are designated as tree corridors; Railroad Avenues between Front Street and Seventh Street;

Cota Street between First Street and Sixth Street; Fifth Street between Cota Street and Alder Street; Alder Street between First Street and Seventh Street; Olympic Highway North between Thirteenth Street and Wallace Kneeland Boulevard; and Olympic Highway South between Fairmount Street and the city limits;

2. The following standards shall apply within tree corridors if adjacent property owners are required to reconstruct sidewalks as per Chapter [12.08](#);

a. Trees shall be provided in the sidewalk in number equal to one per forty feet of parcel frontage excluding frontage within a vision clearance zone. Plantings shall occur at each lot line or at the edge of any vision clear zone related to views at intersections and driveways as defined in subsection B of this section. The required number of trees may, otherwise, be grouped or randomly spaced, as approved by the City Manager or designee,

b. Trees shall be provided by the city at city expense and shall be of a type minimizing likelihood of future damage to the sidewalk,

c. All designs details related to such things as planting area, grates, size of tree, etc., shall be negotiated between the city and the property owner responsible for the sidewalk reconstruction,

d. For areas without front yard setbacks, where trees are placed to city standards in the right-of-way the city will assume responsibility for maintenance one year after planting. During the first year the property owner shall be responsible for the maintenance and replanting of any damaged, diseased or dead trees,

e. On approval of the city, planting boxes of equivalent size and appearance may be placed on city right-of-way in place of trees,

f. On approval of the city, bioretention planters meeting the most current version of the City Design and Construction Standards Manual may be placed on city right-of-way with required street trees as described in this section,

g. The city may grant exception from these requirements in areas where, in the determination of the city, public or private projects provide a similar effect,

h. Exception to these requirements may be available as per subsection (e) of this section;

3. Other Areas Without Front Yard Setbacks. In areas without front yard setbacks, not designated as tree corridors, the above standards will be applied as appropriate through site plan review and as described in Chapters 2 and 3 of the most current City Design and Construction Standards Manual;

B. Vision Clearance. In order to protect vision clearances, the plant selection and placement shall be designated such that there is at every street intersection a clear view between heights of three and six feet in a triangle formed by the corner and points on the curb thirty feet from the intersection or entranceway.

C. Parking Areas. Parking areas shall be landscaped subject to the standards for parking lots found in Section [20.60.150](#). Where possible, vegetation and open space shall disconnect impervious surfaces. Vegetated/open space areas shall consist of vegetated filter strips, bioretention planters, and swales, etc.

Section 3. Section 20.60.130 of the Shelton Municipal Code is amended as follows:

20.60.130 Requirements for multifamily residential landscaping and screening.

In addition to any other requirements provided for in other sections of this chapter, the following requirements shall apply to any multifamily residential use governed by this chapter:

A. Perimeter Areas. Areas not covered with buildings, driveways and parking and loading areas shall be landscaped. Areas to be landscaped shall be covered with live plant materials which will ultimately cover seventy-five percent of the ground area, within three years. On approval by the City, low impact development related vegetation may be considered toward landscaping requirements. One tree a minimum of one and one-half inch caliper at planting shall be provided for every five hundred square feet of the area to be landscaped. In the selection of trees and shrubs, consideration shall be given to overall aesthetic impacts at maturity, unless infeasible or as otherwise required by the city, trees shall be of a variety expected to reach a minimum of twenty feet in height at maturity.

B. Buffer Areas. Where a multi residential development is contiguous to a zoning district of less intensive land uses, then the required perimeter area shall include visual screening at least six feet high. The screening may be achieved through any one or a combination of the methods described in the definitions section. (Ord. 1419-295 § 1 (part), 1995)

Section 4. Section 13.02.160 of the Shelton Municipal Code is amended as follows:

13.02.160 Approval standards

(A)(3)c. The following erosion and sediment control requirements shall be met:

- i. Erosion and Sediment Control Requirement No. 1—Stabilization and Sediment Trapping. All exposed and unworked soils shall be stabilized by suitable application of BMPs. From October 1st to April 30th, no soils shall remain unstabilized for more than two days. From May 1st to September 30th, no soils shall remain unstabilized for more than seven days. Prior to leaving the site, stormwater runoff shall pass through a sediment pond or sediment trap, or other BMPs.
- ii. Erosion and Sediment Control Requirement No. 2—Delineate Clearing and Easement Limits. In the field, mark clearing limits and/or any easements, setbacks, sensitive/critical areas and their buffers, trees and drainage courses. Native vegetation shall be preserved on site for as long as possible during the construction period, utilizing construction phasing where feasible.

Section 5. Section 20.40.050 of the Shelton Municipal Code is amended as follows:

20.40.050 Compact vehicle parking.

- A. A property owner may designate up to forty percent of the required parking stalls for compact vehicles.
- B. Parking lots with greater than 20 stalls shall designate a minimum 10 percent for compact vehicles.
- C. Compact stalls shall be clearly identified with pavement markings. (Ord. 1286 § 2 (part), 1990)

Section 6. Section 21.64.142 of the Shelton Municipal Code is amended as follows:

21.64.142 Allowed activities in wetlands and buffers.

The following uses and activities shall be allowed in wetlands or buffer areas subject to the priorities, protection, and mitigation requirements of this section:

A. Utility lines and facilities providing local delivery service, not including facilities such as electrical substations, water and sewage pumping stations, water storage tanks, petroleum products pipelines and not including transformers or other facilities containing hazardous substances, may be located in Category II, III, and IV wetlands and their buffers and/or Category I wetland buffers if the following criteria are met:

1. There is no reasonable location or route outside the wetland or wetland buffer based on analysis of system needs, available technology and alternative routes. Location within a wetland buffer shall be preferred over a location within a wetland.
2. The utility line is located as far from the wetland edge as possible and in a manner that minimizes disturbance of soils and vegetation.
3. Clearing, grading, and excavation activities are limited to the minimum necessary to install the utility line, which may include boring, and the area is restored following utility installation.
4. Buried utility lines shall be constructed in a manner that prevents adverse impacts to subsurface drainage. This may include the use of trench plugs or other devices as needed to maintain hydrology.
5. Impacts on wetland functions are mitigated in accordance with Section [21.64.143](#).

B. Public and private roadways and railroad facilities, including bridge construction and culvert installation, if the following criteria are met:

1. There is no reasonable location or route outside the wetland or wetland buffer based on analysis of system needs, available technology and alternative routes. Location within a wetland buffer shall be preferred over a location within a wetland.
2. Facilities parallel to the wetland edge are located as far from the wetland edge as possible and in a manner that minimizes disturbance of soils and vegetation.
3. Clearing, grading, and excavation activities are limited to the minimum necessary, which may include placement on elevated structures as an alternative to fill, where feasible.
4. Impacts on wetland functions are mitigated in accordance with Section [21.64.143](#).

C. Access to private development sites shall be permitted to cross Category II, III, or IV wetlands or their buffers, pursuant to the criteria in subsection B of this section; provided, that alternative access shall be pursued to the maximum extent feasible, including through the provisions of Chapter [8.24](#) RCW. Exceptions or deviations from technical standards for width or other dimensions, and specific construction standards to minimize impacts shall be specified, including placement on elevated structures as an alternative to fill, if feasible.

D. Maintenance, repair, or operation of existing structures, facilities, or improved areas, including minor modification of existing serviceable structures within a buffer zone where modification does not adversely impact wetland functions, and subject to the provisions for nonconforming use and facilities.

E. Stormwater conveyance or discharge facilities such as dispersion trenches, bioretention areas, level spreaders, and outfalls shall be permitted within a Category II, III, or IV wetland buffer on a case-by-case basis if the following are met:

1. Due to topographic or other physical constraints, there are no feasible locations for these facilities to discharge to surface water through existing systems or outside the buffer. Locations and designs that infiltrate water shall be preferred over a design that crosses the buffer.
2. The discharge is located as far from the wetland edge as possible and in a manner that minimizes disturbance of soils and vegetation and avoids long-term rill or channel erosion.

ORDINANCE NO 2017-1123

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING THE SHELTON MUNICIPAL CODE, RELATED TO LOW IMPACT DEVELOPMENT PRINCIPLES AND FACILITIES

WHEREAS, to help prevent water pollution, the City operates according to a permit from the National Pollution Discharge Elimination System (NPDES), which regulates municipal stormwater discharges; and

WHEREAS, as a Phase II permittee, the City of Shelton is required to review, revise, and make effective development related codes, rules, standards, or other enforceable documents to incorporate and require Low Impact Development (LID) principles and LID Best Management Practices (BMPs); and

WHEREAS, the City Council wishes to amend its existing development-related regulations, contained in Chapters 13.02, 20.40, 20.60, and 21.64 of the Shelton Municipal Code, to comply with NPDES requirements.

NOW, THEREFORE, the Shelton City Council ordains as follows:

Section 1. Section 13.02.020 of the Shelton Municipal Code is amended to add a new subsection H to the “Purposes” of the Chapter, as follows:

13.02.020 Purpose.

The provisions of this chapter are intended to guide and advise all who conduct new development or redevelopment within the city. The provisions of this chapter establish the minimum level of compliance which must be met to permit a property to be developed or redeveloped within the city. It is the purpose of this chapter to:

- A. Minimize water quality degradation and sedimentation in streams, ponds, lakes, wetlands and other water bodies;
- B. Minimize the impact of increased runoff, erosion and sedimentation caused by land development and maintenance practices;
- C. Maintain and protect ground water resources;
- D. Minimize adverse impacts of alterations on ground and surface water quantities, locations and flow patterns;
- E. Decrease potential landslide, flood and erosion damage to public and private property;
- F. Promote site planning and construction practices that are consistent with natural topographical, vegetational and hydrological conditions;

G. Maintain and protect the city stormwater management infrastructure and those downstream;

H. Maintain the natural hydrologic cycle by limiting clearing and retaining native vegetation where practicable;

HJ. Provide a means of regulating clearing and grading of private and public land while minimizing water quality impacts in order to protect public health and safety; and

IJ. Provide minimum development regulations and construction procedures which will preserve, replace or enhance, to the maximum extent practicable, existing vegetation to preserve and enhance the natural qualities of land, wetlands and water bodies;

JK. Promote the implementation of stormwater best management practices (BMPs) by the residents and businesses of the city. (Ord. 1993-0922 § 2, 2022; Ord. 1637-0305 § 1 (part), 2005; Ord. 1438-1295 (part), 1995)

Section 2. Section 20.60.120 of the Shelton Municipal Code is amended as follows:

20.60.120 General requirements.

In addition to any specific requirements provided for in other sections of this chapter, the following general requirements shall pertain to any landscaping and/or screening mandated by this chapter:

A. Areas Without Front Yard Setbacks. The following provision is intended to encourage and support pedestrian oriented development such as sidewalk-fronting commercial buildings, and other beneficial development patterns. These patterns are deemed to be beneficial due to their usefulness in creating more attractive and economically viable commercial areas:

1. Designated Tree Corridors. The following portions of public right-of-way are designated as tree corridors; Railroad Avenues between Front Street and Seventh Street;

Cota Street between First Street and Sixth Street; Fifth Street between Cota Street and Alder Street; Alder Street between First Street and Seventh Street; Olympic Highway North between Thirteenth Street and Wallace Kneeland Boulevard; and Olympic Highway South between Fairmount Street and the city limits;

2. The following standards shall apply within tree corridors if adjacent property owners are required to reconstruct sidewalks as per Chapter [12.08](#);

a. Trees shall be provided in the sidewalk in number equal to one per forty feet of parcel frontage excluding frontage within a vision clearance zone. Plantings shall occur at each lot line or at the edge of any vision clear zone related to views at intersections and driveways as defined in subsection B of this section. The required number of trees may, otherwise, be grouped or randomly spaced, as approved by the City Manager or designee,

b. Trees shall be provided by the city at city expense and shall be of a type minimizing likelihood of future damage to the sidewalk,

c. All design details related to such things as planting area, grates, size of tree, etc., shall be negotiated between the city and the property owner responsible for the sidewalk reconstruction,

d. For areas without front yard setbacks, where trees are placed to city standards in the right-of-way, the city will assume responsibility for maintenance one year after planting. During the first year the property owner shall be responsible for the maintenance and replanting of any damaged, diseased or dead trees,

e. On approval of the city, planting boxes of equivalent size and appearance may be placed on city right-of-way in place of trees,

f. On approval of the city, bioretention planters meeting the most current version of the City Design and Construction Standards Manual may be placed on city right-of-way with required street trees as described in this section,

fg. The city may grant exception from these requirements in areas where, in the determination of the city, public or private projects provide a similar effect,

gh. Exception to these requirements may be available as per subsection (e) of this section;

3. Other Areas Without Front Yard Setbacks. In areas without front yard setbacks, not designated as tree corridors, the above standards will be ~~encouraged~~ applied as appropriate through site plan review and as described in Chapters 2 and 3 of the most current City Design and Construction Standards Manual;

B. Vision Clearance. In order to protect vision clearances, the plant selection and placement shall be designated such that there is at every street intersection a clear view between heights of three and six feet in a triangle formed by the corner and points on the curb thirty feet from the intersection or entranceway.

