



RESOLUTION 2014 - 50

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
INTERGOVERNMENTAL LOCAL AGREEMENT BETWEEN  
YAKIMA COUNTY AND THE CITIES OF SELAH, UNION GAP AND SUNNYSIDE**

**WHEREAS**, Yakima County and the Cities of Selah, Union Gap and Sunnyside have participated in an Intergovernmental Local Agreement to cooperate in compliance with the federal NPDES Phase II Stormwater regulation and the State of Washington's Eastern Washington Phase II Municipal Stormwater General Permit; and

**WHEREAS**, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside, and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**Section 1.** That the "Intergovernmental Stormwater Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager, or his designee, is hereby authorized to execute and administer this agreement for and on behalf of the City of Sunnyside.

**Section 2.** This Resolution shall be effective upon passage, approval and signatures hereon as required by law.

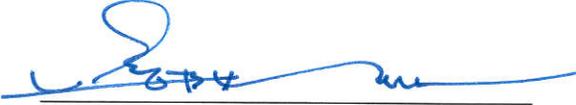
**PASSED** this 9<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
THERESA HANCOCK, DEPUTY MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
KERR LAW GROUP, PLLC  
Attorney for the City of Sunnyside

INTERGOVERNMENTAL LOCAL AGREEMENT  
FOR STORMWATER PERMIT COMPLIANCE ACTIVITIES  
BETWEEN  
YAKIMA COUNTY  
AND  
THE CITIES OF  
SELAH, UNION GAP AND SUNNYSIDE  
May, 2014

THIS AGREEMENT is made and entered into between Yakima County, a municipal corporation of the State of Washington, hereinafter referred to as "County", and the Cities of Selah, Union Gap and Sunnyside, all being municipal corporations, hereinafter referred to as "Selah", "Union Gap" and "Sunnyside" respectively, or "Cities" when it includes all, or "City" when it is either Selah, Union Gap or Sunnyside; and,

WHEREAS, Yakima County and the Cities are required to comply with the State of Washington's Eastern Washington Phase II Municipal Stormwater General Permit, hereinafter referred to as "Permit"; and,

WHEREAS, the County and Cities acknowledge the financial and consistency benefits of a regional plan and agree to apply as primary and co-permittees to meet the Permit requirements of regulated small MS4s, as allowed under the Permit; and,

WHEREAS, the County and Cities have agreed that the County would administer and manage a Permit as the primary permittee with Cities as co-permittees for the respective Municipal Separate Storm Sewer Systems; and,

WHEREAS, the County and Cities under RCW Chapter 39.34, have the legal authority to enter into interlocal agreements for the sewerage and stormwater management programs within its boundaries consistent with relevant laws; and,

WHEREAS, the County and Cities have authority to operate and maintain storm and surface water management systems and many other services as provided for under their relevant laws; and,

WHEREAS, the County and Cities of Union Gap and Sunnyside have enjoyed a strong and effective partnership under an existing ILA since 2007 as members of the Regional Stormwater Policy Group; and,

WHEREAS, the County and the Cities of Union Gap and Sunnyside have realized significant savings and cost avoidance in the regional stormwater program partnership; and,

WHEREAS, the County and the Cities would like to continue the regional stormwater approach for public benefit; and,

WHEREAS, the City of Selah would like to enter the regional partnership with the County and Cities of Union Gap and Sunnyside,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. Area of Geographic Responsibility for the Cities means the City limits as they exist at the time of execution of this ILA and as they may be amended during the existence of this Agreement. The Area of Geographic Responsibility for the County is the extent of the County Stormwater Utility, as described by YCC 12.09 and as modified. The area does not include the city limits of other cities within the county who may be a single permittee or are otherwise exempt from the Eastern Washington Phase II Municipal Stormwater Permit.
- B. BMP means Best Management Practice and may include, but is not limited to, a schedule of activity, prohibition of practice, maintenance procedure, and structural and/or managerial practice that, when used singly or in combination, prevents or reduces the release of pollutants and other adverse impacts to receiving waters.
- C. Board or BOCC means the Board of Yakima County Commissioners, its governing body.
- D. Capital Improvement Project (CIP) is a constructed project facility such as a road improvement or stormwater control facility that is generally of a durable nature.
- E. Chief Executive Officer (CEO) means the designated City official responsible for managing the day-to-day business affairs of City. This is either the City Manager for Council-Manager or Mayor for Mayor-Council city government.
- F. Council means the City Council, governing body of a City.
- G. Ecology means the Washington State Department of Ecology.
- H. Municipal Separate Storm Sewer System (MS4) means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned or operated by the Parties that is designed or used for collecting or conveying stormwater; which is not a combined sewer; and which is not part of a sanitary sewer.
- I. Operation and Maintenance (O&M) means the regular performance of work and corrective measures taken to repair facilities.
- J. Person means the State of Washington, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- K. Party(ies) means the individual or collective members of this Interlocal Agreement: Yakima County, City of Selah, City of Union Gap, City of Sunnyside.
- L. Public Services Director means the designated County official responsible for managing the RSPG business affairs for Yakima County.

