

1. 02.23.2026 Agenda Only

Documents:

[02.23.2026 AGENDA ONLY.PDF](#)

2. 02.23.2026 Agenda Packet

Documents:

[02.23.2026 AGENDA PACKET.PDF](#)



# AGENDA

## REGULAR MEETING

### ENUMCLAW CITY COUNCIL

**February 23, 2026 ~ 7:00 p.m. ~ Enumclaw City Hall**

**1. CALL TO ORDER, FLAG SALUTE, AND ATTENDANCE:**

**2. ADJUSTMENTS TO THE AGENDA:**

**3. MOTION TO APPROVE MINUTES AS PUBLISHED:**

A. Council Minutes 2/9/26

**4. ANNOUNCEMENTS AND PRESENTATIONS:**

A. ANNOUNCEMENTS

1. *Coffee with the Mayor*, Monday, March 9, 8:30 a.m. - 9:30 a.m., Express-o Yourself

B. PRESENTATIONS

- 1. State of the County Address - Reagan Dunn, King County Councilmember
- 2. Employee Introductions - Tim Floyd, Police Chief
  - a. Riley Bedwell, Communications Officer

**5. COMMENTS FROM THE AUDIENCE: (Please Limit Comments to Three Minutes)**

**6. PUBLIC HEARING:**

A. Resolution No. 1867 - Fee Schedule Amendment

- 1. City Clerk Reads Resolution by Title Only
- 2. Staff Report: Jessica Rose, City Clerk
- 3. Council Committee Report:
- 4. Council Comments:
- 5. Public Input:

**7. TABLED BUSINESS:**

**8. COUNCIL COMMITTEE REPORTS:**

- A. Community & Economic Development - LaFleur, Chair; Martinell, Koopman Frazier
- B. Community Services - Koopman Frazier, Chair; Smith, Stanley
- C. Finance & Technology - Koopman Frazier, Chair; Smith, Stanley
- D. Public Safety - Martinell, Chair; Solmosen-Waterhouse, Storton
- E. Public Works - LaFleur, Chair; Solmosen-Waterhouse, Storton
- F. Chamber of Commerce - Martinell, Liaison; Solmosen-Waterhouse, Alternate
- G. Sound Cities Association (SCA) - LaFleur, Liaison; Martinell, Alternate

**9. CONSENT AGENDA.....Motion to Approve**

A. VOUCHER AND PAYROLL CERTIFICATION

- 1. Accounts Payable Vouchers #242539 - 242757 \$1,756,285.56; Void Check #s 242664 (\$23,769.00)
- 2. January 2026 Payroll Voucher #29140 \$2,480.00; Payroll Direct Deposits - \$802,947.10; Payroll Tax and Benefits - \$796,391.14
- 3. ACH & Wire Transactions - \$450,650.30

B. RESOLUION

- 1. Resolution No. 1867, Fee Schedule Amendment

C. SURPLUS

- 1. Herring-Hall-Marvin Safe

D. APPOINTMENT

1. Arts Commission Position No. 1, Dan DeVries; Term expires 12/31/2026
2. Arts Commission Position No. 2, Jill Gardine; Term expires 12/31/2028
3. Park Board Position No. 4, Dave Hauge; Term expires 12/31/2026

E. PROFESSIONAL SERVICE AGREEMENT

1. Soft Resources - Project Management Assistance Agreement

**10. GENERAL BUSINESS:**

A. ORDINANCES

1. Ordinance No. 2833 - BESS Moratorium Extension
  - a. City Clerk Reads Ordinance by Title Only for the 2nd Reading
  - b. Staff Report: Chris Pasinetti, Community Development Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:
2. Ordinance No. 2834 - NFC Northwest, LLC Franchise
  - a. City Clerk Reads Ordinance by Title Only for the 2nd Reading
  - b. Staff Report: Mike Reynolds, City Attorney
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:
3. Ordinance No. 2835 - EMC Amendment Right of Entry
  - a. City Clerk Reads Ordinance by Title Only for the 1st Reading
  - b. Staff Report: Brian Spindor, Public Works Director
  - c. Council Comments:

B. RESOLUTIONS

1. Resolution No. 1868 - 2026 Stormwater Management Program Plan
  - a. City Clerk Reads Resolution by Title Only
  - b. Staff Report: Brian Spindor, Public Works Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

**13. EXECUTIVE SESSION:**

**14. ADJOURNMENT:**

***THIS MEETING BROADCAST AND STREAMED LIVE VIA ECTV CHANNEL 21***

*City Council meetings are wheelchair accessible; parking area available by north door of City Hall. Public comment may be submitted in writing by emailing the City Clerk at [jrose@ci.enumclaw.wa.us](mailto:jrose@ci.enumclaw.wa.us) by 4:00 p.m. on the day of the meeting. If accommodations are needed, including virtual access to provide public comment, please contact the City Clerk by the same deadline listed above at 360-615-5608 or by the email provided.*