C. Parking Areas. Parking areas shall be landscaped subject to the standards for parking lots found in Section 20.60.150. Where possible, vegetation and open space shall disconnect impervious surfaces. Vegetated/open space areas shall consist of vegetated filter strips, bioretention planters, and swales, etc.

Section 3. Section 20.60.130 of the Shelton Municipal Code is amended as follows:

20.60.130 Requirements for multifamily residential landscaping and screening.

In addition to any other requirements provided for in other sections of this chapter, the following requirements shall ~~be required in~~ apply to any multifamily residential use governed by this chapter:

A. Perimeter Areas. Areas not covered with buildings, driveways and parking and loading areas shall be landscaped. Areas to be landscaped shall be covered with live plant materials which will ultimately cover seventy-five percent of the ground area, within three years. On approval by the City, low impact development related vegetation may be considered toward landscaping requirements. One tree a minimum of one and one-half inch caliper at planting shall be provided for every five hundred square feet of the area to be landscaped. In the selection of trees and shrubs, consideration ~~should~~ shall be given to overall aesthetic impacts at maturity, unless infeasible or as otherwise required by the city. ~~Trees should~~ shall be of a variety expected to reach a minimum of twenty feet in height at maturity.

B. Buffer Areas. Where a multi residential development is contiguous to a zoning district of less intensive land uses, then the required perimeter area shall include visual screening at least six feet high. The screening may be achieved through any one or a combination of the methods described in the definitions section. (Ord. 1419-295 § 1 (part), 1995)

Section 4. Section 13.02.160 of the Shelton Municipal Code is amended as follows:

13.02.160 Approval standards

(A)(3)c. The following erosion and sediment control requirements shall be met:

- i. Erosion and Sediment Control Requirement No. 1—Stabilization and Sediment Trapping. All exposed and unworked soils shall be stabilized by suitable application of BMPs. From October 1st to April 30th, no soils shall remain unstabilized for more than two days. From May 1st to September 30th, no soils shall remain unstabilized for more than seven days. Prior to leaving the site, stormwater runoff shall pass through a sediment pond or sediment trap, or other BMPs.
- ii. Erosion and Sediment Control Requirement No. 2—Delineate Clearing and Easement Limits. In the field, mark clearing limits and/or any easements, setbacks, sensitive/critical areas and their buffers, trees and drainage courses. Native vegetation shall be preserved on site for as long as possible during the construction period, utilizing construction phasing where feasible.

Section 5. Section 20.40.050 of the Shelton Municipal Code is amended as follows:

20.40.050 Compact vehicle parking.

A. A property owner may designate up to forty percent of the required parking stalls for compact vehicles.

B. Parking lots with greater than 20 stalls shall designate a minimum 10 percent for compact vehicles.

BC. Compact stalls shall be clearly identified with pavement markings. (Ord. 1286 § 2 (part), 1990)

Section 6. Section 21.64.142 of the Shelton Municipal Code is amended as follows:

21.64.142 Allowed activities in wetlands and buffers.

The following uses and activities ~~may~~ shall be allowed in wetlands or buffer areas subject to the priorities, protection, and mitigation requirements of this section:

A. Utility lines and facilities providing local delivery service, not including facilities such as electrical substations, water and sewage pumping stations, water storage tanks, petroleum products pipelines and not including transformers or other facilities containing hazardous substances, may be located in Category II, III, and IV wetlands and their buffers and/or Category I wetland buffers if the following criteria are met:

1. There is no reasonable location or route outside the wetland or wetland buffer based on analysis of system needs, available technology and alternative routes. Location within a wetland buffer shall be preferred over a location within a wetland.
2. The utility line is located as far from the wetland edge as possible and in a manner that minimizes disturbance of soils and vegetation.
3. Clearing, grading, and excavation activities are limited to the minimum necessary to install the utility line, which may include boring, and the area is restored following utility installation.
4. Buried utility lines shall be constructed in a manner that prevents adverse impacts to subsurface drainage. This may include the use of trench plugs or other devices as needed to maintain hydrology.
5. Impacts on wetland functions are mitigated in accordance with Section [21.64.143](#).

B. Public and private roadways and railroad facilities, including bridge construction and culvert installation, if the following criteria are met:

1. There is no reasonable location or route outside the wetland or wetland buffer based on analysis of system needs, available technology and alternative routes. Location within a wetland buffer shall be preferred over a location within a wetland.
2. Facilities parallel to the wetland edge are located as far from the wetland edge as possible and in a manner that minimizes disturbance of soils and vegetation.
3. Clearing, grading, and excavation activities are limited to the minimum necessary, which may include placement on elevated structures as an alternative to fill, where feasible.
4. Impacts on wetland functions are mitigated in accordance with Section [21.64.143](#).

C. Access to private development sites ~~may~~ shall be permitted to cross Category II, III, or IV wetlands or their buffers, pursuant to the criteria in subsection B of this section; provided, that alternative access shall be pursued to the maximum extent feasible, including through the provisions of Chapter [8.24](#) RCW. Exceptions or deviations from technical standards for width or other dimensions, and specific construction standards to minimize impacts ~~may~~ shall be specified, including placement on elevated structures as an alternative to fill, if feasible.

D. Maintenance, repair, or operation of existing structures, facilities, or improved areas, including minor modification of existing serviceable structures within a buffer zone where modification does not adversely impact wetland functions, and subject to the provisions for nonconforming use and facilities.

E. Stormwater conveyance or discharge facilities such as dispersion trenches, bioretention areas, level spreaders, and outfalls ~~may~~ shall be permitted within a Category II, III, or IV wetland buffer on a case-by-case basis if the following are met:

1. Due to topographic or other physical constraints, there are no feasible locations for these facilities to discharge to surface water through existing systems or outside the buffer. Locations and designs that infiltrate water shall be preferred over a design that crosses the buffer.
2. The discharge is located as far from the wetland edge as possible and in a manner that minimizes disturbance of soils and vegetation and avoids long-term rill or channel erosion.

Issuance Date: July 1, 2019
Effective Date: August 1, 2019
Expiration Date: July 31, 2024

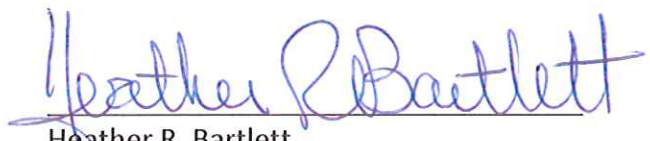
Western Washington Phase II Municipal Stormwater Permit

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.¹
- 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

¹ 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.² 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.

² 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 Planning³ (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

³ 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. ⁴
 - 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:

⁴ 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:⁵
 - 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).⁶
- (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.⁷

⁵ 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.

⁶ No later than October 1, 2021, New Permittees shall begin to implement the strategy developed in S5.C.2.a.ii.(c).

⁷ 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 MS4.⁸

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.^{9,10}
- 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.

⁸ 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.

⁹ 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.

¹⁰ 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 MS4.¹¹

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

¹¹ 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 MS4.¹² 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.¹³ 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.¹⁴
- e. Each Permittee shall implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the Permittee's MS4.¹⁵ 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.

¹² New Permittees shall fully implement the requirements of S5.C.5.d no later than August 1, 2023.

¹³ 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.

¹⁴ New Permittees shall develop and begin implementing the ongoing training program described in S5.C.5.d.iii no later than February 2, 2021.

¹⁵ 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.¹⁶
- 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.

¹⁶ 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.¹⁷

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 applications¹⁸ submitted:

- i. On or after July 1, 2022.
 - ii. Prior to January 1, 2017, that have not started construction¹⁹ by January 1, 2022.²⁰
 - 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

¹⁷ 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.*

¹⁸ 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.

¹⁹ 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.

²⁰ 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.²¹
- 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.²²

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.²³

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

²¹ New Permittees shall meet the requirements of S5.C.6.d beginning no later than August 1, 2019.

²² New Permittees shall meet the requirements of S5.C.6.e no later than December 31, 2022.

²³ 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.²⁴ 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

²⁴ 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.”²⁵

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.

²⁵ 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,²⁶ and an enforcement plan to ensure compliance with illicit discharge policies.²⁷ 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

²⁶ 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.

²⁷ 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.²⁸
- 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

²⁸ 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.²⁹
- 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).

²⁹ 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.³⁰

- 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.

³⁰ 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.³¹
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.

³¹ 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.

Low Impact Development

Shelton Municipal Code
Review and Amendments

December 5th, 2023





Presentation Overview

- What is Low Impact Development (LID)?
- Permit Requirements
- Shelton Municipal Code Review and proposed amendments
- Questions



What is LID?

- The Western Washington Phase II Stormwater Permit defines LID as:
- "Low-impact development (LID) is 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."