- M. Regional Stormwater Policy Group (RSPG) is an organization formed consisting of elected official representatives from the Parties whose main purpose is to review and make recommendations on regional stormwater policies required under the Permit as well as to assist in dispute resolution between the Parties.
- N. Total Maximum Daily Load (TMDL) means a site-specific allocation of water-borne pollutants from all sources to a particular receiving water to comply with the State's surface water quality criteria.
- O. Underground Injection Control (UIC) means a well that is a manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or similar mechanisms, or a dug hole that is deeper than the largest surface dimension (WAC 173-21-030). UIC systems include drywells, pipe or French drains, drain fields, and other similar devices that are used to discharge stormwater directly into the ground.

## Section 2. Transfer of Responsibility

A. Purpose. The purpose for this Agreement is for the Cities to transfer the responsibility and authority for the management of the Permit to the County with certain responsibilities retained by the Cities as specified in Appendix A of this document. The responsibilities of the Parties are defined in this Section and Appendix A.

B. Limitations. The ownership and maintenance of facilities remains the responsibility of the Parties within their respective jurisdictions unless specifically noted otherwise. The following stormwater program items for each Party, are not covered under this Agreement and are not included in the estimated program costs:

- Stormwater Equipment Funding
- CIP Funding
- Program Funding Mechanism
- Stormwater Program Reserve Funding
- UIC Program requirements of Chapter 173-218 WAC

## C. Division of Responsibilities

1. County will administer the Permit with the Cities maintaining specific functions, as defined in Exhibit A.
2. Parties will collect rates within their respective jurisdictions to support the Permit and program activities defined by this Agreement.
3. Cities will provide those items and activities to the County necessary to run the program and maintain compliance in accordance with the Permit schedule, formats developed in accordance with Section 3B of this Agreement and annual reporting requirements.

4. During the term of this Agreement, Parties will maintain all stormwater facilities at a level as specified in the Permit and in order to retain Permit compliance.

Section 3. Ordinances, Plans, and Standards.

A. The Permit requires implementation of ordinances that prohibit illicit discharges to the MS4, require erosion and sediment controls at construction sites, and require post-construction stormwater controls at new development and re-development sites. Cities agree to notify County of apparent violations of the subject ordinances of which it has knowledge, and which may constitute a violation of the Permit.

B. The County will implement the requirements described in the Permit as the primary permittee of the Parties in this Agreement. In order for the County to successfully meet the Permit requirements, the County will specify the data format and timeline for those items and activities that Cities will provide to the County that are necessary to run the program and maintain compliance in accordance with the Permit schedule (Appendix A). Cities will then provide all required information in accordance with the requested format and timeframe.

Section 4. Procedure for Modifying the Division of Responsibilities

A. Responsibilities defined in this Section and Exhibit A may be modified from time to time with approval in writing by each City CEO and the Public Services Director.

B. Responsibilities defined in this Section and Exhibit A may be modified after mutual agreement with Cities and determining the change is necessary to comply with state and/or federal permits, laws and/or regulations. County shall not change the scope of Cities responsibilities without mutual agreement with Cities unless there is a change in the Permit or the Cities have failed to correct any identified instances of nonperformance related to said Permit.

