



Shelton City Council  
Meeting Agenda  
December 19, 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 109592 through 109635 and EFT payment numbers 43 through 53 in the total amount of \$193,132.99
2. Minutes:
  - Business Meeting of November 21, 2023

**D. Presentation**

1. October Financial Status Report – Presented by Finance Director Mike Githens

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

1. Shelton Arts Commission Appointments – Presented by Parks & Recreation Supervisor Jordanne Krumpols
2. Resolution No. 1304-1123 State & Local Cybersecurity Grant Acceptance – Presented by IT Systems Administrator Max Franklin
3. Resolution No. 1306-1223 Angleside Reservoir Capacity Upgrades – Presented by Capital Projects Manager Aaron Nix

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

1. Ordinance No. 2015-1023 2023 Budget Supplemental – Presented by Finance Director Mike Githens
2. 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
7. Ordinance No. 2018-1223 Appeals of Hearing Examiner Decisions – Presented by Community & Economic Development Director Jae Hill

**G. Administration Reports**

1. City Manager Report

**H. 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.*

**I. Executive Session (30 minutes)**

1. To Review the Performance of a Public Employee – RCW 42.30.110(1)(g)

**J. New Items for Discussion**

**K. Announcement of Next Meeting – January 2, 2024 at 6:00 p.m.**

**L. 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](mailto: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. 12/26 6:00 p.m. <b>CANCELLED</b>	Study Session	Study Agenda	Packet Items Due: 12/22 @ noon
Tues. 1/2/24 6:00 p.m.	Regular Meeting	<p>Misc. Items</p> <ul style="list-style-type: none"> <li>Select Mayor &amp; Deputy Mayor</li> </ul> <p>Consent Agenda</p> <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> <p>Presentation</p> <ul style="list-style-type: none"> <li></li> </ul> <p>Business Agenda</p> <ul style="list-style-type: none"> <li>Council Committee/Board Assignments</li> <li>Resolution No. 1307-1223 Police Area Fencing/Safety Improvement Project (Discussion)</li> <li>Resolution No. 1308-1223 Amendment to RH2 Contract for additional Design Elements on the Safe Routes to Schools Project</li> <li>Resolution No. 1305-1123 Advanced Meter Infrastructure (AMI) Meter Installation Project (Overview, Award)</li> <li>Resolution No. 1296-1023 Safe Routes to Schools Project (Overview, Award)</li> </ul> <p>Action Agenda</p> <ul style="list-style-type: none"> <li>Shelton Arts Commission Appointments</li> <li>Resolution No. 1304-1123 State &amp; Local Cybersecurity Grant Acceptance</li> <li>Resolution No. 1306-1223 Angleside Reservoir Capacity Upgrades</li> </ul> <p>Administration Report</p> <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 12/22 @ 5:00 p.m.
Tues. 1/9/24 6:00 p.m.	Study Session	<p>Study Agenda</p> <ul style="list-style-type: none"> <li>Capital Improvement Plan Update</li> </ul>	Packet Items Due: 1/5/24 @ noon
Tues. 1/16/24 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> <p>Presentation</p> <ul style="list-style-type: none"> <li>November Financial Status Report</li> </ul> <p>Business Agenda</p> <ul style="list-style-type: none"> <li></li> </ul> <p>Action Agenda</p> <ul style="list-style-type: none"> <li>Council Committee/Board Assignments</li> </ul>	Packet Items Due: 1/5/24 @ 5:00 p.m.

		<ul style="list-style-type: none"> <li>Resolution No. 1307-1223 Police Area Fencing/Safety Improvement Project (Discussion)</li> <li>Resolution No. 1308-1223 Amendment to RH2 Contract for additional Design Elements on the Safe Routes to Schools Project</li> <li>Resolution No. 1305-1123 Advanced Meter Infrastructure (AMI) Meter Installation Project (Award)</li> <li>Resolution No. 1296-1023 Safe Routes to Schools Project Award</li> </ul> Administration Report	
Tues. 1/23/24 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Comp. Plan Update</li> </ul>	Packet Items Due: 1/19 @ noon
Tues. 2/6/24 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentation <ul style="list-style-type: none"> <li></li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report	Packet Items Due: 1/26 @ 5:00 p.m.
Tues. 2/13/24 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 2/9 @ noon
Tues. 2/20/24 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentation <ul style="list-style-type: none"> <li></li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report	Packet Items Due: 2/9 @ 5:00 p.m.

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 109592 through number 109635 and EFT payment numbers 43 through 53 in the total amount of \$193,132.99 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 1st of December, 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: APPKT02941 - DECEMBER 1, 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						
004914	BRADY TRUCKING	12/01/2023	EFT	0.00	120.00	43
005900	CAPITAL BUSINESS MACHINES	12/01/2023	EFT	0.00	163.75	44
023078	FASTENAL COMPANY	12/01/2023	EFT	0.00	452.28	45
045000	H.D. FOWLER COMPANY	12/01/2023	EFT	0.00	15,449.68	46
VEN02141	NORTHWEST CASCADE, INC.	12/01/2023	EFT	0.00	141.00	47
151000	P. U. D. # 3	12/01/2023	EFT	0.00	14,124.49	48
168450	RH2 ENGINEERING INC	12/01/2023	EFT	0.00	2,888.30	49
195599	STATE AUDITORS OFFICE	12/01/2023	EFT	0.00	704.55	50
189670	THE SHOPPER	12/01/2023	EFT	0.00	355.50	51
201148	TMG SERVICES, INC.	12/01/2023	EFT	0.00	125.84	52
202392	VERIZON WIRELESS	12/01/2023	EFT	0.00	3,228.01	53
002982	APP	12/01/2023	Regular	0.00	5,697.46	109592
VEN02496	APRIL INLOW	12/01/2023	Regular	0.00	400.00	109593
002520	ARAMARK	12/01/2023	Regular	0.00	273.30	109594
003655	BATTERIES PLUS	12/01/2023	Regular	0.00	188.02	109595
005411	BUILDERS EXCHANGE OF WA INC	12/01/2023	Regular	0.00	134.25	109596
098000	BUILDERS FIRSTSOURCE	12/01/2023	Regular	0.00	122.01	109597
007450	CH2O INCORPORATED	12/01/2023	Regular	0.00	1,735.58	109598
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	12/01/2023	Regular	0.00	8,891.25	109599
008520	COMPLETE INDUSTRIAL SUPPLY	12/01/2023	Regular	0.00	458.79	109600
VEN02453	CONTOUR ENGINEERING, LLC	12/01/2023	Regular	0.00	7,500.00	109601
008778	CUMMINS NORTHWEST, LLC.	12/01/2023	Regular	0.00	2,579.20	109602
009351	DELAKE LANDEN FINANCIAL SVCS	12/01/2023	Regular	0.00	866.08	109603
009422	DELL MARKETING L.P.	12/01/2023	Regular	0.00	9,391.52	109604
VEN02319	DENALI WATER SOLUTIONS LLC	12/01/2023	Regular	0.00	2,932.52	109605
009595	DEPT. OF LICENSING	12/01/2023	Regular	0.00	28.00	109606
VEN01545	DONALD HENSON	12/01/2023	Regular	0.00	150.00	109607
VEN01406	FERGUSON WATERWORKS	12/01/2023	Regular	0.00	428.85	109608
VEN02495	FRONTIER CONSTRUCTION SUPPLY,	12/01/2023	Regular	0.00	1,012.93	109609
040960	GRAINGER	12/01/2023	Regular	0.00	691.06	109610
VEN01299	GRAY & OSBORNE	12/01/2023	Regular	0.00	4,540.69	109611
045150	HACH COMPANY	12/01/2023	Regular	0.00	7,369.53	109612
053992	HOOD CANAL COMMUNICATIONS	12/01/2023	Regular	0.00	4,942.04	109613
036236	JERI TIDD	12/01/2023	Regular	0.00	6.49	109614
VEN02236	JUSTICE AV SOLUTIONS, INC.	12/01/2023	Regular	0.00	8,218.75	109615
142910	NORSTAR INDUSTRIES INC.	12/01/2023	Regular	0.00	3,858.05	109616
142952	NORTH CENTRAL LABORATORIES	12/01/2023	Regular	0.00	189.60	109617
VEN01958	NORTHWEST EVENT ORGANIZERS, II	12/01/2023	Regular	0.00	12,055.36	109618
144093	NORTHWEST PLAYGROUND EQUIP	12/01/2023	Regular	0.00	4,096.32	109619
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/01/2023	Regular	0.00	127.48	109620
VEN02465	PNW RAISED EVENTS	12/01/2023	Regular	0.00	3,500.00	109621
903584	RIGHT SYSTEMS	12/01/2023	Regular	0.00	43,713.00	109622
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	12/01/2023	Regular	0.00	1,534.00	109623
VEN02492	SHELTON DOWNTOWN MERCHANT	12/01/2023	Regular	0.00	4,000.00	109624
186500	SHELTON MASON COUNTY CHAMBE	12/01/2023	Regular	0.00	45.00	109625
187000	SHELTON-MASON COUNTY JOURNA	12/01/2023	Regular	0.00	449.50	109626
191500	SONSRAY MACHINERY, LLC	12/01/2023	Regular	0.00	442.76	109627
VEN02199	TERMINIX PROCESSING CENTER	12/01/2023	Regular	0.00	1,750.58	109628
201300	TOZIER BROS INC.	12/01/2023	Regular	0.00	528.84	109629
201875	TYLER TECHNOLOGIES	12/01/2023	Regular	0.00	160.00	109630
202990	WAPRO	12/01/2023	Regular	0.00	25.00	109631
VEN01420	WASHINGTON CRANE & HOIST CO, I	12/01/2023	Regular	0.00	4,107.20	109632
053987	WESTBAY NAPA AUTO PARTS	12/01/2023	Regular	0.00	538.52	109633
204123	WHISLER COMMUNICATIONS	12/01/2023	Regular	0.00	472.95	109634

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
204125	WHITNEY EQUIPMENT CO.	12/01/2023	Regular	0.00	5,227.11	109635

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	44	0.00	155,379.59
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	30	11	0.00	37,753.40
Virtual Payments	0	0	0.00	0.00
	127	55	0.00	193,132.99

Virtual Payments	0	0	0.00	0.00
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### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2023	193,132.99
			<u>193,132.99</u>



Shelton, WA

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Bank Code: APBNK-Main-APBNK-Main						
004914	BRADY TRUCKING	12/01/2023	EFT	0.00	120.00	43
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20228	Invoice	11/14/2023	WOOD DEBRIS	0.00	60.00	
402-400-000-53580-3100		Office and Operating		WOOD DEBRIS	60.00	
20229	Invoice	11/14/2023	WOOD DEBRIS	0.00	60.00	
402-400-000-53580-3100		Office and Operating		WOOD DEBRIS	60.00	
005900	CAPITAL BUSINESS MACHINES	12/01/2023	EFT	0.00	163.75	44
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV180292	Invoice	11/06/2023	CONTRACT#CN2621-01	0.00	136.26	
001-118-000-52122-4500		Operating Rentals		CONTRACT#CN2621-01	136.26	
INV180293	Invoice	11/06/2023	CONTRACT#CN2736-01	0.00	27.49	
001-118-000-52122-4500		Operating Rentals		CONTRACT#CN2736-01	27.49	
023078	FASTENAL COMPANY	12/01/2023	EFT	0.00	452.28	45
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WATUM218872	Invoice	11/20/2023	CUST#WATUM1962 MISC SUPPLIES	0.00	249.91	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC	249.91	
WATUM219120	Invoice	11/16/2023	CUST#WATUM1962 MISC SUPPLIES	0.00	202.37	
402-400-000-53580-3100		Office and Operating		CUST#WATUM1962 MISC	202.37	
045000	H.D. FOWLER COMPANY	12/01/2023	EFT	0.00	15,449.68	46
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
C598435	Credit Memo	11/21/2023	ACCT#194680 FREIGHT CREDIT	0.00	-81.61	
401-000-000-53480-3505		Inventoried-Small Tools/E		ACCT#194680 FREIGHT CR	-81.61	
I6573635	Invoice	11/20/2023	ACCT#194680 PVC KNIFE GATE	0.00	461.15	
404-000-000-53180-3100		Office and Operating		ACCT#194680 PVC KNIFE G	461.15	
I6574501	Invoice	11/21/2023	ACCT#194680 HYMAX AND VALVES	0.00	15,070.14	
401-000-000-53480-3505		Inventoried-Small Tools/E		ACCT#194680 HYMAX AN	15,070.14	
VEN02141	NORTHWEST CASCADE, INC.	12/01/2023	EFT	0.00	141.00	47
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0553845749	Invoice	11/15/2023	CUST#228916 799 W HARVARD AVE	0.00	141.00	
001-141-000-57680-4500		Operating Rentals		CUST#228916 799 W HAR	141.00	
151000	P. U. D. # 3	12/01/2023	EFT	0.00	14,124.49	48
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
101002NOV23	Invoice	11/21/2023	101002NOV23	0.00	99.82	
101-000-000-54264-4700		Utility Services		101002NOV23	99.82	
101097001NOV2	Invoice	11/16/2023	101097001NOV23	0.00	94.87	
101-000-000-54264-4700		Utility Services		101097001NOV23	94.87	
101149001NOV2	Invoice	11/21/2023	101149001NOV23	0.00	115.38	
401-000-000-53480-4700		Utility Services-Water		101149001NOV23	115.38	
101155001NOV2	Invoice	11/16/2023	101155001NOV23	0.00	5,766.17	
401-000-000-53480-4700		Utility Services-Water		101155001NOV23	5,766.17	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>109397001NOV2</u>	Invoice	11/16/2023	109397001NOV23	0.00	99.04	
<u>101-000-000-54264-4700</u>	Utility Services		109397001NOV23		99.04	
<u>109413001NOV2</u>	Invoice	11/16/2023	109413001NOV23	0.00	67.42	
<u>101-000-000-54264-4700</u>	Utility Services		109413001NOV23		67.42	
<u>113939001NOV2</u>	Invoice	11/15/2023	113939001NOV23	0.00	85.46	
<u>401-000-000-53480-4700</u>	Utility Services-Water		113939001NOV23		85.46	
<u>252689001NOV2</u>	Invoice	11/21/2023	252689001NOV23	0.00	5,368.95	
<u>402-640-000-53580-4700</u>	Utility Services-Sewer Sat		252689001NOV23		5,368.95	
<u>25911001NOV23</u>	Invoice	11/16/2023	25911001NOV23	0.00	2,037.72	
<u>401-000-000-53480-4700</u>	Utility Services-Water		25911001NOV23		2,037.72	
<u>25913001NOV23</u>	Invoice	11/16/2023	25913001NOV23	0.00	98.83	
<u>401-000-000-53480-4700</u>	Utility Services-Water		25913001NOV23		98.83	
<u>26197001NOV23</u>	Invoice	11/16/2023	26197001NOV23	0.00	89.51	
<u>101-000-000-54264-4700</u>	Utility Services		26197001NOV23		89.51	
<u>82241001NOV23</u>	Invoice	11/15/2023	82241001NOV23	0.00	73.30	
<u>001-141-000-57680-4700</u>	Utility Services-Park		82241001NOV23		73.30	
<u>85079001NOV23</u>	Invoice	11/15/2023	85079001NOV23	0.00	65.82	
<u>402-300-000-53580-4700</u>	Utility Services-Sewer Ma		85079001NOV23		65.82	
<u>85183001NOV23</u>	Invoice	11/15/2023	85183001NOV23	0.00	62.20	
<u>404-000-000-53180-4700</u>	Utility Services		85183001NOV23		62.20	
168450	RH2 ENGINEERING INC	12/01/2023	EFT	0.00	2,888.30	49
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>93613</u>	Invoice	11/20/2023	SRTS CROSSWALK IMPROV	0.00	2,888.30	
<u>302-000-000-59561-4101</u>	CAPITAL Streets/Sidewalk		22-SAFERTE2SCHOOL	SRTS CROSSWALK IMPROV	2,888.30	
195599	STATE AUDITORS OFFICE	12/01/2023	EFT	0.00	704.55	50
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>1156559</u>	Invoice	09/12/2023	AUDIT#55758 ATTESTATION ENGAGEMENT	0.00	704.55	
<u>001-111-000-51423-4145</u>	Professional Services - Sta			AUDIT#55758 ATTESTATIO	704.55	
189670	THE SHOPPER	12/01/2023	EFT	0.00	355.50	51
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>59182</u>	Invoice	11/16/2023	WINDOW ENVELOPES	0.00	236.15	
<u>001-111-000-51423-3100</u>	Office and Operating			WINDOW ENVELOPES	236.15	
<u>59184</u>	Invoice	11/16/2023	SLUDGE LOAD TICKETS	0.00	119.35	
<u>402-400-000-53580-4100</u>	Professional Services/Adv			SLUDGE LOAD TICKETS	119.35	
201148	TMG SERVICES, INC.	12/01/2023	EFT	0.00	125.84	52
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>0050864-IN</u>	Invoice	11/08/2023	CUST#1908050 VALVE BALL	0.00	125.84	
<u>402-640-000-53580-3100</u>	Office and Operating			CUST#1908050 VALVE BAL	125.84	
202392	VERIZON WIRELESS	12/01/2023	EFT	0.00	3,228.01	53

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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	
9949817090	Invoice	11/20/2023	ACCT#972465947-00001		0.00	3,228.01
001-115-000-51895-4200		Communication		ACCT#972465947-00001		291.69
001-118-000-52122-4200		Communication		ACCT#972465947-00001		1,907.62
001-130-000-51810-4200		Communication		ACCT#972465947-00001		38.34
001-132-000-51888-4200		Communication		ACCT#972465947-00001		82.22
001-140-000-55850-4200		Communication		ACCT#972465947-00001		81.10
001-140-000-55860-4200		Communication		ACCT#972465947-00001		38.89
001-141-000-57680-4200		Communication		ACCT#972465947-00001		42.21
101-000-000-54264-4200		Communications		ACCT#972465947-00001		42.21
401-000-000-53480-4200		Communication		ACCT#972465947-00001		253.26
402-400-000-53580-4200		Communication		ACCT#972465947-00001		295.47
404-000-000-53180-4200		Communication		ACCT#972465947-00001		117.79
503-000-000-54865-4200		Communication		ACCT#972465947-00001		37.21
002982	APP	12/01/2023	Regular	0.00	5,697.46	109592
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
23-967495	Invoice	11/15/2023	ACCT#AP7500158 FUEL		0.00	3,734.66
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL		3,734.66
23-972182	Invoice	11/22/2023	ACCT#AP7500158 FUEL		0.00	1,962.80
503-250-000-58900-0001		Inventory-Gas		ACCT#AP7500158 FUEL		1,962.80
VEN02496	APRIL INLOW	12/01/2023	Regular	0.00	400.00	109593
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DAMAGEDDEPOSIT	Invoice	11/17/2023	DAMAGEDDEPOSITREFUND		0.00	400.00
657-000-000-386000002		Community Cntr Damage		DAMAGEDDEPOSITREFUND		400.00
002520	ARAMARK	12/01/2023	Regular	0.00	273.30	109594
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5120351170	Invoice	11/08/2023	ACCT#792105973 COVERALLS,MATS,TOW		0.00	65.71
402-400-000-53580-4900		Miscellaneous		ACCT#792105973 COVERA		65.71
5120355422	Invoice	11/15/2023	ACCT#792105972 COVERALLS,MATS,TOW		0.00	70.94
401-000-000-53480-4901		Miscellaneous - Shop		ACCT#792105972 COVERA		70.94
5120355423	Invoice	11/15/2023	ACCT#792105973 COVERALLS,MAT,TOWE		0.00	65.71
402-400-000-53580-4900		Miscellaneous		ACCT#792105973 COVERA		65.71
5120359956	Invoice	11/22/2023	ACCT#792105972 COVERALLS,MATS,TOW		0.00	70.94
401-000-000-53480-4901		Miscellaneous - Shop		ACCT#792105972 COVERA		70.94
003655	BATTERIES PLUS	12/01/2023	Regular	0.00	188.02	109595
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
P68043186	Invoice	11/28/2023	CUST#3604325187 BATTERIES		0.00	188.02
401-000-000-53480-3100		Office and Operating		CUST#3604325187 BATTE		188.02
005411	BUILDERS EXCHANGE OF WA INC	12/01/2023	Regular	0.00	134.25	109596
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1075715	Invoice	11/03/2023	PUBLISH PROJECTS ONLINE		0.00	134.25
411-000-000-59434-6300		Construction	18-WELL1REHAB	PUBLISH PROJECTS ONLIN		134.25
098000	BUILDERS FIRSTSOURCE	12/01/2023	Regular	0.00	122.01	109597
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
88278605	Invoice	11/14/2023	ACCT#671668 QUIKCRETE PLAYSAND		0.00	14.12
402-400-000-53580-3100		Office and Operating		ACCT#671668 QUIKCRETE		14.12

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
88288785	Invoice	11/16/2023	ACCT#671668 HAMMER BIT, CARB TIP	0.00	7.06	
101-000-000-54230-3100	Office and Operating		ACCT#671668 HAMMER BI		7.06	
88304741	Invoice	11/20/2023	ACCT#671668 SNAP LINK, SPRING SNAP	0.00	48.21	
402-640-000-53580-3100	Office and Operating		ACCT#671668 SNAP LINK,		48.21	
88315463	Invoice	11/22/2023	ACCT#671668 WOOD WEDGES	0.00	48.07	
401-000-000-53480-3100	Office and Operating		ACCT#671668 WOOD WED		48.07	
88319906	Invoice	11/26/2023	ACCT#671668 COMP NUT/SLEEVE KIT	0.00	4.55	
001-142-000-51890-3115	Office and Operating-Civi		ACCT#671668 COMP NUT/		4.55	
007450	CH2O INCORPORATED	12/01/2023	Regular	0.00	1,735.58	109598
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
340845	Invoice	11/20/2023	CUST#CITYOFSHELTO005	0.00	1,735.58	
401-000-000-53480-3104	Office and Operating-Chl		CUST#CITYOFSHELTO005		1,735.58	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	12/01/2023	Regular	0.00	8,891.25	109599
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
NOV/2023	Invoice	11/16/2023	NOVEMBER 2023 CITY BILLS	0.00	8,891.25	
001-140-000-55430-4700	Utility Services-Animal Sh		NOVEMBER 2023 CITY BIL		534.04	
001-141-000-57680-4700	Utility Services-Park		NOVEMBER 2023 CITY BIL		87.91	
001-141-000-57680-4700	Utility Services-Park		NOVEMBER 2023 CITY BIL		312.03	
001-141-000-57680-4700	Utility Services-Park		NOVEMBER 2023 CITY BIL		12.94	
001-141-000-57680-4700	Utility Services-Park		NOVEMBER 2023 CITY BIL		303.10	
001-141-000-57680-4700	Utility Services-Park		NOVEMBER 2023 CITY BIL		482.45	
001-142-000-51890-4715	Utility Services-Civic Ctr		NOVEMBER 2023 CITY BIL		149.01	
001-142-000-51890-4715	Utility Services-Civic Ctr		NOVEMBER 2023 CITY BIL		952.67	
001-142-000-51890-4715	Utility Services-Civic Ctr		NOVEMBER 2023 CITY BIL		147.32	
001-142-000-57250-4700	Utility Services-Library		NOVEMBER 2023 CITY BIL		555.55	
001-142-000-57530-4700	Utility Services-Museum		NOVEMBER 2023 CITY BIL		125.14	
101-000-000-54265-4700	Utility Services		NOVEMBER 2023 CITY BIL		154.81	
401-000-000-53480-4700	Utility Services-Water		NOVEMBER 2023 CITY BIL		15.66	
401-000-000-53480-4700	Utility Services-Water		NOVEMBER 2023 CITY BIL		17.47	
401-000-000-53480-4700	Utility Services-Water		NOVEMBER 2023 CITY BIL		38.55	
401-000-000-53480-4700	Utility Services-Water		NOVEMBER 2023 CITY BIL		25.54	
401-000-000-53480-4700	Utility Services-Water		NOVEMBER 2023 CITY BIL		22.87	
401-000-000-53480-4700	Utility Services-Water		NOVEMBER 2023 CITY BIL		49.85	
401-000-000-53480-4701	Utility Services - Shop		NOVEMBER 2023 CITY BIL		159.44	
401-000-000-53480-4701	Utility Services - Shop		NOVEMBER 2023 CITY BIL		620.38	
401-000-000-53480-4701	Utility Services - Shop		NOVEMBER 2023 CITY BIL		111.62	
401-000-000-53480-4701	Utility Services - Shop		NOVEMBER 2023 CITY BIL		141.55	
401-000-000-53480-4701	Utility Services - Shop		NOVEMBER 2023 CITY BIL		108.94	
402-300-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		15.66	
402-400-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		25.95	
402-400-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		590.76	
402-400-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		2,223.66	
402-400-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		70.45	
402-400-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		25.95	
402-400-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		19.42	
402-500-000-53580-4700	Utility Services-Sewer Ma		NOVEMBER 2023 CITY BIL		44.15	
402-640-000-53580-4700	Utility Services-Sewer Sat		NOVEMBER 2023 CITY BIL		18.11	
402-640-000-53580-4700	Utility Services-Sewer Sat		NOVEMBER 2023 CITY BIL		538.88	
402-640-000-53580-4700	Utility Services-Sewer Sat		NOVEMBER 2023 CITY BIL		136.37	
404-000-000-53180-4700	Utility Services		NOVEMBER 2023 CITY BIL		53.05	
008520	COMPLETE INDUSTRIAL SUPPLY	12/01/2023	Regular	0.00	458.79	109600



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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	
<u>13796</u>	Invoice	11/15/2023	CUST# 413 RUBBER TARP FASTENERS	0.00	458.79	
<u>503-000-000-54865-3100</u>		Office and Operating		CUST# 413 RUBBER TARP F	458.79	
VEN02453	CONTOUR ENGINEERING, LLC	12/01/2023	Regular	0.00	7,500.00	109601
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>23-1716</u>	Invoice	11/15/2023	POST OFFICE PARK-SHELTON	0.00	7,500.00	
<u>001-141-000-57680-4100</u>		Professional Services/Adv		POST OFFICE PARK-SHELTO	7,500.00	
008778	CUMMINS NORTHWEST, LLC.	12/01/2023	Regular	0.00	2,579.20	109602
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>01-4333</u>	Invoice	11/17/2023	CUST#267561 PARTS	0.00	1,644.33	
<u>001-119-000-52250-4800</u>		Repairs and Maintenance		CUST#267561 PARTS	1,644.33	
<u>01-4335</u>	Invoice	11/17/2023	CUST#267561 ANNUAL SERVICE	0.00	934.87	
<u>001-142-000-51890-4815</u>		Repairs and Maintenance		CUST#267561 PARTS	934.87	
009351	DELAGE LANDEN FINANCIAL SVCS	12/01/2023	Regular	0.00	866.08	109603
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>81429644</u>	Invoice	11/25/2023	CONTRACT#500-50265514	0.00	162.12	
<u>402-700-000-59135-7001</u>		Long Term Lease - Sewer		CONTRACT#500-50265514	162.12	
<u>81429657</u>	Invoice	11/25/2023	CONTRACT#500-50499914	0.00	162.12	
<u>401-250-000-59134-7001</u>		Long Term Lease - Water		CONTRACT#500-50499914	162.12	
<u>81438723</u>	Invoice	11/25/2023	CONTRACT#500-50492834	0.00	270.92	
<u>001-115-000-59114-7001</u>		Long Term Lease - Financ		CONTRACT#500-50492834	162.55	
<u>001-130-000-59117-7001</u>		Long Term Lease - Human		CONTRACT#500-50492834	108.37	
<u>81438733</u>	Invoice	11/25/2023	CONTRACT#500-50499916	0.00	270.92	
<u>001-115-000-59148-7001</u>		Long Term Lease - PW Ad		CONTRACT#500-50499916	127.33	
<u>001-120-000-59113-7001</u>		Long Term Lease - Executi		CONTRACT#500-50499916	13.55	
<u>001-140-000-59158-7001</u>		Long Term Lease - Comm		CONTRACT#500-50499916	130.04	
009422	DELL MARKETING L.P.	12/01/2023	Regular	0.00	9,391.52	109604
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>10712685573</u>	Invoice	11/21/2023	CUST#8933147 PRECISION 3460	0.00	9,391.52	
<u>001-132-000-51888-3505</u>		Inventoried-Small Tools/E		CUST#8933147 PRECISION	9,391.52	
VEN02319	DENALI WATER SOLUTIONS LLC	12/01/2023	Regular	0.00	2,932.52	109605
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>INV678003</u>	Invoice	11/27/2023	CUST#599121378 TRANSPORTATION WW	0.00	2,932.52	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		CUST#599121378 TRANSP	2,932.52	
009595	DEPT. OF LICENSING	12/01/2023	Regular	0.00	28.00	109606
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SHP230041</u>	Invoice	11/21/2023	SHP230041	0.00	18.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		SHP230041	18.00	
<u>SHP230042</u>	Invoice	11/22/2023	SHP230042	0.00	10.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		SHP230042	10.00	
VEN01545	DONALD HENSON	12/01/2023	Regular	0.00	150.00	109607

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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	
<u>CDLREIMBNOV23</u>	Invoice	11/16/2023	CDLREIMBNOV23		150.00	
<u>101-000-000-54230-4900</u>		Miscellaneous		CDLREIMBNOV23	150.00	
VEN01406	FERGUSON WATERWORKS	12/01/2023	Regular	0.00	428.85	109608
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0022862</u>	Invoice	11/14/2023	CUST#2543 ENGINEER HAMM	0.00	81.23	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST#2543 ENGINEER HA	81.23	
<u>0022864</u>	Invoice	11/14/2023	CUST#2543 MECHANICAL JOINT HAMM	0.00	347.62	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST#2543 MECHANICAL J	347.62	
VEN02495	FRONTIER CONSTRUCTION SUPPLY,	12/01/2023	Regular	0.00	1,012.93	109609
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>233359</u>	Invoice	10/04/2023	CUST#4293 6 SACK BLEND MIX WITH AIR	0.00	1,012.93	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST#4293 6 SACK BLEND	1,012.93	
040960	GRAINGER	12/01/2023	Regular	0.00	691.06	109610
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9896129690</u>	Invoice	11/06/2023	ACCT#839177342 POWER RELAY 19976D	0.00	61.08	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		ACCT#839177342 POWER	61.08	
<u>9905292281</u>	Invoice	11/14/2023	ACCT#839177342 MEMBRANE KIT, DETER	0.00	412.92	
<u>402-400-000-53580-3100</u>		Office and Operating		ACCT#839177342 MEMBR	412.92	
<u>9905292299</u>	Invoice	11/14/2023	ACCT#839177342 AXIAL FANFLTR	0.00	217.06	
<u>402-640-000-53580-3100</u>		Office and Operating		ACCT#839177342 AXIAL F	217.06	
VEN01299	GRAY & OSBORNE	12/01/2023	Regular	0.00	4,540.69	109611
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>51NOV23</u>	Invoice	11/08/2023	ENGINEERING SERVICES	0.00	4,540.69	
<u>401-000-000-53480-4100</u>		Professional Services/Adv		ENGINEERING SERVICES	641.58	
<u>402-500-000-53580-4104</u>		Professional Services/Adv		ENGINEERING SERVICES	2,877.13	
<u>404-000-000-53180-4100</u>		Prof Serv-Stormwater Im		ENGINEERING SERVICES	678.98	
<u>411-000-000-59434-4101</u>		Water Capital Exp-Prof Sv	21-AMR	ENGINEERING SERVICES	171.50	
<u>412-000-000-59435-4100</u>		Professional Services	21-AMR	ENGINEERING SERVICES	171.50	
045150	HACH COMPANY	12/01/2023	Regular	0.00	7,369.53	109612
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>13822827</u>	Invoice	11/21/2023	ACCT#170152		6,869.64	
<u>401-000-000-53480-4800</u>		Repairs and Maintenance		ACCT#170152	1,626.56	
<u>402-400-000-53580-4800</u>		Repairs and Maintenance		ACCT#170152	2,644.92	
<u>402-640-000-53580-4800</u>		Repairs and Maintenance		ACCT#170152	2,598.16	
<u>13825926</u>	Invoice	11/22/2023	ACCT#341640 MISC SUPPLIES	0.00	499.89	
<u>402-400-000-53580-3100</u>		Office and Operating		ACCT#341640 MISC SUPPL	499.89	
053992	HOOD CANAL COMMUNICATIONS	12/01/2023	Regular	0.00	4,942.04	109613

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
10883651	Invoice	12/01/2023	ACCT#00003840-2	0.00	673.74	
001-000-000-369900004	Miscellaneous		ACCT#00003840-2		-398.16	
001-119-000-52250-4200	Communication		ACCT#00003840-2		101.19	
001-120-000-51310-4200	Communication		ACCT#00003840-2		0.12	
001-130-000-51810-4200	Communication		ACCT#00003840-2		40.62	
001-140-000-55430-4200	Communication - Animal		ACCT#00003840-2		32.16	
001-142-000-51890-4215	Communication-Civic Cen		ACCT#00003840-2		796.38	
401-000-000-53480-4201	Communication - Shop		ACCT#00003840-2		101.31	
402-400-000-53580-4200	Communication		ACCT#00003840-2		0.12	
10883694	Invoice	12/01/2023	ACCT#00017664-7	0.00	4,268.30	
001-112-000-51251-4200	Communication		ACCT#00017664-7		180.00	
001-132-000-51888-4200	Communication		ACCT#00017664-7		252.80	
001-132-000-51888-4801	Repairs and Maintenance		ACCT#00017664-7		405.50	
401-000-000-53480-4200	Communication		ACCT#00017664-7		1,260.00	
401-000-000-53480-4201	Communication - Shop		ACCT#00017664-7		315.00	
402-400-000-53580-4200	Communication		ACCT#00017664-7		1,855.00	
036236	JERI TIDD	12/01/2023	Regular	0.00	6.49	109614
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
37005REIMB	Invoice	11/15/2023	LETTERING ON PLATE REIMB	0.00	6.49	
001-130-000-51810-3101	Office & Operating-Welln		LETTERING ON PLATE REI		6.49	
VEN02236	JUSTICE AV SOLUTIONS, INC.	12/01/2023	Regular	0.00	8,218.75	109615
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV-528367	Invoice	11/21/2023	MAINT AGREEMENT 2024	0.00	8,218.75	
001-110-000-51160-4100	Professional Services/Adv		MAINT AGREEMENT 2024		2,054.69	
001-112-000-51251-4109	Other Professional Servic		MAINT AGREEMENT 2024		6,164.06	
142910	NORSTAR INDUSTRIES INC.	12/01/2023	Regular	0.00	3,858.05	109616
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
61519	Invoice	11/20/2023	PLOW BLADES	0.00	3,858.05	
503-000-000-54865-3104	Oper Supp-Parts-EM&R V		PLOW BLADES		3,858.05	
142952	NORTH CENTRAL LABORATORIES	12/01/2023	Regular	0.00	189.60	109617
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
495453	Invoice	11/08/2023	ACCT#42215 THERMOMETER	0.00	189.60	
402-400-000-53580-3100	Office and Operating		ACCT#42215 THERMOMET		189.60	
VEN01958	NORTHWEST EVENT ORGANIZERS, II	12/01/2023	Regular	0.00	12,055.36	109618
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
LTACGRANT2023	Invoice	11/22/2023	LTACGRANT2023	0.00	12,055.36	
108-000-000-57390-4110	Prov Serv-NW Event Orga		LTACGRANT2023		12,055.36	
144093	NORTHWEST PLAYGROUND EQUIP	12/01/2023	Regular	0.00	4,096.32	109619
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
52406	Invoice	11/01/2023	PLAYGROUND BORDERS	0.00	4,096.32	
302-000-000-59476-6000	Parks Capital Projects		21-NCLIFFPARK		4,096.32	
VEN02312	ODP BUSINESS SOLUTIONS LLC	12/01/2023	Regular	0.00	127.48	109620

