2015 Stormwater

Annual Report

February 2016

City of Battle Ground

Engineering Department

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Annual Report

Question Number	Permit Section	Questions
1	S5.A.2	Attach updated annual Stormwater Management Program Plan (SWMP Plan). (S5.A.2) **Saved Document Name: 2015 Battle Ground SWMP_1_02082016071003**
2	S9.D.5	Attach a copy of any annexations, incorporations or boundary changes resulting in an increase or decrease in the Permittee's geographic area of permit coverage during the reporting period per S9.D.5. **Not Applicable**
3	S5.A.3	Implemented an ongoing program to gather, track, and maintain information per S5.A.3, including costs or estimated costs of implementing the SWMP. **Yes**
4	S5.A.5.b	Coordinated among departments within the jurisdiction to eliminate barriers to permit compliance. (S5.A.5.b) **Yes**
5	S5.C.1.a.i and ii	Attach description of public education and outreach efforts conducted per S5.C.1.a.i and ii. **Saved Document Name: 2015 COBG Ed and Outreach Summ_5_02082016071113**
6	S5.C.1.b	Created stewardship opportunities (or partnered with others) to encourage resident participation in activities such as those described in S5.C.1.b. **Yes**
7	S5.C.1.b	Used results of measuring the understanding and adoption of targeted behaviors among at least one audience in at least one subject area to direct education and outreach resources and evaluate changes in adoption of targeted behaviors. (Required no later than February 2, 2016, S5.C.1.b) **Yes**
7b	S5.C.1.b	Attach description of how this requirement was met. **Saved Document Name: 2015 SW Survey Summary_7b_02082016072111**
8	S5.C.2.a	Describe the opportunities created for the public to participate in the decision making processes involving the development, implementation and updates of the Permittee's SWMP. (S5.C.2.a) **Public involvement in the City's SWMP consists of opportunities to provide input at City Council meetings**
9	S5.C.2.b	Posted the updated SWMP Plan and latest annual report on your website no later than May 31. (S5.C.2.b) **Yes**
9b	S5.C.2.b	List the website address. **http://www.cityofbg.org/DocumentCenter/View/2431**
10	S5.C.3.a.i - vi	Maintained a map of the MS4 including the requirements listed in S5.C.3.a.i.-vi. **Yes**

11	S5.C.3.b.v	Implemented a compliance strategy, including informal compliance actions as well as enforcement provisions of the regulatory mechanism described in S5.C.3.b. (S5.C.3.b.v) **Yes**
12	S5.C.3.b.vi	Updated, if necessary, the regulatory mechanism to effectively prohibit illicit discharges into the MS4 per S5.C.3.b.vi. (Required no later than February 2, 2018) **Not Applicable**
12b		Cite the Prohibited Discharges code reference
13	S5.C.3.c.i	Implemented procedures for conducting illicit discharge investigations in accordance with S5.C.3.c.i. **Yes**
13b	S5.C.3.c.i	Cite methodology **Illicit Connection and Ilicit Discharge Field Screening and Source Tracing Guidance Manual (Herrera 2013)**
14	S5.C.3.c.i	Percentage of MS4 coverage area screened in reporting year per S5.C.3.c.i. (Required to screen 40% of MS4 no later than December 31, 2017 (except no later than June 30, 2018 for the City of Aberdeen) and 12% on average each year thereafter. (S5.C.3) **50**
15	S5.C.3.c.ii	List the hotline telephone number for public reporting of spills and other illicit discharges. (S5.C.3.c.ii) **360-342-5070**
15b	S5.C.3.c.ii	Number of hotline calls received. **3**
16	S5.C.3.c.iii	Implemented an ongoing illicit discharge training program for all municipal field staff per S5.C.3.c.iii. **Yes**
17	S5.C.3.c.iv	Informed public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste. (S5.C.3.c.iv) **Yes**
17b	S5.C.3.c.iv	Describe the information sharing actions. (S5.C.3.c.iv) **Met with local residents as incidents occurred. Information is also available at City Hall and was shared on Facebook**
18	S5.C.3.d	Implemented an ongoing program to characterize, trace, and eliminate illicit discharges into the MS4 per S5.C.3.d. **Yes**
19	S5.C.3.d.iv	Number of illicit discharges, including illicit connections, eliminated during the reporting year. (S5.C.3.d.iv) **3**
20	S5.C.3.d.iv	Attach a summary of actions taken to characterize, trace and eliminate each illicit discharge found by or reported to the permittee. For each illicit discharge, include a description of actions according to required timeline per S5.C.3.d.iv **Saved Document Name: COBG 2015 Illicit Discharges_20_02082016072642**
21		

	S5.C.3.e	Municipal illicit discharge detection staff are trained to conduct illicit discharge detection and elimination activities as described in S5.C.3.e. **Yes**
22	S5.C.4.a	Implemented an ordinance or other enforceable mechanism to address runoff from new development, redevelopment and construction sites per the requirements of S5.C.4.a. **Yes**
24	S5.C.4.a.i	Number of exceptions granted to the minimum requirements in Appendix 1. (S5.C.4.a.i., and Section 6 of Appendix 1) **0**
25	S5.C.4.a.i	Number of variances granted to the minimum requirements in Appendix 1. (S5.C.4.a.i., and Section 6 of Appendix 1) **0**
26	S5.C.4.b.i	Reviewed Stormwater Site Plans for all proposed development activities that meet the thresholds adopted pursuant to S5.C.4.a.i. (S5.C.4.b.i) **Yes**
26b	S5.C.4.b.i	Number of site plans reviewed during the reporting period. **17**
27	S5.C.4.b.ii	Inspected, prior to clearing and construction, 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, or alternatively, inspected all construction sites meeting the minimum thresholds adopted pursuant to S5.C.4.a.i. (S5.C.4.b.ii) **Yes**
27b	S5.C.4.b.ii	Number of construction sites inspected per S5.C.4.b.ii. **0**
28	S5.C.4.b.iii	Inspected permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. (S5.C.4.b.iii) **Yes**
28b	S5.C.4.b.iii	Number of construction sites inspected per S5.C.4.b.iii. **87**
29	S5.C.4.b.ii, iii and	Number of enforcement actions taken during the reporting period (based on construction phase inspections at new development and redevelopment projects). (S5.C.4.b.ii, iii and v) **3**
30	S5.C.4.b.iv	Inspected all permitted development sites that meet the thresholds in S5.C.4.a.i upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities. (S5.C.4.b.iv) **Yes**
31	S5.C.4.b.ii-iv	Achieved at least 80% of scheduled construction-related inspections. (S5.C.4.b.ii-iv) **Yes**
32	S5.C.4.b.iv	Verified a maintenance plan is completed and responsibility for maintenance is assigned for projects. (S5.C.4.b.iv) **Yes**
33		

	S5.C.4.c	Implemented provisions to verify adequate long-term operation and maintenance (O&M) of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S5.C.4. a and b. (S5.C.4.c) **Yes**
35	S5.C.4.c.iii	Annually inspected stormwater treatment and flow control BMPs/facilities per S5.C.4.c.iii. **Yes**
35b	S5.C.4.c.iii	If using reduced inspection frequency for the first time during this permit cycle, attach documentation per S5.C.4.c.iii **Not Applicable**
36	S5.C.4.c.iv	Inspected new residential stormwater treatment and flow control BMPs/facilities and catch basins every 6 months per S5.C.4.c.iv to identify maintenance needs and enforce compliance with maintenance standards. **Yes**
37	S5.C.4.c.v	Achieved at least 80% of scheduled inspections to verify adequate long-term O&M. (S5.C4.c.v) **Yes**
38	S4.C.4.c.vi	Verified that maintenance was performed per the schedule in S5.C.4.c.vi when an inspection identified an exceedance of the maintenance standard. **Yes**
38b	S5.C.4.c.vi	Attach documentation of any maintenance delays. (S5.C.4.c.vi) **Not Applicable**
39	S5.C.4.d	Provided copies of the Notice of Intent for Construction Activity and Notice of Intent for Industrial Activity to representatives of proposed new development and redevelopment. (S5.C.4.d) **Yes**
40	S5.C.4.e	All staff responsible for 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. (S5.C.4.e) **Yes**
42	S5.C.4.g	Participated and cooperated with the watershed-scale stormwater planning process led by a Phase I county. (S5.C.4.g) **Not Applicable**
43	S5.C.5.a	Implemented maintenance standards as protective, or more protective, of facility function as those specified in Chapter 4 of Volume V of the 2005 Stormwater Management Manual for Western Washington. **Yes**
44	S5.C.5.a	Applied a maintenance standard that is not specified in the Stormwater Management Manual for Western Washington. **No**
44b	S5.C.5.a	Please note what kinds of facilities are covered by this alternative maintenance standard. (S5.C.5.a)
45	S5.C.5.a.ii	Performed timely maintenance per S5.C.5.a.ii. **Yes**
46		Annually inspected all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities. (S5.C.5.b)

	S5.C.5.b	**Yes**
46b	S5.C.5.b	Number of known municipally owned or operated stormwater treatment and flow control BMPs/facilities. (S5.C.5.b) **80**
46c	S5.C.5.b	Number of facilities inspected during the reporting period. (S5.C.5.b) **80**
46d	S5.C.5.b	Number of facilities for which maintenance was performed during the reporting period. (S5.C.5.b) **80**
47	S5.C.5.b	If using reduced inspection frequency for the first time during this permit cycle, attach documentation per S5.C.5.b. **Not Applicable**
48	S5.C.5.c	Conducted spot checks and inspections (if necessary) of potentially damaged stormwater facilities after major storms as per S5.C.5.c. **Yes**
49	S5.C.5.d	Inspected all municipally owned or operated catch basins and inlets as per S5.C.5.d, or used an alternative approach. (Required once no later than August 1, 2017 and every two years thereafter, except once no later than June 30, 2018 and every two years thereafter for the City of Aberdeen) **Not Applicable**
49b	S5.C.5.d	Number of known catch basins. **1800**
49c	S5.C.5.d	Number of catch basins inspected during the reporting period. **77**
49d	S5.C.5.d	Number of catch basins cleaned during the reporting period. **77**
50	S5.C.5.d.i-ii	Attach documentation of alternative catch basin cleaning approach, if used. (S5.C.5.d.i or ii) **Not Applicable**
51	S5.C.5.f	Implemented 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. (S5.C.5.f) **Yes**
52	S5.C.5.g	Implemented an ongoing training program for Permittee employees whose primary construction, operations or maintenance job functions may impact stormwater quality. (S5.C.5.g.) **Yes**
53	S5.C.5.h	Implemented a Stormwater Pollution Prevention Plan 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 an NPDES permit that covers stormwater discharges associated with the activity. (S5.C.5.h) **Yes**
54	S7.A	Complied with the Total Maximum Daily Load (TMDL)-specific requirements identified in Appendix 2. (S7.A) **Not Applicable**

55	S7.A	For TMDLs listed in Appendix 2: Attach a summary of relevant SWMP and Appendix 2 activities to address the applicable TMDL parameter(s). (S7.A) **Not Applicable**
56	S8.A	Attach a description of any stormwater monitoring or stormwater-related studies as described in S8.A. **Not Applicable**
57	S8.B.1	Participated in cost-sharing for the regional stormwater monitoring program (RSMP) for status and trends monitoring. (S8.B.1) **No**
57B	S8.B.2	If choosing to conduct individual status and trends monitoring, attach an annual stormwater monitoring report in accordance with S8.B.2. (Required to submit reports beginning March 31, 2016)
58	S8.C.1	Participated in cost-sharing for the regional stormwater monitoring program (RSMP) for effectiveness studies. (S8.C.1) (Required to begin no later than August 15, 2014) **Yes**
58b	S8.C.2	If choosing to conduct discharge monitoring, attach an annual stormwater monitoring report in accordance with S8.C.2 and Appendix 9. (Required to submit reports beginning March 31, 2016)
59	S8.D.1	Contributed to the RSMP for source identification and diagnostic monitoring information repository in accordance with S8.D.1. (Required to begin no later than August 15, 2014) **Yes**
60	G3	Notified Ecology in accordance with G3 of any discharge into or from the Permittees MS4 which could constitute a threat to human health, welfare or the environment. (G3) **Yes**
61	G3	Number of G3 notifications provided to Ecology. **2**
62	G3.A	Took appropriate action to correct or minimize the threat to human health, welfare, and/or the environment per G3.A. **Yes**
63	S4.F.1	Notified Ecology within 30 days of becoming aware that a discharge from the Permittee's MS4 caused or contributed to a known or likely violation of water quality standards in the receiving water. (S4.F.1) **Not Applicable**
64	S4.F.3.a	If requested, submitted an Adaptive Management Response report in accordance with S4.F.3.a. **Not Applicable**
65	S4.F.3.d	Attach a summary of the status of implementation of any actions taken pursuant to S4.F.3 and the status of any monitoring, assessment, or evaluation efforts conducted during the reporting period. (S4.F.3.d) **Not Applicable**
66	G20	Notified Ecology of the failure to comply with the permit terms and conditions within 30 days of becoming aware of the non-compliance. (G20) **Not Applicable**
67		