C. Upon reasonable notice from the Cities to the County or from the County to the City(ies), the County may assume or relinquish responsibility for any portion of the program defined in this Section and Exhibit A. Reasonable notice shall be at least six (6) months, unless mutually agreed to in writing by County and Cities. Corresponding adjustments to the cost allocation shall be made at the same time to reflect the change in responsibility upon implementation of such changes. Parties shall be responsible for correcting or paying to have corrected any deficiencies from non-performance of the programs under their respective responsibility.

D. If Cities' responsibilities are not performed in a timely manner and County determines that such tasks must be performed, County may, at its sole discretion after consulting with the CEO(s) of said Cities, perform such tasks and add the cost to charges otherwise due from the responsible Cities.

Section 5. Additional Party Responsibilities

A. In order for the County to fulfill the requirements of the Permit, it is anticipated that the County will occasionally require access to the Cities' MS4. Cities will allow the County

## EXHIBIT "A"

access at any reasonable time upon reasonable notice to facilitate permit compliance within City and City Area of Geographic Responsibility.

- B. The Parties will continue to participate in the RSPG to coordinate the regional stormwater quality effort. The RSPG shall meet as needed, to discuss status of permit compliance and address specific policy questions that may arise.
- C. The Parties will participate in the RSWG. The RSWG will meet monthly to ensure open communication between the co-permittees and Ecology, and to discuss and approve actions for Yakima County to carry out the tasks identified in this ILA.
- D. UIC Program. Where UICs are a part of the public MS4, the Parties will manage them and report their activities in accordance with the terms of this agreement and the Permit. This does not relieve the Parties from other UIC requirements under the UIC Program administered by Ecology. (Exhibit A)
- E. Parties will perform maintenance or CIP within their area of geographic responsibility when permit activities indicate a permit violation.
- F. Parties will use existing and future equipment sharing agreements when possible rather than purchase new equipment to keep stormwater O&M costs down.

### Section 6. Determination of Costs; Operating Procedures and Rules Relating to Expenses

#### A. Determination of Costs and Division of Expenses

1. Unless otherwise identified, the Costs to complete tasks identified in this agreement and Exhibit A will be distributed on the following percentage basis, as agreed to by the Parties and based on relative numbers of households in each community:
  - Yakima County 51%
  - City of Selah 14%
  - City of Union Gap 13%
  - City of Sunnyside 22%
2. Upon request, some tasks identified in this agreement and Exhibit A will be billed on a case by case basis to a specific City, such as: construction plan review, post-construction plan review, illicit discharge investigation, and specific training events outside the scope of this agreement. These activities must be requested in writing by the City, acknowledged by the County, and will be billed at actual County wages with fringe benefits and overhead.
3. The distribution of costs will remain fixed for the duration of this agreement, per Section 6.A.1 above. In the event one or more of the Parties withdraws from this Agreement, the Parties shall update said Section.

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4. Not later than May 15 annually, the Public Services Director shall prepare a report of the costs associated with the past permit period (February 16 - February 15), and a forecast of the cost predicted for the next permit period.
5. The County will bill for its services monthly for actual wages and benefits expenditure basis plus overhead.
6. In the event a Party withdraws from or is for any reason removed from this Agreement, then that Party shall be financially responsible for the actual percentage of that Party's total annual costs that have been expended or obligated under the Agreement on that Party's behalf as of the date of withdrawal or removal. A Party's unpaid obligations or overpayments under this subsection shall be fully compensated to the appropriate Party within forty five (45) days of the withdrawal or removal. The County's financial records for this Agreement shall be relied upon for determinations required under this subsection.

B. Operating Procedures Relating to Expenses

1. The County shall establish separate accounting codes for the purpose of tracking all expenses and service charges pursuant to the Agreement.
  2. The Parties may at any reasonable time upon reasonable notice inspect and audit the books and records of the County with respect to matters within the purview of the Agreement.
  3. The Parties shall each prepare and submit to the County a performance report of the Permit functions for which each is responsible. The requirements, frequency and content of the performance report will be specified in a format to be developed in accordance with Section 3B of this Agreement.
  4. The Cities shall pay the monthly service charge to the County no later than the 15<sup>th</sup> day of each month.
  5. Payments from Cities to the County overdue by sixty (60) days will be considered late.
  6. Interest may accrue on late monthly payments to the County as specified in Section 6.B.6 of this Agreement at a rate of 1.25 times the monthly Local Government Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.
- C. Parties will report total stormwater program income and expenses using the Standardized Income and Expense Categories for Budget Reporting format found in Appendix A. At a minimum, parties will report annual total program income and expenses for each calendar year, due to the County no later than March 30. The County will compile the reports and include the reports with the annual budget report identified in Section 6.A.4 (above). The RSPG may request reports more frequently.