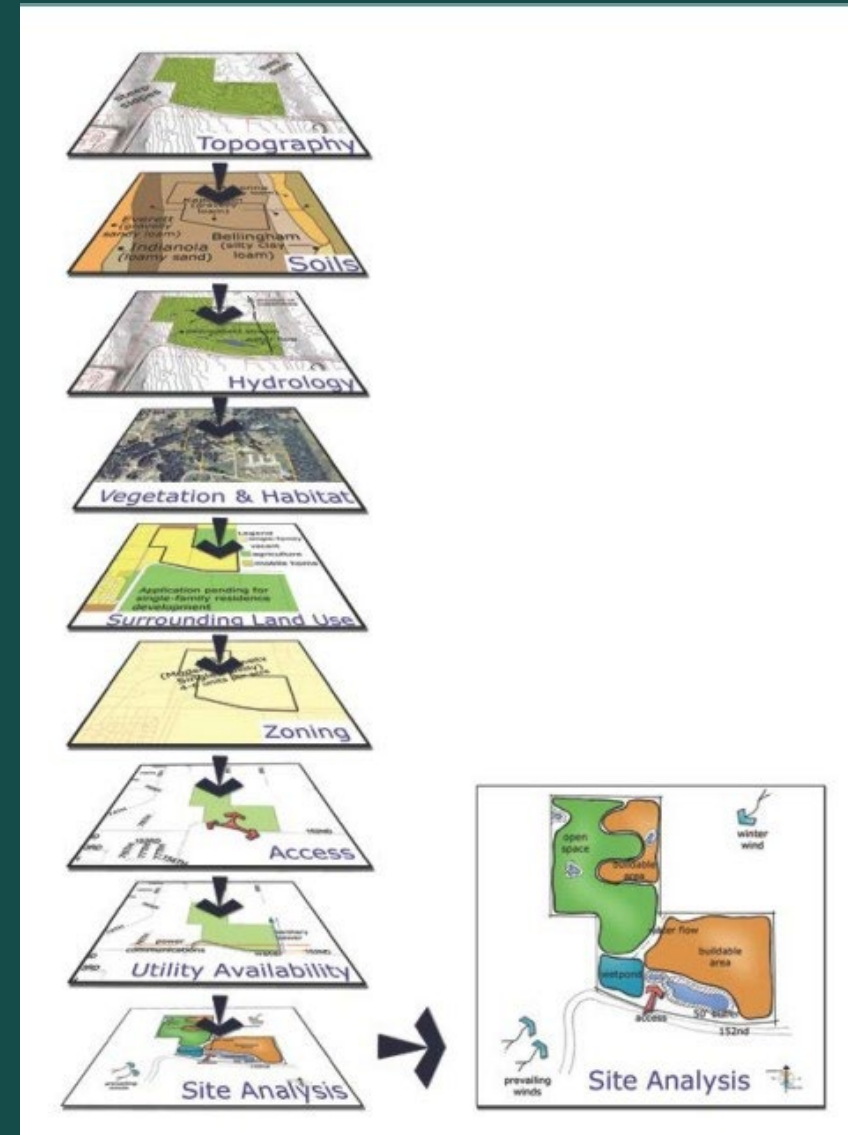


What is LID?

- LID stormwater facilities
 - Reduce runoff volume, in turn minimizing peak flows
 - Remove pollutants from stormwater
 - Replenish streams and wetlands
 - Reduce the size of stormwater facilities
 - Increase open space
 - Visually appealing
 - Can result in construction and maintenance cost savings

LID Key Principles

- Conserve Vegetation
- Reduce and Disconnect Impervious Surfaces
- Distribute small-scale techniques
- Infiltrate on site (when feasible)





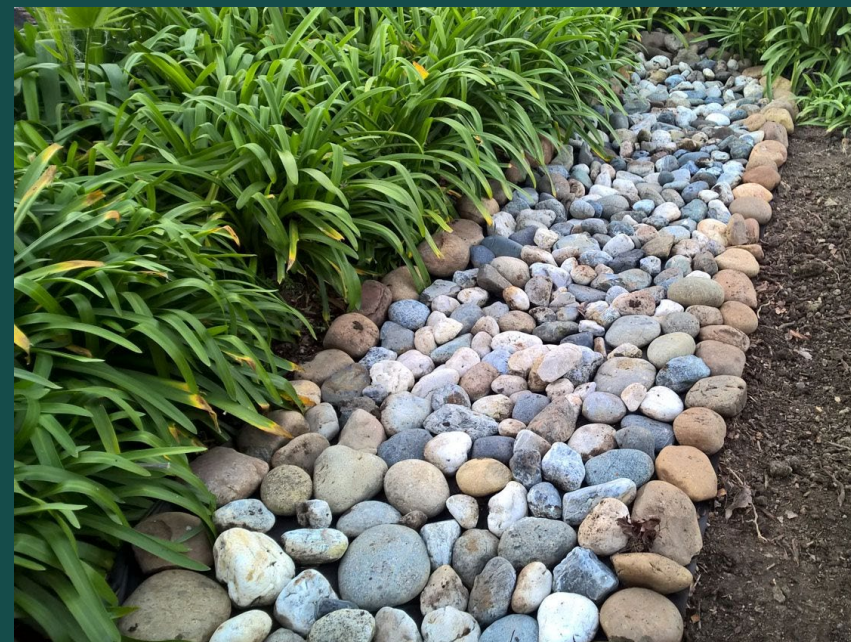
LID Practices vs Traditional Practices

- Traditional Practices
 - Centralized
 - Constructed to collect and remove runoff quickly
 - Total grading of development site
- LID Practices
 - Smaller facilities
 - Decentralized
 - Integrated within the landscape

Conventional Stormwater Detention Pond

- Costly to install
- Requires large amounts of space
- Typically, one point of failure in the system





Decentralized LID Facilities



Phase II Stormwater Permit Requirements

- Annually assess and document any newly identified administrative or regulatory barriers to the implementation of LID principles and LID Best Management Practices (BMPs).
- Review, revise, and make effective local development-related codes, rules, standards to incorporate and require LID principles and LID BMPs where feasible.
- Overall intent is to make LID the preferred and commonly-used approach to site development.

City of Shelton Municipal Code Review and Proposed Amendments

- Limit clearing and retain native vegetation where practicable.
- LID facilities within the public right of way planter strip.
- Encouraging the disconnection of parking lot impervious surfaces through open space and vegetation retention or planting.
- Compact vehicle parking stall requirements (reduction in overall surface area required for parking).
- LID related vegetation can be utilized to meet landscaping and screening requirements for multifamily residential sites.
- Stormwater bioretention areas allowed within a category II, III, or IV wetland buffer upon approval by the City.



Questions





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item D3)

Touch Date: 11/21/2023
Brief Date: 12/05/2023
Action Date: 12/19/2023

Department: Public Works
Presented By: Kenny Oberg, Public Works Stormwater Technician

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

Stormwater Capacity
Grant Acceptance

☐

Ordinance

☒ Dept. Head

J.O.H

☐ Finance Director

ATTACHMENTS:

☒

Resolution

☐ Attorney

- 1. Resolution No. 1302-1123
- 2. Ecology Stormwater Grant
Funding Agreement No.

☒

Motion

☒ City Clerk

WQSWCAP-2325-ShelPW-00048

☐

Other

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In 2019, the City of Shelton began operating under the National Pollution Discharge Elimination System (NPDES) Phase II Permit, issued by the Department of Ecology.

In order to assist cities with activities associated with implementation of their Phase II Permit, the Department of Ecology created a Biennial Stormwater Capacity Grant. For this grant funding cycle, the Department of Ecology provided a total of \$130,000 of grant funding to the City for the 2023-2025 biennium.

Although city staff did not receive grant documents until November 16, 2023, the grant has an effective date of 7/1/2023, which means any eligible expenditures that have occurred since that date would be reimbursable by the grant.

The Department of Ecology Biennial Stormwater Capacity Grant does not have a city-match requirement; any eligible expenditures are 100% reimbursable, up to the grant amount. For this reason, staff is requesting Council take immediate action on this item so any eligible activity previously completed can be billed to and reimbursed by the grant as soon as the Funding Agreement is fully executed.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The \$130,000 Stormwater Capacity Grant does not have a city match requirement. City staff has earmarked a portion of the grant funds for Mason Conservation District to complete NPDES Public Outreach and Education activities, as previously approved by Council through Resolution No. 1219-1121.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends a motion: *"I move to forward Resolution Number 1302-1123 to the December 19th, 2023, City Council meeting for additional consideration".*

RESOLUTION NO. 1302-1123

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON ACCEPTING A STORMWATER CAPACITY GRANT FROM THE DEPARTMENT OF ECOLOGY AND AUTHORIZING THE CITY MANAGER TO SIGN THE FUNDING AGREEMENT AND OTHER RELATED DOCUMENTS AS NEEDED

WHEREAS, in 2019, the City of Shelton began operating under the National Pollution Discharge Elimination System (NPDES) Phase II Stormwater Permit, issued by the Department of Ecology; and

WHEREAS, in order to assist cities with the cost of activities associated with implementation of the Phase II Stormwater Permit, the Department of Ecology created a Biennial Stormwater Capacity Grant; and

WHEREAS, The City of Shelton was awarded \$130,000 in Stormwater Capacity Grant funds for the 2023-2025 Biennium; and

WHEREAS, the Stormwater Capacity Grant does not have a city-match requirement so all eligible expenditures, up to the awarded amount, are 100% reimbursable by the grant.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, that the Department of Ecology Stormwater Capacity Grant is hereby accepted, and the City Manager is authorized to sign Funding Agreement Number WQSWCAP-2325-ShelPW-00048, as well as any other amendments or related documents as needed.

INTRODUCED on the 5th day of December 2023 and **PASSED** on this 19th day of December 2023 by the City Council of the City of Shelton.

ATTEST:

Mayor Onisko

City Clerk Nault



Agreement No. WQSWCAP-2325-ShelPW-00048

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SHELTON

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Shelton, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

RECIPIENT INFORMATION

Organization Name: City of Shelton

Federal Tax ID: 91-6001277
UEI Number: FKQ8KDH189W7

Mailing Address: 525 W Cota Street
Shelton, WA 98584

Physical Address: 525 W Cota Street
Shelton, Washington 98584

Organization Email: jay.harris@sheltonwa.gov
Organization Fax: (360) 426-7746

Contacts

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

Project Manager	<p>Kenny Oberg Stormwater Technician</p> <p>525 W Cota Street Shelton, Washington 98584 Email: kenny.oberg@sheltonwa.gov Phone: (360) 426-9731</p>
Billing Contact	<p>Don Kuismi Budget Coordinator & Grants Administrator</p> <p>525 W Cota Street Shelton, Washington 98584 Email: dkuismi@ci.shelton.wa.us Phone: (360) 432-5155</p>
Authorized Signatory	<p>Mark Ziegler City Manager</p> <p>525 W Cota Street Shelton, Washington 98584 Email: mark.ziegler@sheltonwa.gov Phone: (360) 426-9731</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<div>Kyle Graunke</div> <div>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</div>
Financial Manager	<div>Kyle Graunke</div> <div>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</div>

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Shelton

By:

By:

Vincent McGowan, P.E.

Date

Mark Ziegler

Date

Water Quality

City Manager

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

SCOPE OF WORK

Task Number: 1

Task Cost: \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Kenny Oberg

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

SCOPE OF WORK

Task Number: 2

Task Cost: \$125,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vacuum truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Kenny Oberg

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG240322

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2023

Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00
Total: \$ 130,000.00	

Agreement No: WQSWCAP-2325-ShelPW-00048
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Shelton

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-ShelPW-00048
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Shelton

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item D4)

Touch Date: 11/13/2023
Brief Date: 12/05/2023
Action Date: 12/19/2023

Department: Public Works

Presented By: Aaron Nix, Capital Projects Manager

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

- ☒ Dept. Head
- ☐ Finance Director
- ☐ Attorney
- ☒ City Clerk
- ☐ City Manager

REVIEWED:

J.O.H

PROGRAM/PROJECT TITLE:
**Well 1 Pipeline Pressurization
Project (Project Management)**

ATTACHMENTS:

1. **Resolution No. 1301-1123**
2. **Contract Amendment #4,
Construction Management,
Well #1 Pipeline
Pressurization Project**

Action Requested:

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☐ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City of Shelton was awarded Department of Commerce grant funds in order to design and construct improvements associated with upgrading an existing 20-24" gravity water line from our Well #1 site down to the High School tank, approximately 4,700 linear feet of pipe and improvements associated with well #1, the Spring's facility and the High School tank. Gray and Osborne, Inc. was selected in order to complete the design, permitting, and getting the project to bid. This additional request for funds is outlined within the attached amendment and accompanying documents is for construction management and inspection services to complete construction of the project.