## Check Register

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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	
337912763001	Invoice	11/07/2023	ACCT#28972108 PLANNERS, PENS	0.00	62.10	
001-111-000-51421-3100		Office and Operating		ACCT#28972108 PLANNER	27.35	
001-111-000-51423-3100		Office and Operating		ACCT#28972108 PLANNER	34.75	
341055644001	Invoice	11/07/2023	ACCT#28972108 PORTFOLIOS	0.00	40.25	
001-111-000-51423-3100		Office and Operating		ACCT#28972108 PORTFOLI	40.25	
341061444001	Invoice	11/07/2023	ACCT#28972108 PAPER	0.00	25.13	
001-111-000-51421-3100		Office and Operating		ACCT#28972108 PAPER	25.13	
VEN02465	PNW RAISED EVENTS	12/01/2023	Regular	0.00	3,500.00	109621
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
LTACGRANT2023	Invoice	11/22/2023	LTAC GRANT SCHOOL HOUSE ROCKS	0.00	3,500.00	
108-000-000-57390-4111		Prof Serv-PNW Raised Ev		LTAC GRANT SCHOOL HOU	3,500.00	
903584	RIGHT SYSTEMS	12/01/2023	Regular	0.00	43,713.00	109622
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI-184064	Invoice	11/20/2023	CUST#COS006 TRICERAT MAINT	0.00	387.50	
001-132-000-51888-4100		Data Processing-Prof Svcs		CUST#COS006 TRICERAT M	387.50	
SI-184076	Invoice	11/20/2023	CUST#COS006	0.00	43,325.50	
001-132-000-51888-4100		Data Processing-Prof Svcs		CUST#COS006	43,325.50	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	12/01/2023	Regular	0.00	1,534.00	109623
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
74247	Invoice	11/02/2023	OLYMPIC HWY N SAFETY ASSESSMENT	0.00	1,534.00	
101-000-000-54230-4100		Professional Services/Adv		OLYMPIC HWY N SAFETY A	1,534.00	
VEN02492	SHELTON DOWNTOWN MERCHANT	12/01/2023	Regular	0.00	4,000.00	109624
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
LTACGRANT2023	Invoice	11/15/2023	LTACGRANT2023	0.00	4,000.00	
108-000-000-57390-4112		Prof Serv-Shelton DT Mer		LTACGRANT2023	4,000.00	
186500	SHELTON MASON COUNTY CHAMBE	12/01/2023	Regular	0.00	45.00	109625
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6602	Invoice	05/18/2023	MEALS	0.00	20.00	
001-120-000-51310-4900		Miscellaneous		MEALS	20.00	
6615	Invoice	09/21/2023	MEETING REGISTRATION -ST OF COMM	0.00	25.00	
001-120-000-51310-4900		Miscellaneous		MEETING REGISTRATION -	25.00	
187000	SHELTON-MASON COUNTY JOURNA	12/01/2023	Regular	0.00	449.50	109626
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
121913	Invoice	11/09/2023	SMPD 2024 BUDGET	0.00	186.00	
001-110-000-51160-4100		Professional Services/Adv		SMPD 2024 BUDGET	186.00	
121919	Invoice	11/09/2023	2024 BUDGET	0.00	186.00	
001-110-000-51160-4100		Professional Services/Adv		2024 BUDGET	186.00	
122106	Invoice	11/23/2023	LOW IMPACT DEVELOPMENT	0.00	77.50	
001-110-000-51160-4100		Professional Services/Adv		LOW IMPACT DEVELOPME	77.50	
191500	SONSRAY MACHINERY, LLC	12/01/2023	Regular	0.00	442.76	109627

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PSO106642-1	Invoice	11/15/2023	CUST#BP0018172		0.00	442.76
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		PSO106642-1		442.76
VEN02199	TERMINIX PROCESSING CENTER	12/01/2023	Regular	0.00	1,750.58	109628
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
440299731	Invoice	11/14/2023	CUST#13633877 1000 W PINE ST		0.00	104.45
401-000-000-53480-4101		Professional Services - Sh		CUST#13633877 1000 W P		104.45
440300224	Invoice	11/14/2023	CUST#13634132 1437 W HARVARD ST		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13634132 1437 W H		69.63
440300319	Invoice	11/14/2023	CUST#13634151 811 S 15TH ST		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13634151 811 S 15T		69.63
440300771	Invoice	11/14/2023	CUST#13638789 553 BEAR ST		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13638789 553 BEAR		69.63
440301285	Invoice	11/14/2023	CUST#13638825 907 W BIRCH ST		0.00	68.54
401-000-000-53480-4100		Professional Services/Adv		CUST#13638825 907 W BI		68.54
440301668	Invoice	11/14/2023	CUST#13634265 2001 N 13TH ST		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13634265 2001 N 1		69.63
440301829	Invoice	11/14/2023	CUST#13634026 2401 N SHELTON SPRING		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13634026 2401 N S		69.63
440302138	Invoice	11/14/2023	CUST#13638814 100 MUNCASTER DR		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13638814 100 MUN		69.63
440302530	Invoice	11/14/2023	CUST#13634102 900 WALLACE KNEELAN		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13634102 900 WALL		69.63
440303051	Invoice	11/14/2023	CUST#13632896 10891 N HWY 101		0.00	147.97
402-640-000-53580-4100		Professional Services/Adv		CUST#13632896 10891 N		147.97
440303460	Invoice	11/14/2023	CUST#13638801 51 PUBLIC WORKS DR		0.00	69.63
401-000-000-53480-4100		Professional Services/Adv		CUST#13638801 51 PUBLI		69.63
440310480	Invoice	11/14/2023	CUST#13632853 1701 FAIRMOUNT AVE		0.00	233.92
402-400-000-53580-4100		Professional Services/Adv		CUST#13632853 1701 FAIR		233.92
440310503	Invoice	11/14/2023	CUST#13638768 626 MAGNOLIA AVE		0.00	68.54
401-000-000-53480-4100		Professional Services/Adv		CUST#13638768 626 MAG		68.54
440310523	Invoice	11/14/2023	CUST#13959326 122 W FRANKLIN ST		0.00	143.62
001-119-000-52250-4100		Professional Services/Adv		CUST#13959326 122 W FR		143.62
440310532	Invoice	11/14/2023	CUST#13959313 427 W RAILROAD AVE		0.00	143.62
001-142-000-57530-4100		Professional Services/Adv		CUST#13959313 427 W RA		143.62
440310547	Invoice	11/14/2023	CUST#13959345 710 W ALDER ST		0.00	143.62
001-142-000-57250-4100		Professional Services/Adv		CUST#13959345 710 W AL		143.62
440310628	Invoice	11/14/2023	CUST#13634000 311 S FRONT ST		0.00	69.63
402-400-000-53580-4100		Professional Services/Adv		CUST#13634000 311 S FR		69.63
440310637	Invoice	11/14/2023	CUST#13634073 100 TURNER AVE		0.00	69.63
402-400-000-53580-4100		Professional Services/Adv		CUST#13634073 100 TUR		69.63
201300	TOZIER BROS INC.	12/01/2023	Regular	0.00	528.84	109629
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
466165	Invoice	09/28/2023	CUST#20090 NUTS & BOLTS		0.00	8.08
001-142-000-51890-3115		Office and Operating-Civi		CUST#20090 NUTS & BOLT		8.08
466340	Invoice	10/10/2023	CUST#20090 NIPPLE		0.00	2.44
101-000-000-54230-3100		Office and Operating		CUST#20090 NIPPLE		2.44
466820	Invoice	11/08/2023	CUST#20090 CIRC SAW BLADE SCRATCH		0.00	32.63
402-400-000-53580-3100		Office and Operating		CUST#20090 CIRC SAW BL		32.63

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>466950</u>	Invoice	11/16/2023	CUST#20090 QUICK LINKS, SPRING SNAP	0.00	69.57	
<u>402-400-000-53580-3100</u>	Office and Operating		CUST#20090 QUICK LINKS,		69.57	
<u>466955</u>	Invoice	11/16/2023	CUST#20090 FLUSH LEVER	0.00	11.40	
<u>001-140-000-55430-3100</u>	Office and Operating - Ani		CUST#20090 FLUSH LEVER		11.40	
<u>466962</u>	Invoice	11/16/2023	CUST#20090 MISC PARTS	0.00	48.97	
<u>402-640-000-53580-3100</u>	Office and Operating		CUST#20090 MISC PARTS		48.97	
<u>467012</u>	Invoice	11/21/2023	CUST#20090 MISC PARTS	0.00	144.70	
<u>401-000-000-53480-3100</u>	Office and Operating		CUST#20090 MISC PARTS		144.70	
<u>467018</u>	Invoice	11/21/2023	CUST#20090 POLY PLUS TARP	0.00	113.14	
<u>001-141-000-57680-3100</u>	Office and Operating		CUST#20090 POLY PLUS TA		113.14	
<u>467028</u>	Invoice	11/21/2023	CUST#20090 EXT CORD	0.00	97.91	
<u>402-640-000-53580-3100</u>	Office and Operating		CUST#20090 EXT CORD		97.91	
201875	TYLER TECHNOLOGIES	12/01/2023	Regular	0.00	160.00	109630
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>025-446383</u>	Invoice	12/01/2023	CUST#48155 UTILITY BILLING	0.00	160.00	
<u>001-111-000-51421-4100</u>	Professional Services/Adv		CUST#48155 UTILITY BILLI		160.00	
202990	WAPRO	12/01/2023	Regular	0.00	25.00	109631
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>8415</u>	Invoice	12/01/2023	WAPRO MEMBERSHIP 2023-2024	0.00	25.00	
<u>001-118-000-52122-4900</u>	Miscellaneous		WAPRO MEMBERSHIP 202		25.00	
VEN01420	WASHINGTON CRANE & HOIST CO, I	12/01/2023	Regular	0.00	4,107.20	109632
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>0052317-IN</u>	Invoice	11/21/2023	CUST#COS5SW ANNUAL INSPECTION	0.00	4,107.20	
<u>402-400-000-53580-4800</u>	Repairs and Maintenance		CUST#COS5SW ANNUAL IN		1,642.88	
<u>402-640-000-53580-4800</u>	Repairs and Maintenance		CUST#COS5SW ANNUAL IN		1,642.88	
<u>503-000-000-54865-4800</u>	Repairs and Maintenance		CUST#COS5SW ANNUAL IN		821.44	
053987	WESTBAY NAPA AUTO PARTS	12/01/2023	Regular	0.00	538.52	109633
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>060189</u>	Invoice	11/14/2023	ACCT#4296 MOTOR OIL, LAMP	0.00	230.24	
<u>503-000-000-54865-3101</u>	Vehicle Supplies		ACCT#4296 MOTOR OIL, L		138.14	
<u>503-000-000-54865-3103</u>	Vehicle Supp-EM&R Vehic		ACCT#4296 MOTOR OIL, L		92.10	
<u>060490</u>	Invoice	11/16/2023	ACCT#4296 BRAKE PARTS UNIT 16	0.00	287.91	
<u>001-118-000-52122-3110</u>	Office & Operating-Auto		ACCT#4296 BRAKE PARTS		287.91	
<u>061548</u>	Invoice	11/26/2023	ACCT#4296 NFD OIL DRY	0.00	20.37	
<u>404-000-000-53180-3100</u>	Office and Operating		ACCT#4296 NFD OIL DRY		20.37	
204123	WHISLER COMMUNICATIONS	12/01/2023	Regular	0.00	472.95	109634
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>16124</u>	Invoice	11/10/2023	KENWOOD CONVENTIONAL LICENSE	0.00	472.95	
<u>001-118-000-52122-4100</u>	Patrol-Professional Servic		KENWOOD CONVENTIONA		472.95	
204125	WHITNEY EQUIPMENT CO.	12/01/2023	Regular	0.00	5,227.11	109635
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>		<b>Account Name</b>	<b>Project Account Key</b>	<b>Item Description</b>	<b>Dist Amount</b>	
<u>PS-INV105277</u>	Invoice	06/30/2023	START UP-FULL DAY	0.00	2,176.00	
<u>402-640-000-53580-4800</u>	Repairs and Maintenance		START UP-FULL DAY		2,176.00	
<u>PS-INV105641</u>	Invoice	07/25/2023	TEMP SENSOR, REPLACEMENT CONTROL	0.00	1,365.80	
<u>402-400-000-53580-4800</u>	Repairs and Maintenance		TEMP SENSOR, REPLACEM		1,365.80	
<u>PS-INV106566</u>	Invoice	10/31/2023	FIELD SERVICE, TRAVEL	0.00	1,685.31	

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<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
402-640-000-53580-4800		Repairs and Maintenance	FIELD SERVICE, TRAVEL		1,685.31	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	44	0.00	155,379.59
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	30	11	0.00	37,753.40
Virtual Payments	0	0	0.00	0.00
	<b>127</b>	<b>55</b>	<b>0.00</b>	<b>193,132.99</b>

Virtual Payments	0	0	0.00	0.00
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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2023	193,132.99
			<u>193,132.99</u>





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

City Council Meeting Minutes  
November 21, 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  
Finance Director Mike Githens  
Capital Projects Manager Aaron Nix  
Sewer & Stormwater Superintendent Brent Armstrong

Guests – Laura Watson-Sears-PNW Raised Events  
Rachel Hansen-NW Event Organizers

### **CALL TO ORDER**

Call to Order: 6:00 p.m.  
Pledge of Allegiance: Mayor Onisko  
Roll Call: City Clerk Nault – All Present

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

None

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

1. Vouchers numbered 109434 through 109465 and EFT payment numbers 8 through 15 in the total amount of \$157,833.45.
2. Vouchers numbered 109484 through 109523 and EFT payment numbers 16 through 28 in the total amount of \$119,004.46.
3. Minutes:
  - Business Meeting of October 17, 2023
  - Study Session of October 24, 2023

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

### **PRESENTATIONS**

1. Swearing-in of Police Chief Kostad & Police Captain Patton

Mayor Onisko swore in the new Police Chief, Chris Kostad and new Police Captain, Daniel Patton. Discussion followed.

2. School House Rocks LTAC Report - Presented by Laura Watson-Sears from PNW Raised Events

Laura Watson-Sears presented her annual LTAC report regarding the School House Rocks event. No discussion.

3. Christmastown Marketing & Events LTAC Report – Presented by Rachel Hansen from NW Event Organizers.

Rachel Hansen presented her annual LTAC Report regarding Christmastown. No discussion.

4. Overlook Park Mural Installation LTAC Report - Presented by Rachel Hansen from NW Event Organizers.

Rachel Hansen presented her annual LTAC Report regarding the Overlook Park mural installation. No discussion.

5. September Financial Status Report - Presented by Finance Director Mike Githens

Finance Director Githens presented information regarding the September Financial Status report. Discussion followed.

## **BUSINESS AGENDA**

1. Public Defense Contract – Presented by City Manager Mark Ziegler

City Manager Ziegler presented information regarding a public defense contract. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to place the contract for indigent defense services on the December 5, 2023 action agenda for further consideration. Passed.

2. Resolution No. 1300-1123 2024 Legislative Agenda – Presented by City Manager Mark Ziegler

City Manager Ziegler presented information regarding the 2024 legislative agenda. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to forward Resolution No. 1300-1123 to the December 5, 2023 action agenda for further consideration. Passed.

## **ACTION AGENDA**

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

Finance Director Githens presented information regarding the master fee schedule update. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1294-0923.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to adopt Resolution No. 1294-0923 as presented. 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 Deputy Mayor Schmit and seconded by Councilmember Gutierrez to adopt Ordinance No. 2016-1023 as presented. Passed.

Mayor Onisko recessed from the regular meeting to open a Public Hearing.

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

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

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to adopt Ordinance No. 2013-0923 as presented. 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 the 2024 regular & 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 Deputy Mayor Schmit to adopt Ordinance No. 2014-0923 as presented. 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 regarding the well #1 pipeline pressurization contract award. Discussion followed. No public comment. City Clerk Nault provided a reading of Resolution No. 1295-1023.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to adopt Resolution No. 1295-1023 as presented. 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. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1298-1023.

A motion was made by Councilmember Schirman and seconded by Councilmember Peterson to adopt Resolution No. 1298-1023 as presented. Passed.

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

City Manager Ziegler presented information regarding the Mason County multi-jurisdictional multi-hazard mitigation plan. No discussion. No public comment. City Clerk Nault provided a reading of Resolution No. 1299-1023.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Schirman to adopt Resolution No. 1299-1023 as presented. Passed.

## 8. Designated Crisis Responder Contract – Presented by City Manager Mark Ziegler

City Manager Ziegler presented information regarding the designated crisis responder contract. No discussion. Public Comment – Dean Jewett.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Peterson to approve the contracts with Thurston Mason Behavioral Health Administrative Services Organization and Olympic Health & Recovery Services for a designated crisis responder and to authorize the City Manager to sign the contracts. Passed.

### **ADMINISTRATION REPORT**

#### 1. City Manager Report

- Shelton Police Department WASPC accreditation
- December 5, 2023 - 5:00 p.m. volunteer recognition event
- A new councilmember 101 handbook is being created
- Post Office Park land swap, survey has been sent off to USPS
- No Study Session on November 28, 2023
- Christmas events are upcoming, volunteer opportunities are available

### **GENERAL PUBLIC COMMENT (3-minute time limit)**

In-Person:

Dean Jewett

Zoom:

Colleen Carmichael

### **NEW ITEMS FOR DISCUSSION**

None

### **ANNOUNCEMENT OF NEXT MEETING**

City Council Meeting – December 5, 2023 at 6:00 p.m.

### **MEETING ADJOURN**

Mayor Onisko adjourned the meeting at 7:05 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault

# October 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

	2023 Revised Budget	2023 thru October	2023 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	14,513,102	12,024,803	14,683,813	170,711	1.2%
Expenditures	15,891,620	10,935,926	14,432,442	1,459,178	9.2%
Net Revenues Less Expenditures	(1,378,518)	1,088,878	251,371	1,629,889	
Beginning Fund Balance	5,047,716		5,047,716		
Ending Fund Balance	3,669,198 23.1%		5,299,087 33.3%		
<u>Ending Fund Balance Breakdown:</u>					
Reserved - 20% of Budget	3,178,324		3,178,324		
Unreserved Fund Balance	490,874		2,120,763		
<b>Total Fund Balance</b>	<b>3,669,198</b>		<b>5,299,087</b>		

### Summary

2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.  
2022 amounts included in this report are unaudited.

Analysis through October shows an overall Positive budget variance of \$1.6 million.

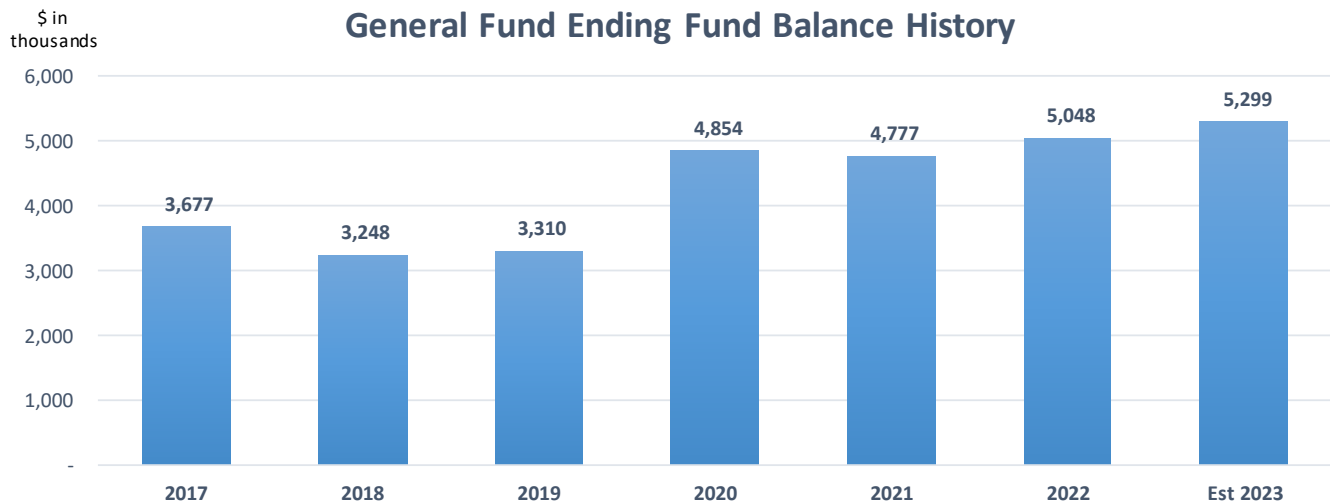
General Fund Reserves are estimated to end the year at \$5.3 million, or 33.3% of 2023 revised budgeted expenditures.

#### Revenue Overview

Revenues are currently estimated to end the year approximately \$171 thousand, or 1.2% higher than budgeted.

#### Expenditure Overview

Expenditures are currently estimated to end the year approximately \$1.5 million, or 9.2% less than budgeted.



# October 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

Revenue Categories	2023 Revised Budget	2023 thru October	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Taxes:</b>					
Property	2,846,399	1,725,238	2,791,399	(55,000)	-1.9%
Sales & Use	3,515,360	2,980,807	3,528,500	13,140	0.4%
City Utility	1,276,600	1,278,225	1,427,826	151,226	11.8%
Non-City Utility	1,301,400	1,116,679	1,265,607	(35,793)	-2.8%
Business & Occupation	1,007,475	693,556	807,475	(200,000)	-19.9%
Other	48,930	50,814	72,000	23,070	47.1%
Licenses & Permits	301,900	265,507	290,415	(11,485)	-3.8%
Intergovernmental Revenue	632,086	529,524	577,551	(54,535)	-8.6%
Charges for Goods/Services	3,159,306	3,023,165	3,404,640	245,334	7.8%
Fines and Penalties	92,550	43,194	48,716	(43,834)	-47.4%
Miscellaneous Revenue	153,096	308,328	353,917	200,821	131.2%
Transfers In	178,000	9,766	115,766	(62,234)	-35.0%
<b>Total Revenues</b>	<b>14,513,102</b>	<b>12,024,803</b>	<b>14,683,813</b>	<b>170,711</b>	<b>1.2%</b>

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

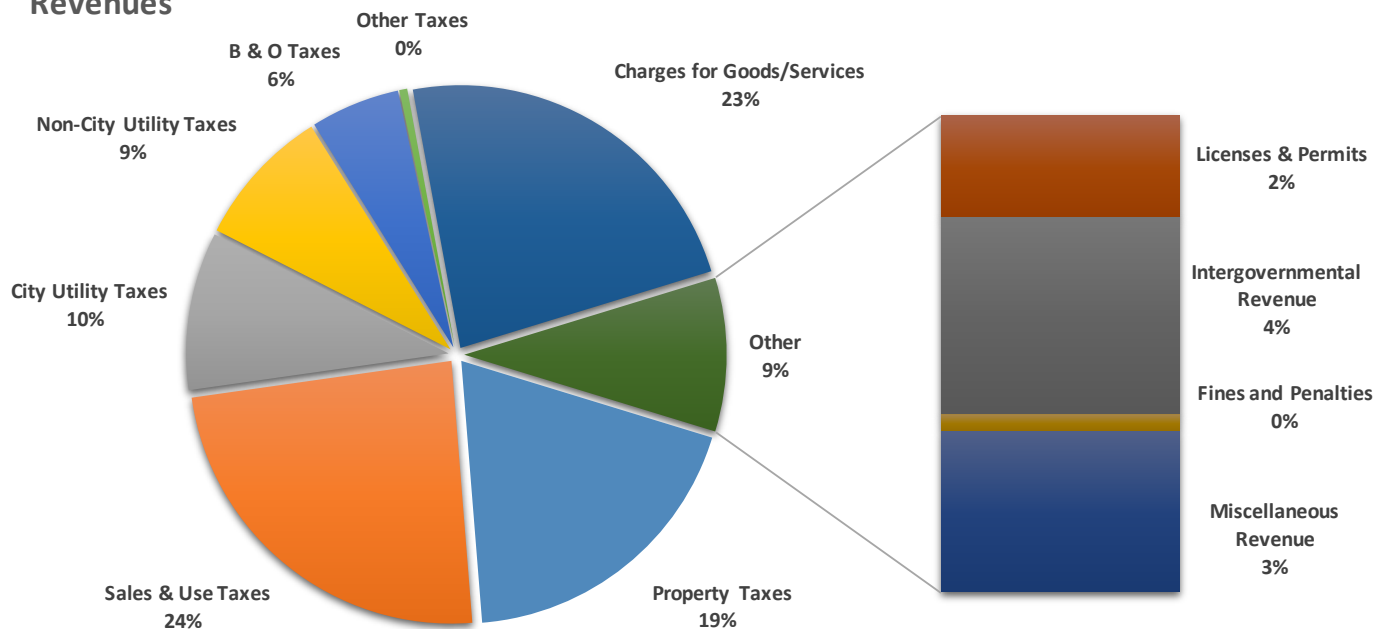
#### Variance Notes

**City Utility Tax:** Estimated to be over budget by \$151 thousand based on collections received.

**B&O Taxes:** Estimated to be under budget by \$200 thousand due to lower taxes received so far this year.

**Miscellaneous:** Over budget due to parks donations, investment interest & facility rentals.

#### 2023 Estimated General Fund Revenues



# October 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

Department	2023 Revised Budget	2023 thru October	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Administrative Services</b>					
Human Resources	324,148	255,464	318,040	6,108	1.9%
Information Technology	411,911	297,366	383,320	28,591	6.9%
Risk Management	141,556	130,909	148,220	(6,664)	-4.7%
<b>City Clerk</b>	273,030	191,526	241,350	31,680	11.6%
<b>City Council</b>	70,438	50,846	60,520	9,918	14.1%
<b>City Manager</b>					
City Manager	405,609	348,083	415,080	(9,471)	-2.3%
Legal	328,170	253,788	314,350	13,820	4.2%
Detentions/Corrections-Contract	1,137,280	134,553	257,795	879,485	77.3%
<b>Community &amp; Economic Development</b>					
Animal Control	77,902	76,462	98,610	(20,708)	-26.6%
Code Enforcement	207,783	141,731	170,330	37,453	18.0%
Community Development	758,613	533,763	710,037	48,576	6.4%
<b>Parks &amp; Facilities</b>					
Civic Center Activities	81,540	49,364	58,830	22,710	27.9%
Facility Services	923,360	532,282	748,210	175,150	19.0%
Parks & Recreation	720,339	533,005	654,710	65,629	9.1%
<b>Finance</b>	1,171,129	933,154	1,179,540	(8,411)	-0.7%
<b>Fire &amp; Emergency Services</b>	2,195,161	2,065,678	2,484,500	(289,339)	-13.2%
<b>Municipal Court</b>	729,432	609,611	731,856	(2,424)	-0.3%
<b>Non-Departmental</b>	905,228	134,324	823,758	81,470	9.0%
<b>Police</b>	4,043,910	3,083,352	3,849,639	194,271	4.8%
<b>Public Works</b>	985,081	580,662	783,747	201,334	20.4%
<b>Total Expenditures</b>	<b>15,891,620</b>	<b>10,935,926</b>	<b>14,432,442</b>	<b>1,459,178</b>	<b>9.2%</b>

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

#### Variance Notes

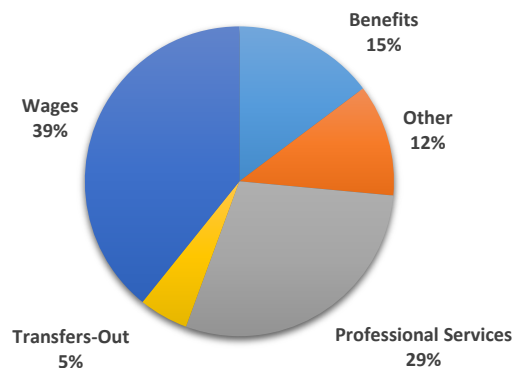
**Detention/Corrections:** Jail fees estimated to be below budget due to limited implementation of new jail contract.

**Facility Services:** Library deck repair delayed until 2024.

**Fire & Emergency Services:** Budgeted for a 33% estimated increase and final increase came in much higher.

**Public Works:** below budget due to open positions during 2023.

### 2023 Estimated General Fund Expenditures



# October 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

	2021 Actual	2022 Actual	2023 Revised Budget	2023 thru October	2023 Est Actual
<b>Beginning Fund Balance</b>	<b>4,853,628</b>	<b>4,777,608</b>	<b>5,047,716</b>	<b>5,047,716</b>	<b>5,047,716</b>
<b>Revenues</b>					
Taxes:					
Property	2,502,891	2,546,998	2,846,399	1,725,238	2,791,399
Sales & Use	3,368,713	3,436,648	3,515,360	2,980,807	3,528,500
City Utility	1,241,561	1,474,584	1,276,600	1,278,225	1,427,826
Non-City Utility	1,165,125	1,205,659	1,301,400	1,116,679	1,265,607
Business & Occupation	980,007	985,461	1,007,475	693,556	807,475
Other	56,304	60,421	48,930	50,814	72,000
Licenses & Permits	281,260	306,329	301,900	265,507	290,415
Intergovernmental Revenue	2,240,637	2,147,469	632,086	529,524	577,551
Charges for Goods/Services	2,904,696	3,060,577	3,159,306	3,023,165	3,404,640
Fines and Penalties	78,453	51,581	92,550	43,194	48,716
Miscellaneous Revenue	141,622	260,291	153,096	308,328	353,917
Transfers In	-	128	178,000	9,766	115,766
<b>Total Revenues</b>	<b>14,961,269</b>	<b>15,536,147</b>	<b>14,513,102</b>	<b>12,024,803</b>	<b>14,683,813</b>
<b>Expenditures</b>					
<b>Administrative Services</b>					
Human Resources	259,811	327,848	324,148	255,464	318,040
Information Technology	279,243	374,562	411,911	297,366	383,320
Risk Management	115,849	136,360	141,556	130,909	148,220
<b>City Clerk</b>	198,328	238,028	273,030	191,526	241,350
<b>City Council</b>	100,744	77,768	70,438	50,846	60,520
<b>City Manager</b>					
City Manager	385,264	344,279	405,609	348,083	415,080
Legal	286,726	277,979	328,170	253,788	314,350
Detentions/Corrections-Contract	314,238	339,327	1,137,280	134,553	257,795
<b>Community &amp; Economic Development</b>					
Animal Control	71,796	83,700	77,902	76,462	98,610
Code Enforcement	97,284	81,285	207,783	141,731	170,330
Community Development	450,660	563,250	758,613	533,763	710,037
<b>Parks &amp; Facilities</b>					
Civic Center Activities	50,348	51,915	81,540	49,364	58,830
Facility Services	524,991	652,720	923,360	532,282	748,210
Parks & Recreation	521,872	575,245	720,339	533,005	654,710
<b>Finance</b>	928,469	1,079,083	1,171,129	933,154	1,179,540
<b>Fire &amp; Emergency Services</b>	1,560,701	1,690,846	2,195,161	2,065,678	2,484,500
<b>Municipal Court</b>	528,267	666,977	729,432	609,611	731,856
<b>Non-Departmental</b>	4,252,020	3,220,764	905,228	134,324	823,758
<b>Police</b>	3,410,746	3,587,265	4,043,910	3,083,352	3,849,639
<b>Public Works</b>	699,932	896,836	985,081	580,662	783,747
<b>Total Expenditures</b>	<b>15,037,288</b>	<b>15,266,038</b>	<b>15,891,620</b>	<b>10,935,926</b>	<b>14,432,442</b>
Net Revenues less Expenditures	(76,020)	270,108	(1,378,518)	1,088,878	251,371
<b>Ending Fund Balance</b>	<b>4,777,608</b>	<b>5,047,716</b>	<b>3,669,198</b>	<b>6,136,594</b>	<b>5,299,087</b>
General Fund Reserves	4,777,608	5,047,716	3,669,198		5,299,087
based on same year actuals/budg	31.8%	33.1%	23.1%		36.7%



# October 2023 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

	2021 thru October	2022 thru October	2023 thru October	2023 - 2022 Variance		% of Budget
Revenues						
Taxes:						
Property	1,615,243	1,577,718	1,725,238	147,520	9.4%	60.6%
Sales & Use	2,810,030	2,823,952	2,980,807	156,855	5.6%	84.8%
City Utility	1,013,501	1,230,344	1,278,225	47,881	3.9%	100.1%
Non-City Utility	1,000,110	1,046,464	1,116,679	70,215	6.7%	85.8%
Business & Occupation	862,771	854,249	693,556	(160,694)	-18.8%	68.8%
Other	40,280	46,917	50,814	3,897	8.3%	103.9%
Licenses & Permits	257,361	279,756	265,507	(14,250)	-5.1%	87.9%
Intergovernmental Revenue	2,037,764	2,081,636	529,524	(1,552,112)	-74.6%	83.8%
Charges for Goods/Services	2,333,610	2,614,787	3,023,165	408,379	15.6%	95.7%
Fines and Penalties	64,535	44,069	43,194	(875)	-2.0%	46.7%
Miscellaneous Revenue	115,857	185,741	308,328	122,588	66.0%	201.4%
Transfers In	-	-	9,766	9,766		5.5%
Total Revenues	12,151,063	12,785,633	12,024,803	(760,830)	-6.0%	82.9%
Expenditures						
Administrative Services						
Human Resources	210,857	272,314	255,464	(16,849)	-6.2%	78.8%
Information Technology	238,862	324,694	297,366	(27,328)	-8.4%	72.2%
Risk Management	101,068	119,837	130,909	11,072	9.2%	92.5%
City Clerk	170,631	196,634	191,526	(5,107)	-2.6%	70.1%
City Council	84,568	66,876	50,846	(16,030)	-24.0%	72.2%
City Manager						
City Manager	312,158	309,295	348,083	38,789	12.5%	85.8%
Legal	204,964	221,486	253,788	32,302	14.6%	77.3%
Detentions/Corrections-Contrac	233,931	285,319	134,553	(150,765)	-52.8%	11.8%
Community & Economic Development						
Animal Control	58,352	70,342	76,462	6,121	8.7%	98.2%
Code Enforcement	70,521	47,157	141,731	94,575	200.6%	68.2%
Community Development	370,422	437,695	533,763	96,068	21.9%	70.4%
Parks & Facilities						
Civic Center Activities	42,589	41,443	49,364	7,921	19.1%	60.5%
Facility Services	426,899	511,777	532,282	20,505	4.0%	57.6%
Parks & Recreation	427,838	470,644	533,005	62,361	13.3%	74.0%
Finance	852,556	842,570	933,154	90,584	10.8%	79.7%
Fire & Emergency Services	1,303,952	1,408,543	2,065,678	657,135	46.7%	94.1%
Municipal Court	441,083	552,901	609,611	56,710	10.3%	83.6%
Non-Departmental	2,989,428	2,196,135	134,324	(2,061,812)	-93.9%	14.8%
Police	2,884,298	3,051,465	3,083,352	31,887	1.0%	76.2%
Public Works	539,687	733,947	580,662	(153,285)	-20.9%	58.9%
Total Expenditures	11,964,664	12,161,072	10,935,926	(1,225,147)	-10.1%	68.8%

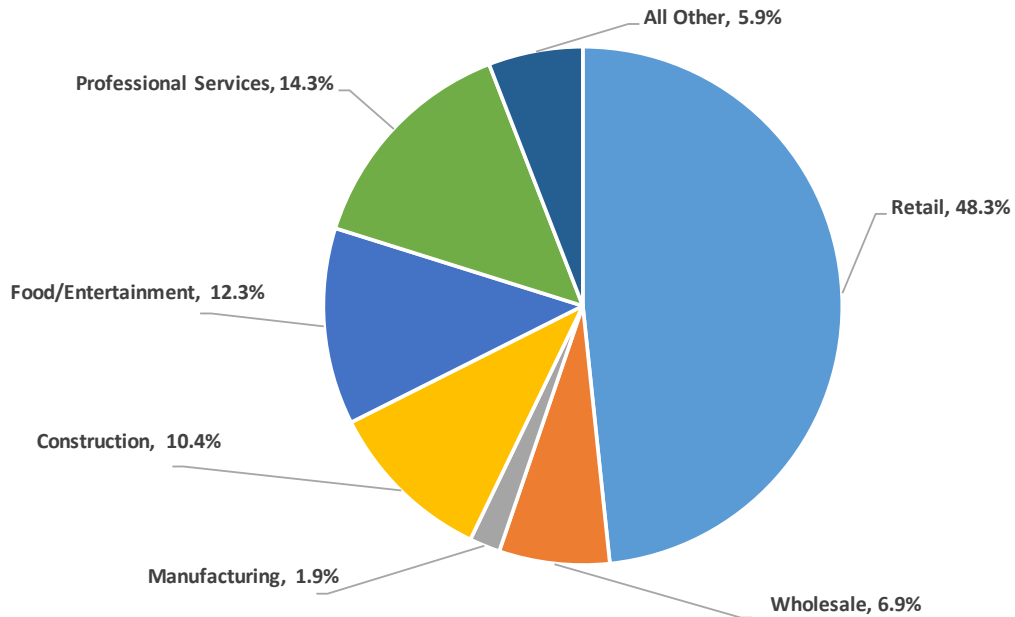
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through October which is 83.3% of the year.