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- D. Ecology permit fees are billed to regional co-permittees by identifying the co-permittee with the largest number of households, and billing that Party at the standard Ecology Stormwater Permit rate for that municipality. As the largest party, Yakima County will submit bills to the other Parties for their respective share of the Ecology Stormwater Permit fee, according to the cost sharing schedule identified in Section 6.A.1.

Section 7. Administrative and Operating Provisions

- A. Insurance. Each Party shall obtain and maintain in full force and effect for the term of this agreement, at its own expense, comprehensive general liability and automobile insurance policies for bodily injury, to include death and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the Party, its elected and appointed officials, officers, agents, employees and volunteers. The policies shall be primary policies, issued by a company authorized to do business in the State of Washington, or in City or County Risk Pool and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in State law, whichever is greater. If either party is unable to obtain insurance as required by this paragraph, the Parties shall cooperate on amending this Section to require types and levels of insurance that are available. The certificates shall provide that the other Parties will receive thirty (30) days written notice of cancellation or material modification of the insurance contract at the address listed below. Each Party shall provide certificates of insurance to the other Parties prior to the performance of any obligation under this agreement. If requested, complete copies of insurance policies shall be provided to the other Parties. Each Party shall be financially responsible for their own deductibles, self-insurance retentions, self-insurance, or uninsured risks.
- B. Indemnification. This agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold harmless the other Parties and their elected officials, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property or the environment on account of or rising out of the operation of this Agreement, by the indemnifying Party, including the performance or non-performance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying Party and its officers, employees, and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of that Party under this agreement. Inability to perform a required activity or to properly perform due to insufficient information or direction from the County per the agreements set forth herein is not a negligent act, omission or willful misconduct of the Party charged with said performance. Performance of any activity in compliance with this agreement, the permit, or the Standards as adopted by the Parties is not a negligent act or omission or willful misconduct.
- C. Notice of Violation or Fine. The Parties acknowledge that County , as lead agency, may receive notices of violation or fines from state or federal agencies for violations of state or federal rules. As the lead agency and the entity that establishes Standards and controls

payment, County shall be responsible for responding to notices of violations. County shall invite the responsible City to participate in any discussions with state and federal agencies regarding notices of violation involving City actions or responsibility. The responsible City will cooperate with County in the investigation and response to any notice of violation involving actions relating to actions or responsibilities of the City. County settlement of permit disputes with Ecology that involve Cities shall be only with consent of said Cities. If a fine is imposed, the responsible City shall pay the fine to the extent that the fine results from non-performance of adopted programs or non-compliance with County, state, or federal rules or policies by the City and those acting on behalf of the City. The City shall pay prior to the date due for payment of the fine. If more than one Party is responsible, each responsible City's responsibility for payment will be allocated based on the degree of responsibility and degree of fault of each responsible City. Disputes over the amount a Party is responsible for shall be resolved by the dispute resolution process set out in Section 8 of this Agreement.

- D. Delegation. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of any City participating in this Agreement, nor as a delegation or limitation of the statutory powers of County. This Agreement shall not limit any right or remedy available to Cities or County against third parties arising from illegal acts of such third parties.

#### Section 8, Dispute Resolution; Remedies

- A. In the event of a dispute between the Parties regarding their respective rights and obligations pursuant to this Agreement, the disputing Parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the Parties shall be as follows:
1. Step 1. Upon failure of those individuals designated by each Party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's CEO and the County Public Services Director, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representative. If not resolved in thirty (30) days, this issue may be taken to Step 2.
  2. Step 2. Upon failure of the City's CEO and the County Public Services Director to negotiate on its behalf to reach an agreement or resolve a dispute as provided in Step 1, the nature of the dispute shall be put in writing and submitted to the respective officials of the RSPG, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both

parties' representatives. If not resolved in thirty (30) days, this issue may be taken to Step 3.