ANALYSIS/OPTIONS/ALTERNATIVES

The project has been planned for and budgeted accordingly in order to cover the costs associated with design and construction of the well #1 Pipeline Pressurization Project. No construction alternatives exist as it pertains to this work, as the project is intended to improve both the City's ability to supply water in this area, as well as eliminate any potential issues of the non-pressurized water system in this area. The city currently does not have adequate levels of staffing for project management and inspection of a project of this size and complexity.

BUDGET/FISCAL INFORMATION:

Staff have budgeted sufficient funds in order to complete the construction of this project and provide design/construction management services in order to complete this work. The total estimated design/construction funds needed in order to complete this work is estimated at \$2,743,039.70. Costs are outlined and shown below:

Well #1 Pipeline Pressurization Project Total Costs			
Design and Permitting		\$	247,940.00
Construction Management		\$	289,860.00
Total Consultant		\$	537,800.00
Low Bid for Project		\$	2,040,217.60
New Total with Construction Management Services		\$	2,578,017.60
Added Contingency	10%	\$	154,022.00
Total Project Costs		\$	2,732,039.70

A total of \$2,735,000 is currently budgeted towards completing the project with the 11/21/2023 Council approval of the FY 2024 budget. \$2,000,000 of project funding is provided from State Department of Commerce Grant Funds

PUBLIC INFORMATION REQUIREMENTS:

Grant, design, contracts, and associated documents as it pertains to this project have been included within past and present Council packet materials. All materials are available and can be obtained from the Shelton Public Works Department.

STAFF RECOMMENDATION/MOTION:

"I move to place Amendment #4 to the design/construction management contract with Gray and Osborne, Inc. for the Well #1 Pipeline Pressurization Project to the action agenda for the December 19th Council meeting."

RESOLUTION NO. 1301-1123

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE SUPPLEMENTAL AGREEMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. TITLED, WELL #1 PIPELINE PRESSURIZATION PROJECT

WHEREAS, on June 19, 2018, the City Council approved a \$68,340 contract with Gray & Osborne, Inc. for funding application-level design efforts for Well #1 Project Design Services; and

WHEREAS, the funding application-level design was completed and submitted to the Washington State Department of Commerce to apply for the State's funds for a Corona Virus Fiscal Recovery Grant; and

WHEREAS, on January 21, 2020, the Council approved Supplemental Agreement No. 1 to the Contract with Gray & Osborne, extending the Contract end date to June 30, 2020; and

WHEREAS, In April of 2021, Supplemental Agreement No. 2 was executed for formal design and permitting work at a cost of \$102,500; and

WHEREAS, in September of 2021, the City of Shelton was awarded \$2,000,000 from the Department of Commerce of American Rescue Plan Act monies to be utilized for designing and constructing the well #1 pipeline pressurization project; and

WHEREAS, in January of 2022, Supplemental Agreement No. 3 was executed for additional design engineering services and bidding support, at a cost of \$77,000 dollars (grand total of \$247, 940); and

WHEREAS, the project is now ready to commence construction and construction management efforts are needed in order to assist the City with project engineering, record keeping and construction inspection services; and

WHEREAS, Gray & Osborne, Inc. is the most qualified firm to perform construction management on this project since they are the design firm of record, as well as previously provided Construction Management Support to the City during construction of several, related projects; and

WHEREAS, Gray & Osborne, Inc. has proposed Supplemental Agreement No. 4, which will extend the Contract end date to December 31, 2024 and add \$289,860 to the Contract amount, to provide construction management and inspection services services in support of the Well #1 Pipeline Pressurization Project.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the City Manager is authorized to sign Supplemental Agreement No. 4 to the Professional Services Contract with Gray & Osborne, Inc. to allow for Construction Management Support on the Well #1 Pipeline Pressurization Project.

INTRODUCED on the 5th day of December 2023 and **PASSED** by the City Council at its regular meeting held on this 21st day of December 2023.

ATTEST:

Mayor Onisko

City Clerk Nault

Amendment to Contract No. 4

Firm Name Gray and Osborne, Inc.

Name of Contract Well #1 Pipeline Pressurization Project Construction
Management Services

City of Shelton desires to amend the agreement entered into with Gray and Osborne, Inc., executed on September 4, 2018 and identified as the Well #1 Rehabilitation Project Design Services.

Section 1 of the Contract for Services: Scope of Services to be performed by Consultant is hereby amended to include the scope and services defined in Exhibit A-4, attached hereto and incorporated herein by this reference as if fully set forth in this contract.

Section 6 of the Contract for Services: Compensation and Method of Payment is hereby amended to add \$289,860 to the cost of the contract as depicted in Exhibit B-4, attached hereto and incorporated herein by this reference as if fully set forth in this contract, for a new total contract cost of \$537,800.

Section 8 of the Contract for Services: Duration of Agreement is hereby amended to read:

This agreement shall be in full force and effect for a period commencing on the date of the last signature fixed hereto and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.

DATED this 19th day of December, 2023

Gray and Osborne, Inc.

CITY OF SHELTON

Michael B. Johnson, P.E., President

Jay Harris, P.E., Public Works Director

EXHIBIT A-4

SCOPE OF WORK

CITY OF SHELTON CONSTRUCTION ASSISTANCE – WELL 1 PIPELINE PRESSURIZATION PROJECT

PROJECT UNDERSTANDING

The City Well 1 Pipeline Pressurization Project includes the following major items of construction.

- Well 1 site modifications.
- Open cut water main, including 850 linear feet of 12-inch HDPE water main from Well 1 site to Shelton Springs site.
- Shelton Springs site modifications.
- Slipline water main, including 3,800 linear feet of 12-inch HDPE water main in existing 24-inch and 20-inch steel pipes, from Shelton Springs site to new pressure sustaining valve (PSV) vault.
- High school reservoir site and PSV vault modifications.
- Well 14 site modifications.

The Contract time for the Project is a total of 100 working days to Substantial Completion, or approximately 20 weeks. The City has requested assistance for the construction phase of the Project.

SCOPE OF WORK

The Engineering Services include the following Construction Assistance Tasks.

Task 1 – Bid Documents

As part of the final preparation of Bid Documents, City staff requested a number of additional and revised design elements at the multiple sites and areas of construction included within the scope of the Project. The additional Engineering Services include preparation of Plans, Specifications, and Cost Estimates for the following.

- A. Revise Well 1 site modifications to modify pump to waste receiving area, to accommodate air release and freeze protection on the well discharge piping, to add provisions for future chlorination building, to add provisions for future emergency generator, to add paved site access, and to revise site fencing and restoration.
- B. Revise Shelton Springs site modifications to include provisions for future pipe and pump connection to the Springs structure.

- C. Revise slipline part of Project to provide additional access points and to add grouting of the annular space within the existing pipeline.
- D. Revise high school reservoir site modifications to revise fencing and access gates, and to add slope restoration provisions.

Task 2 – Preconstruction Services

- A. Prepare Conformed Documents (Plans and Specifications) with incorporation of the Addenda issued during the bid phase.
- B. Preconstruction Meeting: Coordinate and conduct a preconstruction conference to establish administrative procedures for the Project.

Task 3 – Construction Contract Administration

- A. Construction schedule: Review and comment on the Contractor's construction schedule. Monitor the Contractor's progress in relation to the schedule. Keep the parties advised on the time limit as it relates to the performance schedule.
- B. Construction meetings: Coordinate and conduct construction meetings over duration of construction phase. Major meeting items to include schedule status, construction progress, construction issues, Change Order Proposals, submittals, and pay estimates. Construction meetings will be held weekly.
- C. Monthly progress estimates: Review Contractor's monthly progress payment requests.
- D. Project closeout: Assist the City in obtaining from the Contractor bonds, warranties, and as-built drawings. Prepare Record Drawings.
- E. Per the Project Specifications, Construction Survey is required to be completed by the Contractor. As such, no time is included for a Construction Survey Task.

Task 4 – Office Engineering

- A. Review submittals: Review material and non-material submittals for compliance with design intent and general conformity to the Contract Drawings and Specifications.
- B. Review "or equal" products: Review Proposals from the Contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the Contract Drawings and Specifications.

- C. Clarify design intent: Respond to the Contractor's questions and provide interpretation of the Contract Specifications and Drawings, which address and clarify design intent. Prepare supplementary sketches to clarify conditions. Maintain records of telephone meetings concerning design intent.
- D. Evaluate Change Orders: Estimate the added or reduced cost of changes during construction to be used in negotiation of Contract Change Orders. Provide engineering design for Change Orders as directed by the City. Evaluate the impact of Change Orders on the construction schedule and recommend eligible time extensions.
- E. Provide office support for field activities.

Task 5 – Construction Monitoring

- A. Provide inspection for the duration of the project. The Resident Inspector will keep track of daily quantities, maintain daily reports, review and recommend payment request, prepare and maintain field set of Record Drawings, provide general paperwork, and communicate directly to the Project Manager. The Fee Proposal assumes 100 working days of full-time inspection.
- B. Conduct final inspections: Conduct Substantial Completion inspections, punchlists, review compliance and recommend acceptance by the City.

BUDGET

Based on the Scope of Work as previously described, the total estimated cost for completing the Engineering Services Tasks is \$289,860, as shown in the attached Exhibit B-4.

EXHIBIT B-4

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Shelton - Construction Assistance - Well 1 Pipeline Pressurization

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	Inspector Hours
1 Bid Documents	32	80	120	48	120	
2 Preconstruction Services	8	8	12	2	8	8
3 Construction Contract Administration	80	40	40		32	
4 Office Engineering	48	80	80	40	64	
5 Construction Monitoring	8	12	12			800
Hour Estimate:	176	220	264	90	224	808
Estimated Hourly Rates:	\$229	\$183	\$138	\$201	\$107	\$158
Direct Labor Cost	\$40,304	\$40,260	\$36,432	\$18,090	\$23,968	\$127,664

Total Fully Burdened Labor Cost \$ 286,718

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ current TRS rate) \$ 3,142

TOTAL ESTIMATED COST: \$ 289,860

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



**CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item D5)**

Touch Date: 11/21/2023
Brief Date: 12/05/2023
Action Date: 12/19/2023

Department: **Executive**
Presented By: **Mark Ziegler**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Prosecutor Services

☐ Ordinance

☐ Dept. Head

☐ Resolution

☐ Finance Director

ATTACHMENTS:

Contract – Gunderson Law Firm

☒ Motion

☒ Attorney

☐ Other

☒ City Clerk

☒ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City's contracted municipal court prosecutor provided notice of contract termination in August 2023. A request for proposals was advertised in September and Gunderson law Firm was the sole respondent.

Staff has reviewed the qualifications and performed an interview and finds that Gunderson Law Firm meets the requirements of the City to provide prosecutorial services in Shelton Municipal Court. The firm has experience over the last seven years providing municipal prosecutor services for cities such as Lakewood, Ruston, Black Diamond, and Sumner.

ANALYSIS/OPTIONS/ALTERNATIVES:

City Council may choose to direct staff to issue a new RFP and evaluate applicants responding to that solicitation following the closing date.

BUDGET/FISCAL INFORMATION:

The contract is for \$10,000 per month for all in-court and out-of-court work. Additional services such as staff training and additional court calendars are compensated at \$500 for each half-day.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the City Clerks' Office.

STAFF RECOMMENDATION/MOTION:

Staff requests "I move to place the contract for prosecution services on the December 19, 2023 action agenda for further consideration".