AGENDA
REGULAR MEETING
ENUMCLAW CITY COUNCIL

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2. ADJUSTMENTS TO THE AGENDA:

3. MOTION TO APPROVE MINUTES AS PUBLISHED:

A. Council Minutes 2/9/26 (page 3)

4. ANNOUNCEMENTS AND PRESENTATIONS:

A. ANNOUNCEMENTS

1. Coffee with the Mayor, Monday, March 9, 8:30 a.m. - 9:30 a.m., Express-o Yourself

B. PRESENTATIONS

- 1. State of the County Address - Reagan Dunn, King County Councilmember
2. Employee Introductions - Tim Floyd, Police Chief
a. Riley Bedwell, Communications Officer

5. COMMENTS FROM THE AUDIENCE: (Please Limit Comments to Three Minutes)

6. PUBLIC HEARING:

A. Resolution No. 1867 - Fee Schedule Amendment (page 9)

- 1. City Clerk Reads Resolution by Title Only
2. Staff Report: Jessica Rose, City Clerk
3. Council Committee Report:
4. Council Comments:
5. Public Input:

7. TABLED BUSINESS:

8. COUNCIL COMMITTEE REPORTS:

- A. Community & Economic Development - LaFleur, Chair; Martinell, Koopman Frazier
B. Community Services - Koopman Frazier, Chair; Smith, Stanley
C. Finance & Technology - Koopman Frazier, Chair; Smith, Stanley
D. Public Safety - Martinell, Chair; Solmosen-Waterhouse, Storton
E. Public Works - LaFleur, Chair; Solmosen-Waterhouse, Storton
F. Chamber of Commerce - Martinell, Liaison; Solmosen-Waterhouse, Alternate
G. Sound Cities Association (SCA) - LaFleur, Liaison; Martinell, Alternate

9. CONSENT AGENDA.....Motion to Approve

A. VOUCHER AND PAYROLL CERTIFICATION

- 1. Accounts Payable Vouchers #242539 - 242757 \$1,756,285.56; Void Check #s 242664 (\$23,769.00)
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B. RESOLUION

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C. SURPLUS

1. Herring-Hall-Marvin Safe (page 31)

**D. APPOINTMENT**

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3. Park Board Position No. 4, Dave Hauge; Term expires 12/31/2026

**E. PROFESSIONAL SERVICE AGREEMENT**

1. Soft Resources - Project Management Assistance Agreement (page 35)

**10. GENERAL BUSINESS:****A. ORDINANCES**

1. Ordinance No. 2833 - BESS Moratorium Extension (page 45)
  - a. City Clerk Reads Ordinance by Title Only for the 2nd Reading
  - b. Staff Report: Chris Pasinetti, Community Development Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:
2. Ordinance No. 2834 - NFC Northwest, LLC Franchise (page 55)
  - a. City Clerk Reads Ordinance by Title Only for the 2nd Reading
  - b. Staff Report: Mike Reynolds, City Attorney
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:
3. Ordinance No. 2835 - EMC Amendment Right of Entry (page 75)
  - a. City Clerk Reads Ordinance by Title Only for the 1st Reading
  - b. Staff Report: Brian Spindor, Public Works Director
  - c. Council Comments:

**B. RESOLUTIONS**

1. Resolution No. 1868 - 2026 Stormwater Management Program Plan (page 81)
  - a. City Clerk Reads Resolution by Title Only
  - b. Staff Report: Brian Spindor, Public Works Director
  - c. Council Committee Report:
  - d. Council Comments:
  - e. Council Action:

**11. UNFINISHED BUSINESS:****12. NEW BUSINESS:****13. EXECUTIVE SESSION:****14. ADJOURNMENT:*****THIS MEETING BROADCAST AND STREAMED LIVE VIA ECTV CHANNEL 21***

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**City of Enumclaw  
1339 Griffin Avenue  
Enumclaw, Washington 98022**

**City Council Regular Session  
City Hall Council Chambers  
February 9, 2026, 7:00 p.m.**

**1. CALL TO ORDER AND FLAG SALUTE:**

Mayor Wright called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Mayor Pro Tem Martinell announced that Councilmembers LaFleur and Solmonsens-Waterhouse were absent.