# October 2023 Monthly Financial Report

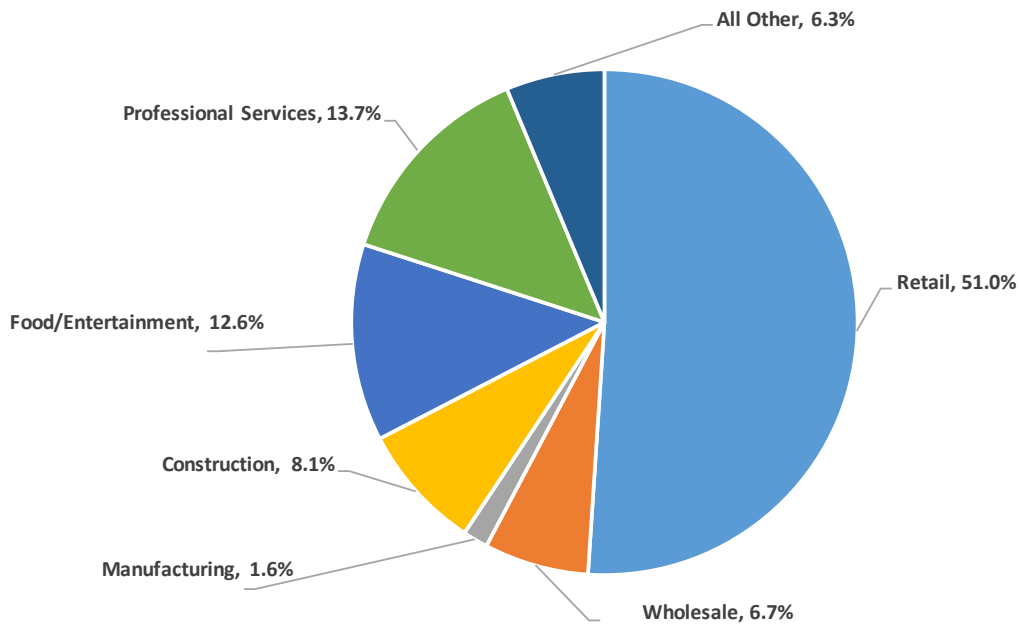
## City of Shelton, Washington

### Sales Tax Breakdown by Type

2023 thru October



October 2023



# October 2023 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

Fund	2023 Beginning Fund Balance	2023 Estimated Revenue	2023 Estimated Expenditure	2023 Estimated Fund Balance	\$ Change	% Change
<b>City-wide Fund Balances</b>						
General Fund	5,047,716	14,683,813	14,432,442	5,299,087	251,371	5.0%
Street Fund	432,336	2,061,213	1,960,485	533,065	100,729	23.3%
<b>Capital Resource Funds</b>						
Real Estate Excise Tax -1	505,896	186,500	128,574	563,822	57,926	11.5%
Real Estate Excise Tax -2	592,438	189,500	-	781,938	189,500	32.0%
Transport Benefit District	1,540,535	567,000	549,500	1,558,035	17,500	1.1%
Traffic Impact Fees	706,764	75,379	100,000	682,143	(24,621)	-3.5%
General Resources	1,222,689	337,204	934,204	625,689	(597,000)	-48.8%
Tourism Fund	91,844	63,000	70,445	84,399	(7,445)	-8.1%
Bond Fund	7,592	183,900	183,900	7,592	-	0.0%
Capital Improvement Fund	860,451	1,577,855	2,064,450	373,856	(486,595)	-56.6%
Water Fund	2,003,551	3,886,158	3,442,833	2,446,876	443,325	22.1%
Water Capital Fund	1,042,911	524,846	784,660	783,097	(259,814)	-24.9%
Sewer Fund	4,162,000	6,767,146	6,827,535	4,101,610	(60,390)	-1.5%
Sewer Capital Fund	1,317,368	431,860	1,184,531	564,697	(752,671)	-57.1%
Solid Waste Fund	955,208	2,105,628	2,783,340	277,496	(677,712)	-70.9%
Storm Drainage Fund	612,365	1,622,292	1,218,020	1,016,637	404,272	66.0%
Storm Drainage Capital Fund	185,194	80,000	119,380	145,814	(39,380)	-21.3%
Payroll Benefits Fund	196,855	98,320	76,419	218,756	21,901	11.1%
Equipment Rental Fund	564,289	672,127	987,855	248,561	(315,728)	-56.0%
Firefighters Pension Fund	426,890	22,634	64,148	385,376	(41,514)	-9.7%
Library Endowment Fund	122,928	5,900	-	128,828	5,900	4.8%
<b>City-wide Fund Totals</b>	<b>22,597,820</b>	<b>36,142,275</b>	<b>37,912,720</b>	<b>20,827,375</b>	<b>(1,770,445)</b>	<b>-7.8%</b>

### City-Wide FTE by Fund

General Fund	2023 Budget	2023 Revised	Oct 31 Vacancies
City Council	7.00	7.00	-
Municipal Court	4.50	4.50	-
City Clerk*	2.00	2.00	-
City Manager	2.00	2.00	-
Human Resources	2.85	2.85	1.85
Information Technology	1.15	1.15	0.15
Finance	9.00	7.00	-
Public Works	5.10	5.10	1.00
Police	21.00	21.00	1.00
Community Development	5.85	5.85	1.00
Parks, Rec & Facilities	9.00	8.00	2.00
<b>Total General Fund</b>	<b>69.45</b>	<b>66.45</b>	<b>7.00</b>

Other City Funds	2023 Budget	2023 Revised	Oct 31 Vacancies
Street Operating	4.65	4.65	1.00
Water Utility	8.80	8.80	1.50
Sewer Utility	11.70	11.70	0.50
Storm Drainage Utility	7.60	7.60	1.00
Equip. Maint. & Rental	1.30	1.30	-
<b>Total Other Funds</b>	<b>34.05</b>	<b>34.05</b>	<b>4.00</b>
<b>Total City</b>	<b>103.50</b>	<b>100.50</b>	<b>11.00</b>

# October 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru October	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>General Fund</b>					
Taxes	9,996,164	7,845,319	9,892,807	(103,357)	-1.0%
Licenses & Permits	301,900	265,507	290,415	(11,485)	-3.8%
Intergovernmental Revenue	632,086	529,524	577,551	(54,535)	-8.6%
Charges for Goods/Services	3,159,306	3,023,165	3,404,640	245,334	7.8%
Fines and Penalties	92,550	43,194	48,716	(43,834)	-47.4%
Miscellaneous Revenue	153,096	308,328	353,917	200,821	131.2%
Transfers In	178,000	9,766	115,766	(62,234)	-35.0%
<b>Total Revenues</b>	<b>14,513,102</b>	<b>12,024,803</b>	<b>14,683,813</b>	<b>170,711</b>	<b>1.2%</b>
Wages	5,952,128	4,605,315	5,659,934	292,194	4.9%
Benefits	2,415,223	1,771,083	2,130,890	284,333	11.8%
Professional Services	4,843,823	3,188,805	4,206,458	637,365	13.2%
Transfers-Out	872,022	56,493	745,931	126,091	14.5%
Other	1,808,424	1,314,229	1,689,229	119,195	6.6%
<b>Total Expenditures</b>	<b>15,891,620</b>	<b>10,935,926</b>	<b>14,432,442</b>	<b>1,459,178</b>	<b>9.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>(1,378,518)</b>	<b>1,088,878</b>	<b>251,371</b>	<b>1,629,889</b>	
<b>Street Fund</b>					
Taxes	675,000	606,719	710,000	35,000	5.2%
Licenses & Permits	10,000	13,710	14,000	4,000	40.0%
Intergovernmental Revenue	199,000	170,542	198,400	(600)	-0.3%
Charges for Goods/Services	56,120	53,971	63,617	7,497	13.4%
Miscellaneous Revenue	1,500	7,605	8,500	7,000	466.7%
Transfers In	1,126,696	-	1,066,696	(60,000)	-5.3%
<b>Total Revenues</b>	<b>2,068,316</b>	<b>852,546</b>	<b>2,061,213</b>	<b>(7,103)</b>	<b>-0.3%</b>
Wages	378,476	281,003	374,415	4,061	1.1%
Benefits	177,468	129,392	160,718	16,750	9.4%
Professional Services	107,440	10,413	48,490	58,950	54.9%
Transfers-Out	525,000	-	525,000	-	0.0%
Other	852,441	667,055	851,862	579	0.1%
<b>Total Expenditures</b>	<b>2,040,825</b>	<b>1,087,863</b>	<b>1,960,485</b>	<b>80,340</b>	<b>3.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>27,491</b>	<b>(235,316)</b>	<b>100,729</b>	<b>73,238</b>	
<b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b>					
Taxes	52,500	155,507	170,000	117,500	223.8%
Miscellaneous Revenue	-	15,720	16,500	16,500	
<b>Total Revenues</b>	<b>52,500</b>	<b>171,227</b>	<b>186,500</b>	<b>134,000</b>	<b>255.2%</b>
Transfers-Out	128,574	91,739	128,574	-	0.0%
<b>Total Expenditures</b>	<b>128,574</b>	<b>91,739</b>	<b>128,574</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(76,074)</b>	<b>79,488</b>	<b>57,926</b>	<b>134,000</b>	

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# October 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru October	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>					
Taxes	52,500	155,507	170,000	117,500	223.8%
Miscellaneous Revenue	-	19,841	19,500	19,500	
<b>Total Revenues</b>	<b>52,500</b>	<b>175,348</b>	<b>189,500</b>	<b>137,000</b>	<b>261.0%</b>
Transfers-Out	30,000	-	-	30,000	100.0%
<b>Total Expenditures</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>30,000</b>	<b>100.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>22,500</b>	<b>175,348</b>	<b>189,500</b>	<b>167,000</b>	

<b>Capital Resources -Transportation Benefit District (TBD)</b>					
Miscellaneous Revenue	-	41,514	42,000	42,000	
Transfers In	525,000	-	525,000	-	0.0%
<b>Total Revenues</b>	<b>525,000</b>	<b>41,514</b>	<b>567,000</b>	<b>42,000</b>	<b>8.0%</b>
Transfers-Out	779,500	180,000	549,500	230,000	29.5%
<b>Total Expenditures</b>	<b>779,500</b>	<b>180,000</b>	<b>549,500</b>	<b>230,000</b>	<b>29.5%</b>
<b>Net Revenues Less Expenditures</b>	<b>(254,500)</b>	<b>(138,486)</b>	<b>17,500</b>	<b>272,000</b>	

<b>Capital Resources - Traffic Impact Fees (TIF)</b>					
Charges for Goods/Services	80,000	53,379	53,379	(26,621)	-33.3%
Miscellaneous Revenue	-	21,494	22,000	22,000	
<b>Total Revenues</b>	<b>80,000</b>	<b>74,873</b>	<b>75,379</b>	<b>(4,621)</b>	<b>-5.8%</b>
Transfers-Out	100,000	-	100,000	-	0.0%
<b>Total Expenditures</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(20,000)</b>	<b>74,873</b>	<b>(24,621)</b>	<b>(4,621)</b>	

<b>Capital Resources - General</b>					
Intergovernmental Revenue	303,204	302,944	303,204	-	0.0%
Miscellaneous Revenue	-	33,034	34,000	34,000	
<b>Total Revenues</b>	<b>303,204</b>	<b>335,978</b>	<b>337,204</b>	<b>34,000</b>	<b>11.2%</b>
Transfers-Out	654,000	-	631,000	23,000	3.5%
Other	303,204	302,944	303,204	-	0.0%
<b>Total Expenditures</b>	<b>957,204</b>	<b>302,944</b>	<b>934,204</b>	<b>23,000</b>	<b>2.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(654,000)</b>	<b>33,034</b>	<b>(597,000)</b>	<b>57,000</b>	

<b>Tourism Fund</b>					
Taxes	48,000	52,911	60,000	12,000	25.0%
Miscellaneous Revenue	100	2,981	3,000	2,900	2900.0%
<b>Total Revenues</b>	<b>48,100</b>	<b>55,892</b>	<b>63,000</b>	<b>14,900</b>	<b>31.0%</b>
Professional Services	68,000	39,695	70,445	(2,445)	-3.6%
<b>Total Expenditures</b>	<b>68,000</b>	<b>39,695</b>	<b>70,445</b>	<b>(2,445)</b>	<b>-3.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>(19,900)</b>	<b>16,197</b>	<b>(7,445)</b>	<b>12,455</b>	

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# October 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru October	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Bond Fund</b>					
Taxes	-	-	-	-	
Transfers In	183,900	44,450	183,900	-	0.0%
<b>Total Revenues</b>	<b>183,900</b>	<b>44,450</b>	<b>183,900</b>	<b>-</b>	<b>0.0%</b>
Other	183,900	44,450	183,900	-	0.0%
<b>Total Expenditures</b>	<b>183,900</b>	<b>44,450</b>	<b>183,900</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>-</b>	

<b>Capital Improvement Fund</b>					
Intergovernmental Revenue	1,845,085	819,157	830,215	(1,014,870)	-55.0%
Charges for Goods/Services	50,000	-	18,000	(32,000)	-64.0%
Transfers In	929,500	260,119	729,640	(199,860)	-21.5%
<b>Total Revenues</b>	<b>2,824,585</b>	<b>1,079,276</b>	<b>1,577,855</b>	<b>(1,246,730)</b>	<b>-44.1%</b>
Professional Services	-	117,525	141,040	(141,040)	
Other	2,824,585	1,533,751	1,923,410	901,175	1.3%
<b>Total Expenditures</b>	<b>2,824,585</b>	<b>1,651,276</b>	<b>2,064,450</b>	<b>760,135</b>	<b>26.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(572,000)</b>	<b>(486,595)</b>	<b>(486,595)</b>	

<b>Water Fund</b>					
Charges for Goods/Services	2,916,210	2,589,364	2,979,681	63,471	2.2%
Miscellaneous Revenue	46,100	898,822	906,476	860,376	1866.3%
<b>Total Revenues</b>	<b>2,962,310</b>	<b>3,488,186</b>	<b>3,886,158</b>	<b>923,848</b>	<b>31.2%</b>
Wages	679,386	572,453	686,940	(7,554)	-1.1%
Benefits	300,270	233,953	280,740	19,530	6.5%
Professional Services	290,070	314,283	377,140	(87,070)	-30.0%
Transfers-Out	390,000	59,387	380,000	10,000	2.6%
Other	1,846,225	1,270,446	1,718,013	128,212	6.9%
<b>Total Expenditures</b>	<b>3,505,951</b>	<b>2,450,523</b>	<b>3,442,833</b>	<b>63,118</b>	<b>1.8%</b>
<b>Net Revenues Less Expenditures</b>	<b>(543,641)</b>	<b>1,037,663</b>	<b>443,325</b>	<b>986,966</b>	

#### Water Fund

Revenues: Includes sale of land.

<b>Water Capital Fund</b>					
Intergovernmental Revenue	950,000	187,335	190,459	(759,541)	-80.0%
Transfers In	390,000	59,387	334,387	(55,613)	-14.3%
<b>Total Revenues</b>	<b>1,340,000</b>	<b>246,722</b>	<b>524,846</b>	<b>(815,154)</b>	<b>-60.8%</b>
Other	1,340,000	438,492	784,660	555,340	41.4%
<b>Total Expenditures</b>	<b>1,340,000</b>	<b>438,492</b>	<b>784,660</b>	<b>555,340</b>	<b>41.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(191,770)</b>	<b>(259,814)</b>	<b>(259,814)</b>	

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# October 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru October	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Sewer Fund</b>					
Charges for Goods/Services	6,445,320	5,682,819	6,672,146	226,826	3.5%
Miscellaneous Revenue	18,000	79,703	95,000	77,000	427.8%
<b>Total Revenues</b>	<b>6,463,320</b>	<b>5,762,522</b>	<b>6,767,146</b>	<b>303,826</b>	<b>4.7%</b>
Wages	896,320	735,623	882,750	13,570	1.5%
Benefits	414,152	312,708	375,250	38,902	9.4%
Professional Services	476,760	390,783	468,940	7,820	1.6%
Transfers-Out	642,000	179,564	344,564	297,436	46.3%
Other	4,601,432	3,940,022	4,756,031	(154,599)	-3.4%
<b>Total Expenditures</b>	<b>7,030,664</b>	<b>5,558,701</b>	<b>6,827,535</b>	<b>203,129</b>	<b>2.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>(567,344)</b>	<b>203,822</b>	<b>(60,390)</b>	<b>506,954</b>	
<b>Sewer Capital Fund</b>					
Intergovernmental Revenue	400,000	70,805	87,296	(312,704)	-78.2%
Transfers In	642,000	179,564	344,564	(297,436)	-46.3%
<b>Total Revenues</b>	<b>1,042,000</b>	<b>250,369</b>	<b>431,860</b>	<b>(297,436)</b>	<b>-28.5%</b>
Other	1,042,000	973,254	1,184,531	(142,531)	-13.7%
<b>Total Expenditures</b>	<b>1,042,000</b>	<b>973,254</b>	<b>1,184,531</b>	<b>(142,531)</b>	<b>-13.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(722,885)</b>	<b>(752,671)</b>	<b>(752,671)</b>	
<b>Solid Waste Fund</b>					
Intergovernmental Revenue	1,392,918	2,090,996	2,090,996	698,078	50.1%
Miscellaneous Revenue	-	13,817	14,633	14,633	
<b>Total Revenues</b>	<b>1,392,918</b>	<b>2,104,813</b>	<b>2,105,628</b>	<b>712,710</b>	<b>51.2%</b>
Professional Services	228,185	254,025	272,000	(43,815)	-19.2%
Other	1,678,225	2,507,112	2,511,340	(833,115)	-49.6%
<b>Total Expenditures</b>	<b>1,906,410</b>	<b>2,761,136</b>	<b>2,783,340</b>	<b>(876,930)</b>	<b>-46.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(513,492)</b>	<b>(656,324)</b>	<b>(677,712)</b>	<b>(164,220)</b>	
<b>Storm Drainage Fund</b>					
Intergovernmental Revenue	25,000	47,673	47,673	22,673	90.7%
Charges for Goods/Services	1,537,340	1,337,798	1,531,745	(5,595)	-0.4%
Miscellaneous Revenue	500	39,717	42,873	42,373	8474.6%
<b>Total Revenues</b>	<b>1,562,840</b>	<b>1,425,188</b>	<b>1,622,292</b>	<b>59,452</b>	<b>3.8%</b>
Wages	556,387	296,181	393,040	163,347	29.4%
Benefits	242,846	129,710	167,500	75,346	31.0%
Professional Services	133,090	44,274	87,350	45,740	34.4%
Transfers-Out	80,000	-	-	80,000	100.0%
Other	605,668	478,482	570,130	35,538	5.9%
<b>Total Expenditures</b>	<b>1,617,991</b>	<b>948,647</b>	<b>1,218,020</b>	<b>399,971</b>	<b>24.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(55,151)</b>	<b>476,541</b>	<b>404,272</b>	<b>459,423</b>	
<b>Storm Drainage Capital Fund</b>					
Intergovernmental Revenue	-	80,000	80,000	80,000	
Transfers In	80,000	-	-	(80,000)	-100.0%
<b>Total Revenues</b>	<b>80,000</b>	<b>80,000</b>	<b>80,000</b>	<b>-</b>	<b>0.0%</b>
Other	80,000	112,818	119,380	(39,380)	-49.2%
<b>Total Expenditures</b>	<b>80,000</b>	<b>112,818</b>	<b>119,380</b>	<b>(39,380)</b>	<b>-49.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(32,818)</b>	<b>(39,380)</b>	<b>(39,380)</b>	

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# October 2023 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2023 Revised Budget	2023 thru October	2023 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Payroll Benefits Fund</b>					
Charges for Goods/Services	40,000	40,766	48,920	8,920	22.3%
Miscellaneous Revenue	350	5,152	5,610	5,260	1502.9%
Transfers In	120,000	23,663	43,790	(76,210)	-63.5%
<b>Total Revenues</b>	<b>160,350</b>	<b>69,582</b>	<b>98,320</b>	<b>(62,030)</b>	<b>-38.7%</b>
Benefits	160,350	56,292	76,419	83,931	52.3%
<b>Total Expenditures</b>	<b>160,350</b>	<b>56,292</b>	<b>76,419</b>	<b>83,931</b>	<b>52.3%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>13,290</b>	<b>21,901</b>	<b>21,901</b>	

<b>Equipment Maint &amp; Rental Fund</b>					
Charges for Goods/Services	578,000	559,259	658,057	80,057	13.9%
Miscellaneous Revenue	5,000	12,134	14,070	9,070	181.4%
<b>Total Revenues</b>	<b>583,000</b>	<b>571,393</b>	<b>672,127</b>	<b>89,127</b>	<b>15.3%</b>
Wages	107,565	88,832	107,125	440	0.4%
Benefits	51,899	42,769	51,330	569	1.1%
Professional Services	14,308	3,486	7,500	6,808	47.6%
Other	931,304	523,321	821,900	109,404	11.7%
<b>Total Expenditures</b>	<b>1,105,076</b>	<b>658,407</b>	<b>987,855</b>	<b>117,221</b>	<b>10.6%</b>
<b>Net Revenues Less Expenditures</b>	<b>(522,076)</b>	<b>(87,015)</b>	<b>(315,728)</b>	<b>206,348</b>	

<b>Firefighter's Pension Fund</b>					
Taxes	100	-	-	(100)	-100.0%
Miscellaneous Revenue	9,000	21,390	22,634	13,634	151.5%
Transfers In	50,000	-	-	(50,000)	-100.0%
<b>Total Revenues</b>	<b>59,100</b>	<b>21,390</b>	<b>22,634</b>	<b>(36,466)</b>	<b>-61.7%</b>
Benefits	80,600	55,402	64,148	16,452	20.4%
<b>Total Expenditures</b>	<b>80,600</b>	<b>55,402</b>	<b>64,148</b>	<b>16,452</b>	<b>20.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>(21,500)</b>	<b>(34,012)</b>	<b>(41,514)</b>	<b>(20,014)</b>	

#### Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2023.

<b>Library Endowment Fund</b>					
Miscellaneous Revenue	1,600	5,821	5,900	4,300	268.8%
<b>Total Revenues</b>	<b>1,600</b>	<b>5,821</b>	<b>5,900</b>	<b>4,300</b>	<b>268.8%</b>
Transfers-Out	24,000	-	-	24,000	100.0%
<b>Total Expenditures</b>	<b>24,000</b>	<b>-</b>	<b>-</b>	<b>24,000</b>	<b>100.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(22,400)</b>	<b>5,821</b>	<b>5,900</b>	<b>28,300</b>	

\*2023 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.





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

Touch Date: 11/16/2023  
Brief Date: 12/19/2023  
Action Date: 01/02/2024

Department: Parks, Recreation & Facilities  
Presented By: Jordanne Krumpols

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:

**Reappointment of Elinor Lindquist,  
Amy Cooper and Larry Harbaugh  
to Shelton Arts Commission**

☐

Ordinance

☐

Resolution

ATTACHMENTS:

**Letters of renewal**

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

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

As of December 31, 2023, the Shelton Arts Commission has three openings. Elinor Lindquist, Amy Cooper and Larry Harbaugh have submitted letters of interest for reappointment on the commission. Both Elinor and Amy have served previous full terms on the Arts Commission. Larry Harbaugh completed an unfilled term through 2023.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to forward the appointments for renewal of the Arts Commissions openings to the January 2, 2024 action agenda for further consideration."

427 South 16<sup>th</sup> St.  
Shelton, WA 98584

November 14, 2023

Jordanne Krumpols  
Parks & Recreation Supervisor  
City of Shelton  
525 West Cota St.  
Shelton, WA 98584

RE: Shelton Arts Commission  
Term Membership Renewal

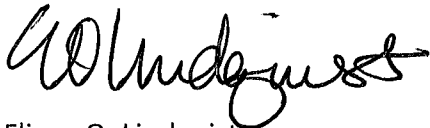
Greetings of the day, Jordanne!

It has come to my attention that my current term of membership on the 'Shelton Arts Commission' is due to expire on 12/31/23. I still continue to appreciate the mission, work and energy of the 'Shelton Arts Commission' as well as the capable leadership of the City of Shelton's 'Parks & Recreation Supervisor', Jordanne Krumpols.

I would like to have the opportunity to re-new my term of membership so that I can continue to contribute my prospective as an art historian, my experience of helping with past 'Shelton Arts Commission' projects, and also be able to continue to offer a perspective from my history of membership with the 'Shelton Arts Commission', as well as with other art groups in the Northwest.

Please take this written communication as my request to be able to continue to serve another term on the 'Shelton Arts Commission' as a resident of Mason County.

Sincerely, ,

A handwritten signature in black ink, appearing to read "Elinor O. Lindquist", with a stylized, cursive script.

Elinor O. Lindquist

## Shelton Arts Commission letter of interest

I would like to be considered for a position on the Shelton Arts Commission. Having had the opportunity to serve for the past two years has allowed me to see the impact that art has within Shelton/ Mason County and areas across western Washington. I have seen the diversity, quality and the sheer number of talented artists in our community.

I believe by allowing the community to witness the arts available in our locale, that it will prompt others to share their talents with them.

The Empty Bowls experience shows how the Shelton community has come to embrace this chance to share art with others.

Respectfully

Larry Harbaugh

[larry.harbaugh@gmail.com](mailto:larry.harbaugh@gmail.com)



December 1, 2023

RE: Art Commission Membership

Dear City Council,

I would like to renew my term with the City of Shelton Arts Commission. It has been a pleasure.

Thank you,

Amy Cooper



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 11/28/2023  
Brief Date: 12/19/2023  
Action Date: 01/02/2024

Department: **Finance**  
Presented By: **Max Franklin**

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**State and Local Cybersecurity  
Grant Program Grant Acceptance**

☐

Ordinance

☐

Resolution

☒

Motion

☒

Other

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

**-Resolution No. 1304-1123  
-Grant agreement**

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

The City of Shelton has received notice of award for a grant from the Washington Military Department and the U.S. Department of Homeland Security for fiscal years 2023 and 2024. The total amount is \$16,693 distributed upon completion of the grant objective. The grant will reimburse 90% of any expenditures accrued by the City for risk assessment services.

### ANALYSIS/OPTIONS/ALTERNATIVES:

### BUDGET/FISCAL INFORMATION:

Up to \$16,693 will be reimbursed to the City upon completion of grant objectives in 2024.

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the City Clerk's Office.

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1304-1123 on the January 2<sup>nd</sup>, 2024 Council action agenda for further consideration."

**RESOLUTION NO. 1304-1123**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON ACCEPTING A GRANT FROM THE WASHINGTON MILITARY DEPARTMENT AND THE U.S. DEPARTMENT OF HOMELAND SECURITY AND AUTHORIZING THE CITY MANAGER TO SIGN THE FUNDING AGREEMENT AND OTHER RELATED DOCUMENTS AS NEEDED**

**WHEREAS**, the City of Shelton will be contracting with Critical Insight who will provide the cybersecurity risk assessment services; and

**WHEREAS**, the Washington Military Department and the U.S. Department of Homeland Security has awarded the City of Shelton \$16,693 in grant funds to perform a cybersecurity risk assessment; and

**WHEREAS**, the Washington Military Department and the U.S. Department of Homeland Security are providing funds through the 2022 State and Local Cybersecurity Grant Program (22SLCGP) to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, that the Washington Military Department and the U.S. Department of Homeland Security grant is hereby accepted, and the City Manager is authorized to sign Grant Agreement Number E24-206, as well as any other amendments or related documents as needed.

**INTRODUCED** on the 19<sup>th</sup> day of December 2023 and **PASSED** on this 2<sup>nd</sup> day of January 2024 by the City Council of the City of Shelton.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E3)

Touch Date: 12/05/2023  
Brief Date: 12/19/2023  
Action Date: 01/02/2024

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:  
**Angleside Reservoir Capacity  
Upgrades (Design & Construction  
Management)**

#### ATTACHMENTS:

1. **Resolution No. 1306-1223**
2. **State Grant Award Letter**
3. **Exhibit A, BHC Design &  
Construction Management  
Scope & Fee Proposal**

#### Action Requested:

- ☐ Ordinance  
☒ Resolution  
☒ Motion  
☐ Other

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

The City's water system has pressure, fire flow delivery, and reservoir storage volume deficiencies within the Angleside Pressure Zone that have been observed by operations staff and documented within recent reports, including the latest version of the Water System Plan (WSP), and a preliminary design report recently prepared by BHC Consultants. These deficiencies continue to have adverse impacts on 1. the operation of this area of the City water system, 2. the City's ability to meet Washington State Department of Health (DOH) requirements for domestic supply and fire protection to our customers, and 3. the City's desire to accommodate future growth in the pressure zone through planned development.

The City's current water utility Capital improvement Program (CIP) includes near-term funding to design and construct system improvements that address the current Angleside Pressure Zone deficiencies. Funding from State grants, City rate funds, water general facility charges, and development-initiated projects, are all proposed to complete the upcoming water system improvement projects.

Due to the complexity and technical nature in correcting these deficiencies, Staff supports the scope/fee outlined herein, to ensure that corrections to these deficiencies are designed and constructed correctly to help ensure the City's ability to provide a reliable drinking water resource, fire flows that meet the International Fire Code requirements, and sufficient pressures in the higher regions of the pressure zone.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Many options to improve the water system in this area have been evaluated and the results of the analysis identify specific deficiencies within the existing water system that rectifies the system issues. The alternatives proposed by the consultant team and city staff will ensure a safe, reliable water source for the existing and future customers within the Angleside reservoir service area.

### BUDGET/FISCAL INFORMATION:

The City has been awarded a direct appropriation by the Washington State Legislature, in the amount of \$1,800,000 in support of these efforts to correct these deficiencies. It is anticipated that the entire amount outlined within the attached scope of work (\$356,076.00 estimated) will cover these costs towards design, permitting, work with the Department of Health, and support through construction on this project.

PUBLIC INFORMATION REQUIREMENTS:

All documents associated with this project are available upon request by the City's Public Works Division. In addition, plans, studies and other documents associated with this project will be housed on the City's website as resources and time allow.

STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1306-1223 onto the Council's action agenda at its January 2, 2024 meeting for additional consideration."



**RESOLUTION NO. 1306-1223**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN A WORK ORDER WITH BHC CONSULTANTS, LLC TO PROVIDE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE ANGLESIDE RESERVOIR CAPACITY UPGRADES IN ORDER TO DESIGN WATER SYSTEM IMPROVEMENTS TO HELP ALLEVIATE DEFICIENCIES**

**WHEREAS**, BHC Consultants, LLC is on the City's On-Call Qualified Pool list as a consultant with the ability to provide water system conveyance, pumping and storage analysis for the City of Shelton, as needed; and

**WHEREAS**, work order #2 was initiated by the City of Shelton's Public Works Division to provide a preliminary design report that evaluated storage, pumping, and zone reconfiguration alternatives to address current deficiencies within the Angleside Pressure Zone, as well as accommodate the pressure zone's operation into the future as growth occurs; and

**WHEREAS**, a preliminary report is pending completion and identifies improvements that are needed in order to provide additional capacity to the City's water system in this area and eliminate reservoir dead storage issues; and

**WHEREAS**, the City was recently awarded a grant (legislative appropriation) from the Washington State Department of Commerce, in the amount of \$1,800,000 to design and construct these improvements; and

**WHEREAS**, BHC Consultants, LLC has provided the City with the attached Exhibit A scope of work and estimated fee to design, project management, and construction support, in the amount not to exceed \$356,076.00.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton that the City Manager is authorized to execute a work order for the identified tasks in the attached Exhibit A, BHC Scope & Fee Proposal, and subsequent amendments, in the completion of the design and construction of the Angleside Reservoir Capacity Upgrade project.

**INTRODUCED** on the 19<sup>th</sup> day of December 2023 and **PASSED** by the City Council at its regular meeting held on this 2<sup>nd</sup> day of January 2024.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 1, 2023

Jay Harris  
City of Shelton  
525 West Cota Street  
Shelton, WA 98584

Dear Jay:

Congratulations! Governor Inslee recently signed the 2023-25 State Capital Budget, which includes an appropriation of \$1,850,000 for the Angleside Reservoir Capacity Upgrades (Shelton) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$1,800,000.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of May 16, 2023.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience. Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Cathy Brockmann, at (360) 764-0209 or [cathy.brockmann@commerce.wa.gov](mailto:cathy.brockmann@commerce.wa.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Hanson".