CONTRACT FOR PROSECUTION SERVICES

This Agreement is made and entered into by and between the City of Shelton, a municipal corporation in Mason County, Washington, hereinafter referred to as the “City,” and Gunderson law Firm, hereinafter referred to as “Contractor”/“Consultant.”

WHEREAS, the City is in need of professional criminal and contested infraction prosecution services, and

WHEREAS, the Contractor affirms that he possesses the relevant experience, ability, and resources to perform the required services as defined herein in a competent manner, in exchange for compensation provided for in this Agreement, and

WHEREAS, the Contractor affirms that any other attorneys contracted by the Contractor as permitted under this Agreement have the relevant experience, ability, and resources to assist the Contractor in performing the duties defined herein,

NOW, THEREFORE, in consideration of the mutual promise and covenants herein, the parties agree as follows:

- 1. SCOPE AND SCHEDULE OF WORK.** The Contractor agrees to perform all general and specific tasks necessary to provide competent criminal prosecution (misdemeanors and gross misdemeanors) and agrees to provide certain contested infraction prosecution services for the City, as specifically defined herein. The duties include the following: Prosecution of all criminal law violations, representation of the City in all criminal proceedings including pre-trial hearings, motion hearings, bench and jury trials, appeals, and review hearings. Representation at contested infraction hearings shall be provided by the Contractor when the defendant is represented by legal counsel or when witnesses have been subpoenaed, if the City has not otherwise provided for prosecution for the particular contested infraction matter. In the event of a conflict that prevents the Contractor from performing services on a particular case, the Contractor shall be responsible for providing competent and qualified substitute coverage by a prosecuting attorney qualified to practice and licensed in the State of Washington.

The Contractor will perform legal research and writing necessary to perform the work and will provide the police department and City Attorney with prompt legal counsel regarding issues pertaining to the scope of representation defined under this section. The Contractor agrees to maintain knowledge of changes in the law that may impact the City, to take proactive measures to advise the police department and City Attorney regarding such changes, and to recommend appropriate action in response to existing as well as new law. Services shall be provided in a competent and efficient manner in accordance with all applicable professional and ethical standards. In order to ensure that updates to the police department and City Attorney are consistent and thorough, the Contractor shall schedule no less than one in-person meeting annually

to include the City Attorney and police chief, with such meeting to be held at the City offices, or other location determined in the City's discretion.

The Contractor agrees to be present in court one full day per week. The Contract shall appear in person, provided that appearances may be virtual, at the mutual agreement of the Parties, once a system of virtual hearings has been fully implemented. Physical presence shall continue to be required the first Wednesday of each month for the interpreter calendar, and during specific hearings as requested by the Court. Additionally, the Contractor shall provide the police department with an after-hours contact number to reach an attorney capable of providing direction to police on criminal law issues as they arise in the course of police work.

2. OWNERSHIP OF WORK PRODUCT. Documents, presentations, and any other work product produced by the Contractor in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction, PROVIDED that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Contractor.

3. NONEXCLUSIVE / AVOIDANCE OF CONFLICTS. The Contractor agrees that this Agreement is nonexclusive, meaning the City may elect, in the City's sole discretion, to contract with other third party providers to meet the City's prosecution needs. The City acknowledges that the Contractor has an independent law practice and may provide services for clients other than the City. In that event, the Contractor agrees not to perform services where the same would interfere with Contractor's obligations under this Agreement, or constitute a conflict of interest or ethical violation as defined in the Rules of Professional Conduct.

4. INDEPENDENT CONTRACTOR STATUS. The Contractor is considered an Independent Contractor who shall at all times perform the prosecution duties and responsibilities and carry out all services as an Independent Contractor and shall never represent or construe its status to be that of an employee of the City, nor shall the Contractor be eligible for any employee benefits.

The Contractor acknowledges that all mandatory deductions, charges, and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor affirms that all such deductions, charges, and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable, or responsible in any manner for those deductions, charges, or taxes due to work performed by the Contractor, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney fees.

The Contractor, at his sole expense, shall obtain and shall keep current all necessary insurance to protect the Contractor and City from losses and claims which may arise out

of or result from the Contractor's performance of duties related to this Agreement, including Worker's Compensation and general liability, and others as may be required by law.

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and shall obtain a business license as required under the City of Shelton Municipal Code and shall be responsible for payment of all applicable business and occupation taxes.

5. COMPENSATION AND METHOD OF PAYMENT.

Base Rate: Effective January 1, 2024, the City shall pay the Contractor for services rendered under this contract the sum of ten thousand dollars (\$10,000.00) per month.

The compensation amount represents the salary and benefits necessary to provide an experienced attorney(s) to provide prosecution services for the City and all infrastructure, support, and systems necessary to comply with the scope and schedule. This rate of compensation assumes an on-going level of regular Shelton Municipal Court hearings. It covers all in-court and out-of-court work (including, but not limited to, clerical staff, office rent, photocopies and letter, mailing costs, telephone expenses, professional licensure.)

Additional compensation:

Police Training Rate. Providing Shelton Police legal research, legal updates, training, and assistance in criminal matters, including statutory interpretation, enforcement issues, advice not related to a specific case and when such advice consists of a formal in-service training session a rate of five hundred dollars (\$500.00) for each half-day (four hours) of such training.

Additional Court Calendars Rate. In the event it is necessary for the city prosecutor to schedule an additional court calendar to accommodate a motion or trial that cannot be scheduled for a regularly scheduled court calendar or to otherwise complete a trial, a rate of five hundred dollars (\$500.00) for each half-day (four hours). This includes, but is not limited to, special motion hearings, RALJ hearings, jury trials, bench trials.

Acceptance of final payment by the Contractor shall constitute a release of all claims, related to payment under this Agreement, which the Contractor may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Contractor prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Contractor or to any remedies the City may pursue with respect to such claims.

In the event that the Contractor fails to pay any assessed mandatory deductions including, but not limited to, State Industrial Insurance, State unemployment Compensation, FICA, or federal income withholding taxes, the contractor authorized the City to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payments shall be deducted from the Contractor's total compensation.

Contractor shall submit an original written invoice, with necessary and appropriate documentation as determined by the City for any work completed during the previous month. Payment shall be made through the City's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice. The Contractor and any sub-contractors shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit started before the expiration of the three-year retention period, the records shall be retained until litigation, claims, or audit findings involving the records have been resolved. The three-year retention period shall commence when the Contractor receives final payment.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

6. NON-DISCRIMINATION. The Contractor agrees to take all necessary and affirmative steps to ensure compliance with all federal, state, and city laws and policies regarding nondiscrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical disability, or other protected class status.

7. ASSIGNMENT. The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement, in whole or in part, except as preauthorized by the City or as otherwise stated in this Agreement.

8. CONFLICT OF INTEREST. The Contractor shall comply with all federal state, and City ordinance conflict of interest laws, statutes, and regulations as they apply to all parties and beneficiaries under this Agreement. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by the Contractor.

Legal conflicts of interest shall be governed by the rules of professional conduct for lawyers. In the Event of a conflict, the Contractor at its sole expense shall be responsible for replacement counsel when necessary.

9. GOVERNING LAW. Washington law shall govern the interpretation of this Agreement and in the event of a dispute, venue shall lie in Mason County Superior Court.

10. SEVERABILITY. If one or more of the clauses of this Agreement is found to be unenforceable, unlawful, or contrary to public policy, the remainder of the Agreement will remain in full force and effect.

11. LICENSE TO PRACTICE LAW AND CONTINUING LEGAL EDUCATION. The Contractor warrants that any attorney providing services to the City under this Agreement is licensed to practice law in the State of Washington and will maintain such license at his/her sole expense throughout the duration of this contract with the City. The Contractor is also responsible for maintaining any continuing legal education requirements for said license at his/her sole expense.

12. INDEMNITY / INSURANCE. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the 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 Contractor 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 Contractor, its agents, representatives, or employees.

B. No Limitation

The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor 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 City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance³ 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respecting the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor'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 Contractor shall furnish the City 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 Contractor before commencement of the work.

H. Notice of Cancellation

The Contractor shall provide the City 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 Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

J. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

13. WORK SPACE AND SUPPLIES. The City will provide an office, a computer with internet access, a printer and a telephone to conduct prosecution services for the City. With the exception of paper and pens, all other supplies shall be obtained by the Contractor at the Contractor's sole expense.

14. REPORTING OF COMPLAINTS/ACTIONS AGAINST CONTRACTOR. The Contractor shall promptly report to the City any complaints made to the Washington State Bar Association against the Contractor and any malpractice actions filed against the Contractor or any associate of the Contractor performing services for the City under this Agreement. The City may, in its discretion, make its own inquiry regarding any such legal actions or disciplinary proceeding. The City reserves the right to terminate this Agreement sooner than the 90 day notice period outlined in Section 16 if, in its sole discretion, it deems that claims or disciplinary actions will impair the performance of this Agreement.

15. TERM OF AGREEMENT/TERMINATION. This Agreement is effective from January 1, 2024, until December 31, 2024, and shall automatically renew in one year increments unless otherwise terminated by written notice as provided in this Agreement.

The City and Contractor each reserve the right to terminate this Agreement, with or without cause, at any time with ninety (90) days' written notice to the other party; PROVIDED that in the event of termination by Contractor, Contractor shall be responsible for ensuring that if desired by the City, the Contractor has appropriately coordinated transfer of all pending cases to an attorney(s) qualified under this Agreement to complete pending case work in a manner compliant

with the Rules of Professional Conduct. In the event of termination, the City shall be liable only for payment of work completed by the Contractor up until the Contractor ceases to provide services.

16. NOTICE. Notice to the other party is effective if in writing and submitted electronically to the other party, after receipt of the notice is confirmed. Either party's change of address shall be provided to the other party in the same manner.

17. ENTIRE AGREEMENT. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements made on the subject matter, and may be modified only by writing signed by both parties.

IN WITNESS THEREOF the parties hereto have executed this Agreements as of this ____ day of _____ 2023.

For the Contractor:

For the City:

Ivar Gunderson, Gunderson Law Firm

Mark Ziegler, City Manager

Attest:

City Clerk



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item D6)

Touch Date: 11/21/2023
Brief Date: 12/05/2023
Action Date: 12/19/2023

Department: **Executive**
Presented By: **Mark Ziegler**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

**Office of Public Defense Grant
Acceptance**

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:

**Resolution No. 1303-1123
Grant agreement**

☐ Ordinance

☐ Resolution

☒ Motion

☒ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City of Shelton has received notice of award for a grant from the Washington State Office of Public Defense for fiscal years 2024 and 2025. The total amount is \$78,000 distributed in two equal sums each year. The grant will offset indigent public defense costs in the City's Municipal Court.

ANALYSIS/OPTIONS/ALTERNATIVES:

BUDGET/FISCAL INFORMATION:

\$39,000 will be distributed to the City in January of 2024 and 2025 for a grant total of \$78,000.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the City Clerks' Office.

STAFF RECOMMENDATION/MOTION:

I move to place Resolution No. 1303-1123 on the December 19, 2023 Council action agenda for further consideration.