**MARTINELL MOVED TO EXCUSE COUNCILMEMBERS LAFLEUR AND SOLMONSEN-WATERHOUSE FROM THE MEETING. KOOPMAN FRAZIER SECONDED. MOTION CARRIED 4-0.**

**ATTENDANCE:**

Councilmembers Corrie Koopman Frazier, Jan Martinell, Brodie Smith, Ed Storton, and Amber Stanley were present. Also, present were Mayor Anthony Wright, City Administrator Chris Searcy, Assistant City Attorney Michael Reynolds, City Clerk Jessica Rose, Police Chief Tim Floyd, Community Development Director Chris Pasinetti, Public Works Director Brian Spindor, and Media Services Technician Zoie Raum.

**2. ADJUSTMENTS TO THE AGENDA:**

None

Council consensus to approve agenda as published.

**3. MOTION TO APPROVE MINUTES AS PUBLISHED:**

A. Council Minutes 1/26/26

**KOOPMAN FRAZIER MOVED TO APPROVE THE JANUARY 26, 2026, COUNCIL MEETING MINUTES AS PUBLISHED. MARTINELL SECONDED. MOTION CARRIED 4-0.**

**4. SWEARING IN CEREMONY COUNCILMEMBER:**

A. Amber Stanley, Council Position 6

Mayor Wright gave the Oath of Office to Stanley.

**5. RECEPTION (APPROXIMATELY 10 MINUTES):**

**MAYOR RECESSED THE MEETING AT 7:03 P.M.**

**MAYOR RECONVENED THE MEETING AT 7:13 P.M.**

**6. ANNOUNCEMENTS AND PRESENTATIONS:**

**A. ANNOUNCEMENTS**

1. City Offices will be closed on Monday, February 16, to commemorate the Presidents' Day Holiday.

Mayor noted the announcement.

**B. PRESENTATIONS**

1. December 11, 2025 Flooding Event in Enumclaw - Brian Spindor, Public Works Director

Spindor gave a PowerPoint presentation regarding the flooding event that took place in Enumclaw.

**C. PUBLIC HEARING AND MEETING ANNOUNCEMENTS**

1. Public Hearing, Resolution No. 1867, Fee Schedule Amendment, Monday, February 23,

7:00 p.m., City Hall, Council Chambers

Mayor noted the announcement.

**7. COMMENTS FROM THE AUDIENCE:** (Please Limit Comments to Three Minutes)

Rose stated the Clerk's office received one email from David Grampa regarding Ordinance No. 2832, Co-Living Interim Development Regulations, that was distributed to Council and will be included in the minutes.

**8. PUBLIC HEARING:**

A. Ordinance No. 2833 - BESS Moratorium Extension

**MAYOR OPENED THE PUBLIC HEARING AT 7:29 P.M.**

Rose stated the Clerk's Office received no correspondence regarding Ordinance No. 2833, BESS Moratorium Extension.

City Clerk Reads Ordinance by Title Only for the 1st Reading

**ORDINANCE NO. 2833**

AN ORDINANCE OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, IMPOSING A MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS FOR BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

***Staff Report:***

Pasinetti explained that Council had passed Ordinance No. 2806 on February 24, 2025, that put a Battery Energy System Storage (BESS) moratorium in place for a year. This was to allow time to review the Enumclaw Municipal Code and the unique risks and land use compatibility issues that are associated with BESS facilities. The moratorium will expire on February 24, 2026, and more time is needed to develop appropriate regulations. This ordinance will extend the moratorium for another year.

***Council Comments:***

None

***Public Input:***

Bonnie Helms, who lives outside city limits, stated her support for Ordinance No. 2833.

Rita Sandvoss, who lives within city limits, stated her support for Ordinance No. 2833.

**MAYOR CLOSED THE PUBLIC HEARING AT 7:35 P.M.**

**9. TABLED BUSINESS:**

None

**10. COUNCIL COMMITTEE REPORTS:**

A. Community & Economic Development - LaFleur, Chair; Martinell, Koopman Frazier  
Martinell stated the Committee have not met since the last meeting. The next meeting is scheduled for Monday, February 23, at 4:30 p.m. at Stevenson Yerxa.

B. Community Services - Koopman Frazier, Chair; Smith,  
Koopman Frazier stated the Committee has not met since the last meeting. The next meeting is scheduled for Tuesday, February 17, at 5:00 p.m. at Stevenson Yerxa.

C. Finance & Technology - Koopman Frazier, Chair; Smith, Koopman Frazier stated the Committee last met on February 9. They discussed routine vouchers, Ordinance No. 2834, Herrera consulting contract, payroll system update. The next meeting is scheduled for Monday, February 23, at 6:30 p.m. in the Finance Department.