Tony Hanson, Deputy Assistant Director  
Local Government Division



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **City of Shelton**

#### **On-Call Qualified Pool List – Water Systems Conveyance, Pumping and Storage**

#### **Task Order No. 02A – Angleside Pressure Zone Near Term Improvements Design and Construction Support**

#### **Statement of Understanding**

The general provisions and clauses of the On-Call agreement executed February 10, 2021 between the City of Shelton (City) and BHC Consultants, LLC (BHC) shall be in full force and effect for this Task Order Assignment. This Scope of Work is a continuation of the Angleside Pressure Zone Improvements Design and Construction Support project that completed a preliminary design report defining recommended improvements to be constructed under Task Order No. 02.

**Project Title:** Angleside Pressure Zone Near Term Improvements Design and Construction Support.

**Maximum Amount Payable:** \$356,076 (see breakdown within attached Exhibit B).

**Completion Date:** May 31, 2025 (upon completion of identified near term improvements).

#### **Description of Work**

The City's water system has pressure, fire flow delivery and storage deficiencies within its Angleside Pressure Zone that have been observed by operations staff and documented within recent reports, including the latest version of the Water System Plan (WSP) and the preliminary design report recently prepared by BHC. These deficiencies continue to have adverse impacts on the operation of the system, the City's ability to meet Washington State Department of Health (DOH) requirements for domestic supply and fire protection to its customers, and the City's desire to accommodate growth through planned development.

The City's current water utility Capital improvement Program (CIP) includes near-term funding to design and construct system improvements that address these Angleside Pressure Zone deficiencies. Funding from various grants and loans, as well as development subsidies where merited, have been secured to supplement the water utility reserves to support these projects.

Under this Scope of Work (SOW), BHC will develop final design/bidding documents for the near-term improvements defined by the analysis within the preliminary design report. These improvements include the recommissioning of the Upper Angleside Booster Pump Station (BPS), the replacement of pumps at the Lower Angleside BPS, and the construction of new water main within Olympic Avenue and South 16<sup>th</sup> Street. Final design development will rely on input from City staff and available project documents, a 3D visual scan of BPS facilities performed in the field by BHC using Matterport technology, and field investigations (geotechnical, survey). Local jurisdictional approval from the City's building department, as well as regulatory approval of the complete draft project design report by DOH, is anticipated in advance of

advertising for bidding. Environmental permitting and cultural resource investigations are not anticipated, based on the project location, though the City will separately perform necessary cultural resource assessments.

Under this SOW, BHC will also provide continuing engineering support to the City during the construction phase of the project. These services will include office support for necessary contractor (and other party) communications and documentation, as well as part time field support that will be supplemental to site observations and onsite communications led by City operations/inspection staff.

## Scope of Services

### Task 1 – Project Management, Quality Assurance/Quality Control (QA/QC) - Design

Project management occurs throughout the duration of the design phase, with anticipated delivery of final bidding documents within 8 months of Notice to Proceed. Efforts include:

- Project Initiation. Project initiation, including task order execution and authorization; project setup within accounting/invoicing software and appropriate web hosted applications; internal kickoff efforts with the BHC project team to review scope, milestones, deliverables, project communications, documentation, and available information.
- Client Communications, Team Coordination, Budget Monitoring and Invoicing. Ongoing client communications, BHC team coordination/technical direction, progress and budget monitoring, and invoicing.
- QA/QC Program. Senior internal QA/QC review of the deliverables in different stages of the project in advance of delivery to the City.

### Task 2 – Project Kickoff and Design Review Workshops

Project kickoff meeting and three (3) workshops will be scheduled and conducted after Notice-to-Proceed. Each meeting and workshop will include up to three (3) representatives from BHC. Efforts include:

- Project Kickoff Meeting. In-person project kickoff meeting to introduce design team and review initial coordination items associated with the planned design improvements. Following the meeting, BHC will perform a Matterport 3D facility scan of the Upper Angleside BPS and the Lower Angleside BPS and take additional photos to support the development of design documents.
- 60% Design Review Workshop. BHC will conduct a virtual 60% design review workshop via Microsoft Teams to collect and discuss comments from the City on the 60% design submittal, review the Opinion of Probable Construction Costs (OPCC), and review the project schedule.
- 90% Design Review Workshop. BHC will conduct a virtual 90% design review workshop via Microsoft Teams to collect and discuss comments from the City on the 90% design submittal, review the OPCC, and review the project schedule in preparation for submittals to the City Building Department and DOH.

- *Final Design Workshop*. BHC will conduct a virtual 100% design review workshop via Microsoft Teams to review and incorporate comments received by the Building Department and DOH, discuss impacts to the plans, specifications, and OPCC, and establish the schedule for final bidding document production and advertisement. An itemized response to individual comments will be developed, referencing specific document sections and plans where appropriate revisions will be made. These itemizations will be included within a comment response letters that accompany the final submittal intended for Building Department and DOH approvals.
- *Other Professional Meetings*. BHC key team members will participate in additional meetings with project stakeholders as becomes necessary for the completion and full approval of the design. As necessary, documentation of key decisions will be offered via post-meeting notes. Participation will be limited to the provisional time and cost estimated within the budget and is assumed to account for one additional onsite and one remote virtual meeting, as needed.

### **Task 3 – Site Investigations/Final Design Support**

To support design completion and the preparation of bidding documents for the construction phase, several ancillary efforts will be required. Although work to be performed at the pump station locations is not anticipated to include excavations, field survey and geotechnical investigations for the watermain installation along Olympic Avenue and South 16<sup>th</sup> Street will be necessary to inform trenching, backfill and surface restoration requirements, as well as pipe placement that avoids other utility conflicts. Coordination with the City's designated system controls integrator (Parametrix) and equipment vendors will be paramount to the pump station upgrades and recommissioning, and project regulatory review and State Environmental Policy Act (SEPA) compliance is anticipated. The City will perform necessary cultural resources evaluations and obtain right-of-way construction permitting, which are excluded from this SOW. The following supplemental efforts to bid document preparation will be necessary:

- *SCADA Hardware Equipment Pre-Purchasing and Integration*. Based on the Alternatives Workshop held at City Offices during preliminary design, Parametrix has indicated that upgrade and standardization of the Upper Angleside BPS control hardware should be considered with the recommissioning of the facility, as well as the completion of supervisory control and data acquisition (SCADA) system integration programming. The City has also expressed a preference to install a permanent generator at the site. BHC will coordinate with the City and Parametrix in its evaluation and selection of recommended hardware/software equipment upgrades and programming logic, support sizing of the generator, and identifying pumping facility considerations and schedule impacts that might result from equipment lead times. Parameters for electrical equipment upgrades will be summarized within stated plan set design criteria.
- *Vendor Coordination*. BHC will coordinate with equipment vendors for the SCADA hardware, pumps, valves and instrumentation in the Upper and Lower Angleside BPS to identify necessary equipment upgrades/replacement, calibration, and adjustment that will be required to promote future pumping facility operation.
- *DOH Review*. BHC will develop and provide an itemized response log to individual DOH comments received for the 90% submittal package, indicating where changes have been incorporated to the plans and specifications with the preparation of final Issued for Bid Contract Documents.

- SEPA Checklist. BHC will prepare a SEPA checklist concurrent with the 60% design effort. The City will be the Lead Agency and will be responsible for issuing a project determination, paying permit fees, publishing public notice, holding public meetings, and responding to questions regarding the SEPA process.
- Survey. BHC will coordinate and use the subconsultant services of KPG Psomas to perform a field survey of the watermain portion of the project and develop base mapping to inform the location of pipeline installation. The topographic survey will include collecting detailed topographic and subsurface utility information that may impact design and construction. The KPG Psomas subconsultant proposal to BHC is included with this SOW as Exhibit C.
- Geotechnical Investigation. BHC will coordinate and use the subconsultant services of PanGEO, Inc. to collect site geotechnical information and soils conditions to support the design of the proposed water main improvements. Geotechnical recommendations for trenching, backfill and dewatering, as needed, will be made via an abbreviated geotechnical report in memorandum format. The PanGEO subconsultant proposal to BHC is included with this SOW as Exhibit D.

#### Task 4 – Bid Document Preparation

BHC will prepare drawings and specifications for the proposed improvements. BHC will prepare 60% and 90% submittals for review by the City, address City comments on each and DOH comments on the 90% submittal and produce a final set of documents for bidding. Bid document preparation will include the following activities, including drawings divided by distinct project categories:

- Drawing Preparation. Time budgeted for preparation of the drawings is based on using the Matterport scan, existing record drawings, and survey data to develop a complete plan set for the bidding documents.
  - Site Civil Drawings:
    - Prepare general, erosion control, demolition, and civil drawings. Time budgeted for preparation of the drawings is based on using the survey data and existing record drawings. The following is a list of anticipated drawings, which is the basis of the budget estimate (drawings in **BOLD** will be included in the 60% submittal):
1.      **G1**      **Cover Sheet and Vicinity Map**
  2.      **G2**      **Index of Drawings**
  3.      **G3**      **Legends and Designations**
  4.      **G4**      **Abbreviations**
  5.      **G5**      **Design Criteria**
  6.      **G6**      **Key Maps and Survey Control**
  7.      **EC1**      **TESC General Notes**
  8.      **EC2**      **TESC Plan 1 – Olympic Avenue**
  9.      **EC3**      **TESC Plan 2 – 16<sup>th</sup> Street**
  10.     **EC4**      **TESC Plan 3 – 16<sup>th</sup> Street**
  11.     EC5      TESC Details
  12.     **D1**      **Upper Angleside BPS Demolition Plan**
  13.     **D2**      **Upper Angleside BPS Demolition Details**
  14.     **D3**      **Lower Angleside BPS Pumping Equipment Demolition Details and Sections**
  15.     **C1**      **Sequence of Near-Term Improvements**

- 16. **C2** **Upper Angleside BPS Site Plan**
- 17. **C3** **Water Main Plan – Olympic Avenue**
- 18. **C4** **Water Main Plan – 16<sup>th</sup> Street**
- 19. **C5** **Water Main Plan – 16<sup>th</sup> Street**
- 20. C6 Standard Water Details
- 21. C7 Standard Water Details
- 22. **C8** **Connection Details**

▪ Upper Angleside BPS Building Improvement Drawings:

- The Matterport scan at the kickoff meeting and existing record drawings will be used to develop the mechanical and electrical sheets for the Upper Angleside BPS. Time budgeted for preparation of the drawings is based on marking up the Matterport scan and the existing record drawings. The following is a list of anticipated drawings, which is the basis of the budget estimate (drawings in **BOLD** will be included in the 60% submittal):

- 23. **M1** **Upper Angleside BPS Valve Vault Modifications**
- 24. **M2** **Upper Angleside BPS Equipment Details and Construction Notes**
- 25. **E1** **Electrical Symbols and Legend**
- 26. **E2** **Upper Angleside BPS Electrical Site and Building Plan**
- 27. **E3** **Upper Angleside BPS One-Line Diagram 1 of 2**
- 28. **E4** **Upper Angleside BPS One-Line Diagram 2 of 2, Load Calculations**
- 29. **E5** **Upper Angleside BPS Controls Modifications**

▪ Lower Angleside BPS Drawings:

- The Matterport scan at the kickoff meeting and existing record drawings will be used to develop the mechanical and electrical sheets for the Upper Angleside BPS. Time budgeted for preparation of the drawings is based on marking up the Matterport scan and the existing record drawings, supplemented by Computer Aided Design (CAD) based details as needed. The following is a list of anticipated drawings, which is the basis of the budget estimate (drawings in **BOLD** will be included in the 60% submittal):

- 30. **M3** **Lower Angleside BPS Pumping Equipment Details and Sections**
- 31. **E6** **Lower Angleside BPS Electrical Site and Building Plan**
- 32. **E7** **Lower Angleside BPS Temporary System Plans and Details**
- 33. **E8** **Lower Angleside BPS One-Line Diagram 1 of 2**
- 34. **E9** **Lower Angleside BPS One-Line Diagram 2 of 2, Load Calculations**
- 35. **E10** **Lower Angleside BPS Control Panel Elevation**
- 36. **E11** **Lower Angleside BPS Wiring Diagram 1 of 2**
- 37. **E12** **Lower Angleside BPS Wiring Diagram 2 of 2**
- 38. E13 Lower Angleside BPS Schedule 1 of 2
- 39. E14 Lower Angleside BPS Schedule 2 of 2
- 40. **E15** **Electrical Details**



- Prepare Bid Specifications. The 60% specifications will consist of a table of contents, construction sequence specification, drafts of major equipment specifications and control narratives in Construction Specifications Institute (CSI) format. These CSI formatted specifications (Divisions 1 – 17) will be referenced and included as Special Provisions to the Washington State Department of Transportation (WSDOT) Standard Specifications referenced in the City's standard front end (Division 0) documents. The 90% specifications will incorporate comments received on the 60% specifications, include drafts of the remaining technical specifications and edits to the City's standard front-end documents. The following is a list of anticipated specifications, which is the basis of the engineering budget estimate (specifications in **BOLD** will be included in the 60% submittal):

41.	<b>Table of Contents</b>
42.	<b>Division 0 Front End Documents</b>
43.	<b>01010 General Requirements</b>
44.	01025 Measurement and Payment
45.	01040 Construction Constraints and Sequence
46.	<b>01300 Submittals</b>
47.	<b>01400 Testing and Quality Control</b>
48.	<b>01500 Construction Facility and Temporary Controls</b>
49.	<b>01620 Protection of Materials and Equipment</b>
50.	<b>01660 Facility Startup and Testing</b>
51.	<b>01665 Facility Training</b>
52.	<b>01710 Closeout Procedures</b>
53.	<b>01730 Operation and Maintenance Data</b>
54.	02050 Demolition
55.	02110 Site Clearing
56.	02140 Dewatering
57.	<b>02150 Excavation Support Systems</b>
58.	<b>02210 Earthwork</b>
59.	<b>02222 Excavation, Backfilling, and Compacting for Utilities</b>
60.	02260 Finished Grading
61.	<b>02275 Temporary Erosion and Sedimentation Control</b>
62.	<b>02510 Asphalt Concrete Paving</b>
63.	<b>02525 Concrete Curbs and Sidewalks</b>
64.	02660 Buried Water Piping
65.	<b>02990 Landscape Restoration</b>
66.	<b>03000 Concrete General Requirements</b>
67.	<b>11010 Equipment General Provisions</b>
68.	<b>11150 Motors</b>
69.	<b>11210 Pumps, General</b>
70.	<b>11214 Horizontal End Suction Pumps</b>
71.	15010 Mechanical General Provisions
72.	<b>15060 Pipe</b>
73.	15070 Piping Appurtenances
74.	15075 Pipe Support Systems
75.	<b>15100 Valves</b>
76.	<b>15120 Valve Actuators</b>
77.	<b>16010 Electrical Work - General</b>

78.	16075	Identification for Electrical Systems
79.	<b>16080</b>	<b>Electrical Demonstration</b>
80.	<b>16081</b>	<b>Electrical Demonstration - Forms</b>
81.	16110	Raceways and Boxes for Electrical Systems
82.	16120	Conductors and Cables
83.	16140	Wiring Devices
84.	16160	Motor Starters
85.	16190	Hangers and Supports for Electrical Systems
86.	<b>16200</b>	<b>Transfer Switches</b>
87.	<b>16260</b>	<b>Variable-Frequency Motor Controllers</b>
88.	16281	Harmonic Filters
89.	16300	Surge Protective Device
90.	16415	Fuses
91.	16420	Circuit Breakers
92.	16440	Panelboards
93.	16450	Grounding and Bonding for Electrical Systems
94.	<b>16620</b>	<b>Engine Generators</b>
95.	<b>16995</b>	<b>Electrical Systems Independent Testing</b>
96.	17050	Common Requirements for Process Instrumentation
97.	<b>17090</b>	<b>Control Panels</b>
98.	17113	Magnetic Flow Meters
99.	17243	Pressure and Differential Type Level Meters
100.	<b>17500</b>	<b>Control Narratives</b>

- Opinions of Probable Construction Costs (OPCC). Prepare design milestone OPCCs based on the following American Association of Cost Engineering guidelines:
  - The 60% OPCC will reflect a Class 2 estimate (applicable for 30% to 75% design) with an expected accuracy range of -10% to +15%.
  - The 90% OPCC will reflect a Class 1 estimate (applicable for 65% to 100% design) with an expected accuracy range of -5% to +10%.
- Provide electronic PDF copies of the 60% and 90% submittal drawings and specifications to the City and DOH for review. Comments from the City and DOH on the 90% submittal will be incorporated into the final bid documents. Final drawings and specifications will be provided as electronically signed PDF files.

### Task 5 – Services During Bidding

BHC will organize and attend the pre-bid meeting, respond to bidder questions, prepare addenda, assist with evaluation of bids and advise the City on contract award. For budgetary purposes, it is assumed that up to three (3) addenda will be prepared, two (2) personnel from BHC will attend the pre-bid meeting, and the bid period will not exceed five (5) weeks. The City will be responsible for advertisement, providing documents to bidders, maintaining the plan holder list, receiving bidders' questions and distributing addenda, and evaluating bid proposals.

## Task 6 – Office Engineering Support During Construction

BHC will perform the following office-based activities from project initiation through completion of watermain installation, pump station upgrades, placement of facilities into service, completion of construction, and acceptance of the work by the City. Efforts include:

- *Project Management / Coordination*. BHC will assist the City in administering the construction contract and providing engineering and technical support regarding requested administrative, technical, and information needs over an estimated 6-month duration (including support prior to mobilization, as well as closeout activities subsequent to physical completion). Efforts may include:
  - Written and verbal communications with City's office and field representatives to support progress and execution of the work by the Contractor.
  - Coordination of office design team and subconsultants to support progress and execution of the work by the Contractor.
  - QA/QC of construction documentation, including Project Manager oversight of responses to Request for Information (RFI), submittals, interpretations, Requests for Quotation (RFQ), and other construction documentation.
  - Coordination assistance in scheduling of special inspections by a third party retained by the City.
  - Review of Contractor developed pay requests.
  - Project status reports and invoicing.
- *RFIs, Shop Drawings, and Submittals*. BHC will respond to Contractor's RFIs and will review and return shop drawings and submittals to the City and the Contractor. BHC will generate and maintain logs of RFIs and shop drawings/submittals using appropriate numbering systems, such as the Contractor's submittal number and the specification section. The logs will track the number of days taken to review or respond to each shop drawing/submittal and RFI and the action that was taken. Estimated effort to respond to RFIs is based on an assumption of 1 anticipated per erosion control, demolition, civil, and electrical plan sheet, 3 per mechanical discipline plan sheet, and 1.5 hours to respond to each.
- Estimated effort to review and return shop drawings/submittals is based on an assumption of 6 general requirement (WSDOT/Supplemental CSI Division 1) submittals/resubmittals, 20 technical (WSDOT Divisions 2 through 9 or Supplemental CSI Divisions 2 through 15) submittals/resubmittals, 10 electrical and control submittals/resubmittals (Supplemental CSI Divisions 16 and 17), and 2.5 hours to respond to each. The geotechnical report included with bidding is expected to confirm known project site conditions, so no geotechnical engineering support is expected during construction. The estimated level of effort for this subtask is summarized in the table below.

Discipline	Number of RFIs	Number of Shop Drawings/Submittals	Total Level of Effort (hours)
General	-	6	15
Erosion Control/ Civil/Demolition	16	10	49
Mechanical	9	10	39
Electrical	15	10	48

- RFQs, Interpretations and Minor Changes, and Change Orders. BHC will prepare and submit RFQs in accordance with the construction contract documents when changes to the work are being considered. BHC will prepare and issue interpretations and minor changes for items having no impact on the contract price, the contract time, the means, method, techniques, or sequence of work with respect to the Contractor's operations. When changes in the price or time for the work are agreed upon between the Contractor and the City, BHC will prepare change orders for acceptance and execution. Logs of RFQs and interpretations will be generated and maintained by BHC, including the number of days since action has been taken. Effort to issue individual RFQs, interpretations and minor changes, and to develop and facilitate execution of change orders is estimated at two (2), one (1) and six (6) hours, respectively. The estimated level of effort for this subtask, including assumed quantities for each form of construction communication, is summarized in the table below.

No. of RFQs	No. of Interpretations/ Minor Changes	No. of Change Orders Developed	Total Level of Effort (hours)
5	8	3	36

- Progress Meetings (Remote Attendance). Contract provisions typically call for weekly progress meetings to occur for the construction period leading to substantial completion. Based on the contractor's schedule and immediate activities, some of those meetings might be deferred. Based on the anticipated construction duration, it is assumed that the BHC Project Engineer will remotely attend up to 20 total progress meetings as requested by and coordinated with the City. The BHC Project Manager will remotely attend up to 8 total progress meetings, and BHC electrical discipline leads will remotely attend up to six (6) total progress meetings. An estimated one (1) hour for each remotely attended meeting is assumed, with an additional one point five (1.5) hours per meeting of Project Engineer time to develop agenda and post minutes.

## Task 7 – Field Engineering Support During Construction

- BHC's onsite participation during the project construction phase is based on the following assumptions:
- Pre-construction Conference. BHC will participate in a pre-construction conference at City Hall prior to contractor mobilization to review project scope, schedule, communication protocols and Owner expectations during construction. Contractor representatives in attendance will be encouraged to provide feedback on each, as well as discuss specific topics such as mobilization, staging and storage areas, provision of temporary utilities, and onsite safety and erosion/sedimentation control protocols. Attendees are anticipated to include City Project/Operations Representatives, BHC Project Manager, Project Engineer, Electrical Engineer, Contractor's Project Manager and Superintendent, major subcontractors, major suppliers, representatives from the City's preferred system integrator, and other parties, as appropriate. BHC will prepare an agenda and meeting minutes. A 2-hour meeting is assumed.
- Progress Meetings and Site Visits. As stated in Task 6, BHC will attend up to 20 weekly progress meetings remotely. Supplemental to this, BHC will visit the site, attend a concurrent meeting, and perform a field walk through for up to six (6) separately arranged occasions. The BHC Project Manager will attend two (2) meeting/site visits, the Project Engineer will attend six (6), and the

Electrical Engineer will attend three (3). A 6-hour duration is assumed per BHC attendee at each of these events.

- Startup and Testing. In coordination with the Contractor's schedule prior to and during placement of facilities into service, BHC will witness electrical Input and Output (I/O) testing, facility operational/confidence, program, and system validation testing, and will be a field participant during the recommissioning of the Upper Angleside BPS, which is anticipated to include iterative adjustment of pump and valve control setpoints. 20 hours each of BHC Project and Electrical Engineer field support time is estimated for these services.

## **Task 8 – Project Closeout**

BHC will perform the following tasks when the Contractor issues a notice of substantial completion to the closeout of the contract. Efforts include:

- Substantial and Physical Completion. Following the Contractor's issuing notice of substantial completion, BHC will perform the following series of activities:
  - Schedule and participate in a field walkthrough with the Contractor to review project completion status and identify any remaining items that are felt to be necessary for the declaration of substantial completion. The BHC Project and Electrical Engineer are anticipated to participate.
  - Provide written notice to the City of project completion status.
  - Develop and distribute an initial project punch list to the Contractor.
  - When notified by the Contractor, perform a field walkthrough and final inspection to confirm punch list items have been satisfactorily completed and that the facilities constructed are ready for their intended use.
  - Provide written notice to the City of the physical completion date.
- Record Drawings. Once received from the Contractor, BHC will use the official plan set redlines maintained by the Contractor through physical construction completion to prepare final project record drawings. It is assumed that two (2) hours of CAD/engineering time will be required for each of the civil, architectural, structural, mechanical and electrical discipline sheets. BHC will then produce and deliver one full size set, three (3) half-size sets, and electronic files to the City.
- Final Acceptance. Following physical completion and assistance to the City in executing final payment to the Contractor, the BHC Project Manager will provide a written recommendation of acceptance of the project work as complete. BHC will organize and provide the City with final electronic files of all construction correspondence.
- DOH Construction Completion Report. Following final completion and City acceptance of the project, the BHC Project Manager will complete a DOH Construction Completion Report using the DOH form template. The report will be submitted to the City for record keeping, should it be requested in the future by DOH representatives.

## **ASSUMPTIONS**

- Management time is based on a 17-month duration to prepare and release bidding documents for the near-term improvements and provide services during construction.

- Available information requested from the City will be provided in a timely manner and will be assumed to be current, accurate and reflective of existing system conditions.
- Cultural resources investigation and right-of-way permitting are not included.
- Survey assumes a vertical datum of NGVD 29.
- Potholing is not included.
- The City will provide necessary street use permits and traffic control to the surveyor and geotechnical engineer.
- No contact with property owners or other public outreach efforts will be performed; analysis of property acquisition will be limited to considering estimated project footprints, topographic elevations, proximity to utilities, traffic control during construction, and site constraints through documented information (such as critical areas).
- Pre-purchased and contractor procured equipment lead times will not cause significant project delays.
- Opinion of Probable Construction Costs (OPCC) will be formulated using level of accuracy and contingency guidelines recommended by the Association for the Advancement of Cost Engineering (AACE) for the project.
- Regulatory approval will be received after addressing a single round of DOH comments.
- Appropriate City staff will be available to attend workshops, provide follow-up information and response, and participate in alternatives decision making.
- The in-person and virtual meetings will be held at City offices or via Microsoft Teams videoconferencing and will be attended by BHC's project team members as outlined within this SOW.

## **Schedule**

BHC will undertake to complete the SOW based on the milestones listed below, assuming notice to proceed is provided by January 1, 2024:

- Kick off meeting in January 2024.
- Submittal of the 60% design package (drawings, specifications, OPCC, and project schedule) in April 2024.
- Submittal of the 90% design package (drawings, specifications, OPCC, and project schedule) in June 2024.
- Submittal of the final bid documents (stamped and signed drawings and specifications) in August 2024.
- Bidding and award of the construction contract will occur between September and November 2024.
- Construction will take place from December 2024 to May 2025.

## **Deliverables**

- Agenda and meeting minutes for the final design kickoff meeting.

- 60% Drawings, Specifications, and OPCC:
  - Drawings and OPCC will be submitted in PDF format.
  - Specifications will be submitted in PDF and Microsoft Word format.
- Agenda and meeting minutes for the 60% Design Review Workshop.
- 90% Drawings, Specifications, and OPCC:
  - Drawings and OPCC will be submitted in PDF format.
  - Specifications will be submitted in PDF and Microsoft Word format.
- Agenda and meeting minutes for the 90% Design Review Workshop.
- Issued For Bid Drawings, Specifications, and OPCC:
  - Drawings and OPCC will be submitted in PDF format.
  - Specifications will be submitted in PDF and Microsoft Word format.
- Agenda and meeting minutes for the Pre-construction Conference.
- Construction Record Drawings:
  - Construction record drawings will be submitted in one (1) full size set, three (3) half size set, and PDF format.
- DOH Construction Completion Report in PDF format.
- Recommendation of Project Acceptance in PDF Format.
- Electronic files of construction correspondence.
- Monthly invoicing.

Authorization Date: \_\_\_\_\_

BHC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT B**

### **Project Budget**



<div>EXHIBIT A</div> <div>BUDGET SPREADSHEET</div> <div>City of Shelton On-Call Qualified Pool List – Water Systems Conveyance, Pumping and Storage</div> <div>Task Order No. 2A – Angleside Pressure Zone Near Term Improvements Design and Construction Support</div>																		
Task No.	Task Description	QA/QC <i>Ochiltree</i>	PM <i>Kelsey</i>	Structural <i>Dahl</i>	Electrical <i>Palmatier</i>	Sr Modeler <i>Harms</i>	Project Eng. <i>Hale</i>	Staff Eng. <i>Garcia/Thim</i>	CAD Mgr. <i>Simon/Osloe</i>	CAD Drafter <i>Castillo</i>	GIS/CAD <i>Tolentino/ Knight</i>	Proj Admin <i>Coughlin</i>	Clerical <i>McElwain</i>	BHC Total Labor		Subconsultant Fees	Direct Expenses and 10% Sub Markup	TOTAL COST
		Hourly Billing Rate:	\$270	\$255	\$255	\$245	\$240	\$170	\$150	\$180	\$145	\$140	\$135	\$130	Hours	Cost		
1	PROJECT MANAGEMENT, QA/QC																	
	Project Initiation		4										2	3	9	\$1,680		\$1,680
	Client Communications, Team Coordination, Budget Monitoring and Invoicing		48				4	4					10		66	\$14,870	\$100	\$14,970
	Quality Assurance/Quality Control Program	12	4												16	\$4,260		\$4,260
TASK SUBTOTAL, HOURS		12	56	0	0	0	4	4	0	0	0	12	3	91				
TASK SUBTOTAL, LABOR COST		\$3,240	\$14,280	\$0	\$0	\$0	\$680	\$600	\$0	\$0	\$0	\$1,620	\$390		\$20,810	\$0	\$100	\$20,910
2	PROJECT KICKOFF, WORK SHOPS, AND FINALIZATION OF DESIGN CRITERIA														0	\$0		
	Project Kickoff Meeting		8				8	8							24	\$4,600	\$150	\$4,750
	60% Design Review Workshop		2					4							6	\$1,110		\$1,110
	90% Design Review Workshop		2				4								6	\$1,190		\$1,190
	Final Design Workshop		1				1	2							4	\$725		\$725
	Other Professional Meetings		2		2			2							6	\$1,300		\$1,300
TASK SUBTOTAL, HOURS		0	15	0	2	0	13	16	0	0	0	0	0	46				
TASK SUBTOTAL, LABOR COST		\$0	\$3,825	\$0	\$490	\$0	\$2,210	\$2,400	\$0	\$0	\$0	\$0	\$0		\$8,925	\$0	\$150	\$9,075
3	PROJECT APPLICATIONS, APPROVALS, VENDOR COORDINATION, AND PERMITTING SUPPORT																	
	SCADA Hardware Standardization and Equipment Pre-Purchasing		4		20			6	1	2			2	35	\$7,550			\$7,550
	Vendor Coordination				2			4						6	\$1,090			\$1,090
	DOH Review		4		2		2	8	1	4				21	\$3,810			\$3,810
	SEPA Checklist		1				2	12		2			1	18	\$2,815			\$2,815
	Survey		1					4						5	\$855	\$12,745	\$1,275	\$14,875
	Geotech		1					4						5	\$855	\$7,924	\$792	\$9,571
TASK SUBTOTAL, HOURS		0	11	0	24	0	4	38	2	8	0	0	3	90				
TASK SUBTOTAL, LABOR COST		\$0	\$2,805	\$0	\$5,880	\$0	\$680	\$5,700	\$360	\$1,160	\$0	\$0	\$390		\$16,975	\$20,669	\$2,067	\$39,711
4	BID DOCUMENT PREPARATION																	
	60% Drawings	0	13	0	48	0	33	181	21	209	0	0	0	505	\$81,920			\$81,920
	60% Specifications	0	15	2	15	0	8	40	0	0	0	0	29	109	\$19,140			\$19,140
	90% Drawings	0	3	0	16	0	10	55	7	68	0	0	0	159	\$25,755			\$25,755
	90% Specifications	0	12	1	13	0	4	29	0	0	0	0	6	65	\$12,310			\$12,310
	Final Drawings	0	2	0	9	0	6	31	4	37	0	0	0	89	\$14,470			\$14,470
	Final Specifications	0	5	1	6	0	2	13	0	0	0	0	4	31	\$5,810			\$5,810
	Opinions of Probable Construction Costs	0	4	0	6	0	8	24	0	0	0	0	0	42	\$7,450			\$7,450
TASK SUBTOTAL, HOURS		0	54	4	113	0	71	373	32	314	0	0	39	1,000				
TASK SUBTOTAL, LABOR COST		\$0	\$13,770	\$1,020	\$27,685	\$0	\$12,070	\$55,950	\$5,760	\$45,530	\$0	\$0	\$5,070		\$166,855	\$0	\$0	\$166,855
5	SERVICES DURING BIDDING																	
	Pre-bid Meeting		10					12						22	\$4,350			\$4,350
	Bidder Questions and Addenda		10		6		2	16					4	38	\$7,280			\$7,280
	Assistance with Bid Evaluation		4					6					1	11	\$2,050			\$2,050
TASK SUBTOTAL, HOURS		0	24	0	6	0	2	34	0	0	0	0	5	71				
TASK SUBTOTAL, LABOR COST		\$0	\$6,120	\$0	\$1,470	\$0	\$340	\$5,100	\$0	\$0	\$0	\$0	\$650		\$13,680	\$0	\$0	\$13,680
6	OFFICE ENGINEERING SUPPORT DURING CONSTRUCTION																	
	Project Management / Coordination		36				10					6		52	\$11,690		\$100	\$11,790
	RFIs, Shop Drawings, and Submittals				48		38	65						151	\$27,970			\$27,970
	RFQs, Interpretations and Minor Changes, and Change Orders		10		6		14	6						36	\$7,300			\$7,300
	Progress Meetings (Remote Attendance)		8		6		20	30						64	\$11,410			\$11,410
TASK SUBTOTAL, HOURS		0	54	0	60	0	82	101	0	0	0	6	0	303				
TASK SUBTOTAL, LABOR COST		\$0	\$13,770	\$0	\$14,700	\$0	\$13,940	\$15,150	\$0	\$0	\$0	\$810	\$0		\$58,370	\$0	\$100	\$58,470
7	FIELD ENGINEERING SUPPORT DURING CONSTRUCTION																	
	Pre-construction Conference		4		4		6							14	\$2,935		\$150	\$3,085
	Progress Meetings and Site Visits		12		18		36							66	\$13,590		\$900	\$14,490
	Startup and Testing				20		20							40	\$8,300		\$450	\$8,750
TASK SUBTOTAL, HOURS		0	16	0	42	0	62	0	0	0	0	0	0	120				
TASK SUBTOTAL, LABOR COST		\$0	\$4,080	\$0	\$10,290	\$0	\$10,455	\$0	\$0	\$0	\$0	\$0	\$0		\$24,825	\$0	\$1,500	\$26,325
8	PROJECT CLOSEOUT																	
	Substantial and Physical Completion		4		8		20						2	34	\$6,640			\$6,640
	Record Drawings		2				12	20	4	36				74	\$11,490		\$1,000	\$12,490
	Final Acceptance		4				2						2	8	\$1,620			\$1,620
	DOH Construction Completion Report							2						2	\$300			\$300
TASK SUBTOTAL, HOURS		0	10	0	8	0	34	22	4	36	0	0	4	118				
TASK SUBTOTAL, LABOR COST		\$0	\$2,550	\$0	\$1,960	\$0	\$5,780	\$3,300	\$720	\$5,220	\$0	\$0	\$520		\$20,050	\$0	\$1,000	\$21,050
TOTAL DIRECT LABOR AND OVERALL COST		12	240	4	255	0	272	588	38	358	0	18	54	1,839	\$330,490	\$20,669	\$4,917	\$356,076

## **EXHIBIT C**

### **KPG Psomas Scope of Work and Fee Estimate**

## Exhibit A1

### **KPG Psomas Survey Scope of Work**

#### **City of Shelton Angleside Pressure Zone Improvements Design**

##### Project Limits

Project limits are as shown in Exhibit B

##### Task 1 Survey Control

Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/2011 and NAVD88 for horizontal and vertical respectively.

##### Task 2 Survey Mapping

Field Survey. Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6" DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing storm drain and sanitary sewer structures, indicating rim and pipe invert elevations. Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task.

##### Task 3 Underground Utility Locate

An underground conductible utility locate to be performed by a private utility locating firm. KPG Psomas will survey the location of the locate paint marks. While every reasonable effort will be made by KPG Psomas to depict the location of underground utilities based on utility locates, KPG Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.