RESOLUTION NO. 1303-1123

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON ACCEPTING A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF PUBLIC DEFENSE AND AUTHORIZING THE CITY MANAGER TO SIGN THE FUNDING AGREEMENT AND OTHER RELATED DOCUMENTS AS NEEDED

WHEREAS, the City of Shelton is required by RCW 10.101.005 is required to provide competent public defense services for indigent defendants before the Shelton Municipal Court; and

WHEREAS, the City of Shelton has agreed to a contract with Sound Defenders PLLC to provide indigent defense services in the Shelton Municipal Court; and

WHEREAS, the Washington State Office of Public Defense has awarded the City of Shelton \$78,000 in grant funds to provide and ensure indigent public defense; and

WHEREAS, the Washington State Office of Public Defense requires grant funds to utilized for additional attorneys to reduce caseloads, increase compensation, reimburse training costs, attorney coordinators, professional evaluation of attorney performance, public defense representation at preliminary appearance calendars, investigator or expert services, and social worker services to assist public defense attorneys; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, that the Washington State Office of Public Defense grant is hereby accepted, and the City Manager is authorized to sign Grant Agreement Number GRT24041, as well as any other amendments or related documents as needed.

INTRODUCED on the 5th day of December 2023 and **PASSED** on this 19th day of December 2023 by the City Council of the City of Shelton.

ATTEST:

Mayor Onisko

City Clerk Nault

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Shelton 525 W. Cota Street Shelton, WA 98584	2. Grantee Representative Mark Ziegler City Manager 525 W. Cota Street Shelton, WA 98584
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Geoffrey D. Hulsey Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$78,000.00	6. Grant Period January 1, 2024 through December 31, 2025
7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (<u>See</u> Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2024 and end December 31, 2025. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, C, and D.	
FOR THE GRANTEE _____ Name, Title _____ Date	FOR OPD _____ Geoffrey D. Hulsey, Managing Attorney Public Defense Improvement Program, OPD _____ Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. GRANT AWARD AMOUNT

The Grantee is awarded **seventy-eight thousand dollars and 00/100 Dollars (\$78,000.00)** to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January 2024 for intended use during calendar year 2024. The remaining one-half shall be disbursed to Grantee in January 2025 for intended use during calendar year 2025. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely city or court administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
 - i. Additional attorneys to reduce caseloads;
 - ii. Increased compensation for public defense service providers;
 - iii. Reimbursement of training costs for public defense service providers;
 - iv. An attorney coordinator to oversee public defense services;
 - v. Professional evaluation of attorney performance by a public defense expert;
 - vi. Public defense representation at preliminary appearance calendars;
 - vii. Investigator and/or expert services;
 - viii. Social worker services to assist public defense attorneys;
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above. Permission issued by electronic mail shall be sufficient for purposes of identifying other uses of grant funds not listed in section a.
- c. Grantee understands that the first disbursement of funds will be in calendar year 2024, and the second disbursement of funds will be in calendar year 2025. Grantee agrees that all

disbursed funds will be used by the end of calendar year 2025. If Grantee is unable to use the funds by the end of calendar year 2025, the Grantee agrees to notify OPD to determine what action needs to be taken.

- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. **OVERSIGHT**

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2024 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2024 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2025 using the template found in Exhibit C. The final report shall be submitted to OPD no later than December 1, 2025 using the template found in Exhibit D. Reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.
- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

6. **CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State of Washington, OPD, all other agencies of the State and all officers, agents and employees of the State, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. SUBJECT TO THE AVAILABILITY OF FUNDS

Any full or partial allocation of funds under this Grant is subject to the appropriation of funds by the Washington Legislature to OPD.

17. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

Exhibit A

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #1

All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 1, 2024.

City:	
Date Completed:	
Contact Name:	
Title:	
Mailing Address:	
Phone:	
Email Address:	

Section I: Public Defense Expenditures/Budget

1.1 In 2023, the city paid indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.2 For 2024, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.3 What amount of the 2024 RCW 10.101 grant funds has been spent to date?

\$ _____

Section II: Case Assignments

2.1 Provide the following data for the total number of public defense cases assignments in 2023:

Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.

a. Cities using public defender agencies.

Number of cases assigned to public defender agency (not including conflict counsel):

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of full-time-equivalent public defenders:

Average per-attorney caseload, if available:

b. Cities using list appointments or contracts with private firms.

Number of cases assigned to public defense attorneys:

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of attorneys with public defense contracts or on court's appointment list:

Section III: Grant Funds

3.1 Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3.2 Description of How Grant Funds Have Been Used to Date:	
3.3 Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
3.4 Description of Impact State Funds Have Had on Local Public Defense Services:	

Section IV: Attachments and Tables

- 4.1** If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and attach a copy of each *current contract* in alphabetical order by attorney name. Failure to provide current contracts could result in an incomplete report.
- 4.2** If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).
- 4.3** If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.
- 4.4** Provide copies of attorneys' 2024 second quarter Certificates of Compliance.

Table I: Public Defense Contracts and Subcontracts Currently in Effect (2024)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Number of misdemeanor/ gross misdemeanor cases anticipated for the attorney/firm in 2024	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No

Table II: List-Appointed Public Defense Attorneys (2024)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Method and rate of payment (per case/per hour, etc.)	Number of cases assigned

Exhibit B

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #2

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2024.
Failure to timely submit this report could delay disbursement of 2025 grant funds.*

City:	
Report Date:	
Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2024:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2024 grant funds be expended by the end of the calendar year?

Yes _____ No _____ Unsure _____

2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3. Description of How Grant Funds Have Been Used in 2024:	
4. Plans for 2025 Grant Funds:	
5. Description of Impact State Funds Have Had on Local Public Defense Services	

Exhibit C

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #3

All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2025 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2025.

City:	
--------------	--

Report Date:	
---------------------	--

Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. For 2025, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

2. What amount of the 2025 state grant funds has been spent to date? _____ \$

3. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)	
4. Description of How Grant Funds Have Been Used to Date:	
5. Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)	
6. Description of Impact State Funds Have Had on Local Public Defense Services	

Exhibit D

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #4

All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2025.

City:	
--------------	--

Report Date:	
---------------------	--

Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2025:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2025 grant funds be expended by the end of the calendar year?

Yes _____ No _____ Unsure _____

2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3. Description of How Grant Funds Have Been Used in 2025:	
4. Description of Impact State Funds Have Had on Local Public Defense Services	



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 11/07/2023
Brief Date: 11/21/2023
Action Date: 12/05/2023

Department: **Executive**
Presented By: **Mark Ziegler**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Public Defense Contract

☐ Ordinance

☐ Dept. Head

☐ Resolution

☐ Finance Director

ATTACHMENTS:

Contract – Sound Defenders, PLLC

☒ Motion

☒ Attorney

☐ Other

☒ City Clerk

☒ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City of Shelton is required to provide public defense for indigent individuals charged in the Municipal Court and has contracted for these services with Sound Defenders/Taschner and Associates since 2008. An amendment was executed in 2019 to better reflect case loads at that time, but it is prudent to address a new contract with the current case loads and market rates.

The terms of the contract anticipate 360 cases per calendar year at a compensation rate of \$348 per case and \$2,500 per month for in-custody hearings. Mason County is currently paying \$360 per case and Grays Harbor County is paying \$400 per case.

ANALYSIS/OPTIONS/ALTERNATIVES:

The City of Shelton could advertise a request for proposals to find a new firm or supplement services but that would likely not realize a savings if interested and eligible firms would be responsive.

BUDGET/FISCAL INFORMATION:

\$173,000 is budgeted in 2024 to retain our current Public Defense services. Additionally, grant funding from the Office of Public Defense would pay offset \$39,000 in each 2024 and 2025.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the City Clerks' Office.

STAFF RECOMMENDATION/MOTION:

Staff requests "I move to approve the contract for indigent defense services as presented".

CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Shelton, Washington (hereinafter “City”) provides public defense services pursuant to contract for indigent defendants appearing before the Shelton Municipal Court (“Municipal Court”); and

WHEREAS, the City has adopted standards for the provision of public defense services, and

WHEREAS, the City, wishes to engage the services of skilled criminal defense counsel to provide services to indigent defendants.

NOW THEREFORE

In consideration of the mutual benefits to be derived and the promises contained herein, the City of Shelton, a Washington municipal corporation (“City”) and Sound Defenders, PLLC(the “Attorney”) have entered into this Agreement.

1. Scope of Services, Standards and Warranty. The Attorney will provide indigent defense services in accordance with the standards adopted by the City of Shelton by Chapter 2.96 of the Shelton Municipal Code (hereinafter “Standards”). These Standards are incorporated by this reference as if herein set forth. In the event the Standards adopted by the City are amended in order to incorporate changes required to conform to changes in Washington Supreme Court Rules or Standards or in the Washington State Bar Association Standards, the amended standards shall automatically apply to this Agreement, provided that either party may request to reopen this Agreement in order to adjust compensation if needed to ensure compliance with the Standards. The decision of the Honorable Robert S. Lasik in *Wilbur v. Mt. Vernon, et al*, details affirmative duties and obligations of the Attorney and ultimately the City. (“Decision”) The Attorney individually warrants that he/she, and every attorney and/or intern employed by the Attorney to perform services under this contract, have read and are fully familiar with the provisions of the Washington Supreme Court rule, the Washington State Bar Association Standards, and the Standards adopted by the City. Compliance with these Standards and guidance provided by the Decision goes to the essence of this Agreement.

1.1 The Attorney and every attorney and/or intern performing services under this Agreement shall certify compliance with the Supreme Court Caseload Standards quarterly with the Shelton Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court.

1.2 By way of illustration and not limitation, the Attorney has proposed compensation levels, staffing and infrastructure that provide the capacity and resources to meet the Standards including affirmative efforts to contact a client who fails to appear for an appointment and document those efforts.

1.3 The Attorney will maintain contemporaneous records on a daily basis in a format approved by the City. The Attorney will provide confirmation of continuing education courses in the area of criminal law and defense annually by December 31st. The Attorney will maintain and provide to the City all data, information and case files referenced in the Standards and this contract and any and all other information reasonably requested by the City or a successor, so long as consistent with the attorney-client privilege and any protective order entered by a court of competent jurisdiction. The Attorney shall promptly report a sustained disciplinary action by the Washington State Bar Association or a finding by a court of competent jurisdiction that an Attorney has been found to have provided ineffective assistance of counsel.

1.4 The Attorney will use a free “do not record” phone line to contact incarcerated indigent defendants and take reasonable measures consistent with local practice to ensure confidentiality of contacts with incarcerated defendants.

1.5 The Attorney shall, with respect to any jail or other incarceration facility in which an assigned defendant is incarcerated:

1.5.1 Review forms from the jail or other incarceration facility to assure that they accurately advise clients whether written communications are confidential; and

1.5.2 With reference to any indigent defendant client being held in an out-of-county jail or other incarceration facility, determine what arrangements have been made to allow clients to maintain confidential communications with their attorney and timely notify the City if no such arrangements are in place.

1.6 The Attorney shall maintain client complaints regarding his/her services received in a log as well as in the client’s file and shall follow up on complaints within three (3) court days. Copies of the complaint log shall be provided to the City on a quarterly basis or upon its request on the form developed by the City. The Attorney shall cooperate to the full extent consistent with preservation of the attorney-client privilege and any protective order, with review of Complaints by the City or other outside resource contracted with by the City to review the Attorney’s performance under this contract.

1.7 The Attorney warrants that his/her compensation, reflected in Section 2 Compensation, reflects all infrastructure, support, administrative services, and systems necessary to comply with the Standards.

1.8 Each and every Attorney providing services under this Agreement shall earn at least seven (7) CLE credits per year in areas relevant to the criminal law, as well as misdemeanor or public defense practice. The Attorney shall document training annually by providing the City with a list of all trainings attended by Attorney and staff during each year of the contract. Any training which results in a CLE credit shall be so designated showing the CLE credit given for such training.