D. Public Safety - Martinell, Chair; Solmons-Waterhouse, Storton Martinell stated the Committee has not met since the last meeting. The next meeting is scheduled for Tuesday, February 17, at 6:00 p.m. at the Police Department.

E. Public Works - LaFleur, Chair; Solmons-Waterhouse, Storton Storton stated the committee has not met since the last meeting. The next meeting is scheduled for Monday, February 23, at 5:30 p.m. at Stevenson-Yerxa.

F. Chamber of Commerce - Martinell, Liaison; Solmons-Waterhouse, Alternate Martinell stated the Chamber has not met since the last meeting. The next meeting is scheduled for Wednesday, February 11, at 8:00 a.m. at the school district office.

G. Sound Cities Association - LaFleur, Liaison; Koopman Frazier, Alternate Koopman Frazier stated SCA has not met since the last meeting. The next meeting is scheduled for Wednesday, February 11, at 7:00 p.m. via Zoom.

**11. CONSENT AGENDA.....Motion to Approve**

**A. APPOINTMENT**

- 1. Human Services Advisory Board Position No. 3, Julia Ubbenga; Term expires 12/31/2027

**B. BID AWARD**

- 1. Lake Tapps Construction - Tacoma Intertie Restoration Project

**C. PROFESSIONAL SERVICES AGREEMENT**

- 1. Herrera - Consultant Services for Outfall Analysis and Sediment Monitoring
- 2. Witherspoon Brajcich McPhee, PLLC - Hearing Examiner Services

**D. CITY ATTORNEY CONFIRMATION**

- 1. Michael J. Reynolds - Interim City Attorney

**KOOPMAN FRAZIER MOVED TO APPROVE THE CONSENT AGENDA. MARTINELL SECONDED. MOTION CARRIED 5-0.**

**12. GENERAL BUSINESS:**

**A. ORDINANCES**

- 1. Ordinance No. 2832 - Co-Living Interim Development Regulations

City Clerk Reads Ordinance by Title Only for the 2nd Reading  
ORDINANCE NO. 2832

AN ORDINANCE OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, ADOPTING INTERIM ZONING AND DEVELOPMENT REGULATIONS TO IMPLEMENT THE STATE’S CO-LIVING HOUSING REQUIREMENTS UNDER ENGROSSED SUBSTITUTE HOUSE BILL 1998 (2024), AMENDING THE CITY’S LAND USE MATRIX AND RELATED PROVISIONS TO ALLOW CO-LIVING HOUSING ON LOTS WHERE MULTIFAMILY DEVELOPMENT OF SIX UNITS OR MORE IS PERMITTED; DECLARING AN EMERGENCY; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE OF DECEMBER 8, 2025; PROVIDING FOR A PUBLIC HEARING CONSISTENT WITH RCW 36.70A.390; AND PROVIDING FOR SEVERABILITY.

**Staff Report:**

Pasinetti stated the City Council adopted Ordinance No. 2830 establishing co-living housing interim development regulations effective immediately. A public hearing is required by RCW 36.70.A.390, which was held at the previous meeting. The regulations shall remain in effect for 12 months of the effective date of Ordinance No. 2830 or until staff brings another ordinance to replace the interim development regulations with permanent regulations.

**Council Committee Report:**

Martinell stated that the Community and Economic Development Committee has not provided a recommendation.

**Council Comments:**

None

**Council Action:**

**MARTINELL MOVED TO AMEND ORDINANCE NO. 2832 TO INCLUDE A REQUIREMENT FOR EACH SLEEPING UNIT TO HAVE A KITCHENETTE UNDER 19.32.180(B)(2) AND A DEFINITION OF KITCHENETTE WHICH MEANS LIMITED COOKING FACILITIES SUCH AS A SMALL SINK, RUNNING WATER, 1 OR 2 BURNER ELECTRIC STOVE, MICROWAVE, AND MINI FRIDGE. ADDITIONALLY, ALONG SIDE THE MAXIMUM SIZE ESTABLISHED A MINIMUM SLEEPING UNIT SIZE OF NO LESS THAN 300 SQ FEET EXCLUSIVE OF THE BATHROOM TO ENSURE THE FUNCTIONAL ACCOMMODATION OF THE REQUIRED COOKING CIRCULATION IN BASIC LIVING SPACE CONSISTENT WITH MULTIFAMILY BUILDING PRACTICES. ALSO, INCLUDE KITCHENETTE A DEFINITION OF A KITCHENETTE AS PART OF EMC 15.04.020. KOOPMAN FRAZIER SECONDED. MOTION CARRIED 5-0.**

**MARTINELL MOVED TO APPROVE ORDINANCE NO. 2832, CO-LIVING INTERIM DEVELOPMENT REGULATIONS AS AMENDED. KOOPMAN FRAZIER SECONDED. MOTION CARRIED 5-0.**

2. Ordinance No. 2834 - NFC Northwest, LLC Franchise

City Clerk Reads Ordinance by Title Only for the 1st Reading

ORDINANCE NO. 2834

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ENUMCLAW, WASHINGTON, GRANTING TO NFC NORTHWEST, LLC, A STATE OF WASHINGTON CORPORATION, A FRANCHISE FOR TELECOMMUNICATIONS.