##### Task 4 Base Map Preparation

Prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project to KPG Psomas cad standards as well as BHC mapping requirements. The base map will include information collected in Tasks 2 and 3 above. One-foot contours will be generated from the DTM.

##### Task 5 ROW and Property Lines

Road rights of way within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc.) and found survey monuments. Parcel lines will be determined from GIS information. Right-of-way and parcel information will be added to the base map. Adjacent owners' names and assessor's parcel numbers will be added to the base map.

##### Deliverables

- AutoCAD Civil3D base map drawing file in version 2022

EXHIBIT A2

Project: BHC Consultants  
City of Shelton Angleside Pressure Zone Improvements Design  
Survey and Base Mapping

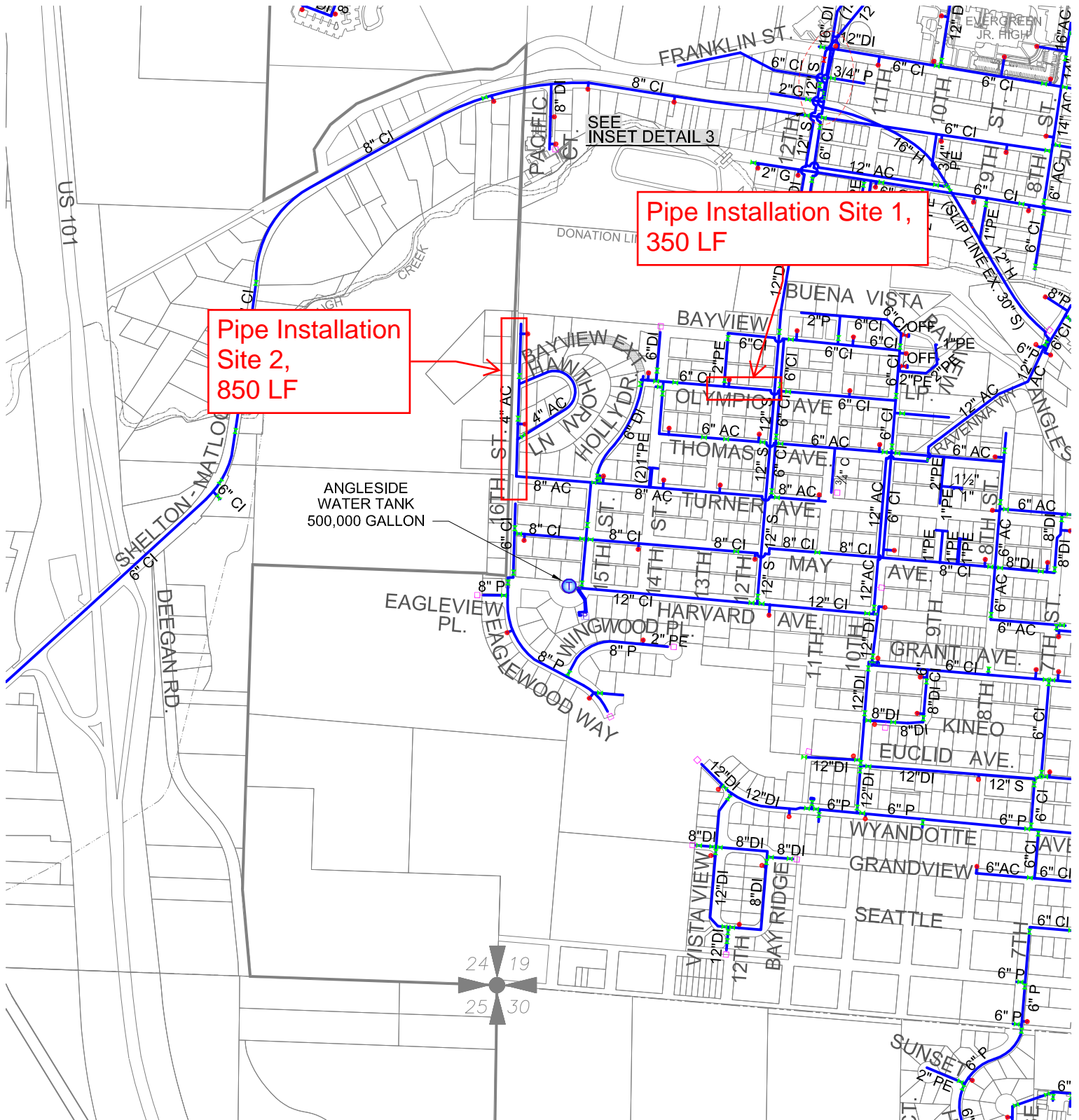


November 2023

Description	Labor Hour Estimate				Total Fee
	Senior PM Survey	Project Surveyor	Surveyor III	Survey Crew II	Fee
	\$ 251.00	\$ 164.00	\$ 137.00	\$ 260.00	
1 Survey Control			4	4	\$ 1,588.00
2 Topographic Mapping	1			17	\$ 4,671.00
3 Survey utility paint marks				3	\$ 780.00
4 Base Map Preparation	1		16		\$ 2,443.00
5 Right of Way Determination	1	8			\$ 1,563.00
Expenses (utility locates)					\$ 1,700.00
<b>Task Total</b>	<b>3</b>	<b>8</b>	<b>20</b>	<b>24</b>	<b>\$ 12,745.00</b>

## Exhibit B

### Vicinity Map and Project Limits



## **EXHIBIT D**

### **PanGEO Proposal and Cost Estimate**

November 7, 2023  
File No. P-8999

Mr. Christopher W. Kelsey, PE, PMP  
**BHC Consultants**  
950 Pacific Avenue Suite 905  
Tacoma, Washington 98402

Subject: Proposal for Geotechnical Engineering Services  
City of Shelton Angleside Pressure Zone Improvements

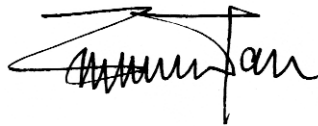
Dear Chris,

Attached please find our proposal to provide geotechnical engineering support for the proposed Angleside Pressure Zone Improvements in Shelton, Washington. Specifically, the objective of the proposed geotechnical evaluation is to provide recommendations for trenching and backfill for about 1,200 lineal feet of watermain, and possibly restoration of the existing pavements. The proposed watermain will be located at: (1) 850 lineal feet along 16<sup>th</sup> Street, north of approximately its intersection with Turner Avenue; and (2) 350 lineal feet along Olympic Avenue, between 12<sup>th</sup> and 13<sup>th</sup> Street. Both alignments consist of paved roadways in residential areas. We assume the pipe invert generally no deeper than about 4 to 5 feet.

Our proposed scope of work and fee are summarized in Exhibits I and II, respectively. We estimate that a budget of \$7,924 will be needed to complete the proposed geotechnical study. We will not exceed this amount without your prior authorization.

Please call should you have any questions regarding this proposal.

Sincerely,



Siew L. Tan, P.E.  
Principal Geotechnical Engineer

Enclosures: Exhibit I: Scope of Work; Exhibit II: Cost Estimate

## EXHIBIT I - SCOPE OF WORK

1. **Site Reconnaissance** – Conduct a site reconnaissance to observe site conditions that may impact the design and construction of the project.
2. **Subsurface Explorations** – Drill a total of three test borings: Two along the 16th Street alignment, and one along the Olympic Avenue alignment. The test borings will be drilled to 5 feet deep. Standard Penetration Tests will be performed in the test borings at ground surface, 2½ feet and 5 feet below ground surface.

Prior to drilling, we will mark the test boring location on the ground for utility locates. After completion of the test borings, we will backfill the borings the same day. Where borings will be drilled through the existing pavement, the asphalt will be patched with cold patch.

In addition to the test borings, we will also hand excavate small areas adjacent to the existing pavement to determine existing pavement thickness to provide a basis for pavement restoration.

**Assumption:** Due to the lack of significant traffic, we assume the traffic control will be limited to traffic cones. We also assume that street use permits, if needed, will be provided at no cost to PanGEO.

3. **Laboratory Tests** – Perform geotechnical laboratory tests on soil samples collected from the test borings. At this time, we envisage the tests will include natural moisture contents and grain size distribution;
4. **Report** – Prepare a geotechnical report summarizing the results of our study and recommendations. In general, our report will include:
  - *Site Plan* - A site plan indicating the approximate test boring locations;
  - *Site Descriptions* - Description of surface and subsurface conditions (soil and groundwater) at the site, including summary test boring logs;
  - *Temporary Excavation* – Recommendations for maximum temporary excavation slopes and, if needed, recommendations for excavation support;



- *Trench Backfill* – Recommendations for trench backfill and compaction, including the suitability of the on-site soils as trench backfill;
- *Groundwater Control* – If needed, provide recommendations for control of groundwater during construction; and
- *Additional Recommendations* – Based on the results of our explorations, other additional recommendations may be provided.

5. **Post Report Consultation** – Provide post-report consultation on an as-needed basis.

## EXHIBIT II - COST ESTIMATE

<b>ESTIMATED LABOR:</b>								
WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATE						TOTAL	TOTAL
	P Grant	S. Tan	Engineer	Geologist	Staff Engr	Admin.	HOURS	AMOUNT
Site Reconnaissance					5		5	\$675
Observe Test Borings					9		9	\$1,215
Report		2			12		14	\$2,070
Post Report Consultation		2					2	\$450
<b>TOTAL LABOR:</b>	0	4	0	0	26	0	30	<b>\$4,410</b>
<b>LABORATORY TEST SUMMARY:</b>								
Test	Est. No. Tests	Unit Cost	Total Cost	<b>ESTIMATED DIRECT EXPENSES:</b>				
Moisture Content	3	\$25	\$75	Mileage @ \$0.65/mi.				\$260
Grain Size Analysis	3	\$95	\$285	Ferry				\$0
Modified Proctor	0	\$350	\$0	Field Supplies				\$25
Compressive Strength	0	\$350	\$0	<b>TOTAL DIRECT EXPENSES:</b>				<b>\$285</b>
<b>LABORATORY TOTAL:</b>				<b>Subcontractor Drilling</b>				
			\$360	Mob/Demob				\$900
				Drilling - one day				\$1,600
				Remove Soil Cuttings				\$0
				Private Utility Locates				\$0
				DOE Start Cards				\$75
				<b>TOTAL:</b>				<b>\$2,575</b>
				<b>PROJECT TOTALS AND SUMMARY:</b>				
				Total Labor Cost				\$4,410
				Laboratory Testing +10%				\$396
				Drilling + 10%				\$2,833
				Direct Expenses				\$285
				<b>TOTAL:</b>				<b>\$7,924</b>

DRAWING LIST LABOR ESTIMATES (IN HOURS)

= photo/as built redline based drawing

				QA/QC	PM	Structural	Electrical	Sr Modeler	Project Eng.	Staff Eng.	CAD Mgr.	CAD Drafter	GIS/CAD	Proj Admin	Clerical/WP	
				Dorn	Kelsey	Dahl	Palmatier	Harms	Hale	Garcia/Thim Munkhtur	Simon/Osloe	Castillo	Tolentino/ Knight	Coughlin	McElwain	
Sheet No.	Category	Dwg. No.	Drawing Title													
1	Site Civil	G1	Cover Sheet and Vicinity Map								2	0.4	4			
2	Site Civil	G2	Index of Drawings								3	0.6	6			
3	Site Civil	G3	Legends and Designations								2	0.2	2			
4	Site Civil	G4	Abbreviations								2	0.2	2			
5	Site Civil	G5	Design Criteria		2				2	8	1	10				
6	Site Civil	G6	Key Maps and Survey Control		1				6	4	0.8	8				
7	Site Civil	EC1	TESC General Notes						1	6	0.6	6				
8	Site Civil	EC2	TESC Plan 1 – Olympic Avenue						1	6	0.8	8				
9	Site Civil	EC3	TESC Plan 2 – 16 <sup>th</sup> Street						1	6	0.8	8				
10	Site Civil	EC4	TESC Plan 3 – 16 <sup>th</sup> Street						1	6	0.8	8				
11	Site Civil	EC5	TESC Details						2	4	0.6	6				
12	Site Civil	D1	Upper Angleside BPS Demolition Plan		1				2	8	0.8	8				
13	Site Civil	D2	Upper Angleside BPS Demolition Details		1				4	12	1	10				
14	Site Civil	D3	Lower Angleside BPS Pumping Equipment Demolition Details and Sections		1				4	16	1.2	12				
15	Site Civil	C1	Sequence of Near Term Improvements/ Staging Areas		2				2	10	0.8	8				
16	Site Civil	C2	Upper Angleside BPS Site Plan		1				1	8	0.8	8				
17	Site Civil	C3	Water Main Plan – Olympic Avenue		1				2	12	1	10				
18	Site Civil	C4	Water Main Plan – 16 <sup>th</sup> Street		1				2	12	1	10				
19	Site Civil	C5	Water Main Plan – 16 <sup>th</sup> Street		1				2	12	1	10				
20	Site Civil	C6	Standard Water Details						1	4	0.6	6				
21	Site Civil	C7	Standard Water Details						1	4	0.6	6				
22	Site Civil	C8	Connection Details						2	6	0.8	8				
23	Upper Angleside BPS Drawings	M1	Upper Angleside BPS Valve Vault Modifications		2				2	10	0.6	6				
24	Upper Angleside BPS Drawings	M2	Upper Angleside BPS Mechanical Details and Construction Notes		2				6	6	1.2	12				
25	Upper Angleside BPS Drawings	E1	Electrical Symbols and Legend				2				0.2	2				
26	Upper Angleside BPS Drawings	E2	Upper Angleside BPS Electrical Site and Building Plan				4			2	0.6	6				
27	Upper Angleside BPS Drawings	E3	Upper Angleside BPS One-Line Diagram 1 of 2				6			6	0.8	8				
28	Upper Angleside BPS Drawings	E4	Upper Angleside BPS One-Line Diagram 2 of 2, Load Calculations				6			6	0.8	8				
29	Upper Angleside BPS Drawings	E5	Upper Angleside BPS Controls Modifications				8			4	1.2	12				
30	Lower Angleside BPS Drawings	M3	Lower Angleside BPS Pump Mechanical Details		1				2	12	1	10			46	
31	Lower Angleside BPS Drawings	E6	Lower Angleside BPS Electrical Site and Building Plan				4			6	1	10				
32	Lower Angleside BPS Drawings	E7	Lower Angleside BPS Temporary System Plans and Details				6			8	1	10				
33	Lower Angleside BPS Drawings	E8	Lower Angleside BPS One-Line Diagram 1 of 2				6			6	0.8	8				
34	Lower Angleside BPS Drawings	E9	Lower Angleside BPS One-Line Diagram 2 of 2, Load Calculations				6			6	0.8	8				
35	Lower Angleside BPS Drawings	E10	Lower Angleside BPS Control Panel Elevation				4			8	0.8	8				
36	Lower Angleside BPS Drawings	E11	Lower Angleside BPS Wiring Diagram 1 of 2				4			8	0.8	8				
37	Lower Angleside BPS Drawings	E12	Lower Angleside BPS Wiring Diagram 2 of 2				4			8	0.8	8				
38	Lower Angleside BPS Drawings	E13	Lower Angleside BPS Schedule 1 of 2				4			6	0.8	8				
39	Lower Angleside BPS Drawings	E14	Lower Angleside BPS Schedule 2 of 2				4			6	0.8	8				
40	Lower Angleside BPS Drawings	E15	Electrical Details				4			4	0.8	8				
TOTAL =				0	17	0	72	0	47	265	31	312	0	0	0	744
TOTAL (60% BOLD)				0	17	0	64	0	43	241	27.8	278	0	0	0	
TOTAL 90% AND BEYOND				0	0	0	8	0	4	24	3.4	34	0	0	0	
60% Submittal =				0	13	0	48	0	33	181	21	209	0	0	0	75% of total 60%
90% Submittal =				0	3	0	16	0	10	55	7	68	0	0	0	15% of total 60% + 75% of remaining specs
Final Submittal =				0	2	0	9	0	6	31	4	37	0	0	0	10% of total 60% + 25% of remaining specs

SPEC LIST LABOR ESTIMATES (IN HOURS)

Division	Spec No.	Drawing Title	QA/QC <i>Dorn</i>	PM <i>Kelsey</i>	Structural <i>Dahl</i>	Electrical <i>Palmatier</i>	Sr Modeler <i>Harms</i>	Project Eng. <i>Hale</i>	Staff Eng. <i>Garcia/Thim Munkhtur</i>	CAD Mgr. <i>Simon/Osloe</i>	CAD Drafter <i>Castillo</i>	GIS/CAD <i>Tolentino/ Knight</i>	Proj Admin <i>Coughlin</i>	Clerical/WP <i>McElwain</i>	
1	Division 0	Front End Documents		8	0	0		0	0					4	
2	01010	General Requirements		1	0	0		0	2					0.5	
3	01025	Measurement and Payment		6	0	1		1	1					0.5	
4	01040	Construction Constraints and Sequence		2	0	1		0	4					0.5	
5	01300	Submittals		0	0	0		0	1					0.5	
6	01320	Project Scheduling		0	0	0		0	1					0.5	
7	01400	Testing and Quality Control		0	0	0		0	1					0.5	
8	01500	Construction Facility and Temporary Controls		1	0	0		0	1					0.5	
9	01620	Protection of Materials and Equipment		0	0	0		0	1					0.5	
10	01660	Facility Startup and Testing		2	0	0		0	2					0.5	
11	01665	Facility Training		1	0	0		0	1					0.5	
12	01710	Closeout Procedures		1	0	0		0	1					0.5	
13	01730	Operation and Maintenance Data		0	0	0		0	1					0.5	
14	02050	Demolition		1	0	1		0	4					0.5	
15	02110	Site Clearing		0	0	0		0	2					0.5	
16	02140	Dewatering		1	0	0		0	1					0.5	
17	02150	Excavation Support Systems		0	0	0		0	1					0.5	
18	02210	Earthwork		0	0	0		1	1					0.5	
19	02222	Excavation, Backfilling, and Compacting for Utilities		1	0	0		0	2					0.5	
20	02260	Finished Grading		1	0	0		1	0					0.5	
21	02275	Temporary Erosion and Sedimentation Control		0	0	0		0	2					0.5	
22	02510	Asphalt Concrete Paving		0	0	0		1	0					0.5	
23	02525	Concrete Curbs and Sidewalks		0	0	0		1	0					0.5	
24	02660	Buried Water Piping		0	0	0		1	0					0.5	
25	02990	Landscape Restoration		0	0	0		0	2					0.5	
26	03000	Concrete General Requirements		0	1	0		0	0					0.5	
27	03050	Controlled Density Fill (CDF)		0	1	0		0	0					0.5	
28	11010	Equipment General Provisions		0	0	0		0	1					0.5	
29	11050	Motors		0	0	1		0	0					0.5	
30	15010	Mechanical General Provisions		1	0	0		0	2					0.5	
31	15060	Pipe		1	0	0		2	6					2	
32	15070	Piping Appurtenances		0	0	0		0	2					0.5	
33	15075	Pipe Support Systems		0	0	0		0	1					0.5	
34	15100	Valves		0	0	0		2	6					0.5	
35	15120	Valve Actuators		0	0	1		1	1					0.5	
36	16010	Electrical Work - General		0	0	1		0	0					0.5	
37	16075	Identification for Electrical Systems		0	0	1		0	0					0.5	
38	16080	Electrical Demonstration		1	0	1		0	0					0.5	
39	16081	Electrical Demonstration - Forms		0	0	1		0	0					0.5	
40	16110	Raceways and Boxes for Electrical Systems		0	0	0		0	1					0.5	
41	16120	Conductors and Cables		0	0	0		0	1					0.5	
42	16140	Wiring Devices		0	0	1		0	1					0.5	
43	16160	Motor Starters		0	0	1		0	1					0.5	
44	16190	Hangers and Supports for Electrical Systems		0	0	0		0	1					0.5	
45	16200	Transfer Switches		0	0	0		0	1					0.5	
46	16260	Variable-Frequency Motor Controllers		0	0	0		0	1					0.5	
47	16281	Harmonic Filters		0	0	1		0	1					0.5	
48	16300	Surge Protective Device		0	0	1		0	1					0.5	
49	16415	Fuses		0	0	0		0	1					0.5	
50	16420	Circuit Breakers		0	0	0		0	1					0.5	
51	16440	Panelboards		0	0	0		0	1					0.5	
52	16450	Grounding and Bonding for Electrical Systems		0	0	0		0	1					0.5	
53	16620	Engine Generators		0	0	4		0	4					0.5	
54	16995	Electrical Systems Independent Testing		0	0	1		0	0					0.5	
55	17050	Common Requirements for Process Instrumentation		0	0	1		0	0					0.5	
56	17090	Control Panels		0	0	1		0	1					0.5	
57	17113	Magnetic Flow Meters		0	0	2		0	0					0.5	
58	17243	Pressure and Differential Type Level Meters		0	0	2		0	0					0.5	
59	17500	Control Narratives		2	0	8		2	12					4	
TOTAL =			0	31	2	32	0	13	81	0	0	0	0	38	197
TOTAL 60% (BOLD)			0	19	2	19	0	10	53	0	0	0	0	38	0
TOTAL 90% AND BEYOND			0	12	0	13	0	3	28	0	0	0	0	0	197
60% Submittal =			0	15	2	15	0	8	40	0	0	0	0	29 75% of total 60%	
90% Submittal =			0	12	1	13	0	4	29	0	0	0	0	6 15% of total 60% + 75% of remaining specs	
Final Submittal =			0	5	1	6	0	2	13	0	0	0	0	4 10% of total 60% + 25% of remaining specs	



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

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 15<sup>th</sup>, 2022 and amended the budget through Ordinance 2002-0423 on June 6<sup>th</sup>, 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 to adopt Ordinance No. 2015-1023 as presented".*

**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.

<b>Fund</b>	<b>2023 Amended Budget 6/2023</b>	<b>2023 Adjustment</b>	<b>2023 Revised Budget</b>
General Fund	\$ 15,891,620	\$ 52,088	\$ 15,943,708
Street Fund	2,040,825		2,040,825
<b>Capital Resource Funds</b>			
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
<b>Total Expenditures</b>	<b>\$ 40,897,250</b>	<b>\$ 633,261</b>	<b>\$ 41,530,511</b>

**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 19<sup>th</sup> 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					
<b>Grand Totals</b>	<b>633,261</b>	<b>52,088</b>	<b>57,487</b>	<b>(92,004)</b>	<b>(263,475)</b>	<b>200,000</b>	<b>(138,462)</b>	<b>914,496</b>	<b>(296,869)</b>	<b>200,000</b>



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

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 22<sup>nd</sup>, 2023.

### STAFF RECOMMENDATION/MOTION:

Staff requests a second reading of Ordinance No. 2017-1123 and a motion "I move to adopt Ordinance No. 2017-1123 as presented".



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 22<sup>nd</sup>, 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 the following changes to the Shelton Municipal Code:

**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.

**Section 7:** Effective date. This Ordinance shall take effect and be in force five days after passage and publication, as required by law.

Passed by the City Council at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2023.

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Mayor Onisko

ATTEST:

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City Clerk Nault

## **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;

H.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

H.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;

H.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 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

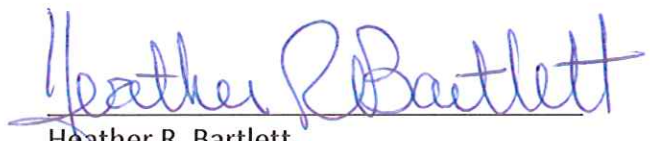
# Western Washington Phase II Municipal Stormwater Permit

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

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## SPECIAL CONDITIONS

### S1. PERMIT COVERAGE AREA AND PERMITTEES

#### A. Geographic Area of Permit Coverage

This Permit is applicable to owners or operators of regulated small Municipal Separate Storm Sewer Systems (MS4s) located west of the eastern boundaries of the following counties: Whatcom, Skagit, Snohomish, King, Pierce, Lewis, and Skamania.

1. For all cities required to obtain coverage under this Permit, the geographic area of coverage is the entire incorporated area of the city.
2. For all counties required to have coverage under this Permit, the geographic area of coverage is the urbanized areas and urban growth areas associated with permitted cities under the jurisdictional control of the county. The geographic area of coverage also includes any urban growth area contiguous to permitted urbanized areas under the jurisdictional control of the county.
3. For Whatcom County, the geographic area of coverage also includes the unincorporated Birch Bay urban growth area.
4. For Secondary Permittees required to obtain coverage under this Permit, the minimum geographic area of coverage is all areas identified under S1.A.1 and S1.A.2. At the time of permit coverage, the Washington State Department of Ecology (Ecology) may establish a geographic area of coverage specific to an individual Secondary Permittee.
5. All regulated small MS4s owned or operated by the Permittees named in S1.D.2.a(i), and (ii), and S1.D.2.b and located in another city or county area requiring coverage under this Permit, or the *Phase I Municipal Stormwater Permit* or the *Eastern Washington Phase II Municipal Stormwater Permit*, are also covered under this Permit.

#### B. Regulated Small Municipal Separate Storm Sewer Systems (MS4s)

All operators of regulated small MS4s are required to apply for and obtain coverage under this Permit or be permitted under a separate individual permit, unless waived or exempted in accordance with condition S1.C.

1. A regulated small MS4:
  - a. Is a "Small MS4" as defined in the *Definitions and Acronyms* section at the end of this Permit; and
  - b. Is located within, or partially located within, an urbanized area as defined by the latest decennial census conducted by the U.S. Census Bureau, or designated by Ecology pursuant to 40 CFR 123.35(b) or 40 CFR 122.26(f); and
  - c. Discharges stormwater from the MS4 to a surface water of Washington State; and
  - d. Is not eligible for a waiver or exemption under S1.C, below.

2. All other operators of MS4s, including special purpose districts, which meet the criteria for a regulated small MS4 shall obtain coverage under this Permit. Other operators of small MS4s may include, but are not limited to: flood control, or diking and drainage districts; schools, including universities; and correctional facilities that own or operate a small MS4 serving non-agricultural land uses.
  3. Any other operators of small MS4s may be required by Ecology to obtain coverage under this Permit or an alternative NPDES permit if Ecology determines the small MS4 is a significant source of pollution to surface waters of the State. Notification of Ecology's determination that permit coverage is required will be through the issuance of an Administrative Order issued in accordance with RCW 90.48.
  4. The owner or operator of a regulated small MS4 may obtain coverage under this Permit as a Permittee, Co-Permittee, or Secondary Permittee as defined in S1.D.1, below.
  5. Pursuant to 40 CFR 122.26(f), any person or organization may petition Ecology to require that additional small MS4s obtain coverage under this Permit. The process for petitioning Ecology is:
    - a. The person or organization shall submit a complete petition in writing to Ecology. A complete petition shall address each of the relevant factors for petitions outlined on Ecology's website.
    - b. In making its determination on the petition, Ecology may request additional information from either the petitioner or the entity that is the subject of the petition.
    - c. Ecology will make a final determination on a complete petition within 180 days of receipt of the petition and inform both the petitioner and the MS4 of the decision, in writing.
    - d. If Ecology's final determination is that the candidate MS4 will be regulated, Ecology will issue an order to the operator of the MS4 requiring them to obtain coverage under this Permit. The order will specify:
      - i. The geographic area of permit coverage for the MS4.
      - ii. Any modified dates or deadlines for developing and implementing this Permit, as appropriate to the MS4, and for submitting their first annual report.
      - iii. A deadline for the operator of the MS4 to submit a complete Notice of Intent (NOI, provided on Ecology's website) to Ecology.
- C. Owners and operators of an otherwise regulated small MS4 are **not** required to obtain coverage under this Permit if:
1. The small MS4 is operated by:
    - a. A federal entity, including any department, agency, or instrumentality of the executive, legislative, and judicial branches of the Federal government of the United States.
    - b. Federally recognized Indian Tribes located within Indian Country, including all trust or restricted lands within the 1873 Survey Area of the Puyallup Tribe of Indians.
    - c. The Washington State Department of Transportation.

**Or**

2. The portions of the small MS4 located within the census defined urbanized area(s) serve a total population of less than 1000 people and a, b, and c, below **all** apply:
  - a. The small MS4 is not contributing substantially to the pollutant loadings of a physically interconnected MS4 that is regulated by the NPDES stormwater program.
  - b. The discharge of pollutants from the small MS4 has not been identified as a cause of impairment of any water body to which the MS4 discharges.
  - c. In areas where an EPA approved TMDL has been completed, stormwater controls on the MS4 have not been identified as necessary to meet wasteload allocations established in the TMDL that address the pollutant(s) of concern.

In determining the total population served, both resident and commuter populations shall be included. For example:

- For publicly operated school complexes including universities and colleges, the total population served would include the sum of the average annual student enrollment plus staff.
- For flood control, diking, and drainage districts, the total population served would include residential population and any non-residents regularly employed in the areas served by the small MS4.

**D. Obtaining coverage under this Permit.**

All operators of regulated small MS4s are required to apply for and obtain coverage in accordance with this Section, unless waived or exempted, in accordance with Section S1.C.

1. Unless otherwise noted, the term “Permittee” shall include a city, town, or county Permittee, New Permittee, Co-Permittee, Secondary Permittee, and New Secondary Permittee as defined below:
  - a. “Permittee” is a city, town, or county owning or operating a regulated small MS4 applying and receiving a permit as a single entity.
  - b. “New Permittee” is a city, town, or county that is subject to the *Western Washington Phase II Municipal Stormwater General Permit* and was not subject to the Permit prior to August 1, 2019.
  - c. “Co-Permittee” is any owner or operator of a regulated small MS4 that is applying in a cooperative agreement with at least one other applicant for coverage under this Permit. Co-Permittees own or operate a regulated small MS4 located within or in proximity to another regulated small MS4.
  - d. A “Secondary Permittee” is an operator of a regulated small MS4 that is not a city, town, or county. Secondary Permittees include special purpose districts and other MS4s that meet the criteria for a regulated small MS4 in S1.B, above.
  - e. “New Secondary Permittee” is a Secondary Permittee that is covered under a Municipal Stormwater General Permit and was not covered by the Permit prior to August 1, 2019.

2. Operators of regulated small MS4s have submitted, or shall submit, to Ecology either a Notice of Intent (NOI) for Coverage under National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit or a Duty to Reapply - NOI provided on Ecology's website.
  - a. The following Permittees and Secondary Permittees submitted a *Duty to Reapply - NOI* to Ecology prior to February 1, 2018:
    - i. **Cities and towns:** Aberdeen, Algona, Anacortes, Arlington, Auburn, Bainbridge Island, Battle Ground, Bellevue, Bellingham, Black Diamond, Bonney Lake, Bothell, Bremerton, Brier, Buckley, Burien, Burlington, Camas, Centralia, Clyde Hill, Covington, Des Moines, DuPont, Duvall, Edgewood, Edmonds, Enumclaw, Everett, Federal Way, Ferndale, Fife, Fircrest, Gig Harbor, Granite Falls, Issaquah, Kelso, Kenmore, Kent, Kirkland, Lacey, Lake Forest Park, Lake Stevens, Lakewood, Longview, Lynden, Lynnwood, Maple Valley, Marysville, Medina, Mercer Island, Mill Creek, Milton, Monroe, Mountlake Terrace, Mount Vernon, Mukilteo, Newcastle, Normandy Park, Oak Harbor, Olympia, Orting, Pacific, Port Orchard, Port Angeles, Poulsbo, Puyallup, Redmond, Renton, Sammamish, SeaTac, Sedro-Woolley, Shoreline, Snohomish, Snoqualmie, Steilacoom, Sumner, Tukwila, Tumwater, University Place, Vancouver, Washougal, and Woodinville.
    - ii. **Counties:** Cowlitz, Kitsap, Thurston, Skagit, and Whatcom.
    - iii. **Secondary Permittees:** Bainbridge Island School District #303, Bellingham School District, Bellingham Technical College, Cascadia College, Central Kitsap School District, Centralia College, Clark College, Consolidated Diking Improvement District #1 of Cowlitz County, Edmonds Community College, Evergreen College, Highline Community College, Kelso School District, Kent School District, Longview School District, Lower Columbia College, Port of Anacortes, Port of Bellingham, Port of Olympia, Port of Skagit County, Port of Vancouver, Skagit County Drainage District #19, Skagit Valley College, University of Washington Bothell, Washington State University Vancouver, Washington State Department of Enterprise Services (Capitol Campus), Washington Department of Corrections, Western Washington University, and Whatcom Community College.
  - b. Operators of regulated small MS4s have submitted or shall submit to Ecology a "Notice of Intent (NOI) for Coverage under National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit" provided on Ecology's website before the effective date of this Permit, with the following exceptions:
    - i. Operators of regulated small MS4s located in the City of Shelton, and the Clallam County urban growth area surrounding Port Angeles shall submit a NOI or application to Ecology no later than 30 days after the effective date of this Permit.
    - ii. Operators of regulated small MS4s listed in S1.D.2.a do not need to submit a new application to be covered under this Permit.
  - c. For operators of regulated small MS4s listed in S1.D.2.a, coverage under this Permit is automatic and begins on the effective date of this Permit, unless the operator chooses to opt out of this General Permit. Any operator of a regulated small MS4 that

is opting out of this Permit shall submit an application for an individual MS4 permit in accordance with 40 CFR 122.33(b)(2)(ii) no later than the effective date of this Permit.

- d. Operators of regulated small MS4s which want to be covered under this Permit as Co-Permittees shall each submit a NOI to Ecology.
- e. Operators of regulated small MS4s which are relying on another entity to satisfy all of their permit obligations shall submit a NOI to Ecology.
- f. Operators of small MS4s designated by Ecology pursuant to S1.B.3 of this Permit shall submit a NOI to Ecology within 120 days of receiving notification from Ecology that permit coverage is required.

### 3. Application Requirements

- a. For NOIs submitted after the issuance date of this Permit, the applicant shall include a certification that the public notification requirements of WAC 173-226-130(5) have been satisfied. Ecology will notify applicants in writing of their status concerning coverage under this Permit within 90 days of Ecology's receipt of a complete NOI.
- b. Each Permittee applying as a Co-Permittee shall submit a NOI provided on Ecology's website. The NOI shall clearly identify the areas of the MS4 for which the Co-Permittee is responsible.
- c. Permittees relying on another entity or entities to satisfy one or more of their permit obligations shall notify Ecology in writing. The notification shall include a summary of the permit obligations that will be carried out by another entity. The summary shall identify the other entity or entities and shall be signed by the other entity or entities. During the term of the Permit, Permittees may terminate or amend shared responsibility arrangements by notifying Ecology, provided this does not alter implementation deadlines.
- d. Secondary Permittees required to obtain coverage under this Permit, and the *Phase I Municipal Stormwater Permit* or the *Eastern Washington Phase II Municipal Stormwater Permit*, may obtain coverage by submitting a single NOI.

## S2. AUTHORIZED DISCHARGES

- A. This Permit authorizes the discharge of stormwater to surface waters and to groundwaters of the State from MS4s owned or operated by each Permittee covered under this Permit, in the geographic area covered pursuant to S1.A. These discharges are subject to the following limitations:
  - 1. Discharges to groundwaters of the State through facilities regulated under the Underground Injection Control (UIC) program, Chapter 173-218 WAC, are not authorized under this Permit.
  - 2. Discharges to groundwaters not subject to regulation under the federal Clean Water Act are authorized in this Permit only under state authorities, Chapter 90.48 RCW, the Water Pollution Control Act.