	G20	Number of non-compliance notifications (G20) provided in reporting year. **0**
67b	G20	List the permit conditions described in non-compliance notification(s). **Not Applicable**

Attachments:

View Files Attached to Submission

	DocDescr	DocName	DocExt	DocID	SubID	AppName
View	Erosion Control Policy	03-signed erosion control policy	.pdf	428084	1528933	wqwebportal
View	2015 Annual Report Cover	2015 Annual Report Cover	.pdf	428083	1528933	wqwebportal
View	WAR045001_1_02082016071003	2015 Battle Ground SWMP_1_02082016071003	.pdf	428071	1528933	wqwebportal
View	COBG Interdepartmental SW Coordination	2015 COBG Departmental Coordination	.pdf	428085	1528933	wqwebportal
View	WAR045001_5_02082016071113	2015 COBG Ed and Outreach Summ_5_02082016071113	.pdf	428072	1528933	wqwebportal
View	WAR045001_7b_02082016072111	2015 SW Survey Summary_7b_02082016072111	.pdf	428075	1528933	wqwebportal
View	WAR045001_20_02082016072642	COBG 2015 Illicit Discharges_20_02082016072642	.pdf	428076	1528933	wqwebportal
View	Grounds Equipment and Maintenance Intergovernmental Agreement	GEM Agreement Extension 2016-2020	.pdf	428086	1528933	wqwebportal

Close

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2015 Stormwater Management Program (SWMP) for

City of Battle Ground, Washington

Prepared by:

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City of Battle Ground, WA

January 13, 2016

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CITY OF BATTLE GROUND, WASHINGTON STORMWATER MANAGEMENT PROGRAM

1. INTRODUCTION

1.1 Overview and Background

The *National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Discharges from Small Municipal Separate Storm Sewers in Western Washington*, hereafter referred to as the Permit, outlines stormwater program activities and implementation milestones that Permittees must follow to comply with the federal Clean Water Act.

The Phase II Permit applies to cities with populations less than 100,000 located within or partially within, an urbanized area and that operate a municipal separate storm sewer system (MS4) which discharges to a water of Washington State. Urbanized areas are defined as population centers with greater than 50,000 people and densities of at least 1,000 people per square mile, and are based on the 2000 census. The City of Battle Ground has been designated by Ecology as a Phase II Permittee based on the population and location within the Urban Area of Clark County.

The Permit was originally issued by Ecology on January 17, 2007, and became effective on February 16, 2007. The permit was reissued on August 1, 2012 and became effective August 1, 2013. The reporting requirements for the permit cover a calendar year from January 1 to December 31.

All Phase II communities are required to develop a Stormwater Management Program (SWMP) that includes all the required activities, implement those, and submit annual reports to Ecology by March 31st each year to document progress toward complete program implementation.

The City of Battle Ground is located in Clark County about 10 miles northeast of Vancouver. The City's population is around 19,250. The City combines a small town feel with peaceful country living and outstanding recreational opportunities. Since 1990, the City has experienced steady growth and the population has increased over 400 percent. The City provides municipal services including police, fire, planning, building, streets, parks, and utilities (Water, Sewer, Storm Drainage). The City operates on a budget of approximately $50 million and has approximately 85 full-time employees.

The City operates under a Council-Manager form of Government. In this form of government the City Manager is responsible for the operations of the City and is appointed by the City Council. The City Council is responsible for establishing public policy and has fiscal responsibility for the City including budget authority, power to set fees and charges, levying of taxes, and issuance of debt consistent with provisions of state laws. The citizens of Battle Ground elect the seven Council members and, biennially, the Council selects one of their members to serve as Mayor.

The Public Works Division is responsible for operating and maintaining public facilities and utilities within the City of Battle Ground, including streets, sewer, water, parks, street lights, and drainage systems. The Operations Division works hard to provide for the maintenance and operation of the

City's storm drainage facilities. This Enterprise fund receives its revenues mostly from user fees.

1.2 Department Implementation Responsibilities

Within the City organization, many staff members contribute toward meeting Permit requirements. Currently, the stormwater management program is primarily the responsibility of the Public Works Department. Support is provided by the City Manager's office as well as the Finance Department for accounting, utility billing, and information services and the Community Development Department for development review, code enforcement, and erosion control inspections for building projects.

1.3 Document Organization

This report comprises written documentation of the City's SWMP that is required to be submitted with the Annual Report. In accordance with the Permit terms, the SWMP has been designed to reduce the discharge of pollutants to the maximum extent practicable (MEP), meet state AKART (All Known Available and Reasonable Treatment) requirements, and protect water quality. The following sections describe the actions that Battle Ground has, or will, take to comply with the requirements of the Permit.

To aid in tracking NPDES permit requirements, this document has been organized into sections that correspond with the Special Conditions in the Permit and are outlined as follows:

- Section 2.0 - Public Education and Outreach, Special Condition S5.C.1
- Section 3.0 - Public Involvement and Participation, Special Condition S5.C.2
- Section 4.0 - Illicit Discharge Detection and Elimination (IDDE), Special Condition S5.C.3
- Section 5.0 Controlling Runoff from New Development, Redevelopment, and Construction Sites, Special Condition S5.C.4
- Section 6.0 Pollution Prevention and Operation and Maintenance for Municipal Operations, Special Condition S5.C.5

Note that compliance with Special Conditions S7, S8 and S9 is not required to be included in the SWMP although S7 and S8 compliance activities must be included in the Annual Report. Additional permit conditions, such as Special Conditions S1 through S4 and General Conditions G1 through G20, also apply to Permit holders, though they do not result in specific program activities, nor is the SWMP required to document compliance with these activities. These additional conditions cover topics such as who is covered by the Permit, what discharges are authorized under the Permit, and legal guidelines for transferring, revoking, and appealing the Permit. Penalties for non-compliance are also included in these conditions. Compliance with Special Condition S6 is not required by the City.

2. PUBLIC EDUCATION AND OUTREACH

This section describes the Permit requirements, current city activities, and planned actions to be implemented.

2.1 Permit Requirements

Section S5.C.1 requires the following:

- Provide an education and outreach program for the area served by the storm sewer system.
- Measure the understanding and adoption of the targeted behaviors for at least one target audience in at least one subject area.
- Track and maintain records of public education and outreach activities.

2.2 Current Activities

In previous years, City staff operated a stormwater education booth at a variety of public events. With budget cuts eliminating many of these events, other options for public education and outreach are being explored.

With the assistance of a grant from the Department of Ecology, and in combination with Clark County and the Cities of Camas, La Center, Ridgefield, Vancouver and Washougal, the City of Battle Ground continued the work of the Stormwater Partners of Western Washington. The primary goal of this partnership is to offer the public information and education on issues related to stormwater runoff. Initially the Partners targeted home and business-owners with guidance on pollution prevention and how to maintain private stormwater facilities. The Stormwater Partners program was expanded to educate the public, local engineers and developers about Low Impact Development. By working together, the county and six cities combine resources to provide a consistent message that crosses jurisdictional boundaries and increases the program's overall effectiveness.

City staff also use contact with the public, including response to complaints and enforcement, as an educational activity whenever possible. Additionally, the City of Battle Ground is currently providing the following educational information to the community through the City's Website and at the front counter:

- "Take the Stormwater Runoff Challenge" – Crossword Placemat
- "Clean Water Everybody's Business" – Bookmark
- "Stormwater and the Construction Industry" – Contractor handout
- "After the storm: A citizen's Guide to Understanding" – Handout
- Bucky the Beaver stormwater coloring page

- "Report Stormwater Pollution" Magnet listing stormwater pollution reporting hotline information
- Stormwater educational brochure
- Stormwater "fact sheets" including BMPs on the following topics:
    - Animal waste
    - Auto maintenance
    - Auto washing
    - Composting
    - Erosion Control
    - Household hazardous materials
    - Landscape design
    - Pool maintenance
    - Street and building washing
    - Yard maintenance
- "Canines for Clean Water" pamphlet, pledge and bandannas – program partnered with Clark County
- Low Impact Development Tour Guide
- Stormwater Facility Maintenance Manual, BG02.01, May 2014

The City's stormwater webpage can be accessed by going to the City's website at www.cityofbg.org and clicking Departments, Public Works, Engineering and then Stormwater Management Program. In addition, the information above the stormwater webpage contains information about the NPDES permit, illicit discharge information, engineering design requirements including details and flowcharts, and information on the maintenance of the stormwater system.

City staff have also given presentations to students and coordinated with the Battle Ground School District to conduct water sampling from a local stormwater pond.

The City of Battle Ground developed a stormwater survey to measure the understanding and adoption behaviors related to Stormwater Education and Outreach. The City of Battle Ground meets the NPDES Phase II Permit requirement of Section S5.C1.c with this study.

The survey was posted online November 19, 2015 on the City's Facebook page without links to any educational materials. The City received 15 completed surveys during the pre-test period. A second post was made to the City's Facebook page on December 7, 2015 with links to the online survey and to online educational materials. The City received 9 completed surveys after the second posting.

The City also worked with Maple Grove School in Battle Ground to give the survey to several fourth grade classes. Forty-three students took the survey before any information was given to them in class. The instructor gave the students information from stormwater fact sheets available on the City of Battle Ground's website. Thirty-seven students took the survey again after they were given instruction about best practices related to stormwater.

Results generally showed a very good understanding and adoption of best practices in the pre-

tests and an improved understanding and adoption after information on best practices was given online and to the students.

2.2 Activity Schedule

The following table outlines the implementation plan to achieve the goals and objectives of the Public Education and Outreach Program and meet the compliance deadlines in the Permit.

Table 2-1 Public Education and Outreach			
Purpose: Develop an education program to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.			
Applicability: Target audiences as identified. May include general public, businesses, landscapers and property managers, engineers, contractors, developers, and/or City staff.			
2007 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
EDUC-1	S5.C.1.a	Create public education and outreach program.	**Due Date: February 15, 2009** Status: Complete
EDUC-2	S5.C.1.a	Develop and distribute educational materials.	**Due Date: February 15, 2009** Status: Complete, Ongoing
EDUC-3	S5.C.1.c	Develop a system to track and maintain records of public education and outreach activities.	**Due Date: February 15, 2009** Status: Complete
EDUC-4	NA	Develop education program with Stormwater Partners of Clark County.	**Due Date: June 30, 2011** Status: Complete
EDUC-5	NA	Track effectiveness of private facility maintenance classes developed with Stormwater Partners.	**Due Date: June 30, 2011** Status: Complete
EDUC-6	NA	Develop a stormwater education program within the Battle Ground School District.	**Due Date: December 31, 2010** Status: Complete
2012 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
EDUC-7	S5.C.1.a	Provide educational and outreach program.	**Due Date: August 1, 2013** Status: Complete
EDUC-8	S5.C.2.b	Create stewardship opportunities.	**Due Date: August 1, 2013** Status: Ongoing
EDUC-9	S5.C.3.c	Measure understanding and adoption behaviors.	**Due Date: February 2, 2016** Status: Complete

3. PUBLIC INVOLVEMENT

This Section describes the Permit requirements, and current and planned compliance activities.

3.1 Permit Requirements

Section S5.C.2 of the Permit requires the City to:

- Create opportunities for the public to participate in the decision-making process involving the development, implementation and update of the Stormwater Management Plan.
- Make the Stormwater Management Plan, annual report and other submittals to the Department of Ecology available to the public. The annual report and Stormwater Management Plan submitted with the latest annual report shall be posted on the City webpage.

3.2 Current Activities

City of Battle Ground staff often conduct presentations at City Council meetings regarding the stormwater program. The public is encouraged to attend these meetings to provide input to the City Council regarding the program through citizen communications and public hearings. Presentations have been made on the changes to the 2007 Phase II permit, as well as the changes that were adopted in the re-issued 2012 Phase II permit.