**Staff Report:**

Reynolds explained that NFC Northwest, LLC, has merged with Zply Fiber Pacific who currently has a franchise agreement with the City. NFC has expressed that they would also like to have their own franchise agreement with the City.

**Council Comments:**

None

B. RESOLUTIONS

1. Resolution No. 1866 - Fee Schedule Amendment

City Clerk Reads Resolution by Title Only

RESOLUTION NO. 1866

A RESOLUTION OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON AMENDING RESOLUTION NO. 1865 TO AMEND FEES.

***Staff Report:***

Searcy stated that the Climate Commitment Act charge is now included in the fee resolution and has been updated with the 2026 fees.

Pasinetti stated that past fee consolidations within the fee resolutions did not include the application fee for independent fee calculations. This resolution will include that fee.

***Council Committee Reports:***

Koopman Frazier stated that the Finance Committee has reviewed and is in approval.

***Council Comments:***

None

***Council Action:***

**KOOPMAN FRAZIER MOVED TO APPROVE RESOLUTION NO. 1866, FEE SCHEDULE AMENDMENT. SMITH SECONDED. MOTION CARRIED 5-0.**

C. GENERAL ITEMS

1. Routine Reports

- a. Green River College: Enumclaw Business Development Report
- b. Finance: Sales Tax Report
- c. Community Development: Building Permits; City Planning

**13. UNFINISHED BUSINESS:**

None

**14. NEW BUSINESS:**

A. Set Work Session Date for Climate Commitment Act

Searcy explained that with the majority of the Council being new members, he would like to update them on the Climate Commitment Act. He would like to know if Council would like these updates to take place during regularly schedule Council meetings or to set up a work session outside the meetings.

Council consensus is to meet during a regularly schedule Council meeting.

**15. EXECUTIVE SESSION:**

None

**16. ADJOURNMENT:**

**MARTINELL MOVED TO ADJOURN THE MEETING. KOOPMAN FRAZIER SECONDED. MOTION CARRIED 5-0.**

Meeting adjourned at 7:53 p.m.

Respectfully Submitted,

Jessica Rose  
City Clerk

Date Minutes Approved: \_\_\_\_\_









## *Staff Report*

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### *Department of Administration*

**TO:** Mayor / City Council  
**FROM:** Jessica Rose, City Clerk  
**DATE:** February 23, 2026  
**SUBJECT:** Fee Schedule Amendment, Amending Public Records Fees

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#### **Background:**

The City of Enumclaw currently has copying fees outlined for use when processing public records requests. Most of these are located under miscellaneous fees in the Fee Schedule. The City would like to modify the fee schedule to clearly identify these as Public Records Fees.

The City has previously adopted statutory default charges pursuant to RCW 42.56.120 and WAC 44-14-07001. Since that time, both statutes have been updated to include fees related to uploading and transmitting electronic records, both of which are not included in the current fee schedule.

#### **Analysis:**

Besides the fees already established in the Fee Schedule, the City of Enumclaw has determined that it would be unduly burdensome to calculate “actual costs” for the newly added copying charges and therefore adopted statutory default charges per RCW 42.56.120 and WAC 44-14-07001. The statutes have been updated to include fees associated with electronic records, which are not currently reflected in the City’s fee schedule. Updating the fee schedule to include these charges will help offset costs associated with the JustFOIA system that is used to efficiently manage and process public records requests.

#### **Recommendation:**

Staff recommends approving Resolution No. 1867

**RESOLUTION NO. 1867**

**A RESOLUTION OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON  
AMENDING RESOLUTION NO. 1866 TO AMEND FEES.**

**Whereas**, Resolution No. B384 initially established fees which were revised by subsequent resolutions, and

**Whereas**, an amendment of Resolution No. 1866, the current fee resolution, is appropriate to amend fees to Community Development, Parks and Public Works.

**Now, therefore, the City Council of the City of Enumclaw, King County, Washington does hereby resolve as follows:**

**Section 1:** Resolution No. 1866 as authorized by Ordinance No. 1366 – Publication of Fees and Charges, hereby repeals and replaces Exhibit A.