3. Step 3. In the event a dispute cannot be resolved at Step 2, the Parties shall submit the matter to mediation. The Parties shall attempt to agree on a mediator. In the event they cannot agree, the Parties shall request a list of five (5) mediators for the American Arbitration Association, or such other entity or firm providing mediation services to which the Parties may further agree. Unless the disputing Parties can mutually agree to one mediator from the list provided, each Party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the disputing Parties, who shall each bear their own costs thereof. If the issue is resolved at this step, a written determination of such resolution shall be signed by both Parties. Resolution of an issue at this step requires concurrence by both Parties.
3. Step 4. If any dispute is not settled in Step 3, either Party may request binding arbitration. The Parties shall agree, within ten (10) days, on an arbitrator who shall be an attorney licensed to practice law in Washington (or a retired attorney) or a retired Washington judge, to resolve the dispute. If they are unable to agree on an arbitrator within ten (10) days, then each Party shall appoint an arbitrator. The two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either Party may apply to the presiding judge of the judicial district of Yakima County to appoint the required arbitrator. The arbitrator(s) shall proceed according to the Washington statutes governing arbitration, and the award of the arbitrator(s) shall have the effect therein provided. The arbitration shall take place in Yakima County. Costs of a single or any third arbitrator shall be shared equally by the Parties. Each Party shall pay their own arbitrator. The arbitrators may allow discovery, as provided by Washington law and may grant any remedy or relief which the arbitrator(s) deem just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance of any obligation created under the agreement, any interim or provisional relief that is necessary to protect the rights or property of the Parties, or imposition of sanctions for abuse or frustrations of the arbitration process.

B. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes.

#### Section 9. Attorney Fees

In the event any Party shall institute arbitration as set forth in this Agreement (or any other dispute resolution proceeding) against any other Party to this Agreement, in any way arising out of, connected with or relating to this Agreement, the prevailing Party in that arbitration (or any other dispute resolution proceeding) shall be entitled to recover, in addition to all other appropriate relief, the prevailing Party's costs and reasonable attorney fees incurred in that

arbitration (or any other dispute resolution proceeding), said amount to be set by the arbitrator (or courts) before which the matter is tried, heard or decided.

Section 10. Modifications or Amendments

No amendment, change or modification to this Agreement shall be valid, unless in writing and adopted and signed by all the Parties hereto.

Section 11. Final Agreement/Merger

This Agreement contains the final and entire agreement between the Parties and is entered into with the understanding that all prior discussions, representations and agreements are merged into this Intergovernmental Agreement.

Section 12. Duration

This Agreement is from date of last signature in 2014 through the end of the current permit on July 31, and for the duration of the next permit, effective August 1, 2014 through July 31, 2019, and for any extensions that may extend the next permit requirements beyond July 31, 2019 until a new permit becomes effective. The agreement will be reviewed by all Parties six months before the effective date of the next permit following July 31, 2019 for consideration of continuing the Agreement beyond the July 31, 2019 permit cycle, and for potential amendment of responsibilities.

To provide Parties reasonable time to fund and staff future permit activities, a decision and written commitment to amend and/or extend the Agreement for the next five-year permit (2019-2024) or, if extended, the effective date of the next permit, is required from all Parties by six months before the effective date of the next permit or the Agreement terminates at the end of the permit, July 31, 2019 or on the extended permit expiration date.

Section 13. Termination

Parties may terminate their obligations under this Agreement for the reasons listed below. The Permit requires co-permittees that share responsibilities to notify Ecology of any/all amendment or termination actions.

- A. If a Party materially defaults in the terms of this Agreement and such default continues for a period of more than thirty (30) days after written notice from the Public Services Director to the defaulting Party specifying the nature of the default. If the default cannot reasonably be cured within thirty (30) days, such default shall be a material breach if the breaching Party fails within thirty (30) days of written notice to commence and pursue curative action with reasonable diligence. One Party's termination by default does not constitute termination of the Agreement by the remaining Parties. This Agreement will be modified to define financial obligation of the remaining Parties.
- B. If the provisions of this Agreement become impracticable due to a change in the law or other changed circumstances, which did not exist at the time of the signing of this Agreement.