During the development of stormwater ordinances the City has also conducted Stormwater Open Houses to give the public an opportunity to provide comments on the development of the Stormwater Management Plan, and created a Technical Workgroup with members of the building and engineering community when developing the revised stormwater runoff ordinance required by the Permit.

3.3 Activity Schedule

The following table outlines the implementation plan to achieve the goals and objectives of the Public Involvement Program and meet the compliance deadlines in the Permit.

Table 3-1 Public Involvement			
Purpose: Create opportunities for the public to participate in the decision making processes involved in the development, implementation and update of the City's SWMP.			
Applicability: Applies to general public as well as advisory councils, watershed committees, stewardship programs, and other similar groups.			
2007 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
PI-1	S5.C.2	Develop a stormwater flyer/brochure for distribution.	**Due Date: February 15, 2008** Status: Complete
PI-2	S5.C.2	Set-up public comment period during an upcoming City Council meeting to provide an opportunity for the public to respond to the stormwater program distributed via the flyer/brochure.	**Due Date: February 15, 2008** Status: Complete
PI-3	S5.C.2.b	Post the SWMP, the Annual Report, other required information on the City's website, and make them available at City Hall.	**Due Date: March 31, 2008** Status: Complete
PI-4	S5.C.2.a	Provide opportunities for public input on stormwater management program.	**Due Date: February 15, 2012** Status: Compete, Ongoing
2012 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
PI-5	S5.C.2.a	Create opportunities for public to participate in decision making process.	**Due Date: August 1, 2013** Status: Complete, Ongoing
PI-6	S5.C.2.b	SWMP and annual report webposting.	**Due Date: May 31 (Annually)** Status: Ongoing

4. ILLICIT DISCHARGE DETECTION AND ELIMINATION

This section describes the Permit requirements, programs, and planned activities related to Illicit Discharge Detection and Elimination (IDDE).

4.1 Permit Requirements

Section S5.C.3 of the Permit requires the City to:

- Develop and maintain a map of the Municipal Storm Sewer System.
- Create and implement an ordinance to prohibit non-stormwater, illicit discharges to the Storm

Sewer System.

- Develop and implement an ongoing program to detect and address non-stormwater discharges to the storm sewer system.
- Inform public employees, businesses, and the general public of the hazards associated with illicit discharges and improper disposal of waste.
- Adopt and implement procedures for program evaluation and assessment including tracking reported illicit discharges, investigation results and actions taken.

4.2 Current Activities

The City currently maintains a storm sewer map in CAD format. The map is updated regularly with new facilities. Updates and field verification of this map was completed in 2011. During field verification of the map City staff GPS tagged all storm structures and pulled manhole covers and catch basin covers to screen for evidence of illicit discharges and confirm pipe routing. No evidence of illicit discharges or cross-connections was found. The City will continue to update this map as new development occurs.

Battle Ground Municipal Code chapter 13.126 regulates discharges to the storm sewer system and prohibits illicit discharges. The City currently responds to citizens' reports of illicit discharges or illicit dumping via the illicit discharge hotline which connects the caller to the engineering department general phone number. City staff are also continually on the lookout for illicit discharges while performing their other duties. All reported illicit discharges are investigated and tracked. Copies of all illicit discharge cases from 2015 can be found in the Attachments section of this document.

City staff responsible for the identification, investigation, termination and reporting of illicit discharges, as well as staff that may encounter illicit discharges during normal work activities have been trained. Follow-up training will be provided as needed based on changes in procedures, techniques, requirements or staffing.

The City relies upon the Street/Storm division of Public Works, the Fire Department, and Ecology for assistance with spill response. The Engineering Department, in conjunction with Public Works and the Police Department are responsible for correcting any illicit discharges.

4.3 Activity Schedule

The following table outlines the implementation plan to achieve the goals and objectives of the IDDE Program and meet the compliance deadlines in the Permit.

Table 4-1 Illicit Discharge Detection and Elimination			
Purpose: Detect and remove illicit connections, illicit discharges, and improper disposals (including spills) into the MS4.			
Applicability: Applies to the City's municipal separate storm sewer system (MS4).			
2007 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
IDDE-1	S5.C.3.a.ii	Continue efforts to update all maps associated with outfalls, tributary areas, and stormwater facilities in electronic mapping format.	**Due Date: February 15, 2011** Status: Complete, Ongoing
IDDE-2	S5.C.3.b	Create and adopt an ordinance to prohibit illicit discharges including an enforcement strategy.	**Due Date: February 15, 2009** Status: Complete
IDDE-3	S5.C.3.c	Document and implement a program for detecting and eliminating illicit discharges.	**Due Date: February 15, 2011** Status: Complete
IDDE-4	S5.C.3.d.ii	Identify a phone number and advertise the hotline to allow the public to report spills and illicit discharges.	**Due Date: February 15, 2009** Status: Complete
IDDE-5	S5.C.3.d.ii	Develop a system to track and maintain records on calls received and enforcement actions taken in response to calls.	**Due Date: February 15, 2009** Status: Complete
IDDE-6	S5.C.3.f	Conduct training for Public Works staff (Engineering and O& M) who would respond to illicit discharge complaints.	**Due Date: February 15, 2009** Status: Complete
IDDE-7	S5.C.3.d	Provide education to public about hazards of illicit discharges.	**Due Date: August 19, 2011** Status: Complete
2012 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
IDDE-8	S5.C.3.a	Ongoing Stormwater Mapping.	**Due Date: August 1, 2013** Status: Ongoing
IDDE-9	S5.C.3.a.v	Map all new connections since February 16, 2007.	**Due Date: August 1, 2013** Status: Ongoing
IDDE-10	S5.C.3.b	IDDE Ordinance Update.	**Due Date: August 1, 2013** Status: Complete
IDDE-11	S5.C.3.c	Implement Illicit Discharge, Detection and Elimination Program.	**Due Date: August 1, 2013** Status: Ongoing
IDDE-12	S5.C.3.c.i	Field screen 40% of MS4 by 12/31/17 – 12%/yr thereafter.	**Due Date: December 31, 2017** Status: Complete, Ongoing

IDDE-13	S5.C.3.c.i	Document field screening methodology in annual report.	**Due Date: March 31, 2015** Status: Complete
IDDE-14	S5.C.3.c.ii	Publicly list phone number for reporting spills.	**Due Date: August 1, 2013** Status: Ongoing
IDDE-15	S5.C.3.c.iii	Ongoing training program for all municipal field staff.	**Due Date: August 1, 2013** Status: Ongoing
IDDE-16	S5.C.3.c.iv	IDDE Education.	**Due Date: August 1, 2013** Status: Ongoing
IDDE-17	S5.C.3.d	Implement ongoing program to address illicit discharges, spills, and illicit connections.	**Due Date: August 1, 2013** Status: Ongoing
IDDE-18	S5.C.3.e	Provide ongoing training for IDDE staff.	**Due Date: August 1, 2013** Status: Ongoing

5. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

This section describes the Permit requirements, programs, and planned activities related to Controlling Runoff from New Development, Redevelopment and Construction Sites.

5.1 Permit Requirements

Section S5.C.4 of the Permit requires the City to:

- Develop and implement a program to reduce pollutants in stormwater runoff that enters the municipal separate storm sewer system from new development, redevelopment and construction site activities. The program must apply to both private and public projects.
- Create an ordinance that provides the legal authority for this program.
- Establish a permitting process with plan review, inspection, and enforcement.
- Ensure adequate long-term operation and maintenance of constructed stormwater facilities.
- Establish maintenance standards equivalent to those in the Western Washington Manual.
- Maintain records of projects reviewed, inspections and enforcement measures.
- Make copies of "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" available to representatives of proposed new development and redevelopment.
- Train staff responsible for implementation of program.

5.2 Current Activities

The City has adopted the 2005 Stormwater Management Manual for Western Washington to guide stormwater management of new development and redevelopment projects and will be adopting the 2012 Stormwater Management Manual for Western Washington. Battle Ground Municipal Code chapter 18.250 describes the stormwater requirements for projects within the City. Staff responsible for review of stormwater engineering plans have attended training on the requirements

of the Western Washington Manual. Follow-up training will be provided as needed based on changing requirements or staffing.

To control erosion from new development and redevelopment projects, the City has adopted the 2005 Western Washington Manual, Volume II, Construction Stormwater Pollution Prevention to guide clearing and grading and construction activities and will be adopting the 2012 Western Washington Manual, Volume II, Construction Stormwater Pollution Prevention Manual. Battle Ground Municipal Code chapter 18.255 describes erosion control requirements. The City requires and completes construction and stormwater site inspections during construction and post-construction phases. Copies of the Notice of Intent are given to all developers during pre-application meetings.

With the assistance of Department of Ecology Staff, the City revised the erosion control inspection and enforcement program. The City has a written erosion control policy that will result in the City applying enforcement more uniformly and giving fewer warnings before resorting to enforcement. Contractors or owners who are receiving their first violation, or have not had a violation in the past 12 months will receive a warning documenting the actions needed for compliance and a timeframe to complete these actions. Those who have received a violation in the past 12 months, or those that do not comply with the warning will be issued a stop work order or issued a citation and fine.

The City has established maintenance standards for stormwater facilities based on the 2005 Western Washington Manual for public and private facilities and published the standards in the City of Battle Ground Stormwater Facility Maintenance Manual (BG02.01, May 2014). The Maintenance Manual is available electronically on the City's Stormwater website or in print from the Engineering Department.

5.3 Activity Schedule

The following table outlines the implementation plan to achieve the goals and objectives of the program to control runoff from New Development, Redevelopment, and Construction Sites and meet the compliance deadlines in the Permit.

Table 5-1 Controlling Runoff From New Development, Redevelopment, and Construction Sites			
Purpose: Establish a program to reduce pollutants in stormwater runoff from new development projects, redevelopment projects, and construction sites. Apply the minimum technical requirements of Appendix 1 of the Phase II Permit (or equivalent).			
Applicability: All new development, redevelopment, and construction sites that disturb one acre or greater and smaller projects that are part of a larger development plan.			
2007 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
CTRL-1	S5.C.4.a	Revise the existing stormwater management ordinance to bring it into compliance with NPDES Phase II requirements.	**Due Date: February 16, 2010** Status: Complete
CTRL-2	S5.C.4.b	Increase site plan review, construction and post-construction inspections, enforcement activities, and enhance permitting process where needed to handle full implementation of Phase II requirements.	**Due Date: February 16, 2010** Status: Complete
CTRL-3	S5.C.4.c	Revise existing stormwater facilities maintenance standards to bring it into compliance with NPDES Phase II requirements.	**Due Date: February 16, 2010** Status: Complete
CTRL-4	S5.C.4.d	Establish procedures for tracking and keeping records of development projects, inspections, enforcement actions, and maintenance inspections.	**Due Date: February 16, 2010** Status: Complete
CTRL-5	S5.C.4.f	Provide training for staff in permitting, plan review, inspection and enforcement procedures consistent with NPDES Phase II requirements.	**Due Date: February 16, 2010** Status: Complete
2012 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
CTRL-6	S5.C.4.a	Update construction site runoff ordinance.	**Due Date: December 31, 2016** Status: Complete
CTRL-7	S5.C.4.a.i	Adopt Appendix 1 or approved Phase I Program.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-8	S5.C.4.a.i	Adopt variance criteria equivalent to Appendix 1.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-9	S5.C.4.a.iii	Adopt ordinance giving legal authority to inspect.	**Due Date: December 31, 2016** Status: Complete
CTRL-10	S5.C.4.b	Implement permit process for site plan review and inspection within new thresholds.	**Due Date: December 31, 2016** Status: Ongoing