**Section 2:** Severability. If any provision of this resolution and/or the resolutions listed in the findings of fact above and/or Ordinance No. 1366 is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the resolutions listed in the findings of fact above and/or Ordinance No. 1366 shall remain in force and affect.

**Section 3:** Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this resolution, including correction of clerical errors; resolution, section, or subsection numbers; or reference to other local, state, or federal laws, codes, rules, or regulations.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Anthony Wright  
Mayor

INTRODUCED \_\_\_\_\_  
PASSED \_\_\_\_\_  
APPROVED \_\_\_\_\_

Attested:

Approved as to Form:

\_\_\_\_\_  
Jessica Rose  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
Assistant City Attorney

<b>FEE SCHEDULE</b>	
(Updated January 12, 2026 per Resolution No. 1865)	
Fees that are applicable to sales tax will be included in amount listed below	
<b>ADMINISTRATION</b>	
<b>PUBLIC RECORDS FEE</b>	
<u>Inspection of agency records on agency public internet website or scheduled at agency office</u>	<u>No Fee</u>
<u>Accessing or downloading records the agency routinely posts on its public internet website, unless the requestor asks the agency for records to be provided through other means (the following copy charges below then apply)</u>	<u>No Fee</u>
<u>Photocopies, printed copies of electronic records when requested by the requestor, or for the use of agency equipment to photocopy public records</u>	<u>\$0.15 per black and white page</u> <u>\$0.25 per color page</u>
<u>Records scanned into an electronic format or for the use of agency equipment to scan the records</u>	<u>\$0.10 per page</u>
<u>Records uploaded to email, cloud-based data storage service, or other means of electronic delivery</u>	<u>\$0.05 cents for each four (4) electronic files or attachments</u>
<u>Records transmitted in electronic format or for use of agency equipment to send records electronically</u>	<u>\$0.10 per gigabyte</u>
<u>Digital storage media or devices: CD, DVD, Thumb Drive, Other</u>	<u>Actual Cost</u>
<u>Postage or delivery charges - Specific amount based upon postage/delivery charges for specific mailings or deliveries</u>	<u>Actual Cost</u>
<u>Bodyworn camera video/audio redaction and copying</u>	<u>\$1.00 per minute of staff time</u>
<u>Copy charges above may be combined to the extent more than one type of charge applies to copies responsive to a particular request.</u>	
<u>Duplication costs will be paid prior to duplication process.</u>	
<b>BUSINESS LICENSES</b>	
<b>GENERAL BUSINESS LICENSES</b>	
New License Fee	\$50.00
Renewal Fee	\$25.00
Renewal Fee for Multiple Businesses owned by one person at one location	\$25.00 for the first business, no fee for each additional business
Penalty for Late Renewal	\$5.00 per month/max \$15.00
Replacement License	\$10.00
<b>SPECIAL LICENSES (50% discount after January 1st, only for yearly licenses)</b>	
Adult Oriented Business	\$500.00 per year
Amusement Devices	\$12.00 per machine
Cabaret – with dancing	\$350.00 per year
Cabaret – without dancing	\$50.00 per year
Cabaret – one time event (valid 24 hours)	\$150.00 per event
Carnivals, Circuses & Shows	\$50.00 per event
Dances	\$60.00 per event
Fireworks Stand	\$100.00 plus \$100.00 refundable deposit
Gambling	General Business License (if applicable)
Home Occupations	Same fee as General Business License and renewal
Pawnbrokers	\$150.00 per year
Private Detectives & Security Guards	General Business License (if applicable)
Short Term Rental	\$150.00 per year
Solicitors & Mobile Vendors	\$35.00 per day/\$170.00 per year
Tow Truck Operators	General Business License (if applicable)
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>	
<b>BUILDING PERMITS</b>	

Building permit fees are based on the valuation of the project. The Building Official calculates the valuation of work for all permits. The valuation listed on the application shall be an estimate of the fair market value of construction including all labor and materials and may not be the same valuation calculated by the Building Official during review.

The Building Official calculates valuation using the most recent edition of the Building Valuation Data (BVD) Square Foot Construction Costs Table published by the International Code Council. The BVD table is based on new construction. The Following percentages apply to the valuation of different work types, as described in the permit application scope of work:

- New construction, additions, etc.: 100% of BVD
- Structural alteration to existing building, equipment, commercial re-roof, commercial coach, similar construction not falling into another category: The valuation listed on the application shall be used concurrent with the approval of the Building Official.
- Non-refundable technology Fee will be assessed at 10% of the building permit fees and all application fees for planning, fire and public works permit applications.