- C. Any Party may withdraw from the Agreement upon thirty (30) days written notice to the other Parties. Withdrawal of one Party does not constitute termination of the Agreement by the remaining Parties. In the event of a Party's withdrawal this Agreement will be modified to define the financial obligations of the remaining Parties.

Section 14. Language; Headings

Where the context so requires the singular shall be deemed to include the plural, the plural the singular, and the masculine, feminine or neuter to mean the other. The paragraph captions shall not be used to construe or interpret this Agreement.

Section 15. Drafting; Construction

Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any Party.

Section 16. Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability or any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

Section 17. Effective Date / Counterparts

This Agreement may be signed in counterparts, with each Party hereto receiving copies of all participating Party's fully executed signature pages. This Agreement shall become effective when executed by all Parties hereto.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Councils and Board of County Commissioners.

CITY OF SELAH

\_\_\_\_\_

John Gawlik, Mayor

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

Attest:

\_\_\_\_\_

City Clerk

CITY OF UNION GAP

\_\_\_\_\_

Roger Wentz, Mayor

Date \_\_\_\_\_

Attest: Sherrie Testerman

\_\_\_\_\_

City Clerk

CITY OF SUNNYSIDE

\_\_\_\_\_

Donald D. Day, City Manager

Date \_\_\_\_\_

Attest: Delilah Saenz

\_\_\_\_\_

City Clerk

BOARD OF YAKIMA COUNTY  
COMMISSIONERS

\_\_\_\_\_

Kevin J. Bouchey, Chairman

\_\_\_\_\_

Michael D. Leita, Commissioner

\_\_\_\_\_

J. Rand Elliott, Commissioner

*Constituting the Board of County Commissioners for  
Yakima County, Washington*

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

Attest: Tiera Girard

\_\_\_\_\_

Clerk of the Board

Approved as to Form:

\_\_\_\_\_

Deputy Prosecuting Attorney

Appendix A

Standardized Income and Expense Categories for Budget Reporting

**1. Revenue**

- a. Bond Forfeit
- b. Grants
- c. Intergovernmental Services
- d. Loans
- e. Review Fees
  - i. Construction SWPPP
  - ii. Post-construction Stormwater Site Plan
- f. Utility Fees
- g. Violation Penalties

**2. Expenses**

**a. Administration**

- i. Annual Billing
- ii. Billing Services
- iii. Debt Service Share - Contribution to Debt Service Fund
- iv. GIS Services
- v. Other Administration
- vi. Technical Services
- vii. Utility Administration
- viii. Utility Formation Repayment

**b. Permit Compliance**

- i. Fees (NPDES and UIC)
- ii. Storm Water Management Plan
- iii. Annual Report
- iv. Other Reporting (UICs)

EXHIBIT "A"

- v. Inter-Jurisdictional Coordination
- vi. Public Education
- vii. Public Involvement
- viii. Illicit Discharge Detection & Elimination
  - 1. Mapping
  - 2. Complaint Response/Investigation
  - 3. Emergency Response
  - 4. Code Enforcement
  - 5. Lab Services
- ix. Construction
  - 1. SWPPP Review
  - 2. Inspection
  - 3. Code Enforcement
- x. Post-Construction
  - 1. Stormwater Site Plan Review
  - 2. Inspection
  - 3. Code Enforcement
- xi. Good Housekeeping & Pollution Prevention
  - 1. O&M Plan Updates
  - 2. Inspection
  - 3. Training
- xii. TMDL Compliance
  - 1. Monitoring
  - 2. Lab Services

***c. System Maintenance***

- i. Cleaning Catch Basins/drywells
- ii. Culvert/pipe Repair/replacement

- iii. Rodding/Jetting
- iv. Ditch Cleaning
- v. Treatment BMP Maintenance
- vi. Leaf, Brush, Trash Collection
- vii. Dredging/ Sediment Removal/Retention Pond Maintenance
- viii. Other Structure Maintenance/Repair
- ix. Street Sweeping

**d. Projects**

- i. Demonstration Projects
- ii. Construction (New Storm Sewer Systems in Developed Areas)

**3. Reserves**

- a. Emergency Response
- b. Capital Improvement
- c. Equipment Replacement
- d. Other Reserves

EXHIBIT "A"

EXHIBIT A. Spreadsheet showing Regional (in black) and Local (in blue) responsibilities for Eastern Washington Phase II Municipal Discharge Permit tasks and timelines.