CTRL-11	S5.C.4.b.i	Review all stormwater site plans for proposed development.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-12	S5.C.4.b.ii	Conduct pre-construction site inspections.	**Due Date: August 1, 2013** Status: Complete, Ongoing
CTRL-13	S5.C.4.b.ii	Inspect all sites for erosion and sediment controls.	**Due Date: August 1, 2013** Status: Complete, Ongoing
CTRL-14	S5.C.4.b.iii	Enforce ESC as necessary.	**Due Date: August 1, 2013** Status: Complete, Ongoing
CTRL-15	S5.C.4.b.iv	Conduct final ESC inspection.	**Due Date: August 1, 2013** Status: Complete, Ongoing
CTRL-16	S5.C.4.b.iv	Verify maintenance plan is completed for all new facilities.	**Due Date: December 31, 2016** Status: Complete, Ongoing
CTRL-17	S5.C.4.b.iv	Enforce maintenance plan (bond program).	**Due Date: December 31, 2016** Status: Ongoing
CTRL-18	S5.C.4.b.v	Inspect at least 80% of sites.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-19	S5.C.4.b.vi	Implement enforcement strategy.	**Due Date: August 1, 2013** Status: Complete, Ongoing
CTRL-20	S5.C.4.c	O&M for private stormwater facilities and BMPs - Long term maintenance – Treatment and flow control BMPs.	**Due Date: August 1, 2013** Status: Complete
CTRL-21	S5.C.4.c.i	Implement enforcement mechanism identifying responsibility for O&M.	**Due Date: August 1, 2013** Status: Complete
CTRL-22	S5.C.4.c.ii	Establish maintenance standard equal to Chapter 4, Volume V of 2012 SMMWW.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-23	S5.C.4.c.ii	Conduct annual inspection of private facilities approved after 2/15/10.	**Due Date: August 1, 2013** Status: Complete, Ongoing
CTRL-24	S5.C.4.c.iv	Inspect bonded residential facilities every 6 months until 90% of lots are constructed and lots are fully stabilized.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-25	S5.C.4.c.v	Comply with inspection requirements of inspection of at least 80% of facilities.	**Due Date: August 1, 2013** Status: Ongoing
CTRL-26	S5.C.4.c.vi	Perform timely maintenance.	**Due Date: August 1, 2013** Status: Ongoing
CTRL-27	S5.C.4.c.vii	Track inspections, enforcements, etc. (All notices).	**Due Date: August 1,2013** Status: Ongoing
CTRL-28	S5.C.4.d	Make NOI for construction and industrial sites available and enforce local regulations on NPDES construction sites.	**Due Date: August 1, 2013** Status: Ongoing
CTRL-29	S5.C.4.e	Train all applicable staff on above activities and track.	**Due Date: December 31, 2016** Status: Ongoing

CTRL-30	S5.C.4.f	Implement Low Impact Development requirements.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-31	S5.C.4.f.i	Incorporate LID into codes, rules, standards, and enforcement documents, making LID the preferred/commonly used approach.	**Due Date: December 31, 2016** Status: Ongoing
CTRL-32	S5.C.4.f.ii	Submit summary of LID update process.	**Due Date: March 31, 2017** Status: Ongoing

6. POLLUTION PREVENTION AND OPERATION AND MAINTENANCE FOR MUNICIPAL OPERATIONS

This section describes the Permit requirements, programs, and planned activities related to Pollution Prevention and Operation and Maintenance for Municipal Operations.

6.1 Permit Requirements

Section S5.C.5 of the Permit requires the following from the City:

- Develop and implement an operations and maintenance (O&M) program with the ultimate goal of preventing or reducing pollutant runoff from municipal operations.
- Establish maintenance standards for the municipal separate stormwater system that are at least as protective as those specified in the 2012 Stormwater Management Manual for Western Washington.
- Conduct inspections of stormwater flow control and treatment facilities and catch basins according to required frequencies, unless previous inspection data show that a reduced frequency is justified.
- Establish and implement procedures to reduce stormwater impacts associated with runoff from municipal operation and maintenance activities including but not limited to streets, parking lots, roads or highways owned or maintained by the City, and to reduce pollutants in discharges from all lands owned or maintained by the City.
- Develop and implement an ongoing training program for staff whose job functions may impact stormwater quality. Document the training program.
- Prepare Stormwater Pollution Prevention Plans (SWPPP) for all heavy equipment maintenance or storage yards and material storage facilities owned or operated by the City that are not covered by an Industrial Stormwater General Permit.
- Summarize annual activities for the Annual Report. Include any updates to the SWMP document.

6.2 Current Activities

Currently, the City operates an operations and maintenance (O&M) program with the goal of minimizing pollutant runoff from municipal operations. City crews have a program in place for

street and gutter sweeping and stormwater facility maintenance. Over the past summer additional temporary workers were hired using Department of Ecology Capacity grant funds to assist with stormwater facility maintenance.

This year City staff inspected and maintained each of the City's 80 publicly owned stormwater facilities at least 2-3 times. Additionally, the City has a program in place to inspect critical locations after major storm events.

6.3 Activity Schedule

The following table outlines the implementation plan to achieve the goals and objectives of the Operations and Maintenance Program and meet the compliance deadlines in the Permit.

Table 6-1 **Pollution Prevention and Operations and Maintenance**			
Purpose: Develop an O&M program to prevent or reduce pollutant runoff from municipal operations.			
Applicability: All stormwater treatment and flow control facilities, catch basins, streets and roadways, and non-roadway public properties managed by the City.			
2007 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
O&M-1	S5.C.5.a	Establish maintenance standards as protective as those in the Western Washington Manual.	**Due Date: February 15, 2010** Status: Complete
O&M-2	S5.C.5.g	Establish and implement policies and procedures to reduce pollutants from municipal operations.	**Due Date: February 15, 2010** Status: Complete
O&M-3	S5.C.5.b	Establish inspection program for publicly owned inlets, stormwater treatment and flow control facilities including a tracking mechanism.	**Due Date: February 15, 2010** Status: Complete
O&M-4	S5.C.5.h	Create training for all employees whose job functions may impact stormwater quality.	**Due Date: February 15, 2010** Status: Complete
O&M-5	S5.c.5.i	Develop SWPPP for all publicly owned equipment and material storage yards.	**Due Date: February 15, 2010** Status: Complete
2012 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
O&M-6	S5.C.5.a	Update maintenance standards = Chapter 4, Volume V of 2012 SMMWW.	**Due Date: December 31, 2016** Status: Ongoing

O&M-7	S5.C.5.a.ii	Perform timely maintenance.	**Due Date: August 1, 2013** Status: Ongoing
O&M-8	S5.C.5.b	Annually inspect all treatment and flow control facilities.	**Due Date: August 1, 2013** Status: Ongoing
O&M-9	S5.C.5.c	Perform spot check inspections after major storms (10 year – 24 hour).	**Due Date: August 1, 2013** Status: Ongoing
O&M-10	S5.C.5.d	Inspect and maintain all catch basins by August 2017, then every 2 years thereafter.	**Due Date: August 1, 2017** Status: Ongoing
O&M-11	S5.C.5.e	Ensure 95% compliance for O&M inspections.	**Due Date: August 1, 2013** Status: Ongoing
O&M-12	S5.C.5.f	Establish and implement practices to reduce stormwater impacts.	**Due Date: August 1, 2013** Status: Complete, Ongoing
O&M-13	S5.C.5.g	Implement O&M training program to train to standards.	**Due Date: August 1, 2013** Status: Complete, Ongoing
O&M-14	S5.C.5.h	SWPPPs for all heavy equipment maintenance and storage yards.	**Due Date: August 1, 2013** Status: Complete, Ongoing
O&M-15	S5.C.5.i	Maintain records of inspections and maintenance or repair activities.	**Due Date: August 1, 2013** Status: Complete, Ongoing

7. TOTAL MAXIMUM DAILY LOAD REQUIREMENTS

This section describes the Permit requirements, programs, and planned activities related to Total Maximum Daily Load Requirements (TMDLs) for TMDLs listed in Appendix 2 of the Phase II Permit. For all other applicable TMDLs, compliance with the Phase II Permit is considered compliance with the TMDL and no additional SWMP documentation is required.

7.1 Permit Requirements

Section S7 of the Permit requires the City to comply with the requirements of applicable TMDLs as follows:

- For applicable TMDLs listed in Appendix 2 of the Permit, comply with the specific requirements identified in Appendix 2. Maintain records of all required actions that are relevant to applicable TMDLs. TMDL implementation shall be included as part of the annual report submitted to Ecology.
- Where monitoring is required in Appendix 2 of the Permit, conduct the monitoring according to a Quality Assurance Project Plan (QAPP) approved by Ecology.
- For applicable TMDLs not listed in Appendix 2 of the Permit, compliance with the Permit shall constitute compliance with those TMDLs.
- For TMDLs that are approved by EPA after the Permit was 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. The City is encouraged to participate in development of TMDLs within their jurisdiction and to begin implementation.

The City Battle Ground is not affected by any TMDLs listed in Appendix 2 of the permit.

8. MONITORING AND ASSESSMENT

This section describes the Permit requirements and planned activities related to water quality monitoring and assessment.

8.1 Permit Requirements

Section S8 of the Permit requires water quality sampling or other testing only if TMDLs apply or testing is required for characterizing illicit discharges. However, the Annual Report must include the following items:

- Provide a description of stormwater monitoring or studies conducted during the reporting period. If stormwater monitoring was conducted on behalf of the City, or if studies or investigations conducted by other entities were reported to the City, a brief description of the type of information gathered or received shall be included in the Annual Report.

8.2 Current Activities

In the past year the City has not conducted any monitoring activities. To prepare for future monitoring the City has worked with other Southwest Washington permittees on a regional monitoring program. In 2010, to meet the permit requirements for preparation for future long term monitoring, the City in partnership with the City of Washougal, put together a plan as preparation for future monitoring efforts. This document covers sites selected for monitoring activities and details two plans for monitoring locally important constituents of concern.

The City has opted to pay a fee to the Department of Ecology to participate in a Regional Stormwater Management Program (RSMP), rather than conduct its own independent stormwater monitoring. The City will pay annual fees into a collective fund to implement RSMP effectiveness studies and the RSMP Source Identification Information Repository (SIDIR).

8.3 Activity Schedule

The following table outlines the implementation plan to achieve the goals and objectives of the Monitoring Program and meet the compliance deadlines in the Permit.

Table 8-1 Monitoring and Assessment			
Purpose: Participate in a Regional Stormwater Management Program or conduct monitoring.			
Applicability: Stormwater Monitoring and Assessment applies to all Phase II Permittees.			
2007 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
MON-1	S8.C.1.a.iv	Select Monitoring Sites for next Permit Cycle.	**Due Date: December 31, 2010** Status: Complete
MON-2	S8.C.1.b.iii	Develop two monitoring plans.	**Due Date: December 31, 2010** Status: Complete
MON-3	S8.C.1	Participate in development of regional monitoring program.	**Due Date: N/A** Status: Ongoing
2012 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
MON-4	S8.A	Submit monitoring or stormwater studies.	**Due Date: March 31, 2016** Status: N/A
MON-5	S8.C.1	Effectiveness Monitoring Notification and Contribution.	**Due Date:** **Notify by December 1, 2013** **Payment by August 15, 2014, then annually** Status: Complete, Ongoing
MON-6	S8.D	Source Identification and Diagnostic Monitoring (Information Repository).	**Due Date:** **Annual payments begin August 15, 2014** Status: Ongoing

9. LOW IMPACT DEVELOPMENT

This section describes the Permit requirements and planned activities related to Low Impact Development (LID).

9.1 Permit Requirements

Section 5.C.4.f of the Permit requires the following of the City:

- Permittees shall review, revise and make effective their local development-related codes, rules and standards, or other enforceable documents to incorporate and require LID principles and LID BMPs.
- Permittees shall submit a summary of the results of the review and revision process with the annual report.

9.2 Current Activities

The City of Battle Ground encourages developers to utilize LID wherever feasible. LID Best Management Practices (BMPs) are allowed by the City's Stormwater Code. The City has also adopted street standards that include LID practices such as reduced pavement areas. The City has identified the main barriers to the use of LID in Battle Ground. The barriers identified, as well as potential solutions are discussed below. Additionally, the City has prepared a report describing the use of LID in the City (City of Battle Ground LID Preparation, March 2011).

The primary barrier to the use of LID in Battle Ground is poor soil conditions. Most of the City is comprised of tight clay soils with very poor infiltration capacity. This barrier can be addressed by limiting the use of infiltration-dependant LID BMPs to the areas of the City that allow infiltration, and utilizing non-infiltration BMPs in the remainder of the City.