- B.** This Permit authorizes discharges of non-stormwater flows to surface waters and to groundwaters of the State from MS4s owned or operated by each Permittee covered under this Permit, in the geographic area covered pursuant to S1.A, only under one or more of the following conditions:
1. The discharge is authorized by a separate NPDES or State Waste Discharge permit.
  2. The discharge is from emergency firefighting activities.
  3. The discharge is from another illicit or non-stormwater discharge that is managed by the Permittee as provided in Special Condition S5.C.5 or S6.D.3.

These discharges are also subject to the limitations in S2.A.1 and S2.A.2, above.

- C.** This Permit does not relieve entities that cause illicit discharges, including spills of oil or hazardous substances, from responsibilities and liabilities under state and federal laws and regulations pertaining to those discharges.
- D.** Discharges from MS4s constructed after the effective date of this Permit shall receive all applicable state and local permits and use authorizations, including compliance with Chapter 43.21C RCW (the State Environmental Policy Act).
- E.** This Permit does not authorize discharges of stormwater to waters within Indian Country as defined in 18 U.S.C. §1151, or to waters subject to water quality standards of Indian Tribes, including portions of the Puyallup River and other waters on trust or restricted lands within the 1873 Survey Area of the Puyallup Tribe of Indians Reservation, except where authority has been specifically delegated to Ecology by the U.S. Environmental Protection Agency. The exclusion of such discharges from this Permit does not waive any rights the State may have with respect to the regulation of the discharges.

### **S3. RESPONSIBILITIES OF PERMITTEES**

- A.** Each Permittee covered under this Permit is responsible for compliance with the terms of this Permit for the regulated small MS4s that they own or operate. Compliance with (1) or (2) below is required as applicable to each Permittee, whether the Permittee has applied for coverage as a Permittee, Co-Permittee, or Secondary Permittee.
1. All city, town, and county Permittees are required to comply with all conditions of this Permit, including any appendices referenced therein, except for Special Condition S6 – *Stormwater Management Program for Secondary Permittees*.
  2. All Secondary Permittees are required to comply with all conditions of this Permit, including any appendices referenced therein, except for Section S5 – *Stormwater Management Program for Cities, Towns, and Counties* and S8 – *Monitoring and Assessment*.
- B.** Permittees may rely on another entity to satisfy one or more of the requirements of this Permit. Permittees that are relying on another entity to satisfy one or more of their permit obligations remain responsible for permit compliance if the other entity fails to implement permit conditions. Permittees may rely on another entity provided all the requirements of 40 CFR 122.35(a) are satisfied, including but not limited to:

1. The other entity, in fact, implements the Permit requirements.
2. The other entity agrees to take on responsibility for implementation of the Permit requirement(s) as indicated on the NOI.

#### **S4. COMPLIANCE WITH STANDARDS**

- A.** In accordance with RCW 90.48.520, the discharge of toxicants to waters of the State of Washington which would violate any water quality standard, including toxicant standards, sediment criteria, and dilution zone criteria is prohibited. The required response to such discharges is defined in Section S4.F, below.
- B.** This Permit does not authorize a discharge which would be a violation of Washington State Surface Water Quality Standards (Chapter 173-201A WAC), Groundwater Quality Standards (Chapter 173-200 WAC), Sediment Management Standards (Chapter 173-204 WAC), or human health-based criteria in the National Toxics Rule (40 CFR 131.45). The required response to such discharges is defined in Section S4.F, below.
- C.** The Permittee shall reduce the discharge of pollutants to the Maximum Extent Practicable (MEP).
- D.** The Permittee shall use All Known, Available, and Reasonable methods of prevention, control and Treatment (AKART) to prevent and control pollution of waters of the State of Washington.
- E.** In order to meet the goals of the Clean Water Act, and comply with S4.A, S4.B, S4.C, and S4.D, each Permittee shall comply with all of the applicable requirements of this Permit as identified in S3 – *Responsibilities of Permittees*.
- F.** A Permittee remains in compliance with S4 despite any discharges prohibited by S4.A or S4.B, when the Permittee undertakes the following response toward long-term water quality improvement:
  1. A Permittee shall notify Ecology in writing within 30 days of becoming aware, based on credible site-specific information that a discharge from the MS4 owned or operated by the Permittee is causing or contributing to a known or likely violation of Water Quality Standards in the receiving water. Written notification provided under this subsection shall, at a minimum, identify the source of the site-specific information, describe the nature and extent of the known or likely violation in the receiving water, and explain the reasons why the MS4 discharge is believed to be causing or contributing to the problem. For ongoing or continuing violations, a single written notification to Ecology will fulfill this requirement.
  2. In the event that Ecology determines, based on a notification provided under S4.F.1 or through any other means, that a discharge from an MS4 owned or operated by the Permittee is causing or contributing to a violation of Water Quality Standards in a receiving water, Ecology will notify the Permittee in writing that an adaptive management response, outlined in S4.F.3, below, is required, unless:

- a. Ecology also determines that the violation of Water Quality Standards is already being addressed by a Total Maximum Daily Load (TMDL) or other enforceable water quality cleanup plan; or
- b. Ecology concludes the MS4 contribution to the violation will be eliminated through implementation of other permit requirements.

### 3. Adaptive Management Response

- a. Within 60 days of receiving a notification under S4.F.2, or by an alternative date established by Ecology, the Permittee shall review its Stormwater Management Program (SWMP) and submit a report to Ecology. The report shall include:
  - i. A description of the operational and/or structural BMPs that are currently being implemented to prevent or reduce any pollutants that are causing or contributing to the violation of Water Quality Standards, including a qualitative assessment of the effectiveness of each Best Management Practice (BMP).
  - ii. A description of potential additional operational and/or structural BMPs that will or may be implemented in order to apply AKART on a site-specific basis to prevent or reduce any pollutants that are causing or contributing to the violation of Water Quality Standards.
  - iii. A description of the potential monitoring or other assessment and evaluation efforts that will or may be implemented to monitor, assess, or evaluate the effectiveness of the additional BMPs.
  - iv. A schedule for implementing the additional BMPs including, as appropriate: funding, training, purchasing, construction, monitoring, and other assessment and evaluation components of implementation.
- b. Ecology will, in writing, acknowledge receipt of the report within a reasonable time and notify the Permittee when it expects to complete its review of the report. Ecology will either approve the additional BMPs and implementation schedule or require the Permittee to modify the report as needed to meet AKART on a site-specific basis. If modifications are required, Ecology will specify a reasonable time frame in which the Permittee shall submit and Ecology will review the revised report.
- c. The Permittee shall implement the additional BMPs, pursuant to the schedule approved by Ecology, beginning immediately upon receipt of written notification of approval.
- d. The Permittee shall include with each subsequent annual report a summary of the status of implementation and the results of any monitoring, assessment or evaluation efforts conducted during the reporting period. If, based on the information provided under this subsection, Ecology determines that modification of the BMPs or implementation schedule is necessary to meet AKART on a site-specific basis, the Permittee shall make such modifications as Ecology directs. In the event there are ongoing violations of water quality standards despite the implementation of the BMP approach of this Section, the Permittee may be subject to compliance schedules to



eliminate the violation under WAC 173-201A-510(4) and WAC 173-226-180 or other enforcement orders as Ecology deems appropriate during the term of this Permit.

- e. A TMDL or other enforceable water quality cleanup plan that has been approved and is being implemented to address the MS4's contribution to the Water Quality Standards violation supersedes and terminates the S4.F.3 implementation plan.
  - f. Provided the Permittee is implementing the approved adaptive management response under this Section, the Permittee remains in compliance with Special Condition S4, despite any on-going violations of Water Quality Standards identified under S4.A or B, above.
  - g. The adaptive management process provided under Section S4.F is not intended to create a shield for the Permittee from any liability it may face under 42 U.S.C. 9601 *et seq.* or Chapter 70.105D RCW.
- G.** Ecology may modify or revoke and reissue this General Permit in accordance with G14 – *General Permit Modification and Revocation*, if Ecology becomes aware of additional control measures, management practices, or other actions beyond what is required in this Permit that are necessary to:
- 1. Reduce the discharge of pollutants to the MEP,
  - 2. Comply with the state AKART requirements, or
  - 3. Control the discharge of toxicants to waters of the State of Washington.

## **S5. STORMWATER MANAGEMENT PROGRAM FOR CITIES, TOWNS, AND COUNTIES**

- A.** Each Permittee shall develop and implement a Stormwater Management Program (SWMP). A SWMP is a set of actions and activities comprising the components listed in S5 and any additional actions necessary, to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with Total Maximum Daily Load Requirements* and S8 – *Monitoring and Assessment*. This Section applies to all cities, towns, and counties covered under this Permit (termed as "Permittee," including cities, towns, and counties that are Co-Permittees).

New Permittees subject to this Permit, as described in S1.D.1.b, shall fully meet the requirements in S5 as modified in footnotes below, or as specified in an alternate schedule as a condition of coverage by Ecology. Permittees obtaining coverage after the issuance date of this Permit shall fully meet the requirements in S5 as specified in an alternate schedule as a condition of coverage by Ecology.

- 1. At a minimum, the Permittee's SWMP shall be implemented throughout the geographic area subject to this Permit as described in S1.A.<sup>1</sup>
- 2. Each Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall be organized according to the program components in S5.C or a

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<sup>1</sup> New Permittees shall fully develop and implement the SWMP in accordance with the schedules contained in this Section no later than February 2, 2024.

format approved by Ecology, and shall be updated at least annually for submittal with the Permittee's annual reports to Ecology (see S9 – *Reporting Requirements*). The SWMP Plan shall be written to inform the public of the planned SWMP activities for the upcoming calendar year, and shall include a description of:

- a. Planned activities for each of the program components included in S5.C.
  - b. Any additional planned actions to meet the requirements of applicable TMDLs pursuant to S7– *Compliance with Total Maximum Daily Load Requirements*.
  - c. Any additional planned actions to meet the requirements of S8 – *Monitoring and Assessment*.
- 3.** The SWMP shall include an ongoing program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation, and permit compliance and to set priorities.
- a. Each Permittee shall track the cost or estimated cost of development and implementation of each component of the SWMP.<sup>2</sup> This information shall be provided to Ecology upon request.
  - b. Each Permittee shall track the number of inspections, follow-up actions as a result of inspections, official enforcement actions and types of public education activities as required by the respective program component. This information shall be included in the annual report.
- 4.** Permittees shall continue implementation of existing stormwater management programs until they begin implementation of the updated stormwater management program in accordance with the terms of this Permit, including implementation schedules.
- 5.** Coordination among Permittees
- a. Coordination among entities covered under municipal stormwater NPDES permits may be necessary to comply with certain conditions of the SWMP. The SWMP shall include, when needed, coordination mechanisms among entities covered under a municipal stormwater NPDES permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas, including:
    - i. Coordination mechanisms clarifying roles and responsibilities for the control of pollutants between physically interconnected MS4s covered by a municipal stormwater permit.
    - ii. Coordinating stormwater management activities for shared water bodies, or watersheds among Permittees to avoid conflicting plans, policies, and regulations.
  - b. The SWMP shall include coordination mechanisms among departments within each jurisdiction to eliminate barriers to compliance with the terms of this Permit. Permittees shall include a written description of internal coordination mechanisms in the Annual Report due no later than March 31, 2021.

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<sup>2</sup> New Permittees shall begin implementing the requirements of S5.A.3.a, no later than August 1, 2021.

- B.** The SWMP shall be designed to reduce the discharge of pollutants from regulated small MS4s to the MEP, meet state AKART requirements, and protect water quality.
- C.** The SWMP shall include the components listed below. To the extent allowable under state or federal law, all components are mandatory for city, town, or county Permittees covered under this Permit.

**1. Stormwater planning**

Each Permittee shall implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality management tools to protect receiving waters.

**The minimum performance measures are:**

- a. By August 1, 2020, each Permittee shall convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program.
- b. Coordination with long-range plan updates.
  - i. Each Permittee shall describe how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the planning update processes and influencing policies and implementation strategies in their jurisdiction. The report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning, or taking into account stormwater management needs or limitations.
    - (a) On or before March 31, 2021, the Permittee shall respond to the series of Stormwater Planning Annual Report questions to describe how anticipated stormwater impacts on water quality were addressed, if at all, during the 2013-2019 permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
    - (b) On or before January 1, 2023, the Permittee shall submit a report responding to the same questions included in (a), above, to describe how water quality is being addressed, if at all, during this permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
- c. Low impact development code-related requirements.
  - i. Permittees shall continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed.
 

The intent shall be to make LID the preferred and commonly-used approach to site development. The local development-related codes, rules, standards, or other enforceable documents shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations, where feasible.

- (a) Annually, each Permittee shall assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles or LID BMPs since local codes were updated in accordance with the 2013 Permit, and the measures developed to address the barriers. If applicable, the report shall describe mechanisms adopted to encourage or require implementation of LID principles or LID BMPs.
- ii. By December 31, 2023, New Permittees shall review, revise, and make effective their local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs. New Permittees shall conduct a similar review and revision process, and consider the range of issues, outlined in the following document: Integrating LID into Local Codes: A Guidebook for Local Governments (Puget Sound Partnership, 2012).

New Permittees shall submit a summary of the results of the review and revision process with the annual report due no later than March 31, 2024. This summary shall be in the required format described in Appendix 5 and include, at a minimum, a list of the participants (job title, brief job description, and department represented), the codes, rules, standards, and other enforceable documents reviewed, and the revisions made to those documents which incorporate and require LID principles and LID BMPs. The summary shall include existing requirements for LID principles and LID BMPs in development-related codes. The summary must be organized as follows:

- (a) Measures to minimize impervious surfaces.
- (b) Measures to minimize loss of native vegetation.
- (c) Other measures to minimize stormwater runoff.
- d. Stormwater Management Action Planning<sup>3</sup> (SMAP). Permittees shall conduct a similar process and consider the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology, 2019; Publication 19-10-010). Permittees may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the Permittee's jurisdiction.
- i. *Receiving Water Assessment*. Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.

By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which

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<sup>3</sup> New Permittees are exempt from S5.C.1.d. for this permit term.

receiving waters will be included in the S5.C.1.d.ii prioritization process. Include a map of the delineated basins with references to the watershed inventory table.

- (a) Identify which basins are expected to have a relatively low Stormwater Management Influence for SMAP. See the guidance document for definition and description of this assessment.

Basins having relatively low expected Stormwater Management Influence for SMAP do not need to be included in S5.C.1.d.ii-iii.

- ii. *Receiving Water Prioritization.* Informed by the assessment of receiving water conditions in (i), above, and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development as well as planned for and expected future buildout conditions.

No later than June 30, 2022, document the prioritized and ranked list of receiving waters.

- (a) The Permittee shall document the priority ranking process used to identify high priority receiving waters. The Permittee may reference existing local watershed management plan(s) as source(s) of information or rationale for the prioritization.
- (b) The ranking process shall include the identification of high priority catchment area(s) for focus of the Stormwater Management Action Plan (SMAP) in (iii), below.

- iii. Stormwater Management Action Plan (SMAP). No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii), above, that identifies all of the following:

- (a) A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.
- (b) Land management/development strategies and/or actions identified for water quality management.
- (c) Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:
  - IDDE field screening,
  - Prioritization of Source Control inspections,
  - O&M inspections or enhanced maintenance, or
  - Public Education and Outreach behavior change programs.

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

- (d) If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
- (e) A proposed implementation schedule and budget sources for:
  - Short-term actions (*i.e.*, actions to be accomplished within six years), and
  - Long-term actions (*i.e.*, actions to be accomplished within seven to 20 years).
- (f) A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

## 2. Public Education and Outreach

The SWMP shall include an education and outreach program designed to:

- Build general awareness about methods to address and reduce impacts from stormwater runoff.
- Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

Permittees may choose to meet these requirements individually or as a member of a regional group. Regional collaboration on general awareness or behavior change programs, or both, includes Permittees developing a consistent message, determining best methods for communicating the message, and when appropriate, creating strategies to effect behavior change. If a Permittee chooses to adopt one or more elements of a regional program, the Permittee should participate in the regional group and shall implement the adopted element(s) of the regional program in the local jurisdiction.

### The minimum performance measures are:

- a. Each Permittee shall implement an education and outreach program for the area served by the MS4. The program design shall be based on local water quality information and target audience characteristics to identify high priority target audiences, subject areas, and/or BMPs. Based on the target audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the target audience. <sup>4</sup>
  - i. **General awareness.** To build general awareness, Permittees shall annually select at a minimum one target audience and one subject area from either (a) or (b):
    - (a) *Target audiences:* General public (including overburdened communities, or school age children) or businesses (including home-based, or mobile businesses). Subject areas:

<sup>4</sup> New Permittees shall begin implementing the requirements of S5.C.2 no later than August 1, 2021.

- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
  - Low impact development (LID) principles and LID BMPs.
- (b) *Target audiences:* Engineers, contractors, developers, or land use planners.  
Subject areas:
- Technical standards for stormwater site and erosion control plans.
  - LID principles and LID BMPs.
  - Stormwater treatment and flow control BMPs/facilities
- (c) Permittees shall provide subject area information to the target audience on an ongoing or strategic schedule.
- ii. ***Behavior change.*** To affect behavior change, Permittees shall select, at a minimum, one target audience and one BMP.
- (a) *Target Audiences:* Residents, landscapers, property managers/owners, developers, school age children, or businesses (including home-based or mobile businesses).
- BMPs:*
- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
  - Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
  - Prevention of illicit discharges.
  - Yard care techniques protective of water quality.
  - Carpet cleaning.
  - Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
  - Pet waste management and disposal.
  - LID Principles and LID BMPs.
  - Stormwater facility maintenance, including LID facilities.
  - Dumpster and trash compactor maintenance.
  - Litter and debris prevention.
  - Sediment and erosion control.
  - (Audience specific) Source control BMPs (refer to S5.C.8).
  - (Audience specific) Locally-important, municipal stormwater-related subject area.
- (b) No later than July 1, 2020, each Permittee shall conduct a new evaluation of the effectiveness of an ongoing behavior change campaign (required under S5.C.1.a.ii and S5.C.1.c of the 2013 Permit). Permittees shall document lessons learned and recommendations for which option to select from S5.C.2.a.ii.(c).

Permittees that select option S5.C.2.a.ii.(c)3, below, may forgo this evaluation if it will not add value to the overall behavior change program.

- (c) Based on the recommendation from S5.C.2.a.ii.(b), by February 1, 2021, each Permittee shall follow social marketing practices and methods, similar to community-based social marketing, and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:<sup>5</sup>
  - 1. Develop a strategy and schedule to more effectively implement the existing campaign; or
  - 2. Develop a strategy and schedule to expand the existing campaign to a new target audience or BMPs; or
  - 3. Develop a strategy and schedule for a new target audience and BMP behavior change campaign.
- (d) No later than April 1, 2021, begin to implement the strategy developed in S5.C.2.a.ii.(c).<sup>6</sup>
- (e) No later than March 31, 2024, evaluate and report on:
  - 1. The changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy; and
  - 2. Any planned or recommended changes to the campaign in order to be more effective; describe the strategies and process to achieve the results.
- (f) Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.
- iii. Stewardship. Each Permittee shall provide and advertise stewardship opportunities and/or partner with existing organizations (including non-permittees) to encourage residents to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and education activities.

### **3. Public Involvement and Participation**

Permittees shall provide ongoing opportunities for public involvement and participation through advisory councils, public hearings, watershed committees, participation in developing rate-structures or other similar activities. Each Permittee shall comply with applicable state and local public notice requirements when developing elements of the SWMP and SMAP.

#### **The minimum performance measures are:**

- a. Permittees shall create opportunities for the public, including overburdened communities, to participate in the decision-making processes involving the development, implementation and update of the Permittee's SMAP and SWMP.<sup>7</sup>

<sup>5</sup> No later than August 1, 2021, new Permittees shall follow social marketing practices and methods, similar to Community-Based Social Marketing, to develop a behavior change program that is tailored to the community.

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

<sup>7</sup> New Permittees shall develop and begin to implement requirements according to S5.C.3.a no later than August 1, 2020. New Permittees are exempt from SMAP this permit term.



- b. Each Permittee shall post on their website their SWMP Plan and the annual report, required under S9.A, no later than May 31 each year. All other submittals shall be available to the public upon request. To comply with the posting requirement, a Permittee that does not maintain a website may submit the updated SWMP in electronic format to Ecology for posting on Ecology's website.

#### 4. MS4 Mapping and Documentation

The SWMP shall include an ongoing program for mapping and documenting the MS4.<sup>8</sup>

##### The minimum performance measures are:

- a. *Ongoing Mapping*: Each Permittee shall maintain mapping data for the features listed below:
  - i. Known MS4 outfalls and known MS4 discharge points.
  - ii. Receiving waters, other than groundwater.
  - iii. Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
  - iv. Geographic areas served by the Permittee's MS4 that do not discharge stormwater to surface waters.
  - v. Tributary conveyances to all known outfalls and discharge points with a 24 inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following features or attributes (or both) shall be mapped:
    - (a) Tributary conveyance type, material, and size where known.
    - (b) Associated drainage areas.
    - (c) Land use.
  - vi. Connections between the MS4 owned or operated by the Permittee and other municipalities or public entities.
  - vii. All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.<sup>9,10</sup>
- b. *New Mapping*: Each Permittee shall:
  - i. No later than January 1, 2020, begin to collect size and material for all known MS4 outfalls during normal course of business (e.g. during field screening, inspection, or maintenance) and update records.
  - ii. No later than August 1, 2023, complete mapping of all known connections from the MS4 to a privately owned stormwater system.

<sup>8</sup> New Permittees shall meet the requirements to map the MS4 according to S5.C.4. no later than February 2, 2024, except where otherwise noted in this Section.

<sup>9</sup> New Permittees shall meet the requirements of S5.C.4.a.vii after August 1, 2019, for all connections to the MS4 authorized after August 1, 2019.

<sup>10</sup> Permittees do not need to map the following residential connections: individual driveways, sump pumps, or roof downspouts.

- c. No later than August 1, 2021, the required format for mapping is electronic (e.g. Geographic Information System, CAD drawings, or other software that can map and store points, lines, polygons, and associated attributes), with fully described mapping standards.
- d. To the extent consistent with national security laws and directives, each Permittee shall make available to Ecology, upon request, available maps depicting the information required in S5.C.4.a through c, above.
- e. Upon request, and to the extent appropriate, Permittees shall provide mapping information to federally recognized Indian Tribes, municipalities, and other Permittees. This Permit does not preclude Permittees from recovering reasonable costs associated with fulfilling mapping information requests by federally recognized Indian Tribes, municipalities, and other Permittees.

## 5. Illicit Discharge Detection and Elimination

The SWMP shall include an ongoing program designed to prevent, detect, characterize, trace, and eliminate illicit connections and illicit discharges into the MS4.<sup>11</sup>

### The minimum performance measures are:

- a. The program shall include procedures for reporting and correcting or removing illicit connections, spills and other illicit discharges when they are suspected or identified. The program shall also include procedures for addressing pollutants entering the MS4 from an interconnected, adjoining MS4.  
  
Illicit connections and illicit discharges must be identified through, but not limited to: field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.
- b. Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- c. Each Permittee shall implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee's MS4 to the maximum extent allowable under state and federal law.
  - i. Allowable Discharges: The regulatory mechanism does **not** need to prohibit the following categories of non-stormwater discharges:
    - (a) Diverted stream flows
    - (b) Rising groundwaters
    - (c) Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20))
    - (d) Uncontaminated pumped groundwater
    - (e) Foundation drains

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<sup>11</sup> New Permittees shall meet the requirements of S5.C.5 no later than August 1, 2021 except where otherwise noted in this Section.

- (f) Air conditioning condensation
  - (g) Irrigation water from agricultural sources that is commingled with urban stormwater
  - (h) Springs
  - (i) Uncontaminated water from crawl space pumps
  - (j) Footing drains
  - (k) Flows from riparian habitats and wetlands
  - (l) Non-stormwater discharges authorized by another NPDES or state waste discharge permit
  - (m) Discharges from emergency firefighting activities in accordance with S2 Authorized Discharges
- ii. Conditionally Allowable Discharges: The regulatory mechanism may allow the following categories of non-stormwater discharges only if the stated conditions are met:
- (a) Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4.
  - (b) Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities and water conservation efforts.
  - (c) Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
  - (d) Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Permittee shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts. To avoid washing pollutants into the MS4, Permittees shall minimize the amount of street wash and dust control water used.
  - (e) Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee, which addresses control of such discharges.
- iii. The Permittee shall further address any category of discharges in (i) or (ii), above, if the discharges are identified as significant sources of pollutants to waters of the State.

- iv. The ordinance or other regulatory mechanism shall include escalating enforcement procedures and actions.
- d. Each Permittee shall implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the Permittee's MS4.<sup>12</sup> The program shall include the following components:
  - i. Procedures for conducting investigations of the Permittee's MS4, including field screening and methods for identifying potential sources. These procedures may also include source control inspections.

The Permittee shall implement a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using *Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual* (Herrera Environmental Consultants, Inc.; May 2013), or another methodology of comparable or improved effectiveness. The Permittee shall document the field screening methodology in the Annual Report.

- (a) All Permittees shall complete field screening for an average of 12% of the MS4 each year.<sup>13</sup> Permittees shall annually track total percentage of the MS4 screened beginning August 1, 2019.
- ii. A publicly listed and publicized hotline or other telephone number for public reporting of spills and other illicit discharges.
- iii. An ongoing training program for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4, on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of the trainings provided and the staff trained.<sup>14</sup>
- e. Each Permittee shall implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the Permittee's MS4.<sup>15</sup> The program shall include:
  - i. Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found by or reported to the Permittee. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for containment of the discharge.

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

<sup>13</sup> New Permittees shall complete S5.C.5.d.i requirements for field screening covering at least 12% of the MS4 within the Permittee's coverage area no later than December 31, 2023, and on average 12% each year thereafter.

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

<sup>15</sup> New Permittees shall fully develop and implement the requirements of S5.C.5.e no later than August 1, 2023.

- ii. Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
- iii. Procedures for eliminating the discharge, including notification of appropriate authorities (including owners or operators of interconnected MS4s); notification of the property owner; technical assistance; follow-up inspections; and use of the compliance strategy developed pursuant to S5.C.5.c.iv, including escalating enforcement and legal actions if the discharge is not eliminated.
- iv. Compliance with the provisions in (i), (ii), and (iii), above, shall be achieved by meeting the following timelines:
  - (a) Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment, consistent with General Condition G3.
  - (b) Investigate (or refer to the appropriate agency with the authority to act) within 7 days, on average, any complaints, reports, or monitoring information that indicates a potential illicit discharge.
  - (c) Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
  - (d) Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.
- f. Permittees shall train staff who are responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills, and illicit connections, to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>16</sup>
- g. Recordkeeping: Each Permittee shall track and maintain records of the activities conducted to meet the requirements of this Section. In the Annual Report, each Permittee shall submit data for the illicit discharges, spills and illicit connections including those that were found by, reported to, or investigated by the Permittee during the previous calendar year. The data shall include the information specified in Appendix 12 and WQWebIDDE. Each Permittee may either use their own system or WQWebIDDE for recording this data. Final submittals shall follow the instructions, timelines, and format as described in Appendix 12.

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<sup>16</sup> New Permittees shall meet the requirements of S5.C.5.f no later than February 2, 2021.

## 6. Controlling Runoff from New Development, Redevelopment, and Construction Sites

Each Permittee shall implement and enforce a program to reduce pollutants in stormwater runoff to a regulated small MS4 from new development, redevelopment and construction site activities. The program shall apply to private and public development, including transportation projects.<sup>17</sup>

### The minimum performance measures are:

- a. Implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects.

Each Permittee shall adopt and make effective a local program, no later than June 30, 2022, that meets the requirements of S5.C.6.b(i) through (iii), below, and shall apply to all applications<sup>18</sup> submitted:

- i. On or after July 1, 2022.
  - ii. Prior to January 1, 2017, that have not started construction<sup>19</sup> by January 1, 2022.<sup>20</sup>
  - iii. Prior to July 1, 2022, that have not started construction by July 1, 2027.
- b. The ordinance or other enforceable mechanism shall include, at a minimum:
    - i. The Minimum Requirements, thresholds, and definitions in Appendix 1, or the 2013 Appendix 1 amended to include the changes identified in Appendix 10, or Phase I program approved by Ecology and amended to include Appendix 10, for new development, redevelopment, and construction sites. Adjustment and variance criteria equivalent to those in Appendix 1 shall be included. More stringent requirements may be used, and/or certain requirements may be tailored to local circumstances through the use of Ecology-approved basin plans or other similar water quality and quantity planning efforts. Such local requirements and thresholds shall provide equal protection of receiving waters and equal levels of pollutant control to those provided in Appendix 1.
    - ii. The local requirements shall include the following requirements, limitations, and criteria that, when used to implement the minimum requirements in Appendix 1 (or program approved by Ecology under the 2019 Phase I Permit) will protect

<sup>17</sup> For continuing Permittees, this means continuing to implement existing programs developed under previous permits until updates are made to meet the schedules defined. *New Permittees shall meet the requirements of S5.C.6 no later than December 31, 2022, except where otherwise specified in this Section.*

<sup>18</sup> In this context, “application” means, at a minimum a complete project description, site plan, and, if applicable, SEPA checklist. Permittees may establish additional elements of a completed application.

<sup>19</sup> In this context “started construction” means the site work associated with, and directly related to the approved project has begun. For example: grading the project site to final grade or utility installation. Simply clearing the project site does not constitute the start of construction. Permittees may establish additional requirements related to the start of construction.

<sup>20</sup> For Permittees in **Lewis and Cowlitz counties**: Prior to July 1, 2017, that have not started construction by June 30, 2022. **For Lynden, Snoqualmie**: Prior to January 1, 2018, that have not started construction by January 1, 2023. **For Aberdeen**: Prior to July 1, 2018, that have not started construction by June 30, 2023. **Shelton and Clallam County** shall adopt and make effective a local program that meets the requirements of S5.C.6.b(i) through (iii) no later than December 31, 2022. The local program shall apply to all applications submitted on or after January 1, 2023, and shall apply to applications submitted prior to January 1, 2023, which have not started construction by January 1, 2028.

water quality, reduce the discharge of pollutants to the MEP, and satisfy the State requirement under Chapter 90.48 RCW to apply AKART prior to discharge:

- (a) Site planning requirements
- (b) BMP selection criteria
- (c) BMP design criteria
- (d) BMP infeasibility criteria
- (e) LID competing needs criteria
- (f) BMP limitations

Permittees shall document how the criteria and requirements will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy State AKART requirements.

Permittees who choose to use the requirements, limitations, and criteria, above, in the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology, may cite this choice as their sole documentation to meet this requirement.

- iii. The legal authority, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities approved under the provisions of this Section that discharge to the Permittee's MS4.
- c. The program shall include a permitting process with site plan review, inspection and enforcement capability to meet the standards listed in (i) through (iv) below, for both private and public projects, using qualified personnel (as defined in *Definitions and Acronyms*). At a minimum, this program shall be applied to all sites that meet the minimum thresholds adopted pursuant to S5.C.6.b.i, above.
  - i. Review of all stormwater site plans for proposed development activities.
  - ii. Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport as determined through plan review based on definitions and requirements in Appendix 7 – *Determining Construction Site Sediment Damage Potential*. As an alternative to evaluating each site according to Appendix 7, Permittees may choose to inspect all construction sites that meet the minimum thresholds adopted pursuant to S5.C.6.b.i, above.
  - iii. Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. Enforce as necessary based on the inspection.
  - iv. Each Permittee shall manage maintenance activities to inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots are constructed (or when construction has stopped and the site is fully stabilized), to identify maintenance needs and enforce compliance with maintenance standards as needed.
  - v. Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent

stormwater facilities. Verify that a maintenance plan is completed and responsibility for maintenance is assigned for stormwater treatment and flow control BMPs/facilities. Enforce as necessary based on the inspection.

- vi. Compliance with the inspection requirements in (ii) through (v), above, shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of required inspections. The inspections may be combined with other inspections provided they are performed using qualified personnel.
- vii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- viii. An enforcement strategy shall be implemented to respond to issues of non-compliance.
- d. The program shall make available, as applicable, the link to the electronic *Construction Stormwater General Permit* Notice of Intent (NOI) form for construction activity and, as applicable, a link to the electronic *Industrial Stormwater General Permit* NOI form for industrial activity to representatives of proposed new development and redevelopment. Permittees shall continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.<sup>21</sup>
- e. Each Permittee shall ensure that all staff whose primary job duties are implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. Follow-up training must be provided as needed to address changes in procedures, techniques or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>22</sup>

## 7. Operations and Maintenance

Each Permittee shall implement and document a program to regulate maintenance activities and to conduct maintenance activities by the Permittee to prevent or reduce stormwater impacts.<sup>23</sup>

### The minimum performance measures are:

- a. Each Permittee shall implement maintenance standards that are as protective, or more protective, of facility function than those specified in the *Stormwater Management Manual for Western Washington* or a Phase I program approved by Ecology. For facilities which do not have maintenance standards, the Permittee shall

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

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

<sup>23</sup> New Permittees shall develop and implement the requirements of S5.C.7 no later than December 31, 2022 except where otherwise noted in this Section.



develop a maintenance standard. No later than June 30, 2022, Permittees shall update their maintenance standards as necessary to meet the requirements of this Section.

- i. The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between inspections and/or maintenance is not a permit violation.
- ii. Unless there are circumstances beyond the Permittee's control, when an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed:
  - Within 1 year for typical maintenance of facilities, except catch basins.
  - Within 6 months for catch basins.
  - Within 2 years for maintenance that requires capital construction of less than \$25,000.

Circumstances beyond the Permittee's control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.

b. Maintenance of stormwater facilities regulated by the Permittee

- i. The program shall include provisions to verify adequate long-term O&M of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S.5.C.6.c and shall be maintained in accordance with S5.C.7.a.

The provisions shall include:

- (a) Implementation of an ordinance or other enforceable mechanism that:
  - Clearly identifies the party responsible for maintenance in accordance with maintenance standards established under S5.C.7.a.
  - Requires inspection of facilities in accordance with the requirements in (b), below.
  - Establishes enforcement procedures.
- (b) Annual inspections of all stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted by the Permittee according to S5.C.6.c, including those permitted in accordance with requirements adopted pursuant to the 2007-2019 Ecology municipal stormwater permits, unless there are maintenance records to justify a different frequency.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and

maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Compliance with the inspection requirements in (b), above, shall be determined by the presence and records of an established inspection program designed to inspect all facilities, and achieving at least 80% of required inspections.
  - iii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- c. Maintenance of stormwater facilities owned or operated by the Permittee.