Permit Section	2014	2015	2016	2017	2018	2019
<b>Summary of Regulatory Requirement</b>						
<b>A. Implement Stormwater Management Program (SWMP)</b>						
S5.A.	Ongoing					
S5.A.2.	Ongoing					
S5.A.3.		31-Mar				
S5.A.4.a	1-Aug	31-Mar	31-Mar	31-Mar	31-Mar	31-Mar
S5.A.4.a.i	Ongoing					
S5.A.4.a.ii	Ongoing					
S5.A.5.b	1-Aug		31-Mar	31-Mar	31-Mar	31-Mar
<b>B. NPDES SWMP Components (Paragraph S5.B of the Permit)</b>						
<b>1. Public Education and Outreach</b>						
S5.B.1.a.	Ongoing					
S5.B.1.b.	Ongoing					
<b>2. Public Involvement and Participation</b>						
S5.B.2.a.	Ongoing					
S5.B.2.b.		31-May		31-May	31-May	31-May
<b>3. Illicit Discharge Detection and Elimination</b>						
S5.B.3.a.	Ongoing					
S5.B.3.a.i.	Ongoing					
S5.B.3.a.ii.	Ongoing					
S5.B.3.a.iii.	Ongoing					
S5.B.3.b.	Ongoing					
S5.B.3.b.i.	Ongoing					
S5.B.3.b.ii.	Ongoing					
S5.B.3.b.iii.	Ongoing					
S5.B.3.c.	Ongoing					
S5.B.3.c.i.	Ongoing					
S5.B.3.c.ii.	Ongoing					
S5.B.3.c.iii.	Ongoing					
S5.B.3.c.iv.	Ongoing					
S5.B.3.c.v.	Ongoing					
S5.B.3.c.vi.	Ongoing					
S5.B.3.d	Ongoing					
S5.B.3.e.	Ongoing					
S5.B.3.f.	Ongoing					
<b>4. Construction Site Stormwater Control Program</b>						
S5.B.4.a.	Ongoing					