Total Valuation	Fee
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000.00	\$30.00 for the first \$500.00, plus \$3.93 for each additional \$100.00 or fraction thereof up to and including
\$2001.00 to \$25,000.00	\$88.95 for the first \$2,000.00, plus \$16.50 for each additional \$1,000.00 or fraction thereof up to and
\$25,001.00 to \$50,000.00	\$468.45 for the first \$25,000.00, plus \$13.00 for each additional \$1,000.00 or fraction thereof up to and
\$50,001.00 to \$100,000.00	\$793.45 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof up to and
\$100,001.00 to \$500,000.00	\$1293.45 for the first \$100,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof up to and
\$500,001.00 to \$1,000,000.00	\$4093.45 for the first \$500,000.00, plus \$6.00 for each additional \$1,000.00 or fraction thereof up to and
\$1,000,001.00 and up	\$7043.45 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof.
<b>OTHER RELATED BUILDING PERMITS</b>	
Plan Review	65% of the permit fee when required
Master Plan Review	25% of the plan review fee as specified in the Master Plan Policy
Additional plan review required by changes, additions, revisions to plans or related Fire Code requirements	\$146.07 per hour (1 hour minimum charge)
Re-inspection Fee	\$146.07 per hour (1 hour minimum charge)
Inspections for which no fee is specifically indicated (such as windows)	\$146.07 per hour (1 hour minimum charge)
For use of outside consultants for plan review and inspection, or both	Cost to the City plus \$25.00 per invoice. Deposit of estimated building permit fee based on valuation required at the time of application. Balance will be adjusted or invoiced upon completion.
Washington State Energy Code Plan Review	\$146.07 per hour
Mobile Home/Modular Office Setting	\$230.00 each plus \$146.07 per hour for plan review, when applicable
For Work Commenced Without First Obtaining Authorization or Permit or Both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued.
Sign Permit/Permanent	\$100.00 each up to the first three signs, plus \$40.00 for each additional sign
Sign Permit/Temporary	\$45.00
Plan Review for Sign Permit (if required)	\$146.07 per hour for plan review, when applicable
Demolition Permit	\$150.00 each
Re-roof (Commercial Building)	Based on permit valuations (total value of labor, materials, and labor) for which the permit being used.
Re-roof (Residential)	\$146.07 each
Fuel Oil Tank Removal (Residential) – (for Commercial, see Fire Dept.)	\$146.07 each
Paint Spray Booth	\$146.07 each plus \$146.07 per hour for plan review, when applicable
For work commenced without first obtaining authorization or permit or both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued.
Swimming Pool any new residential	\$146.07 each plus \$146.07 per hour for plan review, when applicable
Swimming Pool and new commercial	Based on permit valuations (total value of labor, materials, and labor) for which the permits being issued.
House Moving Fees:	
Pre-move inspection and notification	\$146.07 per hour

<b>PLUMBING PERMIT</b>	
Plumbing Permit - New Single-Family Dwelling	\$165.00
Plumbing Permit	\$35.00 each plus plumbing fixture unit fees
Supplemental Plumbing Permit for which the original permit has not expired, been canceled or finalized	\$15.00 each plus plumbing fixture unit fees
Back-Flow Permit	\$40.00 each plus unit fee for each device
<b>PLUMBING FIXTURE UNIT FEE SCHEDULE (in addition to Plumbing Permits)</b>	
<b>PLUMBING FIXTURE</b>	<b>Commercial/Residential</b>
Vats or other waste diluting tanks	\$22.00 each
Acid waste line and/or tank	\$22.00 each
Back-flow Protective Device	\$30.00 each
Bathtubs and/or combination bath and shower	\$10.00 each
Beverage dispenser and/or pop machine	\$22.00 each
Clinic, kitchen, laundry and/or mop sink	\$10.00 each
Dental chair and/or unit	\$10.00 each
Dishwasher and/or washing machine	\$10.00 each
Drinking fountain, water cooler and/or ice machine	\$10.00 each
Floor sinks, floor drains and/or indirect waste receptors	\$10.00 each
Floor gutter, condensate drains and/or shower stall	\$10.00 each
Garbage disposal	\$10.00 each
Gas piping: (serving 1 to 4 outlet(s))	\$10.00 each
Gas piping for each additional hook-up	\$4.00 each
Grease trap	\$40.00 each
Grease Interceptor	\$80.00 each
Hose bib and/or outside water faucets	\$10.00 each
Lavatory, water closet, toilet, privy, urinal and/or bidet	\$10.00 each
Medical gas piping system: (serving 1 to 5 outlet(s) and/or inlet(s))	\$70.00 each
Medical gas for each additional inlet(s) and/or outlet(s)	\$7.00 each
Pool, spa and/or hot tub	\$80.00 each
Pumps	\$10.00 each
Rain leaders, overflows and/or roof drains	\$10.00 each
Sump, sewage and/or ejector pump	\$10.00 each
Surgical vacuum system: (per NFPA-96)	\$100.00 each
Water heater and/or vent	\$10.00 each
Water hammer arrestors	\$10.00 each
For each repair or alteration of a drainage or vent piping	\$10.00 each
Unclassified fixture or equipment	\$10.00 each
<b>OTHER RELATED PLUMBING PERMITS</b>	
Plan review	65% of the total permit fee
Inspections outside of normal business hours	\$192.46 per hour (2 hr minimum charge)
Re-inspection fee	\$146.07 per hour (1 hr minimum charge)
Inspections for which no fee is specifically indicated	\$146.07 per hour (1 hr minimum charge)
Additional plan review required by changes, additions or revisions to approved plans	\$146.07 per hour (1 hr minimum charge)
For the use of outside consultants for both review and inspection or both	Actual Cost (Actual costs include administrative and overhead costs)
<b>MECHANICAL PERMITS</b>	
Mechanical Permit – New Single-Family Dwelling	\$165.00 each
Mechanical Permit	\$35.00 each plus unit fees