1.9 The Attorney shall implement a system to collect the following information, (“Data Points”). The information gathered shall include:

1.9.1 the number of cases assigned to each Attorney authorized as a service provider each month, with the year-to-date total;

1.9.2 the number of closed cases in which expert services were requested;

1.9.3 the number of closed cases in which interpreter services requested, either in court or for utilization by the Attorneys;

1.9.4 the number of closed cases in which an investigator was used;

1.9.5 the number of closed cases in which substantive motions were filed;

1.9.6 the number of closed cases which were tried by a jury, by a judge, or in which charges were dismissed or significantly reduced on the day of trial;

1.9.7 the number of cases which were resolved by the dismissal of the charges, a significant reduction in charges or dismissal of other cases with a plea on the remaining case(s);

1.9.8 the number of appeals and/or writs;

1.9.9 the number of attorneys and investigator hours per closed case; and

1.9.10 the number of other criminal and civil cases handled in the calendar year. Information relating to the complexity of any civil matter and time billed will be provided.

1.10 The parties will communicate regularly regarding the information collected both under this Agreement and pursuant to the other Data Points. The parties will calendar meetings at least annually as may be necessary to review the data collected and its significance. Attorney agrees to cooperate and communicate with the City to the full extent consistent with preservation of the attorney/client privilege.

1.11 The Attorney shall provide counsel to defendants at arraignment and preliminary appearances regardless of whether they have been screened.

1.12 The Attorney's preparation and appearance at arraignment and status calendars where the Attorney appears without a case assignment shall be counted at 0.22 case per hour in determining case counts and compensation review under Section 2.6.

1.13 Quarterly or whenever requested in writing by the City, the Public Defender shall provide the City with records showing the following aspects of Public Defender representation for all cases in which services were rendered during the prior quarter and the case was closed or resolved with conditions or sentence imposed in the prior quarter.:

(i) Name, cause number, type of case appointed (separated by count),

and date of violation;

- (ii) Date of appointment;
- (iii) Date of initial contact with client;
- (iv) Whether contact took place within 72 hours and, if not, why;
- (v) How many confidential meetings took place and the total amount of time dedicated to confidential meetings;
- (vi) What the final disposition of the case was;
- (vii) What the date of the final disposition was;
- (viii) What stage the final disposition took place;
- (ix) Whether charges were reduced as a result of negotiation with the prosecuting attorney; and
- (x) The total amount of time dedicated to the case in tenths of an hour.

2. Compensation. Effective January 1, 2024, the City shall pay the Attorney for services rendered under this contract the sum of ten thousand, four hundred forty dollars (\$10,440.00) per month to reflect an annualized case count of up to three hundred sixty (360) cases at three hundred forty-eight dollars (\$348.00) per case. For the initial term, Attorney will be prepared to handle up to (360) cases.

The compensation amount represents the salary and benefits necessary to the Attorney performing anticipated work on three hundred sixty (360) assigned cases and all infrastructure, support, and systems necessary to comply with the Standards. As provided in Section 2.6 and its subparagraphs below, the parties will periodically review staffing in light of changes in court rule and case load, if any. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards with an adequate reserve capacity for each attorney. The Attorney additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public defense contract that would impede his/her ability to perform under this Agreement.

2.1 Case Counts. Based upon case counts maintained by Attorney and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately four hundred (400) to five hundred twenty five (525) cases. As provided in the Standards, the case counts also include the Attorney's appearance at all arraignment calendars. (See Section 1.11 and 1.12 above). The terms "case" and "credit" shall be defined as provided in the Standards. The City has adopted an unweighted case count.

2.3 Base Compensation. Except as expressly provided in Section 2.4 and 2.5, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when approved by the Municipal Court from funds available for that purpose. Unless the services are performed by the Attorney's staff or paraprofessional subcontractors, such as translator(s) or investigator(s), non-routine expenses include, but are not limited to:

- 2.4.1 medical and psychiatric evaluations;
- 2.4.2 expert witness fees and expenses;
- 2.4.3 interpreters;
- 2.4.4 polygraph, forensic and other scientific tests;
- 2.4.5 a computerized or other legal research which is not typically maintained as a part of defense counsel legal libraries or research capabilities;
- 2.4.6 investigation expenses; and
- 2.4.7 any other expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.5 The City shall pay or reimburse the following:

2.5.1 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, including but not limited to, salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.5.2 Copying Client's Files. The actual cost of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus Attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.5.3 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The actual cost of preparing and making copies of direct appeal transcripts for representation in post-conviction relief cases;

2.5.4 Records. To the extent such materials are not provided through discovery, the cost of acquiring medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and

2.5.5 Process Service. The normal, reasonable cost for the service of a subpoena.

2.5.7 Daily Calendar Coverage. In addition to the base compensation provided for in paragraph 2, the City shall pay two thousand five hundred dollars (\$2,500.00) per month to provide daily calendar coverage for defendants booked into jail.

2.5.8 Case Overage. In addition to the base compensation provided for in paragraph 2 and the daily calendar coverage provided for in paragraph 2.5.7, If the number of cases assigned to the Attorney in any calendar year is more than 360, the Attorney may submit an invoice by February 15th (or the following business day if the 15th falls on a weekend or holiday) of the following year for each additional case in excess of 360 in the previous calendar year. The City shall compensate the attorney for each such excess case in the amount of \$348.00.

2.6 Review and Renegotiation.

2.6.1 Due to Increases or Decreases in Caseload. The City and the Attorney shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. “Significant” shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed five-hundred fifty (550) cases per year, the parties may renegotiate this contract to increase case coverage and compensation to the Attorney. At the request of either party, the City and the Attorney will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. The Attorney shall promptly notify the City when quarterly caseloads require use of overflow or conflict counsel to assure that cases assigned to the Attorney remain within the limits adopted in this contract and comply with state and local standards.

2.6.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule.

2.6.3 Review of Contract Extension. On or before August 1, 2025, unless this Agreement has been terminated as provided herein, the Attorney will give the City a proposal for a two (2) year extension provided for in Section 3. The City shall respond by November 31, 2025. With the mutual agreement of the parties, compensation and other contract terms may be adjusted for future years.

3. Term. The term of this Agreement shall be from January 1, 2024 through December 31, 2025 , unless sooner terminated as provided herein. The Agreement may be extended for one (1) additional two (2) year term at the mutual agreement of the parties. The City Manager shall have authority to extend the agreement without City Council approval pursuant to this subsection.

3.1 For Cause. This Agreement may be terminated for cause for violation of any material term of this Agreement. “Material term” shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical

obligations established by the Washington State Bar Association, the failure to provide effective assistance of counsel, the willful disregard of the rights and interests of a defendant, and/or a willful disregard for the Standards, violation of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or any attorney providing service under this Agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have thirty (30) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City in its sole discretion chooses to terminate its Municipal Court, this Agreement shall automatically terminate upon dissolution of the Court.

3.4 Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates the Attorney for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated pursuant to Sections 3.2 or 3.3 above, the Attorney will continue to represent clients on assigned cases set for trial to be held within sixty (60) days of the date of termination until a case is concluded on the trial court level or the client fails to appear for a scheduled court appearance. The Attorney will continue to represent clients in post-conviction proceedings and will be compensated at the rate of fifty dollars (\$50.00) per hour for preparation and attendance at any hearing or other post-conviction proceeding for a maximum of 90 days, or such other term as the parties shall agree. The Attorney will reasonably cooperate with newly appointed counsel on case reassignment in fulfillment of his/her ethical obligations. This subsection shall not apply in situations in which the attorney is physically or mentally unable to perform, voluntarily suspends his/her license to practice law or is suspended or disbarred from the practice of law.

3.4.2 The provisions of Sections 1 and 5, as well as this subsection 3.4 survive termination as to the Attorney. The City shall remain bound by the provisions of Section 2.4 and its subsections with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney shall, by reason of race, creed, color, national origin, sex, sexual orientation, including gender identity, honorably discharged veterans or military status, or the presence of any sensory, mental, or physical disability, HIV/AIDS and Hepatitis C status, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification.

5.1 The Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which the Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, his/her officers or agents.

5.2 It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

5.3 The City agrees to hold harmless and indemnify the Attorney, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including the Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers, or agents.

5.4 This clause shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Attorney shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

6.1 Minimum Scope of Insurance. The Attorney shall obtain insurance of the types described below, naming the City as additional named insureds:

6.1.1 General Liability with a minimum limit of liability of \$2,000,000 combined single limit each occurrence bodily injury and property damage.

6.1.2 Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of ~~\$1,000,000~~ \$500,000.00 combined single limit each occurrence bodily injury and property damage.

6.1.3 Professional Liability (Errors and Omissions) for Attorney with a minimum limit of liability of \$1,000,000 per claim and \$2,000,000 aggregate.

6.1.4 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. The Attorney shall furnish the City 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 Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for “tail coverage” no later than December 31 of the year of termination of the Contract. The purpose of “tail coverage” is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by the Attorney. In addition to compliance with the Standards, in the performance of work under this Agreement, the Attorney shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Attorney’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Attorney’s Risk. The Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney’s own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Attorney shall also pay his/her employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Attorney’s particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Attorney has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City’s sole discretion. Any assignment of this Agreement by the Attorney without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Attorney. With the approval of the City, an additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties. This section applies only to the services explicitly outlined in this Agreement. The parties acknowledge that Attorney provides services to the Court’s Individualized Treatment Court under a separate agreement, which is not superseded, modified, or terminated by this Agreement.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY:
Mark Ziegler, City Manager
525 West Cota St.
Shelton WA 98584

ATTORNEY:
Sean Taschner
Sound Defenders PLLC Attorneys at Law
PO Box 1999
Shelton, WA 98584

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the parties shall bear their own costs and fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Mason County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 5th day of December 2023.

CITY OF _____

By: _____
City Manager

ATTEST/AUTHENTICATED:

By _____
City Clerk

ATTORNEY:

By: _____
Sean Taschner, Sound Defenders PLLC

EXHIBIT A

The undersigned Attorney hereby personally warrant and certify that as a condition of their performance of this Agreement, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Agreement in accordance with subsection 3.4 of this Agreement.

ATTORNEY: _____
Print Name



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: **11/07/2023**
Brief Date: **11/21/2023**
Action Date: **12/05/2023**

Department: **Executive**
Presented By: **Mark Ziegler**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
2024 Legislative Agenda

☐ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

MZ

ATTACHMENTS:

- **Resolution No. 1300-1123**

- **AWC 2024 Legislative Priorities**

☒ Resolution

☒ Motion

☐ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

As part of the City of Shelton's efforts to influence, affect, and guide the passage of legislation in the Washington State Legislature by identifying legislative priorities to provide input to state legislators, the attached 2024 Legislative Agenda delineates the position of the City of Shelton on the capital funding requests and general policy issues stated therein.

It has been determined that the capital requests in the proposed 2024 Legislative Agenda could feasibly be funded through earmarks in the state capital or transportation budgets although the short session provides less opportunities than a full session. Upon approval, city staff will submit corresponding appropriation requests to members of the 35th Legislative District for consideration of sponsorship.

Any post-approval legislative priorities may be considered and pursued throughout the duration of the 2024 Washington Legislative Session.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No.1300-1123 establishing the City's 2024 Legislative Agenda."