**NPDES STORMWATER MILESTONES - Permit May 1, 2014 to July 31, 2019**

Permit Section	Summary of Regulatory Requirement	2014	2015	2016	2017	2018	2019
S5.B.4.a.i.	All construction sites at least one acre construction project or less if part of larger development	Ongoing					
S5.B.4.a.ii.	Require construction operators to adhere to construction stormwater technical requirements	Ongoing					
S5.B.4.a.iii.	Ordinance to include enforcement procedures and actions	Ongoing					
S5.B.4.a.iv.	Enforcement strategy and implementation of the ordinance	Ongoing					
S5.B.4.b.	4b. Implement procedures for site plan review to review WQ impacts	Ongoing					
S5.B.4.b.i.	Review SWPPPs for all construction one acre or more, or less if part of larger development	Ongoing					
S5.B.4.b.ii.	Provide adequate training for all staff involved in permitting, planning, and review	Ongoing					
S5.B.4.c.	4c. Implement procedures for site inspection and enforcement	Ongoing					
S5.B.4.c.i.	Implement procedure for keeping records and enforcement actions by staff	Ongoing					
S5.B.4.c.ii.	Provide adequate training for all staff involved in plan review, field inspection and enforcement	Ongoing					
S5.B.4.c.iii.	All new construction to be inspected at least once by qualified personnel	Ongoing					
S5.B.4.d.	4d. Provide training information to construction site operators regarding erosion and sediment controls	Ongoing					
S5.B.4.e.	4e. Keep records of all construction sites allowed to apply the Erosivity Waiver and respond to complaints	Ongoing					
	<b>5. Post Construction Stormwater Management for New and Re-Development</b>						
S5.B.5.a.	5a. Implement ordinance that requires post-construction stormwater controls	Ongoing					
S5.B.5.a.i.	All new development and redevelopment sites that disturb at least one acre or less if part of larger development	Ongoing					
S5.B.5.a.ii.	Allow non-structural preventive actions and source reduction approaches (LID)				31-Dec		
S5.B.5.a.iii.	Require projects to retain runoff on-site for at least 10 year, 24-hour rainfall events				31-Dec		
S5.B.5.a.ii.	If needed, develop and implement criteria to determine when it is infeasible to meet this requirement				31-Dec		
S5.B.5.a.ii.	Submit summary of infeasibility criteria with the Annual Report due March 31, 2018					31-Mar	
S5.B.5.b.	5b. Implement procedures for site plan review considering WQ impacts	Ongoing					
S5.B.5.c.	5c. Implement procedures for site inspection and enforcement	Ongoing					
S5.B.5.c.i.	Inspect BMPs once during installation	Ongoing					
S5.B.5.c.ii.	Inspect BMPs once every 5 years after installation	Ongoing					
S5.B.5.d.	5d. Provide adequate training for all staff in permitting, planning, review, inspection, and enforcement	Ongoing					
S5.B.5.e.	5e. Provide information to design professionals about training available on permit compliance	Ongoing					
S5.B.5.f.	5f. Keep records of all projects disturbing at least one acre, or less if part of larger development	Ongoing					
S5.B.5.f.i.	Keep records for 5 years or until construction is completed	Ongoing					
S5.B.5.f.ii.	Keep training records - dates, course descriptions, and names and positions of staff in attendance	Ongoing					
S5.B.5.f.iii.	Keep copies of information that is provided to design professionals	Ongoing					
	<b>6. Municipal Operations and Maintenance</b>						
S5.B.6.a.	6a. Implement a schedule of O&M activities (an O&M Plan) including the 10 listed items on Section S5.B.6.a.i.	Ongoing					
S5.B.6.a.i.	Review, and if needed, update O&M Plan	1-Aug			1-Aug		
S5.B.6.a.ii.	Minimum of 95% of stormwater facilities (except CBs) shall be inspected at least once every two years	1-Aug		1-Aug		1-Aug	
S5.B.6.a.iii.	All catchbasins (CBs) shall be inspected once by Dec. 31, 2018 and every two years thereafter	1-Aug				31-Dec	
S5.B.6.a.ii.	Conduct spot checks of MS4 after ≥10 year events	Ongoing					
S5.B.6.b.	6b. Provide training to all employees who may have primary construction, O&M functions that may impact WQ	Ongoing					

EXHIBIT "A"

NPDES STORMWATER MILESTONES - Permit May 1, 2014 to July 31, 2019							
Permit Section	Summary of Regulatory Requirement	2014	2015	2016	2017	2018	2019
S7.	<b>C. Total Maximum Daily Load</b> <i>No requirement at this time</i>						
	<b>D. Monitoring and Program Assessment</b>						
S8.A.	Provide a description of any monitoring activities in the annual report		31-Mar	31-Mar	31-Mar	31-Mar	31-Mar
S8.B.3.	Submit twelve to fifteen study ideas for Eastern Washington, lead entities, and participating permittees	1-Aug		30-Jun			
S8.B.5.	Lead entities submit eight to twelve study proposals of the top-ranked ideas			Floating	30-Jun		
S8.B.6.	Lead entities submit QAPPs within 6 months after Ecology approval of each study proposal				Floating	Floating	
S8.B.7.	Lead entities of at least 4 studies begin to implement QAPP within 6 months of Ecology approval					Floating	
S8.B.7.	Lead entities of remaining studies begin to implement QAPP within 15 months of Ecology approval						Floating
S8.B.8.	Lead entities shall describe interim results and the status of each study in the annual report.						31-Mar
S8.B.9.	Lead entities/participating permittees enter study data into Ecology's EIM database by end of water year or within 6 months of sample collection, whichever is later					Floating	Floating
S8.B.10.	All participating permittees submit study reports and recommendations no later than 6 months after study completion and by other timelines identified in the approved QAPPs						Floating
S8.C.	Each permittee provide a description of their participation on the effectiveness studies in the annual report.		31-Mar	31-Mar	31-Mar	31-Mar	31-Mar
	<b>E. Reporting and Recordkeeping (Paragraph S9 of the Permit)</b>						
S9.A.	9A. NLT March 31 of each year starting in 2016, submit Annual Report electronically	31-Mar	31-Mar	31-Mar	31-Mar	31-Mar	31-Mar
S9.C.	Keep records at least 5 years	Ongoing					
S9.D.	Make all records available to public	Ongoing					