Another barrier to the use of LID is the perceived additional cost of LID BMPs. This cost reflects not only the cost of materials, but also the larger area that some LID BMPs may require; which to a developer means reduced profits. This barrier can be addressed by educating developers and engineers on effectively using LID. When effectively designed, LID can be an asset to the development and can potentially raise profits. Additionally, using the LID philosophy of treating stormwater in several small facilities dispersed throughout the development, rather than in one large facility, space that would otherwise be wasted can be used to treat stormwater and potentially increase the area available for buildings. Other LID BMPs such as pervious pavement may cost more than typical construction techniques, but will also save costs by reducing the amount of support infrastructure such as storm sewer and stormwater treatment facilities required.

The final major barrier to the use of LID in Battle Ground is regulatory. When the revised stormwater code was written, staff indentified LID BMPs that would be specifically allowed by the City in the code. These included bioretention areas, amended soils, permeable paving, and

vegetated roofs. The code also allows other LID BMPs to be used with the approval of the Public Works Director. Other LID BMPs, such as minimal excavation foundation systems and roof rainwater collection systems, were not included in the stormwater code because they may be difficult to implement under current building codes. As these techniques become more common and better understood, building codes can be revised to allow their use.

10. REPORTING

This section describes the Permit requirements and planned activities related to water quality monitoring.

10.1 Permit Requirements

Section S9 of the Permit requires the following of the City:

- Submit an annual report to Ecology by March 31, 2016. The Annual Report shall include the SWMP, Annual Report form, and notification of jurisdictional boundary changes that affect the geographic area of Permit coverage, together with any implications for the SWMP.
- Plan to keep all records related to the Permit and SWMP for at least five years. Submit records to Ecology upon request.
- Make records related to the Permit and SWMP available to the public at reasonable times during business hours. Provide a copy of the most recent annual report to any individual or entity upon request.

10.2 Activity Schedule

The following table outlines the implementation plan to achieve the goals and objectives of the Reporting Program and meet the compliance deadlines in the Permit.

Table 10-1 Reporting			
Purpose: Document SWMP activities and submit annual reports to Ecology.			
Applicability: All City stormwater program activities related to Permit compliance.			
2007 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
RPT-1	S9.A	Submit First Annual Report and copy of initial 2007 SWMP.	**Due Date: March 31, 2008** Status: Complete
RPT-2	S9.A	Submit Second Annual Report and copy of current SWMP.	**Due Date: March 31, 2009** Status: Complete
RPT-3	S9.A	Submit Third Annual Report and copy of current SWMP.	**Due Date: March 31, 2010** Status: Complete
RPT-4	S9.A	Submit Fourth Annual Report and copy of current SWMP.	**Due Date: March 31, 2011** Status: Complete
RPT-5	S9.A	Submit Fifth Annual Report and copy of current SWMP.	**Due Date: March 31, 2012** Status: Complete
RPT-6	S9.A	Submit Sixth Annual Report and copy of current SWMP.	**Due Date: March 31, 2013** Status: Complete
RPT-7	S9.A	Submit Seventh Annual Report and copy of current SWMP.	**Due Date: March 31, 2014** Status: Complete
2012 NPDES Phase II Permit Goals			
Task ID	**Permit Section**	**Task Description**	**Schedule Notes**
RPT-8	S9.A	Submit annual report.	**Due Date: March 31, 2015** Status: Complete
RPT-9	S9.A	Submit annual report.	**Due Date: March 31, 2016** Status: Pending
RPT-10	S9.A	Submit annual report.	**Due Date: March 31, 2017** Status: Pending
RPT-11	S9.A	Submit annual report.	**Due Date: March 31, 2018** Status: Pending

11. CONCLUSION

This SWMP has been prepared to demonstrate compliance with the requirements of the NPDES Phase II Permit. The implementation tables indicate planned activities as of December 2015. This SWMP is a living document that will be updated annually to reflect progress with implementing the stormwater management program components required for compliance with the Permit.

ATTACHMENTS

Stormwater Management Program

Education & Outreach Tracking Form

Program/Event	Component	Activity Type	Date
Illicit Discharge Ordinance	Planning Commission Public Hearing	Presentation	07/22/2009
	City Council Public Hearing	Presentation	08/17/2009
Website	Website	Website Online	07/23/2009
National Night Out	Brochures and Fact Sheets	Distributed	08/04/2009
	Stormwater Quiz	Distributed/collected	08/04/2009
	Stormwater Magnets	Distributed	08/04/2009
Dog Days of Summer	Canines for Clean Water pledge	Distributed/collected	08/22/2009
Parade of Homes	Brochures and Fact Sheets	Distributed	08/29/2009
	Stormwater Quiz	Distributed/collected	08/29/2009
	Stormwater Magnets	Distributed	08/29/2009
Runoff Open House	Brochures and Fact Sheets	Distributed	10/28/2009
	Stormwater Magnets	Distributed	10/28/2009
	Draft Code	Distributed	10/28/2009
	Brochures and Fact Sheets	Distributed	11/30/2009
	Stormwater Magnets	Distributed	11/30/2009
	Draft Code	Distributed	11/30/2009
Runoff Ordinance	Planning Commission Public Hearing	Presentation	12/09/2009
	City Council Public Hearing	Presentation	01/04/2010
	City Council Meeting	Presentation	01/19/2010
	City Council Meeting	Presentation	02/16/2010
	Planning Commission Public Hearing	Presentation	02/24/2010
Student Education	City Council Meeting	Presentation	01/19/2010
	City Council Meeting	Presentation	02/01/2010

	City Council Meeting	Presentation	03/15/2010
	City Council Meeting	Presentation	06/21/2010
	City Council Meeting	Presentation	09/06/2011
	Student Water Sampling	Facilitator	01/13/2014
	Student Water Sampling	Facilitator	02/25/2014
	Student Water Sampling	Facilitator	03/24/2014
	Student Water Sampling	Facilitator	05/08/2014
	Watershed Congress	Facilitator	05/23/2014
	Student Water Sampling	Facilitator	10/13/2014
	Student Water Sampling	Facilitator	11/10/2014
	Classroom Presentation	Presentation	12/04/2014
	Classroom Presentation	Presentation	12/05/2014
	Student Water Sampling	Facilitator	12/08/2014
	Student Water Sampling	Facilitator	01/09/2015
	Student Water Sampling	Facilitator	02/09/2015
	Student Water Sampling	Facilitator	03/09/2015
	Student Water Sampling	Facilitator	04/13/2015
	Student Water Sampling	Facilitator	09/25/2015
	Student Water Sampling	Facilitator	10/15/2015
	Student Water Sampling	Facilitator	11/13/2015
	Student Water Sampling	Facilitator	12/18/2015
	Erosion Control Training for Building Department	Presentation	12/07/2015
	SWPPP Training to Operations Department	Presentation	12/10/2015
Stormwater Partners	Stormwater Partners Website Live	Website	02/15/2011
	Facility Maintenance Workshop	Workshop	03/08/2011
	Flash Drives with Maintenance info	Distributed	05/03/2011
	Stormwater Medallions	Ordered	05/18/2011
	Stormwater Facility Signs	Ordered	06/05/2011
	Stormwater Survey Completed	Online Survey	06/09/2011
	Realtor information brochure	Distributed	06/10/2011
Illicit Discharge Education	Automotive spill posters	Distributed	08/19/2011

Student Education	Career Day	Presentation	02/09/2012
Permit Re-issuance	City Council Meeting	Presentation	03/05/2012
Citizen Education	Wetland	Meeting	020/3/2012
	Drainage	Meeting	03/15/2012
	Drainage	Meeting	03/15/2012
	Detention Pond	Meeting	04/20/2012
	Drainage	Meeting	05/15/2012
	Illicit discharge	Meeting	06/6/2012
	Drainage	Meeting	08/31/2012
	Drainage	Meeting	09/11/2012
	Riparian Areas	Meeting	09/27/2012
	Storm Drain Stenciling	Coordination	01/19/2015

Illicit Discharge Program Tracking

Date	type	Description
09/03/2009	ID 1	Painter dumping wash water into Catch Basin
11/19/2009	ID 2	Bus spilled oil after damaging oil pan on RR crossing
12/11/2009	ID 3	Used cooking oil leaking into parking lot
04/08/2010	ID 4	Reported neighbor washing/pressure washing car in driveway.
04/16/2010	ID 5	Floor cleaner dumping waste water into storm drain
06/18/2010	Screening	Mapping and screening Manholes
07/21/2010	ID 6	Pressure washing trucks at Dairy
08/09/2010	ID 7	Oil reported leaking into yard. "Oil" turned out to be black algae
09/15/2010	Screening	Mapping and screening Manholes
09/21/2010	ID 8	Large amount of oil in pond at NW 5th St and 20th Ave
09/21/2010	ID 9	Individual drained gas tanks of 2 junk cars onto ground
10/06/2010	ID 10	Oil dumped into catch basin at apartment complex on N. Parkway
10/12/2010	Screening	Mapping and screening Manholes
01/03/2011	Screening	Screened Outfalls to Railroad Ditch
01/07/2011	Screening	Mapping and screening Manholes
02/07/2011	Screening	Screened outfalls to Mill Creek
02/08/2011	Screening	Mapping and screening Manholes
02/15/2011	Screening	Mapping and screening Manholes
03/24/2011	Screening	Screened outfalls to south Woodin Creek
05/18/2011	ID 11	Oil dumped on ground at house.
05/16/2011	ID 12	Old car leaking transmission fluid in driveway
07/20/2011	ID 13	Power washing company filling truck from hydrant and dumping tank into gutter
08/17/2011	Screening	Screening manholes
08/17/2011	ID 14	Homeowner had been dumping concrete wash water into gutter
08/19/2011	Education	Distributed Spill prevention education posters to Automotive Businesses
08/22/2011	Screening	Screening manholes
09/14/2011	ID 15	Neighbor reported oil dumped into catch basin. No evidence of oil could be found.
09/17/2011	ID 16	Granite Countertop Company discharging cutting slurry into parking lot.
03/25/2012	ID 17	Citizen report of Oil dumping from auto repair shop. Forwarded to Clark County.
03/30/2012	ID 18	Oil Sheen on road leading to parked car. Spoke with car owner.
04/09/2012	Screening	Completed screening of Woodin Creek.
04/17/2012	ID 19	Home owner call to report a paint spill. Assisted owner with cleanup.
04/20/2012	Screening	Completed re-screening of Rail Road Ditch.
06/06/2012	Meeting	Met with Dairy about industrial permit and reports of milk in creek.
05/22/2013	ID 20	Oil/fuel spill on NW 20th Ave., NW 9th St., NW 21st Ave., and NW 5th St. City applied sand to heavy areas and installed absorbent pads in catch basins.
06/14/2013	ID 21	Cooking grease dumped into private catch basin. Owner used shop vacuum and shovel to remove grease and sediment and clean pipe.

09/30/2013	ID 22	High turbidity discharge to mitigation lot. Coordinated with DOE and two contractors to correct problem.
10/07/2013	ID 23	50 gallon sewage spill to ditch. City used Vac Truck to clean out ditch and repaired broken air ejection station.
11/07/2013	ID 24	Report of smell and something on ground around catch basin at Albertsons. Investigated and determined to not be a contaminant.
03/07/2014	ID 25	Sheen on roadway. Followed to residence and notified owner. Owner cleaned up driveway.
03/27/2014	ID 26	Sheen on roadway. Followed to edge of town but unable to determine source.
04/09/2014	ID 27	Notified by DOE about concerns of high water and erosion. Investigation found a beaver dam on private property. No further action.
05/13/2014	ID 28	White, powdery substance on roadway. Notified adjacent granite shop of spill and stone cuttings in their parking lot. Owner to clean up parking lot.
05/20/2014	ID 29	Grease dumping in catch basin. Notified business complex leasing office who had catch basins and lines cleaned.
05/29/2014	ID 30	Sewer manhole leaking sewage into Woodin Creek. City crews removed debris from manhole and cleaned up surrounding area.
06/10/2014	ID 31	White, cloudy substance in Woodin Creek. Investigated with DOE and met with dairy and other businesses. Unable to trace to source because it had dissipated.
06/12/2014	ID 32	White, cloudy substance in Woodin Creek. Investigated with DOE, but unable to determine source.
10/21/2014	ID 33	Grain dumping in catch basin at distillery. Met with owners to refrain from washing into catch basin.
12/10/2014	ID 34	Followed sheen on roadway to Wells Fargo Bank. Found vehicle with oil leak and cleaned up parking lot and around catch basin.
05/07/2015	ID 35	Foam in Woodin Creek at Central Park. Determined to be organic.
06/12/2015	ID 36	Vehicle leaking fluids in driveway. Made several visits to residence and mailed a letter asking them to fix the leak and clean up the leaked fluids.
08/12/2015	ID 37	ERTS # 658770. Approximately 2,000 gallons of sewage leaked from sewer force main. Contractor hired under emergency contract to repair leak and clean up contaminated soil.
11/05/2015	Screening	Mapping and screening outfalls on Woodin Creek and Mill Creek.
11/23/2015	Screening	Mapping and screening outfalls on Jewel Creek, Mill Creek and WSDOT ditch.
11/24/2015	Screening	Mapping and screening outfalls on Woodin Creek.
11/25/2015	Screening	Mapping and screening outfalls on Woodin Creek.
11/30/2015	Screening	Mapping and screening outfalls on Mill Creek and unnamed tributary to Salmon Creek.
12/01/2015	Screening	Mapping and screening outfalls on Mill Creek.
12/02/2015	Screening	Mapping and screening outfalls on Mill Creek.
12/03/2015	Screening	Mapping and screening outfalls on Mill Creek and WSDOT ditch.
12/04/2015	Screening	Mapping and screening outfalls to wetlands.
12/06/2015	Screening	Mapping and screening outfalls to Mill Creek.
12/07/2015	Screening	Mapping and screening outfalls to Railroad Ditch and Mill Creek.
12/09/2015	Screening	Mapping and screening outfalls to Mill Creek and Railroad Ditch.
12/15/2015	Screening	Mapping and screening outfalls to Jewel Creek and Gardiner Ditch

12/16/2015	Screening	Mapping and screening outfalls to Gardiner Pond/wetland, Railroad Ditch, WSDOT ditch and Woodin Creek.