- i. Each Permittee shall implement a program to annually inspect all municipally owned or operated stormwater treatment and flow control BMPs/facilities, and taking appropriate maintenance actions in accordance with the adopted maintenance standards.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Each Permittee shall spot check potentially damaged stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval). If spot checks indicate widespread damage/maintenance needs, inspect all stormwater treatment and flow control BMPs/facilities that may be affected. Conduct repairs or take appropriate maintenance action in accordance with maintenance standards established above, based on the results of the inspections.
- iii. Each Permittee shall inspect all catch basins and inlets owned or operated by the Permittee every two years.<sup>24</sup> Clean catch basins if the inspection indicates cleaning is needed to comply with maintenance standards established in the *Stormwater Management Manual for Western Washington*. Decant water shall be disposed of in accordance with Appendix 6 – *Street Waste Disposal*.

The following alternatives to the standard approach of inspecting all catch basins every two years may be applied to all or portions of the system:

- (a) The catch basin inspection schedule of every two years may be changed as appropriate to meet the maintenance standards based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records for catch basins, the Permittee may substitute written statements to document a specific, less frequent inspection schedule. Written statements shall be based on actual inspection

<sup>24</sup> New Permittees shall inspect and, if needed, clean all catch basins and inlets owned or operated by the Permittee in accordance with the requirements of S5.C.7.c once during the permit term, to be completed no later than February 2, 2024.

and maintenance experiences and shall be certified in accordance with G19 – *Certification and Signature*.

- (b) Inspections every two years may be conducted on a “circuit basis” whereby 25% of catch basins and inlets within each circuit are inspected to identify maintenance needs. Include an inspection of the catch basin immediately upstream of any MS4 outfall, discharge point, or connections to public or private storm systems, if applicable. Clean all catch basins within a given circuit for which the inspection indicates cleaning is needed to comply with maintenance standards established under S5.C.7.a, above.
- (c) The Permittee may clean all pipes, ditches, and catch basins and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.
- iv. Compliance with the inspection requirements in S5.C.7.c.i-iii, above, shall be determined by the presence of an established inspection program achieving at least 95% of required inspections.
- d. Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the Permittee, and road maintenance activities under the functional control of the Permittee. No later than December 31, 2022, document the practices, policies, and procedures. Lands owned or maintained by the Permittee include, but are not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater treatment and flow control BMPs/facilities.

The following activities shall be addressed:

- i. Pipe cleaning
- ii. Cleaning of culverts that convey stormwater in ditch systems
- iii. Ditch maintenance
- iv. Street cleaning
- v. Road repair and resurfacing, including pavement grinding
- vi. Snow and ice control
- vii. Utility installation
- viii. Pavement striping maintenance
- ix. Maintaining roadside areas, including vegetation management
- x. Dust control
- xi. Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts
- xii. Sediment and erosion control
- xiii. Landscape maintenance and vegetation disposal
- xiv. Trash and pet waste management

xv. Building exterior cleaning and maintenance

- e. Implement an ongoing training program for employees of the Permittee whose primary construction, operations, or maintenance job functions may impact stormwater quality. The training program shall address the importance of protecting water quality, operation and maintenance standards, inspection procedures, relevant SWPPPs, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of training provided. The staff training records to be kept include dates, activities or course descriptions, and names and positions of staff in attendance.
- f. Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the Permittee in areas subject to this Permit that are not required to have coverage under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes stormwater discharges associated with the activity. As necessary, update SWPPPs no later than December 31, 2022, to include the following information. At a minimum, the SWPPP shall include:
  - i. A detailed description of the operational and structural BMPs in use at the facility and a schedule for implementation of additional BMPs when needed. BMPs selected must be consistent with the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology. The SWPPP must be updated as needed to maintain relevancy with the facility.
  - ii. At minimum, annual inspections of the facility, including visual observations of discharges, to evaluate the effectiveness of the BMPs, identify maintenance needs, and determine if additional or different BMPs are needed. The results of these inspections must be documented in an inspection report or check list.
  - iii. An inventory of the materials and equipment stored on-site, and the activities conducted at the facility which may be exposed to precipitation or runoff and could result in stormwater pollution.
  - iv. A site map showing the facility's stormwater drainage, discharge points, and areas of potential pollutant exposure.
  - v. A plan for preventing and responding to spills at the facility which could result in an illicit discharge.
- g. Maintain records of the activities conducted to meet the requirements of this Section.

**8. Source Control Program for Existing Development**

- a. The Permittee shall implement a program to prevent and reduce pollutants in runoff from areas that discharge to the MS4. The program shall include:
  - i. Application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.

- ii. Inspections of pollutant generating sources at publicly and privately owned institutional, commercial and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- iii. Application and enforcement of local ordinances at sites, identified pursuant to S5.C.8.b.ii, including sites with discharges authorized by a separate NPDES permit. Permittees that are in compliance with the terms of this Permit will not be held liable by Ecology for water quality standard violations or receiving water impacts caused by industries and other Permittees covered, or which should be covered under an NPDES permit issued by Ecology.
- iv. Practices to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers from the sites identified in the inventory.

**b. Minimum performance measures:**

- i. No later than August 1, 2022, Permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities (see Appendix 8 to identify pollutant generating sources).

The requirements of this subsection are met by using the source control BMPs in the SWMMWW, or a Phase I Program approved by Ecology. In cases where the manual(s) lack guidance for a specific source of pollutants, the Permittee shall work with the owner/operator to implement or adapt BMPs based on the best professional judgement of the Permittee.

Applicable operational source control BMPs shall be required for all pollutant generating sources. Structural source control BMPs, or treatment BMPs/facilities, or both, shall be required for pollutant generating sources if operational source control BMPs do not prevent illicit discharges or violations of surface water, groundwater, or sediment management standards because of inadequate stormwater controls. Implementation of source control requirements may be done through education and technical assistance programs, provided that formal enforcement authority is available to the Permittee and is used as determined necessary by the Permittee, in accordance with S5.C.8.b.iv, below.

- ii. No later than August 1, 2022, the Permittees shall establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4. The inventory shall include:
  - (a) Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8).
  - (b) Other pollutant generating sources, based on complaint response, such as: home-based businesses and multi-family sites.
- iii. No later than January 1, 2023, Permittees shall implement an inspection program for sites identified pursuant to S5.C.8.b.ii, above.
  - (a) All identified sites with a business address shall be provided information about activities that may generate pollutants and the source control

requirements applicable to those activities. This information shall be provided by mail, telephone, electronic communications, or in person. This information may be provided all at one time or spread out over the permit term to allow for tailoring and distribution of the information during site inspections.

- (b) The Permittee shall annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory to assess BMP effectiveness and compliance with source control requirements. The Permittee may count follow-up compliance inspections at the same site toward the 20% inspection rate. The Permittee may select which sites to inspect each year and is not required to inspect 100% of sites over a 5-year period. Sites may be prioritized for inspection based on their land use category, potential for pollution generation, proximity to receiving waters, or to address an identified pollution problem within a specific geographic area or sub-basin.
  - (c) Each Permittee shall inspect 100% of sites identified through credible complaints.
  - (d) Permittees may count inspections conducted based on complaints, or when the property owner denies entry, to the 20% inspection rate.
- iv. No later than January 1, 2023, each Permittee shall implement a progressive enforcement policy that requires sites to comply with stormwater requirements within a reasonable time period as specified below:
- (a) If the Permittee determines, through inspections or otherwise, that a site has failed to adequately implement required BMPs, the Permittee shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
  - (b) When a Permittee determines that a site has failed to adequately implement BMPs after a follow-up inspection(s), the Permittee shall take enforcement action as established through authority in its municipal codes or ordinances, or through the judicial system.
  - (c) Each Permittee shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating an effort to bring sites into compliance. Each Permittee shall also maintain records of sites that are not inspected because the property owner denies entry.
  - (d) A Permittee may refer non-emergency violations of local ordinances to Ecology, provided, the Permittee also makes a documented effort of progressive enforcement. At a minimum, a Permittee's enforcement effort shall include documentation of inspections and warning letters or notices of violation.
- v. Permittees shall train staff who are responsible for implementing the source control program to conduct these activities. The ongoing training program shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement

procedures. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staff. Permittees shall document and maintain records of the training provided and the staff trained.

## **S6. STORMWATER MANAGEMENT PROGRAM FOR SECONDARY PERMITTEES**

- A.** This Section applies to all Secondary Permittees and all New Secondary Permittees, whether coverage under this Permit is obtained individually or as a Co-Permittee with a city, town, county, or another Secondary Permittee.

New Secondary Permittees subject to this Permit shall fully meet the requirements of this Section as modified in the footnotes in S6.D below, or as established as a condition of coverage by Ecology.

1. To the extent allowable under state, federal or local law, all components are mandatory for each Secondary Permittee covered under this Permit, whether covered as an individual Permittee or as a Co-Permittee.
2. Each Secondary Permittee shall develop and implement a Stormwater Management Program (SWMP). A SWMP is a set of actions and activities comprising the components listed in S6 and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with Total Maximum Daily Load Requirements*. The SWMP shall be designed to reduce the discharge of pollutants from regulated small MS4s to the MEP and protect water quality.
3. Unless an alternate implementation schedule is established by Ecology as a condition of permit coverage, the SWMP shall be developed and implemented in accordance with the schedules contained in this Section and shall be fully developed and implemented no later than four and one-half years from the initial permit coverage date. Secondary Permittees that are already implementing some or all of the required SWMP components shall continue implementation of those components.
4. Secondary Permittees may implement parts of their SWMP in accordance with the schedule for cities, towns, and counties in S5, provided they have signed a memorandum of understanding or other agreement to jointly implement the activity or activities with one or more jurisdictions listed in S1.D.2.a or S1.D.2.b, and submitted a copy of the agreement to Ecology.
5. Each Secondary Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall include a description of program activities for the upcoming calendar year.

**B.** Coordination

Secondary Permittees shall coordinate stormwater-related policies, programs and projects within a watershed and interconnected MS4s. Where relevant and appropriate, the SWMP shall coordinate among departments of the Secondary Permittee to ensure compliance with the terms of this Permit.

**C. Legal Authority**

To the extent allowable under state law and federal law, each Secondary Permittee shall be able to demonstrate that they can operate pursuant to legal authority which authorizes or enables the Secondary Permittee to control discharges to and from MS4s owned or operated by the Secondary Permittee.

This legal authority may be a combination of statutes, ordinances, permits, contracts, orders, interagency agreements, or similar instruments.

**D. Stormwater Management Program for Secondary Permittees**

The SWMP for Secondary Permittees shall include the following components:

**1. Public Education and Outreach**

Each Secondary Permittee shall implement the following stormwater education strategies:

- a. Storm drain inlets owned or operated by the Secondary Permittee that are located in maintenance yards, in parking lots, along sidewalks, and at pedestrian access points shall be clearly labeled with a message similar to “Dump no waste – Drains to waterbody.”<sup>25</sup>

As identified during visual inspection and regular maintenance of storm drain inlets per the requirements of S6.D.3.d and S6.D.6.a.i below, or as otherwise reported to the Secondary Permittee, any inlet having a label that is no longer clearly visible and/or easily readable shall be re-labeled within 90 days.

- b. Each year beginning no later than three years from the initial date of permit coverage, public ports, colleges, and universities shall distribute educational information to tenants and residents on the impact of stormwater discharges on receiving waters, and steps that can be taken to reduce pollutants in stormwater runoff. Distribution may be by hard copy or electronic means. Appropriate topics may include:
  - i. How stormwater runoff affects local water bodies.
  - ii. Proper use and application of pesticides and fertilizers.
  - iii. Benefits of using well-adapted vegetation.
  - iv. Alternative equipment washing practices, including cars and trucks that minimize pollutants in stormwater.
  - v. Benefits of proper vehicle maintenance and alternative transportation choices; proper handling and disposal of vehicle wastes, including the location of hazardous waste collection facilities in the area.
  - vi. Hazards associated with illicit connections and illicit discharges.
  - vii. Benefits of litter control of pet waste.

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<sup>25</sup> New Secondary Permittees shall label all inlets as described in S6.D.1.a no later than four years from the initial date of permit coverage.



## 2. Public Involvement and Participation

Each year, no later than May 31, each Secondary Permittee shall:

- a. Make the annual report available on the Permittee's website.
- b. Make available on the Permittee's website, the latest updated version of the SWMP Plan.
- c. A Secondary Permittee that does not maintain a website may submit the updated SWMP Plan and annual report in electronic format to Ecology for posting on Ecology's website.

## 3. Illicit Discharge Detection and Elimination

Each Secondary Permittee shall:

- a. From the initial date of permit coverage, comply with all relevant ordinances, rules, and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern non-stormwater discharges.
- b. Implement appropriate policies prohibiting illicit discharges,<sup>26</sup> and an enforcement plan to ensure compliance with illicit discharge policies.<sup>27</sup> These policies shall address, at a minimum: illicit connections, non-stormwater discharges, including spills of hazardous materials, and improper disposal of pet waste and litter.
  - i. Allowable discharges: The policies do not need to prohibit the following categories of non-stormwater discharges:
    - (a) Diverted stream flows
    - (b) Rising groundwaters
    - (c) Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20))
    - (d) Uncontaminated pumped groundwater
    - (e) Foundation drains.
    - (f) Air conditioning condensation
    - (g) Irrigation water from agricultural sources that is commingled with urban stormwater
    - (h) Springs
    - (i) Uncontaminated water from crawl space pumps
    - (j) Footing drains
    - (k) Flows from riparian habitats and wetlands
    - (l) Discharges from emergency firefighting activities in accordance with *S2 – Authorized Discharges*
    - (m) Non-stormwater discharges authorized by another NPDES or state waste discharge permit

<sup>26</sup> New Secondary Permittees shall develop and implement appropriate policies prohibiting illicit discharges, and identify possible enforcement mechanisms as described in S6.D.3.b no later than one year from the initial date of permit coverage.

<sup>27</sup> New Secondary Permittees shall develop and implement an enforcement plan as described in S6.D.3.b no later than 18 months from the initial date of permit coverage.

Len: Note same requirement for fire hydrant flushing as described in (b) above.

ii. Conditionally allowable discharges: The policies may allow the following categories of non-stormwater discharges only if the stated conditions are met and such discharges are allowed by local codes:

- (a) Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line flushing,
- (b) Fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4.
- (c) Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities and water conservation efforts conducted by the Secondary Permittee and/or the local jurisdiction.
- (d) Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
- (e) Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Secondary Permittee shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts conducted by the Secondary Permittee and/or the local jurisdiction. To avoid washing pollutants into the MS4, the Secondary Permittee shall minimize the amount of street wash and dust control water used.
- (f) Other non-stormwater discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee which addresses control of such discharges.

iii. The Secondary Permittee shall address any category of discharges in (i) or (ii), above, if the discharge is identified as a significant source of pollutants to waters of the State.

- c. Maintain a storm sewer system map showing the locations of all known MS4 outfalls and discharge points, labeling the receiving waters (other than groundwater) and delineating the areas contributing runoff to each outfall and discharge point. Make the map (or completed portions of the map) available on request to Ecology and to the extent appropriate, to other Permittees. The preferred format for mapping is an electronic format with fully described mapping standards.<sup>28</sup>
- d. Conduct field inspections and visually inspect for illicit discharges at all known MS4 outfalls and discharge points. Visually inspect at least one third (on average) of all known outfalls and discharge points each year beginning no later than two years from

<sup>28</sup> New Secondary Permittees shall meet the requirements of S6.D.3.c no later than four and one-half years from the initial date of permit coverage.

the initial date of permit coverage. Implement procedures to identify and remove any illicit discharges. Keep records of inspections and follow-up activities.

- e. Implement a spill response plan that includes coordination with a qualified spill responder.<sup>29</sup>
- f. No later than two years from initial date of permit coverage, provide staff training or coordinate with existing training efforts to educate staff on proper BMPs for preventing illicit discharges, including spills. Train all Secondary Permittee staff who, as part of their normal job responsibilities, have a role in preventing such illicit discharges.

#### **4. Construction Site Stormwater Runoff Control**

From the initial date of permit coverage, each Secondary Permittee shall:

- a. Comply with all relevant ordinances, rules, and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern construction phase stormwater pollution prevention measures.
- b. Ensure that all construction projects under the functional control of the Secondary Permittee which require a construction stormwater permit obtain coverage under the *NPDES Construction Stormwater General Permit* or an individual NPDES permit prior to discharging construction related stormwater.
- c. Coordinate with the local jurisdiction regarding projects owned or operated by other entities which discharge into the Secondary Permittee's MS4, to assist the local jurisdiction with achieving compliance with all relevant ordinances, rules, and regulations of the local jurisdiction(s).
- d. Provide training or coordinate with existing training efforts to educate relevant staff in erosion and sediment control BMPs and requirements, or hire trained contractors to perform the work.
- e. Coordinate as requested with Ecology or the local jurisdiction to provide access for inspection of construction sites or other land disturbances which are under the functional control of the Secondary Permittee during land disturbing activities and/or construction period.

#### **5. Post-Construction Stormwater Management for New Development and Redevelopment**

From the initial date of permit coverage, each Secondary Permittee shall:

- a. Comply with all relevant ordinances, rules and regulations of the local jurisdiction(s) in which the Secondary Permittee is located that govern post-construction stormwater pollution prevention measures.
- b. Coordinate with the local jurisdiction regarding projects owned or operated by other entities which discharge into the Secondary Permittee's MS4, to assist the local jurisdiction with achieving compliance with all relevant ordinances, rules and regulations of the local jurisdiction(s).

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<sup>29</sup> New Secondary Permittees shall develop and implement a spill response plan as described in S6.D.3.e no later than four and one-half years from the initial date of permit coverage.

## 6. Pollution Prevention and Good Housekeeping for Municipal Operations

Each Secondary Permittee shall:

- a. Implement a municipal operation and maintenance (O&M) plan to minimize stormwater pollution from activities conducted by the Secondary Permittee. The O&M Plan shall include appropriate pollution prevention and good housekeeping procedures for all of the following operations, activities, and/or types of facilities that are present within the Secondary Permittee's boundaries and under the functional control of the Secondary Permittee.<sup>30</sup>

- i. *Stormwater collection and conveyance systems*, including catch basins, stormwater pipes, open channels, culverts, and stormwater treatment and flow control BMPs/facilities. The O&M Plan shall address, at a minimum: scheduled inspections and maintenance activities, including cleaning and proper disposal of waste removed from the system. Secondary Permittees shall properly maintain stormwater collection and conveyance systems owned or operated by the Secondary Permittee and annually inspect and maintain all stormwater facilities to ensure facility function.

Secondary Permittees shall establish maintenance standards that are as protective or more protective of facility function than those specified in *Stormwater Management Manual for Western Washington*. Secondary Permittees shall review their maintenance standards to ensure they are consistent with the requirements of this Section.

Secondary Permittees shall conduct spot checks of potentially damaged permanent stormwater treatment and flow control BMPs/facilities following major storm events (24-hour storm event with a 10-year or greater recurrence interval).

- ii. *Roads, highways, and parking lots*. The O&M Plan shall address, but is not limited to: deicing, anti-icing, and snow removal practices; snow disposal areas; material (e.g., salt, sand, or other chemical) storage areas; all-season BMPs to reduce road and parking lot debris and other pollutants from entering the MS4.
- iii. *Vehicle fleets*. The O&M Plan shall address, but is not limited to: storage, washing, and maintenance of Secondary Permittee vehicle fleets; and fueling facilities. Secondary Permittees shall conduct all vehicle and equipment washing and maintenance in a self-contained covered building or in designated wash and/or maintenance areas.
- iv. *External building maintenance*. The O&M Plan shall address, building exterior cleaning and maintenance including cleaning, washing, painting; and maintenance and management of dumpsters; and other maintenance activities.
- v. *Parks and open space*. The O&M Plan shall address, but is not limited to: proper application of fertilizer, pesticides, and herbicides; sediment and erosion control; BMPs for landscape maintenance and vegetation disposal; and trash and pet waste management.

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<sup>30</sup> New Secondary Permittees shall develop and implement the operation and maintenance plan described in S6.D.6.a no later than three years from initial date of permit coverage.

- vi. *Material storage facilities and heavy equipment maintenance or storage yards.* Secondary Permittees shall develop and implement a Stormwater Pollution Prevention Plan to protect water quality at each of these facilities owned or operated by the Secondary Permittee and not covered under the *Industrial Stormwater General Permit* or under another NPDES permit that authorizes stormwater discharges associated with the activity.
- vii. *Other facilities* that would reasonably be expected to discharge contaminated runoff. The O&M Plan shall address proper stormwater pollution prevention practices for each facility.
- b. From the initial date of permit coverage, Secondary Permittees shall also have permit coverage for all facilities operated by the Secondary Permittee that are required to be covered under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes discharges associated with the activity.
- c. The O&M Plan shall include sufficient documentation and records as necessary to demonstrate compliance with the O&M Plan requirements in S6.D.6.a(i) through (vii), above.
- d. No later than three years from the initial date of permit coverage, Secondary Permittees shall implement a program designed to train all employees whose primary construction, operations, or maintenance job functions may impact stormwater quality. The training shall address:
  - i. The importance of protecting water quality.
  - ii. The requirements of this Permit.
  - iii. Operation and maintenance requirements.
  - iv. Inspection procedures.
  - v. Ways to perform their job activities to prevent or minimize impacts to water quality.
  - vi. Procedures for reporting water quality concerns, including potential illicit discharges (including spills).

## **S7. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS**

The following requirements apply if an applicable TMDL is approved for stormwater discharges from MS4s owned or operated by the Permittee. Applicable TMDLs are TMDLs which have been approved by EPA on or before the issuance date of this Permit or prior to the date that Ecology issues coverage under this Permit, whichever is later.

- A.** For applicable TMDLs listed in Appendix 2, affected Permittees shall comply with the specific requirements identified in Appendix 2. Each Permittee shall keep records of all actions required by this Permit that are relevant to applicable TMDLs within their jurisdiction. The status of the TMDL implementation shall be included as part of the annual report submitted to Ecology. Each annual report shall include a summary of relevant SWMP and Appendix 2 activities conducted in the TMDL area to address the applicable TMDL parameter(s).

- B.** For applicable TMDLs not listed in Appendix 2, compliance with this Permit shall constitute compliance with those TMDLs.
- C.** For TMDLs that are approved by EPA after this Permit is issued, Ecology may establish TMDL related permit requirements through future permit modification if Ecology determines implementation of actions, monitoring, or reporting necessary to demonstrate reasonable further progress toward achieving TMDL waste load allocations, and other targets, are not occurring and shall be implemented during the term of this Permit or when this Permit is reissued. Permittees are encouraged to participate in development of TMDLs within their jurisdiction and to begin implementation.

## **S8. MONITORING AND ASSESSMENT**

- A.** Regional Status and Trends Monitoring
  - 1.** All Permittees that chose S8.B Status and Trends Monitoring Option #1 in the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall make a one-time payment into the collective fund to implement regional small streams and marine nearshore areas status and trends monitoring in Puget Sound. This payment is due on or before December 1, 2019. Submit payment according to Section S8.D, below.
  - 2.** All City and County Permittees covered under the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), except the Cities of Aberdeen and Centralia, shall notify Ecology in writing which of the following two options for regional status and trends monitoring (S8.A.2.a or S8.A.2.b) the Permittee chooses to carry out during this permit term. The written notification with G19 signature is due to Ecology no later than December 1, 2019.
    - a. Make annual payments into a collective fund to implement regional receiving water status and trends monitoring of either: small streams and marine nearshore areas in Puget Sound; or, urban streams in Clark and Cowlitz Counties in the Lower Columbia River basin, depending on the Permittee's location. The annual payments into the collective fund are due on or before August 15 each year beginning in 2020. Submit payments according to Section S8.D, below.

**Or**

    - b. Conduct stormwater discharge monitoring per the requirements in S8.C.

Either option will fully satisfy the Permittee's obligations under this Section (S8.A.2). Each Permittee shall select a single option for this permit term.
- B.** Stormwater Management Program (SWMP) Effectiveness and Source Identification Studies
  - 1.** All Permittees that chose S8.C Effectiveness Studies Option #1 in the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall make a one-time payment into the collective fund to implement effectiveness studies and source identification studies. The payment is due on or before December 1, 2019. Submit payment according to Section S8.D, below.

2. All City and County Permittees covered under the *Phase II Western Washington Municipal Stormwater Permit*, August 1, 2013 – July 31, 2018 (extended to July 31, 2019), shall notify Ecology in writing which of the following two options (S8.B.2.a or S8.B.2.b) for effectiveness and source identification studies the Permittee chooses to carry out during this permit term. The written notification with G19 signature is due to Ecology no later than December 1, 2019.

- a. Make annual payments into a collective fund to implement effectiveness and source identification studies. The annual payments into the collective fund are due on or before August 15 each year beginning in 2020. Submit payments according to Section S8.D, below.

**Or**

- b. Conduct stormwater discharge monitoring per the requirements in S8.C.

Either option will fully satisfy the Permittee's obligations under this Section (S8.B.2). Each Permittee shall select a single option for this permit term.

3. All Permittees shall provide information as requested for effectiveness and source identification studies that are under contract with Ecology as active Stormwater Action Monitoring (SAM) projects. These requests will be limited to records of SWMP activities and associated data tracked and/or maintained in accordance with S5 – *Stormwater Management Program for Cities, Towns, and Counties* and/or S9 – *Reporting Requirements*. A maximum of three requests during the permit term from the SAM Coordinator will be transmitted to the Permittee's permit coordinator via Ecology's regional permit manager. The Permittee shall have 90 days to provide the requested information.

**C. Stormwater discharge monitoring.**

1. This Section applies only to Permittees who choose to conduct stormwater discharge monitoring per S8.A.2.b and/or S8.B.2.b in lieu of participation in the regional status and trends monitoring and/or effectiveness and source identification studies. These Permittees shall conduct monitoring in accordance with Appendix 9 and an Ecology-approved Quality Assurance Project Plan (QAPP) as follows:
  - a. Permittees who choose the option to conduct stormwater discharge monitoring for either S8.A.2 or S8.B.2 shall monitor three independent discharge locations.  
  
Permittees who choose the option to conduct stormwater discharge monitoring for both S8.A.2 and S8.B.2 shall conduct this monitoring at a total of six locations; at least four locations shall be independent (one location may be nested in another basin).
  - b. No later than February 1, 2020, each Permittee shall submit to Ecology a draft stormwater discharge monitoring QAPP for review and approval. The QAPP shall be prepared in accordance with the requirements in Appendix 9. The final QAPP shall be submitted to Ecology for approval as soon as possible following finalization, and before August 15, 2020 or within 60 days of receiving Ecology's comments on the draft QAPP (whichever is later).
  - c. Flow monitoring shall begin no later than October 1, 2020 or within 30 days of receiving Ecology's approval of the final QAPP (whichever is later). Stormwater discharge monitoring shall be fully implemented no later than October 1, 2021.

- d. Data and analyses shall be reported annually in accordance with the Ecology-approved QAPP. Each Permittee shall enter into the Department's Environmental Information Management (EIM) database all water and solids concentration data collected pursuant to Appendix 9.

**D.** Payments into the collective funds.

1. Each Permittee's S8.A and S8.B payment amounts are listed in Appendix 11 and in the invoices that will be sent to the Permittee approximately three months in advance of each payment due date.
2. Mail payments according to the instructions in the invoice, or via United States Postal Service to:

Department of Ecology Cashiering Unit  
P.O. Box 47611  
Olympia, WA 98405-7611

## **S9. REPORTING REQUIREMENTS**

- A.** No later than March 31 of each year beginning in 2020, each Permittee shall submit an annual report. The reporting period for the annual report will be the previous calendar year unless otherwise specified.

Permittees shall submit annual reports electronically using Ecology's Water Quality Permitting Portal (WQWebPortal) available on Ecology's website.

Permittees unable to submit electronically through Ecology's WQWebPortal shall contact Ecology to request a waiver and obtain instructions on how to submit an annual report in an alternative format.

- B.** Each Permittee is required to keep all records related to this Permit and the SWMP for at least five years.
- C.** Each Permittee shall make all records related to this Permit and the Permittee's SWMP available to the public at reasonable times during business hours. The Permittee will provide a copy of the most recent annual report to any individual or entity, upon request.
1. A reasonable charge may be assessed by the Permittee for making photocopies of records.
  2. The Permittee may require reasonable advance notice of intent to review records related to this Permit.

- D.** The annual report for cities, towns, and counties

Each annual report shall include the following:

1. A copy of the Permittee's current SWMP Plan, as required by S5.A.2.
2. Submittal of the annual report form as provided by Ecology pursuant to S9.A, describing the status of implementation of the requirements of this Permit during the reporting period.



3. Attachments to the annual report form including summaries, descriptions, reports, and other information as required, or as applicable, to meet the requirements of this Permit during the reporting period, or as a required submittal. Refer to Appendix 3 for annual report questions.<sup>31</sup>
4. If applicable, notice that the MS4 is relying on another governmental entity to satisfy any of the obligations under this Permit.
5. Certification and signature pursuant to G19.D, and notification of any changes to authorization pursuant to G19.C.
6. A notification of any annexations, incorporations or jurisdictional boundary changes resulting in an increase or decrease in the Permittee's geographic area of permit coverage during the reporting period.

**E. Annual report for Secondary Permittees**

Each annual report shall include the following:

1. Submittal of the annual report form as provided by Ecology pursuant to S9.A, describing the status of implementation of the requirements of this Permit during the reporting period.
2. Attachments to the annual report form including summaries, descriptions, reports, and other information as required, or as applicable, to meet the requirements of this Permit during the reporting period. Refer to Appendix 4 for annual report questions.
3. If applicable, notice that the MS4 is relying on another governmental entity to satisfy any of the obligations under this Permit.
4. Certification and signature pursuant to G19.D, and notification of any changes to authorization pursuant to G19.C.
5. A notification of any jurisdictional boundary changes resulting in an increase or decrease in the Secondary Permittee's geographic area of permit coverage during the reporting period.

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<sup>31</sup> New Permittees refer to Appendix 5 for annual report questions.

## GENERAL CONDITIONS

### G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this Permit shall be consistent with the terms and conditions of this Permit.

### G2. PROPER OPERATION AND MAINTENANCE

The Permittee shall at all times properly operate and maintain all facilities and systems of collection, treatment, and control (and related appurtenances) which are installed or used by the Permittee for pollution control to achieve compliance with the terms and conditions of this Permit.

### G3. NOTIFICATION OF DISCHARGE, INCLUDING SPILLS

If a Permittee has knowledge of a discharge, including spills, into or from a MS4 which could constitute a threat to human health, welfare, or the environment, the Permittee shall:

- A. Take appropriate action to correct or minimize the threat to human health, welfare and/or the environment.
- B. Notify the Ecology regional office and other appropriate spill response authorities immediately but in no case later than within 24 hours of obtaining that knowledge.
- C. Immediately report spills or other discharges which might cause bacterial contamination of marine waters, such as discharges resulting from broken sewer lines and failing onsite septic systems, to the Ecology regional office and to the Department of Health, Shellfish Program.
- D. Immediately report spills or discharges of oils or hazardous substances to the Ecology regional office and to the Washington Emergency Management Division at 1-800-258-5990.

### G4. BYPASS PROHIBITED

The intentional bypass of stormwater from all or any portion of a stormwater treatment BMP whenever the design capacity of the treatment BMP is not exceeded, is prohibited unless the following conditions are met:

- A. Bypass is: (1) unavoidable to prevent loss of life, personal injury, or severe property damage; or (2) necessary to perform construction or maintenance-related activities essential to meet the requirements of the Clean Water Act (CWA); and
- B. There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated stormwater, or maintenance during normal dry periods.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.

## **G5. RIGHT OF ENTRY**

The Permittee shall allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law at reasonable times:

- A.** To enter upon the Permittee's premises where a discharge is located or where any records shall be kept under the terms and conditions of this Permit.
- B.** To have access to, and copy at reasonable cost and at reasonable times, any records that shall be kept under the terms of the Permit.
- C.** To inspect at reasonable times any monitoring equipment or method of monitoring required in the Permit.
- D.** To inspect at reasonable times any collection, treatment, pollution management, or discharge facilities.
- E.** To sample at reasonable times any discharge of pollutants.

## **G6. DUTY TO MITIGATE**

The Permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this Permit which has a reasonable likelihood of adversely affecting human health or the environment.

## **G7. PROPERTY RIGHTS**

This Permit does not convey any property rights of any sort, or any exclusive privilege.

## **G8. COMPLIANCE WITH OTHER LAWS AND STATUTES**

Nothing in the Permit shall be construed as excusing the Permittee from compliance with any other applicable federal, state, or local statutes, ordinances, or regulations.

## **G9. MONITORING**

### **A. Representative Sampling**

Samples and measurements taken to meet the requirements of this Permit shall be representative of the volume and nature of the monitored discharge, including representative sampling of any unusual discharge or discharge condition, including bypasses, upsets, and maintenance-related conditions affecting effluent quality.

### **B. Records Retention**

The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original recordings for continuous monitoring instrumentation, copies of all reports required by this Permit, and records of all data used to complete the application for this Permit, for a period of at least five years. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by the Ecology. On request, monitoring data and analysis shall be provided to Ecology.

### **C. Recording of Results**

For each measurement or sample taken, the Permittee shall record the following information: (1) the date, exact place and time of sampling; (2) the individual who

performed the sampling or measurement; (3) the dates the analyses were performed; (4) who performed the analyses; (5) the analytical techniques or methods used; and (6) the results of all analyses.

**D. Test Procedures**

All sampling and analytical methods used to meet the monitoring requirements in this Permit shall conform to the Guidelines Establishing Test Procedures for the Analysis of Pollutants contained in 40 CFR Part 136, unless otherwise specified in this Permit or approved in writing by Ecology.

**E. Flow Measurement**

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted industry standard for that type of device. Frequency of calibration shall be in conformance with manufacturer's recommendations or at a minimum frequency of at least one calibration per year. Calibration records should be maintained for a minimum of three years.

**F. Lab Accreditation**

All monitoring data, except for flow, temperature, conductivity, pH, total residual chlorine, and other exceptions approved by Ecology, shall be prepared by a laboratory registered or accredited under the provisions of, Accreditation of Environmental Laboratories, Chapter 173-50 WAC. Soils and hazardous waste data are exempted from this requirement pending accreditation of laboratories for analysis of these media by Ecology. Quick methods of field detection of pollutants including nutrients, surfactants, salinity, and other parameters are exempted from this requirement when the purpose of the sampling is identification and removal of a suspected illicit discharge.

**G. Additional Monitoring**

Ecology may establish specific monitoring requirements in addition to those contained in this Permit by administrative order or permit modification.

## **G10. REMOVED SUBSTANCES**

With the exception of decant from street waste vehicles, the Permittee shall not allow collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to be resuspended or reintroduced to the MS4 or to waters of the State. Decant from street waste vehicles resulting from cleaning stormwater facilities may be reintroduced only when other practical means are not available and only in accordance with the Street Waste Disposal Guidelines in Appendix 6. Solids generated from maintenance of the MS4 may be reclaimed, recycled, or reused when allowed by local codes and ordinances. Soils that are identified as contaminated pursuant to Chapter 173-350 WAC shall be disposed at a qualified solid waste disposal facility (see Appendix 6).

## **G11. SEVERABILITY**

The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit shall not be affected thereby.