RESOLUTION NO. 1300-1123

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON ESTABLISHING THE 2024 LEGISLATIVE AGENDA

WHEREAS, the City of Shelton is classified as a non-charter code city under Title 35A of the Revised Code of Washington (RCW); and

WHEREAS, section 35A.11.020 of the RCW provides in pertinent part that “[t]he legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law;” and

WHEREAS, it is part of the normal and regular conduct of the City of Shelton to identify its legislative priorities to provide input to state legislators; and

WHEREAS, efforts of representation on behalf of the City of Shelton to influence, effect, or guide the passage of legislation in the Washington State Legislature are enhanced by a comprehensive package of proposals that have been officially adopted by the City Council;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, that the attached City of Shelton 2024 Legislative Agenda delineates the position of the City of Shelton on the capital funding requests and general policy issues stated therein.

Any additional legislative priorities may be considered.

INTRODUCED AND PASSED by the City Council of the City of Shelton on this 5th day of December 2023.

Eric Onisko, Mayor

AUTHENTICATED:

Donna Nault, City Clerk



2024 LEGISLATIVE AGENDA

CAPITAL FUNDING REQUESTS

Potential member requests for funding through earmarks in the state capital or transportation budgets.

COMMUNITY & ECONOMIC DEVELOPMENT

Multimodal Path \$3,000,000

- Construct a 1.5 mile multimodal path through the City from Kneeland Park to Highway 101 utilizing the old Simpson Timber Railroad right-of-way.
- Funding will complete design and pave a 14-foot wide path with seating, lighting, and amenities.
- Will provide non-motorized transportation alternatives for all ages, provide safe route to school for children, and encourage positive health outcomes.
- Partners: Shelton Municipal Parks District, Shelton School District
- Other funding sources: Potential Safe Routes to School Grant, TBD/TIF monies

Homeless Mitigation Site \$2,000,000

- It is imperative for the City to begin addressing the homelessness crisis within the Shelton corporate limits, and in the surrounding community. Construction of a mitigation site to house the homeless population, and potential future supportive services including addiction and mental health counseling services.
- Partners: Local non-profit groups.
- Other funding sources: Staff time. Potential land donation.

Affordable Housing TBD

- An as-of-yet undetermined project with Mason County to build affordable and workforce housing in Downtown Shelton.
- Partners: Mason County, local non-profit groups.
- Other funding sources: State housing funds, CHIP grants, etc.

Redevelopment of Derelict Properties TBD

- Turn blighted and/or contaminated properties into revenue generating and space activating development.
- Other funding sources: Brownfield grants, EDA grants

INFRASTRUCTURE

Intersection Improvements on Wallace Kneeland Boulevard \$4,000,000

- Current traffic volumes warrant improvements/intersection reconfiguration at the state operated intersection at Olympic Highway Noth and Wallace -Kneeland Blvd.
- Current traffic volumes warrant improvements/intersection reconfiguration at 13th & Wallace Kneeland.

- Current traffic volumes warrant improvements/intersection reconfiguration at Shelton Springs & Wallace Kneeland.
- Partners: Shelton School District, Mason General Hospital, Private Developers
- Other funding sources: Potential TIB Grant - \$1 MIL, Local Partners - \$600,000, TBD/TIF Monies

Angleside Pressure Zone Reservoir #2 **\$3,100,000**

- Serve water to 1,000 proposed homes and a new school site in the south part of Shelton.
- A new 0.50 MG (+) standpipe reservoir will be constructed next to the existing reservoir.
- Other funding sources: Potential Public Works Trust Fund, Loans, EDA Grants

Upper Mountainview Pressure Zone Reservoir #2 **\$5,000,000**

- Serve water to new industrial users, the Port of Shelton, and 3,000 proposed homes in the north portion of the community.
- A new 0.41 MG (+) elevated reservoir will be constructed next to the existing elevated reservoir.
- Other funding sources: Potential Public Works Trust Fund, Loans, EDA Grants

Satellite Wastewater Treatment Plant Upgrades **\$17,200,000**

- Improve Oakland Bay environmental quality for shellfish and tribal interests, improve Goldsborough Creek water flows for salmon, and provide additional capacity for industrial and residential growth in the northwest part of Shelton.
 - MBR Filter Replacements: Estimated Cost (2021) of \$5.005 million.
 - Effluent Storage Facilities: Estimated Cost (2021) of \$1.467 million.
 - Phase 2 Expansion: Estimated Cost (2021) of \$8.416 million.
 - Sprayfield Expansion: Estimated Cost (2021) of \$2.275 million.
- Other funding sources: Potential Public Works Trust Fund, Loans, EDA Grants
- Partners: Squaxin Tribe

Johns Prairie Sewer Extension and Regional Lift Station **\$8,000,000**

- Collect wastewater from 2,000 new homes and multiple new industrial users at the Port of Shelton.
- Other funding sources: Potential Public Works Trust Fund, Loans, Developer Fees
- Partners: Port of Shelton, Private Developers

GENERAL POLICY ISSUES

Transportation Benefit District

Allow for continuation of transportation benefit districts beyond the ten-year limitation.

Public Works Infrastructure Funding

Support efforts to maintain long-term funding sources for public works infrastructure projects.

Local Control

Oppose unfunded and under-funded mandates while supporting local control over regulatory policy initiatives.

Association of Washington Cities Legislative Program

The City of Shelton will support the Association of Washington Cities in advancing legislation in the following areas:

- *See AWC's 2024 Legislative Priorities – attached*

2024 City Legislative Priorities

Strong cities make a great state. Cities are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. Cities' success depends on adequate resources and local decision-making authority to best meet the needs of our residents.

Washington's 281 cities ask the Legislature to partner with us and act on the following priorities:



Help recruit and retain police officers for public safety

Provide additional funding tools and resources for officer recruitment and retention to improve public safety. This includes updating the existing local option Public Safety Sales Tax to allow implementation by councilmanic authority and greater flexibility for using the funds to cover increased officer wages and related programs like behavioral health co-response teams.

Expand access to state-mandated training. In particular, continue increasing the number of classes for the Basic Law Enforcement Academy (BLEA) and expanding the new regional academies. Getting new officers on the street faster supports recruitment and retention, thus improving public safety outcomes in our communities.



Revise the arbitrary property tax cap

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Tie the tax to inflation and population growth factors with a new cap not to exceed 3%. This allows local elected officials to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks. The current 1% cap has created a structural deficit in cities' revenue and expenditure model, causing reliance on regressive revenues and artificially restricting the ability of property taxes to fund critical community needs.



Continue investing in infrastructure

Continue strong state investments in infrastructure funding to support operations and maintenance of traditional and non-traditional infrastructure like drinking water, wastewater, and broadband. Expand funding options that support state and local transportation needs with emphasis on preservation and maintenance to prevent expensive replacement and repairs. Improve access to Climate Commitment Act funding, including direct distributions, for city priorities that support carbon reduction and climate resiliency.



Provide behavioral health resources

Create greater access to behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding for cities to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement to assist individuals experiencing behavioral health challenges.

AWC's advocacy is guided by these core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E3)

Touch Date: 11/17/2023
Brief Date: 12/05/2023
Action Date: 12/05/2023

Department: Community & Economic Development
Presented By: Jae Hill, Director

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

Letter of Support for Resilience
Grant Application

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

☒ Dept. Head

jbh

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

ATTACHMENTS:

-Letter of Support
-Commerce Award Amount

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City has been allocated \$150,000 by the Department of Commerce for the purposes of climate mitigation and resilience planning as required by House Bill 1181. One of the required grant application materials is a letter of support from the local jurisdiction for applying for the grant funds, to be signed by the highest signatory authority—in Shelton's case, the mayor.

ANALYSIS/OPTIONS/ALTERNATIVES:

House Bill 1181 requires communities to plan for impacts of climate change and to be more resilient to natural disasters made worse by a destabilizing climate; this legislation also included funding allocations to assist with completing the work. The planning effort undertaken with this funding will augment our existing Comprehensive Plan Update efforts and also build upon the work completed in the Mason County Multijurisdiction Multihazard Mitigation Plan earlier this year. Staff will explore design and land use mitigation of flood and wildfire hazards, among other resilience topics.

Staff still has to finalize the scope of work and set the schedule for the project with the consultant, SCJ Alliance, but a draft of the scope and schedule were submitted with the grant application on October 30.

BUDGET/FISCAL INFORMATION:

This \$150,000 will be added to the \$75,000 in City funds and \$125,000 in State funds already applied to our Comprehensive Plan Update process underway.

PUBLIC INFORMATION REQUIREMENTS:

No notice or public hearing are required for motions and consent agenda items.

STAFF RECOMMENDATION/MOTION:

"I move that the Mayor sign the letter of support for the climate resilience grant funding opportunity, and to waive the three-touch rule."



City of Shelton, Washington
525 West Cota Street Shelton, WA 98584
Phone: (360) 426-4491
Web: www.sheltonwa.gov

December 5, 2023

Sarah Fox, Climate Program Manager
sarah.fox@commerce.wa.gov

Dear Ms. Fox,

It is my pleasure to present this letter of support for an application by the City of Shelton for grant funding from the Washington State Department of Commerce to assist in the development of policies and guidelines related to climate change and resiliency as required by recent legislation and updates to HB 1181 and other state statutes. This grant application was supported by a majority vote of the City Council.

The City will be primarily adding robustness to our already-underway Comprehensive Plan Update efforts and building upon the great work completed in the 2023 Mason County Multijurisdiction Multihazard Mitigation Plan.

Thank you for your consideration of this grant application and your support for the City of Shelton's planning efforts related to making our community more resilient to natural hazards and climate change.

Warmest regards,

Eric Onisko, Mayor of the City of Shelton



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

August 28, 2023

The Honorable Eric Onisko
Mayor of Shelton
525 W Cota Street
Shelton, Washington 98584

RE: Climate Planning Grants

Dear Mayor Onisko:

The City of Shelton is required by RCW 36.70A.130(5) to revise its comprehensive plan and development regulations by June 30, 2025, to ensure they comply with the Growth Management Act (GMA) as revised by [House Bill 1181](#) (Chapter 228, Laws of 2023).

We are pleased to inform you that, based on your population size, that \$150,000 has been reserved as a grant to assist in completing your work. This funding is reserved as a non-competitive formula grant. Due to the nature of the funding [Climate Commitment Act, SB 5187, Sec. 130 (21)], Commerce will award approximately \$30 million a biennium to any eligible jurisdiction that submits a complete application. Commerce will prioritize those jurisdictions with periodic updates due in 2025 and all other due dates that follow (in order).

For this reason, we request application materials for jurisdictions intending to implement HB 1181 this biennium to apply for grant funding by **October 31, 2023**. As soon we receive your submitted application, we will begin preparing your contract. The application is available [online](#) [<https://app.smartsheet.com/b/form/a977250f9de848e3a261844529e01c38>].

All planning activities related to complying with HB 1181 incurred by your jurisdiction, beginning July 1, 2023, will be eligible for reimbursement. Therefore, you will not need to delay work on the climate grant until the contract is signed.

Before we disburse the funds, a contract will need to be executed between your organization and the Department of Commerce. In order to begin the contracting process, please complete the grant information form [online](#) and attach a proposed scope of work and budget. Contracts will be prepared as soon as your proposed scope and budget are finalized.

If you have questions or need help with developing your scope of work, please contact Sarah Fox, Climate Program Manager, at (360) 725-3114, sarah.fox@commerce.wa.gov, or Paul Johnson, Management Analyst, (360) 725-3048, paul.johnson@commerce.wa.gov.

Sincerely,

Dave Andersen, AICP
Managing Director, Growth Management Services

cc: Jae Hill; Donna Nault