Illicit Discharge Investigation Notes

Incident ID: 0035

Call Date: 05-07-2015	Initial investigation date: 05-07-2015

Investigators: Rick Adams (COBG) Kelly Uhacz (COBG)

☐ No investigation made	Reason:
☐ Referred to different department/agency:	Department/Agency:
☐ Investigated: No action necessary	
☒ Investigated: Requires action	Description of actions: Follow up investigation

Odor	☒ None	☐ Sewage	☐ Rancid/Sour	☐ Petroleum (gas)
	☐ Sulfide (rotten eggs); natural gas	☐ Other: Describe in "Notes" section		
Appearance	☐ "Normal"	☐ Oil sheen	☐ Cloudy	☒ Suds
	☐ Other: Describe in "Narrative" section			
Floatables	☐ None:	☐ Sewage (toilet paper, etc)	☐ Algae	☐ Dead fish
	☒ Other: Describe in "Notes" section			

Notes:
Caller left a message, then called Operations a couple of hours later. Operations emailed me and I forwarded it to Mark Herceg two hours later since I was out of the office. Rick Adams looked at the creek from Hidden Glen Park south, but this was approximately 0.25 miles south of the reported location.
On the morning of 5-8-2015, I spoke to Mike Venne, Mark Herceg and Rick Adams, and called [redacted]. [redacted] said the foam was at Central Park and had and odor. I reported this to DOE (ERTS #656636), then made a site visit. There was still foam in the creek. It was being caught be grass clippings floating in the water. I collected a sample at 9:45 AM from Woodin Creek at E. Main Street in Central Park. I also spoke to an employee from [redacted] adjacent to the creek. He said he has seen foam in the creek and the grass clippings are worse than they have been in the past.
I spoke with several neighbors along the creek and let them know not to let grass clippings get in the creek.
I returned to the office and spoke with Mark Herceg and he agreed that we should have the sample analyzed. I called DOE to ask about having the sample analyzed and Curt Piesch emailed that he would be coming out to look at the creek.

I looked at the creek at several locations and found bubbles up to [redacted] N. Clark Avenue, but did not see them at NE 6th Street.

I was unable to determine where the grass clippings were coming from but they appeared to be coming from somewhere between NE 1st Street and N. Clark Street.

11:52 AM. Received a call from Curt Piesch (DOE). He was at the site and believed that it is organic and does not need to be analyzed. He also did not have a way to get the sample to Manchester Lab in Olympia to be analyzed.

Hours between call and investigation: 0	Hours to close incident: 28

Date case closed: 5-8-2015

Illicit Discharge Investigation Notes

Incident ID: 0036

Call Date: 06-12-2015	Initial investigation date: 06-12-2015

Investigators: Rick Adams (COBG) Kelly Uhacz (COBG)

☐ No investigation made	Reason:
☐ Referred to different department/agency:	Department/Agency:
☐ Investigated: No action necessary	
☒ Investigated: Requires action	Description of actions: Follow up investigation

Odor	☒ None	☐ Sewage	☐ Rancid/Sour	☐ Petroleum (gas)
	☐ Sulfide (rotten eggs); natural gas	☐ Other: Describe in "Notes" section		
Appearance	☐ "Normal"	☒ Oil sheen	☐ Cloudy	☐ Suds
	☐ Other: Describe in "Narrative" section			
Floatables	☐ None:	☐ Sewage (toilet paper, etc)	☐ Algae	☐ Dead fish
	☒ Other: Describe in "Notes" section			

Notes:

Notified by Rick Adams (COBG) of vehicle leaking fluids in driveway. Made site visit, photographed leaks and met with resident. She said she would have her husband repair the leak and clean up the fluids this weekend.

Follow up: 6/16/15 – Rick A. reported car was still leaking. I stopped by, but car was gone and no one was home. Small bucket was in driveway with oil still all around. Left my card on the door with a note asking them to clean up spill in driveway with an absorbent.'

6/18/15 – Mailed letter to homeowners [redacted] asking them to clean up the spill.

7/2/15 – Drove by site and observed absorbent material on spill and vehicle removed from site.

Hours between call and investigation: Less than 1	Hours to close incident: three weeks

Date case closed: 07-03-2015

Illicit Discharge Investigation Notes

IDDE #37

City of Battle Ground

City Hall • Engineering Department

109 S.W. 1st Street, Suite 122 • Battle Ground, WA 98604 • (360) 342-5070 • Fax (360) 342-5057

5-Day Sanitary Sewer Overflow Incident Report -- NPDES Permit WA0023639 Section S3.E

MAIL TO: WQ Permit Coordinator, Southwest Regional Office, PO Box 47775, Olympia WA 98504-7775

This is: **Final Report**

REPORTING:	Make Initial Report to 24-hr Spills Line: (360) 407-6300 Address follow up with permit manager: Dave Knight at (360) 407-6277 Dept of Health Drinking Water Program: 360-521-0323 (wk) 360-481-4901 (after hrs)

Date/Time Incident Discovered/Reported: 8/12/2015 at approximately 9:30 AM Means of Discovery: Nearby homeowners called in an odor. After looking for source the spill was discovered.
Municipal Sewer Service Provider: City of Battle Ground
Response Conducted By: City of Battle Ground Beginning at (date/time): 8/12/2015 at approximately 10:00 AM

Location of Overflow: field east of 800 block of SW 20th Avenue
Site Map Attached: (Yes/No) (please attach and show route for sewage discharges to surface waters)
Material Discharge (e.g. raw sewage): raw sewage
Initial Estimate of Amount of Sewage: (volume or flow rate): unknown
Date/Time overflow was estimated to have begun: unknown
Immediate Sewer Overflow Report **(per S3.E.1 of WA0023639)** called in at: 8/12/2015 at approximately 10:30 AM
Emergency Response Tracking System (ERTS) Number they assigned: 658770
Date/Time overflow was halted: 8/13/2015 at 4:00 PM Final Estimated Volume: 2,000 gallons spilled

Circumstances causing the overflow: (Continue on additional pages if needed)
The easement along which the force main runs is overgrown with trees, one of which grew into the pipe causing the leaking pipe and the spill.

Actions taken to halt the overflow, clean up, and prevent recurrence: (Attach more pages if needed)
Upon notification to City staff the City used its vactor truck and excavator to try and uncover the leaking force main. After some work it was determined that the City did not have large enough equipment to handle on our own. The City hired Tapani Underground under an emergency contract to help do the work. First a hole was dug and an emergency bypass pump was installed. After this was completed the force main was dug up and repaired. Finally, the bypass pump was removed. For clean up the contaminated dirt will be properly disposed of and the site will be covered in lime. To prevent recurrence the City is adding a project to our list for next year to remove the trees from over the easement and cover it with rock so that it doesn't happen again.

CERTIFICATION REQUIRED BY SECTION G1 of WA0023639: 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 knowing violations.

John M. Williams, City Manager

8/18/15
Date

John M. Williams
(Printed Name of Authorized Representative)

City of Battle Ground

Stormwater Education and Outreach
Measuring Understanding and Adoption Behaviors Summary
December 2015

The City of Battle Ground developed a stormwater survey to measure the understanding and adoption behaviors related to Stormwater Education and Outreach. The City of Battle Ground meets the NPDES Phase II Permit requirement of Section S5.C1.c with this report.

The survey was posted online November 19, 2015 on the City's Facebook page without links to any educational materials. The City received 15 completed surveys during the pre-test period. A second post was made to the City's Facebook page on December 7, 2015 with links to the online survey and to online educational materials. The City received 9 completed surveys after the second posting.

The City also worked with Maple Grove School in Battle Ground to give the survey to several fourth grade classes. Forty-three students took the survey before any information was given to them in class. The instructor gave the students information from stormwater fact sheets available on the City of Battle Ground's website. Thirty-seven students took the survey again after they were given instruction about best practices related to stormwater.

Information sheets used for the education piece of this project are included in the final report.

A summary of the answers to the surveys is included in the Results section of the final report. Copies of the surveys are also included. Results generally showed a very good understanding and adoption of best practices in the pre-tests and an improved understanding and adoption after information on best practices was given online and to the students.

City of Battle Ground

Erosion Control Inspection and Enforcement Policy

November 2012

ESCALATING ENFORCEMENT POLICY

This policy establishes a formal enforcement procedure to be followed by the Public Works and Building Departments when enforcement action is necessary on sites that do not comply with the City of Battle Ground Erosion Control Code (BGMC 18.255).

Once site conditions have been verified, and if the site is determined to be in a state of non-compliance, enforcement actions are pursued. All persons issuing violation notices shall be authorized by the planning director, city engineer, or building official and a list of those authorized maintained at City Hall.

I. Correction Notice

A correction notice may be used for minor violations which have not yet resulted in degradation of surface water quality. These may include lack of installation and maintenance of appropriate erosion control Best Management Practices (BMPs) or failure to address minor deficiencies in existing BMPs, (Such as adding more straw mulch, repairing silt fence, re-covering stockpiles, etc). Correction notices may be verbal or written. Verbal correction notices will be documented in the Inspector's daily notes for the project or via a letter sent to the responsible party. The time period for implementing corrections required by the correction notice will be provided with the notice. A reasonable effort to obtain a voluntary correction should be pursued.

II. Stop Work Order

Any time an Erosion Control Inspector finds a violation of the Erosion Control Code which poses an immediate threat to the general health, safety, or welfare of the public or would result in damage to public or private property or the environment they may issue a stop work order (SWO).
The stop work order shall contain the following information:

1. The name and address of the person or contractor receiving the SWO
2. The street address when available; or a legal description sufficient for the identification of the site where the violation is occurring
3. A brief description of the history of the violation, including dates of notices and warnings and the name of the inspector involved in each of these prior steps
4. A concise description of the nature of the violation
5. A statement of the action required to be taken as determined by the inspector, and a date for correction to be implemented
6. A statement that a civil penalty in the amount of one thousand dollars per day shall be assessed for each day the SWO is violated per BGMC 18.255.130
7. A statement that the stop work order may be appealed to the hearing examiner pursuant to BGMC 17.200.140, but the SWO will remain in effect until successfully appealed or lifted when the inspector determines that sufficient compliance has been achieved.

III. Citation and Civil Penalty

A Citation and Civil Penalty may be issued when a contractor or owner fails to comply with a stop work order, a repeated violation exists, the violation creates a situation or condition that cannot be readily corrected (e.g. sediment entering a stream, wetland or lake), or when the contractor or owner knows or reasonably should have known that the action is in violation of laws, regulations, codes or permit conditions (e.g. an intentional discharge of sediment to the storm drainage system and/ or surface waters).