## **G12. REVOCATION OF COVERAGE**

The director may terminate coverage under this General Permit in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC. Cases where coverage may be terminated include, but are not limited to the following:

- A. Violation of any term or condition of this general permit;
- B. Obtaining coverage under this general permit by misrepresentation or failure to disclose fully all relevant facts;
- C. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge;
- D. A determination that the permitted activity endangers human health or the environment, or contributes significantly to water quality standards violations;
- E. Failure or refusal of the Permittee to allow entry as required in Chapter 90.48.090 RCW;
- F. Nonpayment of permit fees assessed pursuant to Chapter 90.48.465 RCW;

Revocation of coverage under this general permit may be initiated by Ecology or requested by any interested person.

## **G13. TRANSFER OF COVERAGE**

The director may require any discharger authorized by this General Permit to apply for and obtain an individual permit in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC.

## **G14. GENERAL PERMIT MODIFICATION AND REVOCATION**

This General Permit may be modified, revoked and reissued, or terminated in accordance with the provisions of WAC 173-226-230. Grounds for modification, revocation and reissuance, or termination include, but are not limited to the following:

- A. A change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this General Permit;
- B. Effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this General Permit;
- C. A water quality management plan containing requirements applicable to the category of dischargers covered under this General Permit is approved; or
- D. Information is obtained which indicates that cumulative effects on the environment from dischargers covered under this General Permit are unacceptable.
- E. Changes in state law that reference this Permit.

## **G15. REPORTING A CAUSE FOR MODIFICATION OR REVOCATION**

A Permittee who knows or has reason to believe that any activity has occurred or will occur which would constitute cause for modification or revocation and reissuance under General Condition G12, G14, or 40 CFR 122.62 must report such plans, or such information, to Ecology so that a decision can be made on whether action to modify, or revoke and reissue this Permit will be

required. Ecology may then require submission of a new or amended application. Submission of such application does not relieve the Permittee of the duty to comply with this Permit until it is modified or reissued.

#### **G16. APPEALS**

- A.** The terms and conditions of this General Permit, as they apply to the appropriate class of dischargers, are subject to appeal within thirty days of issuance of this General Permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.
- B.** The terms and conditions of this General Permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within thirty days of the effective date of coverage of that discharger. Consideration of an appeal of General Permit coverage of an individual discharger is limited to the General Permit's applicability or nonapplicability to that individual discharger.
- C.** The appeal of General Permit coverage of an individual discharger does not affect any other dischargers covered under this General Permit. If the terms and conditions of this General Permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits.
- D.** Modifications of this Permit are appealable in accordance with Chapter 43.21B RCW and Chapter 173-226 WAC.

#### **G17. PENALTIES**

40 CFR 122.41(a)(2) and (3), 40 CFR 122.41(j)(5), and 40 CFR 122.41(k)(2) are hereby incorporated into this Permit by reference.

#### **G18. DUTY TO REAPPLY**

The Permittee shall apply for permit renewal at least 180 days prior to the specified expiration date of this Permit.

#### **G19. Certification and Signature**

All formal submittals to Ecology shall be signed and certified.

- A.** All permit applications shall be signed by either a principal executive officer or ranking elected official.
- B.** All formal submittals required by this Permit shall be signed by a person described, above, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
  - 1. The authorization is made in writing by a person described, above, and submitted to Ecology, and
  - 2. The authorization specifies either an individual or a position having responsibility for the overall development and implementation of the stormwater management program. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)

- C. Changes to authorization. If an authorization under condition G19.B.2 is no longer accurate because a different individual or position has responsibility for the overall development and implementation of the stormwater management program, a new authorization satisfying the requirements of condition G19.B.2 must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Certification. Any person signing a formal submittal under this Permit shall make the following certification:

“I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that Qualified Personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for willful violations.”

### G20. Non-compliance notification

In the event a Permittee is unable to comply with any of the terms and conditions of this Permit, the Permittee must:

- A. Notify Ecology of the failure to comply with the permit terms and conditions in writing within 30 days of becoming aware that the non-compliance has occurred. The written notification must include all of the following:
  1. A description of the non-compliance, including dates.
  2. Beginning and end dates of the non-compliance, and if the compliance has not been corrected, the anticipated date of correction.
  3. Steps taken or planned to reduce, eliminate, or prevent reoccurrence of the non-compliance.
- B. Take appropriate action to stop or correct the condition of non-compliance.

### G21. UPSETS

Permittees must meet the conditions of 40 CFR 122.41(n) regarding “Upsets.” The conditions are as follows:

- A. **Definition.** “Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. **Effect of an upset.** An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (C) of this condition are met. Any determination made during administrative

review of claims that noncompliance was caused by upset, and before an action for noncompliance, will not constitute final administrative action subject to judicial review.

- C. *Conditions necessary for demonstration of upset.*** A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
1. An upset occurred and that the Permittee can identify the cause(s) of the upset;
  2. The permitted facility was at the time being properly operated; and
  3. The Permittee submitted notice of the upset as required in 40 CFR 122.41(l)(6)(ii)(B) (24-hour notice of noncompliance).
  4. The Permittee complied with any remedial measures required under 40 CFR 122.41(d) (Duty to Mitigate).
- D. *Burden of proof.*** In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.



## DEFINITIONS AND ACRONYMS

This Section includes definitions for terms used in the body of the Permit and in all the appendices except Appendix 1. Terms defined in Appendix 1 are necessary to implement requirements related to Appendix 1.

**40 CFR** means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**AKART** means All Known, Available, and Reasonable methods of prevention, control and Treatment. See also State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

**All Known, Available and Reasonable Methods of Prevention, Control and Treatment (AKART)** refers to the State Water Pollution Control Act, Chapter 90.48.010 RCW and Chapter 90.48.520 RCW.

**Applicable TMDL** means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

**Beneficial Uses** means uses of waters of the State, which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the State.

**Best Management Practices** are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

**BMP** means Best Management Practice.

**Bypass** means the diversion of stormwater from any portion of a stormwater treatment facility.

**Circuit** means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

**Component or Program Component** means an element of the Stormwater Management Program listed in S5 - *Stormwater Management Program for Cities, Towns, and Counties*, or S6 – *Stormwater Management Program for Secondary Permittees*, or S7 – *Compliance with Total Maximum Daily Load Requirements*, or S8 – *Monitoring and Assessment*, of this Permit.

**Community-based social marketing** is a social marketing methodology. It employs a systematic approach intended to change the behavior of communities to reduce their impact on the environment. Realizing that providing information is usually not sufficient to initiate behavior change, community-based social marketing uses tools and findings from social psychology to discover the perceived barriers to behavior change and ways of overcoming these barriers.

**Conveyance System** means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

**Co-Permittee** means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this Permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1).

**CWA** means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 *et seq.*).

**Director** means the Director of the Washington State Department of Ecology, or an authorized representative.

**Discharge Point** means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

**Entity** means a governmental body, or a public or private organization.

**EPA** means the U.S. Environmental Protection Agency.

**Fully Stabilized** means the establishment of a permanent vegetative cover, or equivalent permanent stabilization measures (such as riprap, gabions or geotextiles) which prevents erosion.

**General Permit** means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

**Groundwater** means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to Chapter 173-200 WAC.

**Hazardous Substance** means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

**Heavy Equipment Maintenance or Storage Yard** means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

**Highway** means a main public road connecting towns and cities.

**Hydraulically Near** means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

**Hyperchlorinated** means water that contains more than 10 mg/Liter chlorine.

**Illicit Connection** means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

**Illicit Discharge** means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this Permit (S5.C.5 and S6.D.3).

**Impervious Surface** means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

**Land Disturbing Activity** means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

**LID** means Low Impact Development.

**LID BMP** means Low Impact Development Best Management Practices.

**LID Principles** means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

**Low Impact Development (LID)** means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

**Low Impact Development Best Management Practices (LID BMP)** means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

**Material Storage Facilities** means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

**Maximum Extent Practicable** refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

**MEP** means Maximum Extent Practicable.

**MS4** means Municipal Separate Storm Sewer System.

**Municipal Separate Storm Sewer System** means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

**National Pollutant Discharge Elimination System** means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

**Native Vegetation** means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

**New Development** means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in Chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

**New Permittee** means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to July 1, 2019.

**New Secondary Permittee** means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to July 1, 2019.

**NOI** means Notice of Intent.

**Notice of Intent (NOI)** means the application for, or a request for coverage under, a General Permit pursuant to WAC 173-226-200.

**Notice of Intent for Construction Activity** means the application form for coverage under the *Construction Stormwater General Permit*.

**Notice of Intent for Industrial Activity** means the application form for coverage under the *Industrial Stormwater General Permit*.

**NPDES** means National Pollutant Discharge Elimination System.

**Outfall** means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

**Overburdened Community** means minority, low-income, tribal, or indigenous populations or geographic locations in Washington State that potentially experience disproportionate environmental harms and risks. This disproportionality can be as a result of greater vulnerability to environmental hazards, lack of opportunity for public participation, or other factors. Increased vulnerability may be attributable to an accumulation of negative or lack of positive environmental, health, economic, or social conditions within these populations or places. The term describes situations where multiple factors, including both environmental and socio-economic stressors, may act cumulatively to affect health and the environment and contribute to persistent environmental health disparities.

**Permittee** unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

**Physically Interconnected** means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

**Project site** means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

**QAPP** means Quality Assurance Project Plan.

**Qualified Personnel** means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

**Quality Assurance Project Plan** means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

**RCW** means the Revised Code of Washington State.

**Receiving Waterbody or Receiving Waters** means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or groundwater, to which a MS4 discharges.

**Redevelopment** means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

**Regulated Small Municipal Separate Storm Sewer System** means a Municipal Separate Storm Sewer System which is automatically designated for inclusion in the Phase II stormwater permitting program by

its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

**Runoff** is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “**Stormwater**.”

**SAM** means Stormwater Action Monitoring

**Secondary Permittee** is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

**Sediment/Erosion-Sensitive Feature** means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

**Shared Water Bodies** means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

**Significant Contributor** means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

**Small Municipal Separate Storm Sewer System** means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

**Source Control BMP** means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The SWMMWW separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

**Stormwater** means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

**Stormwater Action Monitoring (SAM)** is the regional stormwater monitoring program for Western Washington. This means, for all of Western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and source identification projects. The priorities and scope for SAM are set by a formal stakeholder group that selects the studies and oversees the program’s administration.

**Stormwater Associated with Industrial and Construction Activity** means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

**Stormwater facility retrofits** means both: projects that retrofit existing treatment and/or flow control facilities; and new flow control or treatment facilities or BMPs that will address impacts from existing development.

**Stormwater Management Program (SWMP)** means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns, and counties) or S6 (for Secondary Permittees) of this Permit and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 – *Compliance with TMDL Requirements*, and S8– *Monitoring and Assessment*.

**Stormwater Treatment and Flow Control BMPs/Facilities** means detention facilities, permanent treatment BMPs/facilities; and bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

**Surface Waters** includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the State of Washington.

**SWMMWW or Stormwater Management Manual for Western Washington** means *Stormwater Management Manual for Western Washington (2019)*.

**SWMP** means Stormwater Management Program.

**TMDL** means Total Maximum Daily Load.

**Total Maximum Daily Load (TMDL)** means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs.

**Tributary Conveyance** means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

**UGA** means Urban Growth Area.

**Urban Growth Area (UGA)** means those areas designated by a county pursuant to RCW 36.70A.110.

**Urbanized Area** is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

**Vehicle Maintenance or Storage Facility** means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

**Water Quality Standards** means Surface Water Quality Standards, Chapter 173-201A WAC, Groundwater Quality Standards, Chapter 173-200 WAC, and Sediment Management Standards, Chapter 173-204 WAC.

**Waters of the State** includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in

Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

**Waters of the United States** refers to the definition in 40 CFR 122.2.



# 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."





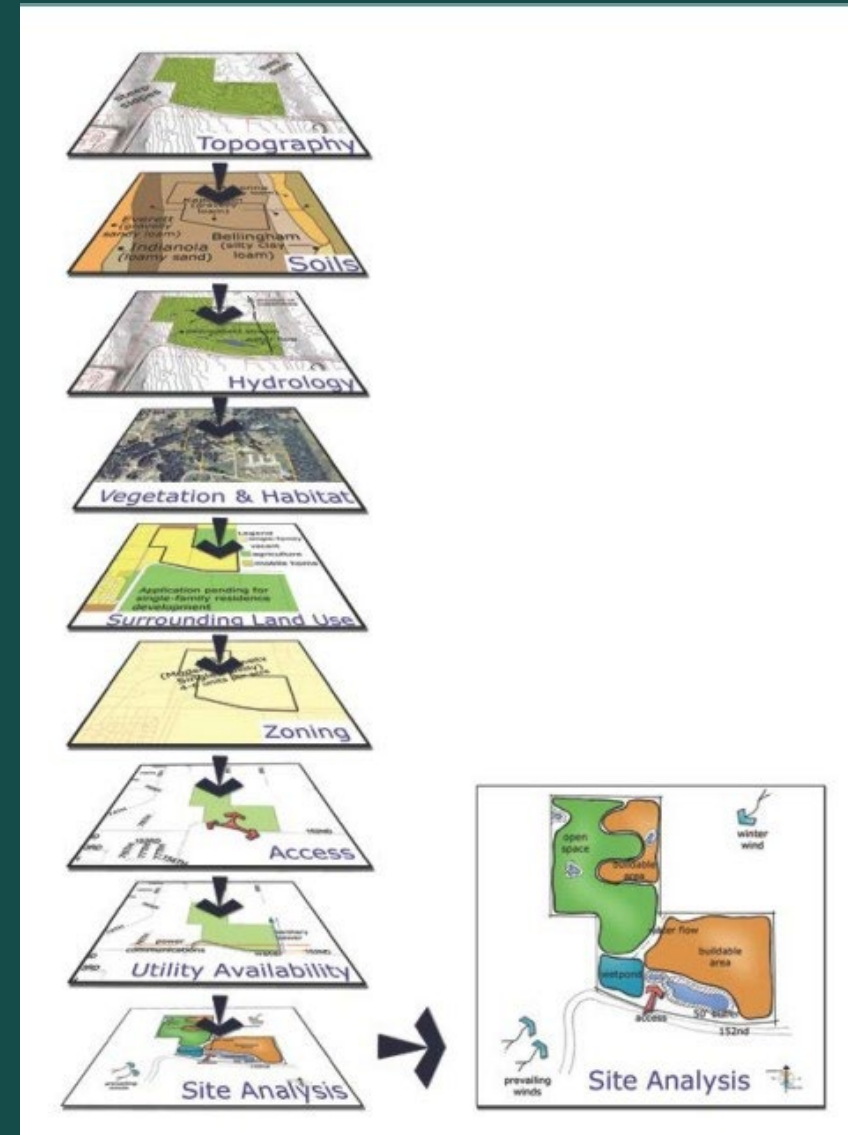
# What is LID?

- 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

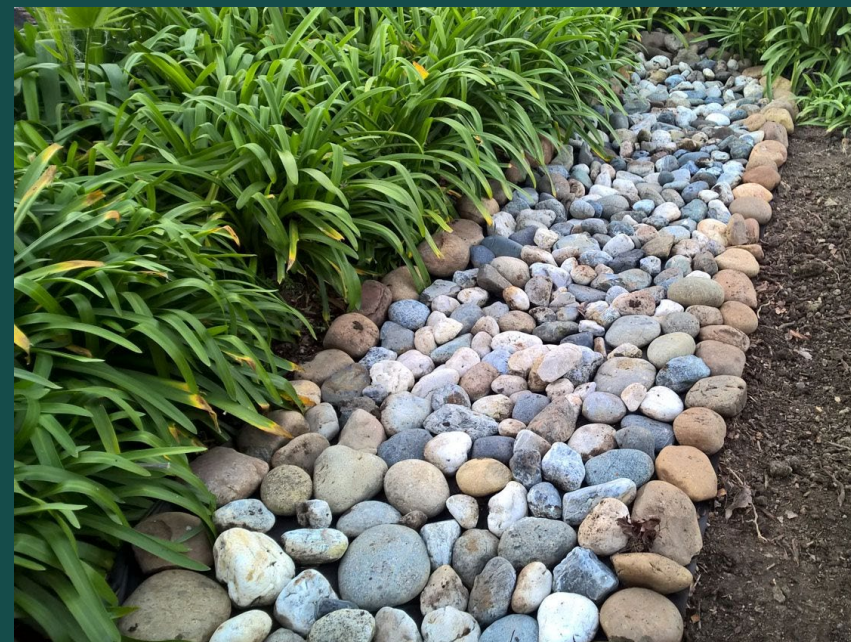


# Conventional Stormwater Detention Pond

- 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 F3)

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 adopt Resolution No. 1302-1123 as presented"*.

**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 5<sup>th</sup> 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.

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#### **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

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

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

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 vactor 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  
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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**

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

### **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) <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) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrc.gov](http://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  
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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.

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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](mailto: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.

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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.

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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.

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## 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

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- 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.

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## 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.



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## 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

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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 F4)

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

Department: Public Works

Presented By: Aaron Nix, MPA, 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 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. As this project is a very technical water system improvement, Staff recommends utilizing Gray and Osborne construction staffing in order to provide construction management services to complete this 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 are 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
<b>Total Project Costs</b>	<b>\$</b>		<b>2,732,039.70</b>

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:**

Staff recommends a motion: "I move to adopt Resolution No.1301-1123 as presented".

**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 5<sup>th</sup> day of December 2023 and **PASSED** by the City Council at its regular meeting held on this 19<sup>th</sup> day of December 2023.

ATTEST:

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Mayor Onisko

---

City Clerk Nault

**AMENDMENT NO. 04  
TO  
PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the City of Shelton entered into a Professional Services Agreement with Gray & Osborne, Inc. executed on September 4, 2018 and identified as Well 1 Rehab Project Design Services; and

WHEREAS, the Consultant has completed design of the Project and construction of the Project is ready to commence; and

WHEREAS, the Consultant has submitted a proposal to the City to provide construction assistance during construction of the project; and

WHEREAS, the City finds that Gray & Osborne, Inc. is the most knowledgeable and capable firm to complete this needed effort and has agreed to accept their proposal.

NOW THEREFOR, all provisions in the basic agreement remain in effect except as expressly modified by this amendment and agreed upon as follows:

1. Section 1 *Scope of Services to be Performed by Consultant*, shall be amended to include the scope of work defined in Exhibit A-4, attached hereto and incorporated herein by this reference.
2. The Contract value identified in Section 6 *Compensation and Method of Payment*, shall be increased by \$289,860 for a new total Contract value of \$537,800. The estimated hours for services are defined in Exhibit B-4, at rates not to exceed those identified in Exhibit C, both of which are attached hereto and incorporated herein by this reference.
3. The following paragraph is added to Section 6 *Compensation and Method of Payment*:  
Consultant may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit D or such expenses as are approved for reimbursement by the City's Contract Manager, in writing, prior to the expense being incurred. Expenses not specifically identified in Exhibit D may not be reimbursed unless prior written approval has been obtained from the City. An expense shall not be reimbursed if: 1) the expense is not identified in Exhibit D; 2) the expense would exceed the contract value identified in Section 5; or 3) the expense was not approved in writing by the City's Contract Manager, or an authorized City representative, prior to the Consultant incurring the expense.
4. New Exhibit D – Reimbursable Expenses, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties enter into this Amendment. DATED this 19th day of December 2023

CITY OF SHELTON

GRAY & OSBORNE, INC.

\_\_\_\_\_  
Mark Ziegler, City Manager

\_\_\_\_\_  
Michael B. Johnson, P.E., President

**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 4 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 IRS 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.

## EXHIBIT "C"

### GRAY & OSBORNE, INC.

#### PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES\* THROUGH JUNE 15, 2024\*\*

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 65.00	to	\$175.00
Electrical Engineer	\$125.00	to	\$225.00
Structural Engineer	\$120.00	to	\$220.00
Environmental Technician/Specialist	\$ 95.00	to	\$170.00
Engineer-In-Training	\$100.00	to	\$180.00
Civil Engineer	\$115.00	to	\$180.00
Project Engineer	\$125.00	to	\$185.00
Project Manager	\$140.00	to	\$245.00
Principal-in-Charge	\$150.00	to	\$245.00
Resident Engineer	\$125.00	to	\$190.00
Field Inspector	\$100.00	to	\$185.00
Field Survey (2 Person)***	\$180.00	to	\$310.00
Field Survey (3 Person)***	\$300.00	to	\$425.00
Professional Land Surveyor	\$125.00	to	\$200.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

# Exhibit D – Reimbursable Expenses

Reimbursable expenses for Consultants/Contractors and Sub-Consultants/Sub-Contractors working for the City of Shelton shall follow the guidelines outlined below, unless otherwise specified in the Agreement. All reimbursable expenses will be billed at the actual direct cost, unless otherwise indicated below.

Expense Type	Reimbursement Policies	Documentation Required	Pre- Approval Required?*
Hotel	Lodging reimbursement is limited to the current GSA per-diem daily lodging rate allowance for Mason County plus tax ( <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> ). The City does not reimburse for in-room purchases, laundry, or any other incidentals. The City will not reimburse extra booking fees or related charges.	Itemized Receipt from check out – Booking receipts will not be accepted	Yes
Airfare	Based on the most economical flights with reasonable routing. Business class and first class are not reimbursable. Baggage fees are limited to one bag per person.	Receipt	Yes
Airport Shuttle/ Taxi/Rideshare	Actual expense, may include a customary gratuity.	Receipt	Automatic when airfare approved
Rental Car	Reimbursement for rental cars will be for a standard size car or smaller and reimbursed for the actual expense.	Receipt	Yes
Ferry Service	Only if required for travel between the local office and the City office/site. If other modes & routes are available, the cheaper route and mode shall be utilized.	Receipt	No
Privately-Owned or Company Car	Mileage shall be calculated from the actual local office or office identified below and reimbursed at the IRS allowable rate for the current year.	Printed Map w/ Mileage	No
Zipcar/Similar Service	The City will reimburse contractual car rental fees to the extent they do not exceed the comparable mileage rate reimbursement.	Receipt & Printed Map	No
Tolls	Only if required for travel between the local office and the City office/site. If other non-toll routes are possible, the cheapest route shall be utilized.	Good to Go or other statement	No
Meals	Meal reimbursement is limited to the current GSA per-diem meal allowance, and only allowed when consultant travels overnight or at least 150 miles per one-way trip. <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>	Itemized Receipt - Identify Person(s), Meal Type, and Dates of Travel	Yes
Courier or Parcel Services	Reimbursable only if required to fulfill a request of the City. Does not include routine correspondence.	Receipt	No
Printing, copying	Reimbursement will be allowed for documents that are to be provided to the owner or provided to an outside entity on behalf of the owner, only. Prints/copies of documents used by the Consultant/Contractor to perform normal services and not provided to the City are not reimbursable.	Receipt	No
Sub-Consultants/ Sub-Contractors	Up to 5% markup allowed unless grant/funding guidelines prohibit. All subs are subject to these reimbursement guidelines. Sub-Consultants hired to perform basic services required by the Contract are not eligible for reimbursement.	Sub-Invoices	Yes

\* Pre-approval means an approval in writing from the Contract Manager prior to the cost(s) being incurred. Documentation of approval shall be included with the invoice.

Office Address Mileage will be calculated from: 2102 Carriage Drive SW, Building I  
Olympia, Washington 98502



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F5)

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

Department: **Executive**  
Presented By: **Mark Ziegler, City Manager**

### 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 approve the contract with Gunderson Law Firm for prosecutorial services and authorize the City Manager to sign on behalf of the City".

## **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 insurance<sup>3</sup> 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 F6)**

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

Department: **Executive**  
Presented By: **Mark Ziegler, City Manager**

**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 approve Resolution No. 1303-1123 as presented".

**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 5<sup>th</sup> 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

<b>1. Grantee</b> City of Shelton 525 W. Cota Street Shelton, WA 98584	<b>2. Grantee Representative</b> Mark Ziegler City Manager 525 W. Cota Street Shelton, WA 98584
<b>3. Office of Public Defense (OPD)</b> 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	<b>4. OPD Representative</b> Geoffrey D. Hulsey Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
<b>5. Grant Amount</b> \$78,000.00	<b>6. Grant Period</b> January 1, 2024 through December 31, 2025
<b>7. Grant Purpose</b> 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.	
<b>FOR THE GRANTEE</b>  _____ Name, Title  _____ Date	<b>FOR OPD</b>  _____ 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	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**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	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**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

<b>3.1</b> Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i> ):	
<b>3.2</b> Description of How Grant Funds Have Been Used to Date:	
<b>3.3</b> Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
<b>3.4</b> 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.*

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<b>City:</b>	
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<b>Report Date:</b>	
---------------------	--

<b>Contact – Name/Title:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Address:</b>	

**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	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

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

## 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.*

---

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

**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	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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

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

## 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.*

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<b>City:</b>	
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<b>Report Date:</b>	
---------------------	--

<b>Contact – Name/Title:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Address:</b>	

**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	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

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



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F7)

Touch Date: 12/12/2023  
Brief Date: 12/12/2023  
Action Date: 12/19/2023

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

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Appeals of Hearings Examiner  
Decisions

☒ Ordinance

☒ Dept. Head jbh

☐ Resolution

☐ Finance Director \_\_\_\_\_

ATTACHMENTS:  
Ordinance No. 2018-1223

☒ Motion

☐ Attorney \_\_\_\_\_

☒ City Clerk \_\_\_\_\_

☐ Other

☐ City Manager \_\_\_\_\_

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

The City's Municipal Code contains a number of conflicting procedures for appeals of Hearings Examiner decisions, wherein some appeals are referred to Superior Court and some are referred to the City Council. The hearing of appeals by a City Council is an antiquated practice that puts City Councils in the position of hearing legally intensive proceedings that are most typically heard by a judge; the vast majority of jurisdictions in Washington have amended their code to refer all appeals of Hearings Examiner decisions to Superior Court.

### ANALYSIS/OPTIONS/ALTERNATIVES:

This ordinance is an administrative clean-up of the City's disparate appeals procedures. With several subdivisions and other land use decisions pending at the Hearings Examiner, it's important to have consistent, streamlined and legally defensible standards for all applicants to be treated in a similar matter that most strongly protects their legal rights whether they choose to appeal decisions or have their approvals appealed.

Should the ordinance not be approved, the Council might find itself in the position of hearing appeals of quasi-judicial determinations, with all of the legal regulations that accompany that role, including disclosures, procedural rules, and prohibition of *ex parte* communications.

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

A public hearing is required for ordinances of the City, but legal publication is not required for ordinances that are of an administrative and housekeeping nature. Since no development standards are changed, the ordinance doesn't need to be sent to Department of Commerce for thirty-day review.

### STAFF RECOMMENDATION/MOTION:

"I move to approve Ordinance No. 2018-1223, and to waive the three-touch rule."



## ORDINANCE NO. 2018-0223

### AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING CHAPTERS 2.36 AND SECTIONS 20.44.040, 20.50.040, AND 21.64.090, AND REPEALING SECTIONS 19.34.060 AND 20.50.050 OF THE SHELTON MUNICIPAL CODE RELATING TO APPEALS OF LAND USE DECISIONS

WHEREAS, the development regulations in the Shelton Municipal Code have inconsistent provisions for appeals of quasi-judicial land use decisions made by city staff and the Hearings Examiner; and

WHEREAS, having inconsistent processes is confusing for developers and the public, and makes it difficult for staff to apply the code in a uniform, consistent, and equitable manner; and

WHEREAS, the City Council created a Hearings Examiner system, under which the City contracts with a land use expert to conduct public hearings, render decisions, and consider appeals of land use decisions made by City staff; and

WHEREAS, the Hearings Examiner is a neutral party with no personal interest in the outcome of land use decisions; and

WHEREAS, per State law, land use decisions made by the Hearings Examiner are appealable to the superior court; and

WHEREAS, the City Council wishes to utilize the Hearings Examiner for appeals of all land use decisions by City staff, unless otherwise required by State law; and

WHEREAS, the City Council wishes to repeal antiquated code provisions that allow for appeal of land use decisions to the City Council.

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

**Section 1.** The following Sections of Chapter 2.36 of the Shelton Municipal Code, concerning the authority of the Hearings Examiner, are amended as follows:

#### **2.36.060 Removal.**

The City Manager may terminate the contract of a hearing examiner, by mutual agreement or for cause, and select a new hearing examiner following an RFP process. The City Council shall retain authority to approve contracts for hearings examiner services ~~Any examiner or deputy examiner may be removed from office for cause for cause by the affirmative vote of a majority of the city councilmembers.~~

#### **2.36.170 Examiner's decision—Contents.**

Within ten working days of the conclusion of a hearing, unless a longer period is agreed to in writing by the applicant, the examiner shall render a written decision which shall include at least the following:

A. Findings based upon the record and conclusions therefrom which support the decision. Such findings and conclusions shall also set forth the manner by which the decision would carry out and conform to the city's zoning ordinance, other official policies and objectives, and land use regulatory enactments;

B. A decision on the application which may be to: remand to the city staff for further consideration, grant, deny, or grant with such conditions, modifications and restrictions as the examiner finds necessary to make the application compatible with applicable laws, codes, and regulations. ~~its environment, the zoning ordinance, other official policies and objectives, and land use regulatory enactments. Examples of the kinds of conditions, modifications and restrictions which may be imposed include, but are not limited to, additional setbacks, screenings in the form of fencing or landscaping, agreements concomitant to rezones, restrictive covenants, easements, dedications of additional rights of way, and performance bonds;~~

C. A statement of whether the decision constitutes a final decision of the Examiner or a recommendation to the City Council. ~~that either:~~

~~1. The decision constitutes a recommendation to the city council together with the date, time and place for city council consideration thereof and the deadline for submitting written comments to the city council thereon as provided in Section 2.36.210, or~~

~~2. The decision will become final in twenty calendar days unless appealed to the legislative body together with a description of the appeal procedure prescribed in Section 2.36.200~~

## **2.36.080 Conflict of interest.**

No examiner shall conduct or participate in any hearing, decision or recommendation in which the examiner has a direct or indirect substantial financial or familiar interest, or concerning which the examiner has had pre-hearing contacts with proponents or opponents; ~~nor, on appeal from or review of an examiner decision, shall any member of the city council who has such an interest or has had such contacts participate in the consideration thereof.~~

## **2.36.110 Powers.**

The examiner shall receive and examine available information, including environmental impact statements, conduct public hearings and prepare a record thereof, and enter findings and conclusions as provided for herein.

A. Unless otherwise specified in the Code, quasi-judicial decisions of the examiner on the following matters shall be final, subject to valid and timely appeal under the applicable state law such as the Land Use Petition Act (Chap. 36.70C RCW) or Shoreline Management Act (Chap. 90.58 RCW) unless such decision is appealed to the city council pursuant to Section 2.36.210:

~~1. Variance requests;~~

~~2. Conditional and special use permits;~~

- ~~3.— Shoreline development permits and rescissions;~~
- ~~4.— Administrative zoning appeals;~~
- ~~5.— Appeals of administrative decisions and made pursuant to the development codes, Titles 18 (Building, Construction, Mobile/Manufactured Homes and Flood Damage Prevention) and 19 (Subdivisions);~~
- ~~6.— Preliminary plat approval extension requests;~~
- ~~7.— Applications for any other land use regulatory permits which may be required by ordinance;~~
- ~~8.— Binding site applications;~~
- ~~9.— Preliminary plat applications;~~
- ~~10.— Preliminary plat modification requests;~~
- ~~11.— A requirement to connect to city water rather than drilling an exempt well pursuant to Section 15.08.050;~~
- ~~12.— Impact fees levied pursuant to Title 17;~~
- ~~13.— Review of complaints asserting that a dwelling, structure, or premises is unfit for human habitation under Section 17.08.034;~~
- ~~14.— Planned unit development.~~

**Section 2.** Sections 2.36.200, .210, and .220 of the Shelton Municipal Code are repealed in their entirety.

**Section 3.** Section 19.16.070 of the Shelton Municipal Code, pertaining to preliminary plat approval, is repealed in its entirety.

**Section 4.** Section 19.32.040 of the Shelton Municipal Code, pertaining to plat variances, is repealed in its entirety.

**Section 5.** Section 19.34.060 of the Shelton Municipal Code, concerning binding site plans, is repealed in its entirety.

**Section 6.** Section 20.44.040 of the Shelton Municipal Code, concerning conditional use permits, is amended as follows:

**20.44.040 Public hearings.**

Public hearings on applications for a conditional use permit shall be held by the hearings examiner as per all conditions and procedures set forth in Chapter 2.36. Decisions of the hearings examiner

shall be final, subject to valid and timely appeal to the superior court under the Land Use Petition Act, Chap. 36.70C RCW. ~~as per Section 2.36.110 unless appealed to the city council. The city council shall consider appeals per Sections 2.36.200 through 2.36.220.~~

**Section 7.** Section 20.50.040 of the Shelton Municipal Code, concerning variances, is amended as follows:

**20.50.040 Action of the hearings examiner.**

The hearings examiner may attach conditions to an authorized variance which he or she feels are necessary to protect the public interest and carry out the purpose of the title. The city clerk shall notify the applicant for a variance in writing of the hearings examiner's action within five days after the hearings examiner has rendered his or her decision. The hearings examiner's decision shall be final, subject to valid and timely appeal to superior court under the Land Use Petition Act (Chap. 36.70C RCW).

**Section 8.** Section 20.50.050 of the Shelton Municipal Code is repealed in its entirety.

**Section 9.** Section 21.64.090 of the Shelton Municipal Code, pertaining to critical areas permits, is amended as follows:

**21.64.091 Appeals.**

A. An aggrieved party may appeal a decision of the city of Shelton granting or denying a permit that is subject to a public notice requirement pursuant to Title 17, 19, or 20 by filing a notice of appeal as provided in the relevant code and serving notice to the city and any other party to the decision within the time period for appeals provided in the relevant code. The notice of appeal shall contain the following:

1. The name and address of the appealing party;
2. The name and address of counsel of the appellant, if any;
3. Identification of the city's decision at issue, together with a duplicate copy, summary, or brief description of the city's decision;
4. Identification of persons who were parties to the city's decision;
5. Facts to demonstrate that the appellant is entitled to obtain review;
6. The appellant's reasons for believing that relief should be granted; and
7. The request for relief, specifying the type and extent of relief requested.

B. Upon the filing of a timely notice of appeal in compliance with the provisions of subsection A of this section, the Hearing Examiner shall conduct an appeal hearing. ~~appeal decision maker designated in the relevant code shall conduct an open record review hearing of the city's decision, except for permits that have previously been the subject of an open record public hearing, in which case a closed record appeal shall be held. No appeal shall be provided of actions for which the final decision maker is the city council. The provisions of Section 2.36.160 and Title 17 shall apply to the appeal except that the director's interpretation of any of the provisions of this chapter and discretionary decisions shall be given substantial weight.~~

C. ~~Within ten working days of the conclusion of the hearing, the appeal decision maker shall render a written decision which shall contain findings of fact and conclusions of law supporting the examiner's decision. The decision shall:~~

~~1. Affirm the decision; or~~

~~2. Reverse the decision and remand said decision back to the appropriate decision maker for further consideration or review.~~

~~D. The provisions of Chapter 2.36 SMC Sections 2.36.180 through 2.36.220 shall apply to the decision on the appeal~~

**Section 10.** This Ordinance shall take effect five days after approval and publication, as required by law.

Passed by the City Council at its regular meeting held on the 19<sup>th</sup> day of December 2023.

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Mayor Onisko

ATTEST:

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City Clerk Nault