When any of the above circumstances exist, the Inspector immediately issues a Stop Work Order, notifies the Public Works Director, and presents the contractor or owner with a citation as described in BGMC 18.255.120, including the civil penalty associated with the citation

IV. Infrequent Offenders

At the Inspector's discretion, if an individual or company is in violation of the City of Battle Ground Erosion Control Code for the first time, or it has been at least 12 months since the last violation, a written correction notice may be given to the contractor or owner informing them they are not in compliance. The Correction notice will detail the actions required to come in compliance and a length of time to complete the actions. At the time specified in the letter the Inspector will re-inspect the site to check for compliance. If all work has been satisfactorily completed, the complaint is closed. If the work has not been satisfactorily completed within the established time frame a stop work order and/or Citation will be issued if warranted.

If an individual or company has been in violation of the City Erosion Control Code in the past 12 months the individual or company are considered repeat offenders. The Inspector may issue a Stop Work Order and/or citation to the individual or company and continue to inspect the site until it is brought into compliance.

V. Emergency Work and Immediate Hazards

If an immediate hazard to public safety is present the city may abate such hazard without following the procedures of this policy. Any work determined by the city engineer to be an emergency shall be exempt from Erosion Control Requirements for twenty-four hours; however erosion control BMPs must be followed if practical. If work extends past twenty-four hours the provisions of this policy will go into effect.

Created By: Bryan Kast Date: 12/4/12
Bryan Kast, PE, Stormwater Engineer

Authorized By: Scott R. Sawyer Date: 12-4-12
Scott Sawyer, PE, Public Works Director/City Engineer

Authorized By: Robert Maul Date: 12-4-12
Robert Maul, Community Development Director

City of Battle Ground

2015 Education and Outreach Summary

The City facilitated Student Watershed Monitoring at Gardiner Pond in the City of Battle Ground on the following dates:

- January 9, 2015
- February 9, 2015
- March 9, 2015
- April 13, 2015
- September 25, 2015
- October 15, 2015
- November 13, 2015
- December 18, 2015

Approximately 36 students from Maple Grove School conducted water sampling and monitored for pH, dissolve, oxygen, nitrates, phosphates, water and air temperature and macro-invertebrates. Fecal coliform tests were also conducted during each visit.

Approximately 37 HomeLink students have also conducted water monitoring in Woodin Creek at Central Park in 2015.

A representative from the City of Battle Ground was a facilitator at the Student Watershed Congress on May 29, 2015 at Washington State University in Vancouver, Washington.

The City regularly conducts pre-application and pre-construction meetings with engineers and contractors and educates them about stormwater and erosion control during these meetings.

The City also has updated and has its Stormwater Maintenance Manual and other informational brochures available at City Hall and on their website.

The City of Battle Ground developed a stormwater survey to measure the understanding and adoption behaviors related to Stormwater Education and Outreach. The City of Battle Ground meets the NPDES Phase II Permit requirement of Section S5.C1.c with this study.

The survey was posted online November 19, 2015 on the City's Facebook page without links to any educational materials. The City received 15 completed surveys during the pre-test period. A second post was made to the City's Facebook page on December 7, 2015 with links to the online survey and to online educational materials. The City received 9 completed surveys after the second posting.

The City also worked with Maple Grove School in Battle Ground to give the survey to several fourth grade classes. Forty-three students took the survey before any information was given to them in class. The instructor gave the students information from stormwater fact sheets available on the City of Battle Ground's website. Thirty-seven students took the survey again after they were given instruction about best practices related to stormwater.

Results generally showed a very good understanding and adoption of best practices in the pre-tests and an improved understanding and adoption after information on best practices was given online and to the students and online participants.

The Parks Department hosted a parks cleanup day in the 2015 and the City has continued working with Clark Public Utilities in preparation for a volunteer planting project on Woodin Creek in 2016.

City of Battle Ground

Interdepartmental Stormwater Coordination

Inter-departmental coordination helps ensure cooperation of all City of Battle Ground departments in meeting the requirements of the NPDES Phase II Municipal Stormwater Permit and in protecting local water resources.

Responsibility for negotiating interdepartmental and programmatic coordination lies with the City Engineer and Public Works Director.

Public Works and Operations Department

The Public Works and Operations Department has implemented requirements under permit requirement S5.C.5, Municipal Operations and Maintenance, including:

- Standards and schedules for stormwater facility and catch basin maintenance.
- Practices for operating streets and roads.
- Spill response practices.
- Private facility inspection and enforcement.
- Water quality BMPs for maintaining public land
- Training
- Stormwater Pollution Prevention Plans (SWPPPs) for heavy equipment yards.
- Record keeping.
- Reporting requirements for NPDES Permit annual report.

Public Works – Engineering Department

The Engineering Department provides development review services for enforcing the City of Battle Ground's Municipal Code, Chapter 18.250 Stormwater Control and Drainage and Chapter 18.255 Erosion Control. The Engineering Department provides services to meet permit requirements under S5.C.4 and S5.C.5.

The Engineering Department provides the following services:

- Review and approval of development project applications.
- Administration of development project record keeping.
- Training for staff whose primary duties include permitting and plan review.
- Project management for stormwater capital improvements.
- Design and construction management for stormwater capital improvements.
- Capital improvements planning.
- Development site inspection.
- Stormwater facility inspection during maintenance warranty period.
- Enforcement of stormwater, erosion control, and water quality codes.
- Inspection program and record keeping.
- Stormwater facility inspection and follow up.

- Training for staff whose primary duties include design, construction inspection, and enforcement.

Community Development Department

The Community Development Department implements requirements under S5.C.4.

Accept development applications.
Review site plans for residential building projects that to not require engineered designs.
Review and inspect erosion controls, on-site stormwater controls at residential building sites, primarily single-family residential construction sites.
Enforce stormwater, erosion control, and water quality codes.
Maintain records of applications, reviews, inspections and enforcement actions.
Training for staff whose primary duties include permitting and plan review.

To be posted on CITY of Vancouver website

Pacific Northwest Interagency Cooperative

Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services

1/1/2011 – 12/31/2015

This Agreement is made and entered into effective January 1, 2011, by and between the undersigned parties under virtue of Titles 39.34 and 47.28 RCW and ORS 190.007.

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their facilities, streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work; and

WHEREAS, a number of the parties to this Agreement have had in place since 2005 an Interlocal Agreement for the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, (filed under Clark County Auditor's File No. 4391926IA); and

WHEREAS, the parties and public have benefited from the earlier Interlocal Agreement through greater efficiencies and economies of scale; and

WHEREAS, such interlocal cooperative effort has commonly been known as the "GEM" Agreement, which stands for grounds, equipment and maintenance; and

WHEREAS, this successor Interlocal Agreement is formed to be consistent with the provisions and term of the "Interlocal Cooperation Act" pursuant to Chapter 39.34 RCW, the provisions of the "Highways and Transportation Improvements Cooperative Agreements Act" pursuant to RCW 47.28.140, and with the provisions of ORS 190.007, Intergovernmental Cooperation; and

WHEREAS, it is believed that the need today for efficiencies and economies of scale for public agencies is greater than ever.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

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THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES

It is the purpose of this Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

2. PARTICIPATION

The initial parties to this Agreement are:

- Washington State, by and through the Washington State Department of Transportation (hereinafter referred to as "WASHDOT")
- City of Vancouver, Washington (hereinafter referred to as "Vancouver")
- Clark County, by and through its Public Works Department (hereinafter referred to as "Clark County")
- City of Camas, Washington (hereinafter referred to as "Camas")
- City of Battle Ground, Washington (hereinafter referred to as "Battle Ground")
- City of Washougal, Washington (hereinafter referred to as "Washougal"), a municipal corporation organized under the laws of the state of Washington
- City of Ridgefield, Washington (hereinafter referred to as "Ridgefield")
- City of Woodland, Washington (hereinafter referred to as "Woodland")
- Town of Yacolt, Washington (hereinafter referred to as "Yacolt")
- City of La Center, Washington (hereinafter referred to as "La Center")
- City of Gresham, Oregon
- City of Portland, Oregon
- Clark County Fire District No. 5
- Clark County Fire District No. 6
- Port of Camas/Washougal
- Port of Vancouver
- Clark Public Utilities
- Clark Regional Transportation Agency (hereinafter known as "C-Tran")
- Clark Regional Wastewater District (formerly known as the Hazel Dell Sewer District)
- Vancouver Public Schools
- Camas School District #117
- Battle Ground School District #119
- Evergreen School District #114
- Educational School District #112 (hereinafter known as "ESD 112")
- Clark Regional Emergency Services Agency (hereinafter referred to as "CRESA")

General purpose governmental jurisdictions and public service providers may in the future join in this agreement by executing a signature page pursuant to Section 21 of this Agreement.

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may also be allowed to participate in similar or identical, but separate, service agreements.

3. TERM OF AGREEMENT

The term of this Agreement is for the period from January 1, 2011, through December 31, 2015. Such term may be extended in accordance with Section 4 of this Agreement. This Agreement supersedes the Interlocal Agreement dated December 19, 2005, filed under Clark County Auditor's File No. 4391926IA.

4. EXTENSIONS

The term of this Agreement may be extended in five-year increments from the date that this Agreement was initially executed by mutual written agreement of one or more of the parties. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the Agreement. If such Agreement is extended, then there will be a review of the cost of services provided under this Agreement. If such review(s) result in a finding of increased costs, then such increased costs will be available upon request. The Administrator for each respective party is authorized to approve and execute such five-year extensions without further authorization from the legislative or governing body of the respective governmental parties.

5. REQUEST FOR SERVICES

Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within forty eight (48) hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider" herein. The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User" herein.

6. PAYMENT

The parties to this Agreement agree that the User under this Agreement shall reimburse, upon request, the Provider for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between two separate parties may be waived by virtue of a written separate reciprocal agreement between the parties. Users will pay Provider's invoices in full within thirty (30) days of billing.

The maximum amount payable for work performed under this Agreement is fifty thousand dollars ($50,000) per calendar year by each party to the Agreement.

7. RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this Agreement, in accordance with an accounting system as prescribed and approved by the Washington State Auditors Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for inspection and audit by the party requesting the service for six (6) years after payment of the requested service.

8. CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment, that the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

9. RIGHT OF ENTRY

The parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the parties have an interest, within or adjacent to the right of way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

10. ADMINISTRATORS

The respective parties to this Agreement shall select one Administrator per governmental entity. The Administrator will be specifically appointed by the legislative and/or governing body of the governmental entity/organization, and shall have full powers to act on behalf of his or her respective governmental entity/organization. The Administrator may appoint another person to act in his or her capacity as Administrator for purposes of this Agreement.

11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE

In the event that a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either Agency. The dispute resolution hearing shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Clark County, Washington. The laws of the State of Washington shall apply to this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

A. **Usage of Equipment.** When using Provider equipment only, the User will protect, save and hold harmless and indemnify the Provider and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Provider or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the User's use of the Provider's equipment. In such cases, the User further agrees to defend the Provider and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Provider or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

B. **Usage of Both Equipment and Labor.** When the Provider provides both equipment and labor, the Provider will protect save and hold harmless and indemnify the User and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Provider's equipment and labor. In such cases, the Provider further agrees to defend the User and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

C. **Waiver of Worker's Compensation Immunity.** This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is thus otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

D. **Concurrent Negligence.** If the claims or damages are caused by or result from the concurrent negligence of the Provider and their agents or employees, and the User, its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the User shall be liable only to the proportional extent of their respective negligence.

13. CIVIL RIGHTS ACT

A. **Nondiscrimination --Title VI of the Civil Rights Act.** All participants agree to comply, and assure the compliance of each third party contractor and each sub-recipient at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

B. **Equal Employment Opportunity – Title VII of the Civil Rights Act.** All participants agree to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier

of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements the FTA may issue.

14. FRAUD OR FALSE STATEMENTS

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, pertaining to use of any C-Tran / Federal Transit Agency ("FTA") funded or assisted equipment used pursuant to this Agreement .

Each party also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract that is financed in whole, or in part, by Federal assistance, the Government reserves the right to impose the penalties of 18 USC sec 1001 and 49 USC sec 5307 to the extent the Federal Government deems appropriate.

15. FTA APPROVAL AND FEDERAL CHANGES

Each party, when contracting with an FTA regulated agency, shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including those listed by reference in the Agreement between C-TRAN and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement at any tier of the project. The party's failure to do so shall constitute a material breach of this contract.

16. DRUG AND ALCOHOL TESTING

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the contracting agency shall agree to participate in a drug and alcohol program established in compliance with the federal Department of Transportation 49 CFR 653 and 654. Employees who perform "safety-sensitive" functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by the following personnel who:

1) operate revenue service vehicles including when not in revenue service,
2) operate non-revenue service vehicles that require drivers to hold commercial driver's licenses (CDLs),
3) dispatch or control revenue service vehicles,
4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies,
5) provide security and carry a firearm.

The FTA has also determined that regulations apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories included supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency's Drug and Alcohol Policy from their respective Human Resources Departments.

17. ACCESS TO RECORDS

All participating agencies agree to maintain records and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the participating agency, the FTA, or the Comptroller General have disposed of all litigations, appeals or claims related to this cooperative activity.

18. INCORPORATION OF FTA TERMS AND CONDITIONS

The preceding provisions include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as "DOT") whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT as set forth in the FTA Circular 4220.1F, dated November 1, 2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency's requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

19. TERMINATION OF AGREEMENT

The right is reserved by the parties to this Agreement to terminate the agreement at any time by giving thirty (30) days written notice to the other party or parties.

20. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 and Chapter 47.28 RCW and pursuant to ORS 190.007, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 18. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

21. DOCUMENT EXECUTION AND POSTING

The parties agree that this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of an original of this Agreement, and posting of a copy of a party's executed signature page on the City of Vancouver's website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

The parties agree that subsequent parties may also sign original signature pages to this Agreement that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of such

signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding up such subsequent parties.

22. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

23. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

24. SEVERABILTY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CITY OF VANCOUVER
ERIC HOLMES, CITY MANAGER
CARRIE LEWELLEN, DEPUTY CITY CLERK
TED GATHE, CITY ATTORNEY

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

(Signature)

ERIC J HOLMES, CITY MGR
(Printed Name/ Title)

March 2, 2011
(Date)

Attested to:

(Signature)

Carrie Lewellen, Deputy City Clerk
(Printed Name/ Title)

By: City of Vancouver

Approved as to Form:

(Signature)

TED A. GATHE, CITY ATTORNEY
(Printed Name/ Title)

Attorney for City of Vancouver

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CITY OF WASHOUGAL
Sean Guard, Mayor
Jennifer Forsberg, City Clerk
Donald English, City Attorney

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

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AGENCY NAME

(Signature)

Sean Guard, mayor
(Printed Name/ Title)

March 7, 2011
(Date)

Attested to:

(Signature)

Jennifer Forsberg, City Clerk
(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

DONALD ENGLISH – City Attorney
(Printed Name/ Title)

Attorney for City of Washougal

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

City of Woodland
Charles E Blum, Mayor
Mari E Ripp, Clerk Treasurer
William J Eling, City Attorney

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

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AGENCY NAME

Charles E Blum
(Signature)

Charles E. Blum Mayor
(Printed Name/ Title)

3/29/11
(Date)

Attested to:

Mari E Ripp
(Signature)

MARI E. RIPP Clerk Treasurer
(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

WILLIAM J. ELING
(Printed Name/ Title)

City Attorney
Attorney for Woodland

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CLARK COUNTY FIRE DIST #6
DEAN T BLOEMKE, BOARD CHAIR

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

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AGENCY NAME

Dean T. Bloemke
(Signature)

DEAN T. BLOEMKE BOARD CHAIR
(Printed Name/ Title)

3-15-11
(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By:

Approved as to Form:

(Signature)

(Printed Name/ Title)

Attorney for

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CLARK PUBLIC UTILITIES
ANDREW HUCK DIRECTOR OF OPERATIONS
JOHN ELDRIDGE LEGAL COUNSEL

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME CLARK PUBLIC UTILITIES

(Signature)

ANDREW HUCK DIRECTOR OF OPERATIONS
(Printed Name/ Title)

3/29/11
(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

JOHN ELDRIDGE / LEGAL COUNSEL
(Printed Name/ Title)

CLARK PUD
Attorney for _____

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

WSDOT SW REGION
CHAD HANCOCK
ASST MAINTENANCE ENGINEER

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

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AGENCY NAME

WSDOT SOUTHWEST REGION
AREA 1 MAINTENANCE

(Signature)

CHAD HANCOCK / ASST. MAINTENANCE ENGINEER
(Printed Name/ Title)

3-29-11 Chad Hancock
(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By:

Approved as to Form:

(Signature)

(Printed Name/ Title)

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

City of Camas
Paul Dennis, Mayor
Joan Durgin, City Clerk
Shawn MacPherson, City Attorney

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

Paul Dennis
(Signature)

Paul Dennis, Mayor
(Printed Name/ Title)

4/6/11
(Date)

Attested to:

Joan M Durgin
(Signature)

JOAN M Durgin City Clerk
(Printed Name/ Title)

By: _____

Approved as to Form:

Shawn A. MacPherson
(Signature)

Shawn MacPherson, City Attorney
(Printed Name/ Title)

City of Camas
Attorney for: _____

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CITY OF BATTLE GROUND
JOHN M WILLIAMS, CITY MANAGER
CLAIRE LIDER, CITY CLERK
BRIAN H WOLFE, CITY ATTORNEY

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

(Signature)

John M. Williams, City Manager
(Printed Name/ Title)

4/14/11
(Date)

Attested to:

(Signature)

CLAIRE LIDER, CITY CLERK
(Printed Name/ Title)

By: 15 April 2011

Approved as to Form:

(Signature)

Brian H Wolfe
(Printed Name/ Title)

Attorney for City of Battle Ground

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

City of Kalama
Pete Poulsen, Mayor
Coni McMaster, Clerk/Tresurer
Paul Brachvogel, City Attorney

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

Pete Poulsen
(Signature)

PETE POULSEN, MAYOR
(Printed Name/ Title)

4-28-2011
(Date)

Attested to:

Coni McMaster
(Signature)

Coni McMaster, Clerk/Treasurer
(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

Paul Brachvogel
(Printed Name/ Title)

Attorney for City of Kalama

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CAMAS SCHOOL DISTRICT
Mike Nerland, Superintendent
Shawn MacPherson, WSBA 22842

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

(Signature)

MIKE NERLAND, SUPERINTENDENT
(Printed Name/ Title) CAMAS SCHOOL DISTRICT

4/25/11
(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By:

Approved as to Form:

(Signature)

Shawn MacPherson, WSBA 22842
(Printed Name/ Title)

Attorney for District

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

City of Portland
Tom Miller, Director
Linda Meng, City Attorney

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

Tom Miller
(Signature)

Tom Miller, Director PBOT
(Printed Name/ Title)

05/17/11
(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By:

Approved as to Form:

APPROVED AS TO FORM
(Signature) Linda Meng
(Printed Name/ Title) CITY ATTORNEY

Attorney for

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Vancouver Public Schools
Edri Geiger, President of Board of Directors
Steven T Webb, Secretary to Board of Directors
Kathryn Murdock, Attorney for Vancouver School District

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

VANCOUVER SCHOOL DISTRICT NO. 37

By: Edri Geiger _____ Date: May 24, 2011
Mrs. Edri Geiger
President, Board of Directors

Attest:
By: _____ Date: May 24, 2011
Steven T. Webb, Ed.D
Secretary, Board of Directors

Approved as to form:
By: _____ Date: May 24, 2011
Kathryn Murdock
Attorney for Vancouver School District

EXHIBIT A – SIGNATURE PAGE

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City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
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PORT OF CAMAS-WASHOUGAL

(Signature)

David Ripp, Executive Director
(Printed Name/ Title)

June 7, 2011
(Date)

Attested to:

(Signature)

Mary Murphy, Executive Assistant
(Printed Name/ Title)

June 7, 2011

Approved as to Form:
GOODSTEIN LAW GROUP PLLC

By:
(Signature)

Timothy Harris
(Printed Name/Title)

Attorney for the Port of Camas-Washougal

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

TOWN OF YACOLT
James Weldon, Mayor
David Ridenour, Town Attorney

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

(Signature)

(Printed Name/ Title)

(Date)

Attested to:

James Weldon
(Signature)

JAMES WELDON
(Printed Name/ Title)

By: Mayor

Approved as to Form:

(Signature)

David W. Ridenour
(Printed Name/ Title)

Town of Yacolt
Attorney for

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City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CITY OF LA CENTER
James Irish, Mayor
Cathy Winston, Assistant Clerk
Daniel Kearns, City Attorney

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME - CITY OF LA CENTER

James T. Irish
(Signature)

James T. Irish, Mayor
(Printed Name/ Title)

6/28/2011
(Date)

Attested to:

Cathy A. Winston
(Signature)

Cathy A. Winston, Asst. Clerk
(Printed Name/ Title)

By: _____

Approved as to Form:

D K
(Signature)

Daniel Kearns, City Attorney
(Printed Name/ Title)

La Center
Attorney for _____

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BATTLE GROUND SCHOOL DISTRICT
Mary Beth Lynn, Asst Superintendent

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME Battle Ground School District

Mary Beth Lynn
(Signature)

Mary Beth Lynn, Asst Supt.
(Printed Name/ Title)

6/15/11
(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By:

Approved as to Form:

(Signature)

(Printed Name/ Title)

Attorney for

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Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

CITY OF RIDGEFIELD

(Signature)

Justin Clary, City Manager
(Printed Name/ Title)

6/15/2011
(Date)

Attested to:

(Signature)

Kay Kammer, Director of Finance & Administration
(Printed Name/ Title)

By:

Approved as to Form:

(Signature)

Chris Sundstron
(Printed Name/ Title)

City of Ridgefield
Attorney for

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Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

CLARK REGIONAL WASTEWATER DISTRICT

John M. Peterson
(Signature)

John M. Peterson, General Manager
(Printed Name/ Title)

07-25-2011
(Date)

Attested to:

Kim Thur
(Signature)

Kim Thur, Executive Assistant
(Printed Name/ Title)

By: _____

Approved as to Form:

Rod Kaseguma
(Signature)

Rod Kaseguma, District Legal Counsel
(Printed Name/ Title)

Attorney for Clark Regional Wastewater District

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CLARK COUNTY

PETER CAPELL, PUBLIC WORKS DIRECTOR
CHRISTOPHER HORNE, ATTORNEY

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

Peter Capell
(Signature)

PETER CAPELL / PUBLIC WORKS DIRECTOR
(Printed Name/ Title)

AUGUST 16 / 2011
(Date)

Attested to:

Pam Mason
(Signature)

Pam Mason, Notary Public
(Printed Name/ Title)

By: _____

PAM MASON
COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 1, 2013
STATE OF WASHINGTON

Approved as to Form:

(Signature)

Christopher Horne
(Printed Name/ Title)

Attorney for Clark County

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PORT OF VANCOUVER USA
Lawrence Paulson, Executive Director
Michelle Allan, Executive Assistant
Alicia Lowe, Port Counsel

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

Lawrence Paulson
(Signature)

LAWRENCE L. PAULSON, Executive Director
(Printed Name/ Title)

August 23, 2011
(Date)

Attested to:

Michelle Allan
(Signature)

Michelle Allan, Executive Assistant
(Printed Name/ Title)

By: _____

Approved as to Form:

Alicia L. Lowe
(Signature)

Alicia L. Lowe, Counsel
(Printed Name/ Title)

Port of Vancouver
Attorney for

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Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

_____
(Signature)

John Deeder, Superintendent
(Printed Name/ Title)
Evergreen School District #114

_____
(Date)

Attested to:

_____
(Signature)

_____
(Printed Name/ Title)

By: _____

Approved as to Form:

_____
(Signature)

_____
(Printed Name/ Title)

_____
Attorney for _____

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Vancouver, WA 98668-1995

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME : C-TRAN

(Signature)

Jeff Hamm Executive Director
(Printed Name/ Title)

1-17-2013
(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By:

Approved as to Form:

(Signature)

(Printed Name/ Title)

Attorney for

EXHIBIT B – SIGNATURE PAGE – EXTENSION

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PO Box 1995
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Pacific Northwest Interagency Cooperative
Extension of
Intergovernmental Agreement For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2016 – 12/31/2020
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to extend and abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal – 1/1/2011 to 12/31/2015) from 1/1/2016 – 12/31/2020, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

City of Battle Ground

(Signature)

John M. Williams, City Manager
(Printed Name/ Title)

10-13-2015
(Date)

Attested to:

Kay Kammer
(Signature)

KAY KAMMER CITY CLERK
(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

Brian H Wolfe City Attorney
(Printed Name/ Title)

_____
Attorney for