Supplemental Mechanical Permit for which the original permit has not expired, been canceled or finalized	\$10.00 each
<b>UNIT FEE SCHEDULE (in addition to Mechanical Permits)</b>	
<b>Mechanical Unit Fee</b>	<b>Commercial/Residential</b>
Residential installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 40,000 BTU/H	\$15.00 each
Residential installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 70,000 BTU/H	\$20.00 each
Installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 100,000 BTU/H	\$35.00 each
Installation or relocation of each furnace or burner, including ducts and vents attached to such appliance over 100,00 BTU/H	\$58.00 each
Installation or relocation of each suspended unit heater, infrared heater, recessed wall heater and/or floor-mounted heater	\$20.00 each
Installation, relocation or replacement of wood and or gas stove, fireplace, gas insert, gas fireplace	\$15.00 each
<b>Appliance Vents:</b>	
Installation, relocation or replacement of each appliance vent installed and not included in a permit	\$10.00 each
Installation, relocation or replacement of each appliance not listed	\$10.00 each
Installation, relocation or replacement of water heater and vent	\$10.00 each
Installation, relocation or replacement of clothes dryer and vent	\$10.00
Repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$17.00
<b>Compressors and Absorption Systems: (including heating units and roof units)</b>	
Installation or relocation of each heating unit or compressor to and including 3 horsepower or each absorption system (heat pump) to and including 100,00 Btu/h	\$22.00 each
Installation or relocation of each heating unit or compressor over 3 horsepower, to and including 15 horsepower or each absorption system (heat pump) over 100,00 BTU/H to and including 500,000 Btu/h	\$36.00 each
Installation or relocation of each heating unit or compressor over 15 horsepower to and including 30 horsepower or each absorption system (heat pump) over 500,000 BTU/H to and including 1,000,000 Btu/h	\$50.00 each

Installation or relocation of each heating unit or compressor over 30 horsepower to and including 50 horsepower or each absorption system (heat pump) over 1,000,000 BTU/H to and including 1,750,000 Btu/h	\$70.00 each
Installation or relocation of each heating unit or compressor over 50 horsepower, or each absorption system (heat pump) over 1,750,000 Btu/h	\$120.00 each
<b>Air Handlers</b>	
Air-Handling unit to and including 10,000 cubic feet per minute (cfm), including ducts NOTE: This fee does not apply to an air-handling unit for which a permit is required elsewhere in the Mechanical Code	\$13.00 each
Air-Handling unit over 10,000 cfm	\$24.00 each
<b>Evaporative Coolers</b>	
Evaporative cooler other than portable type	\$20.00 each
<b>Ventilation and Exhaust:</b>	
Ventilation fan connected to a single duct, stationary fan, ventilation system spot, and kitchen ranges	\$10.00
Ventilation system which is not a portion of any heating or air-conditioning system authorized by permit	\$13.00
Ventilation system of the ducts, and diffusers only	\$14.00
Installation of each hood which is served by mechanical exhaust, including the ducts for each hood	\$10.00
For automatic fire extinguishing system for class 1 hoods	\$60.00
For class-1 hood and vent fan	\$100.00
For class-2 hood and vent fan	\$80.00
<b>Cooling Tower:</b>	
Installation or relocation of each cooling tower	\$44.00 each
<b>Gas Piping:</b>	
Installation or relocation of up to and including four (4) outlets	\$10.00 each
Installation or relocation of each outlet over four (4)	\$4.00 each
<b>Miscellaneous:</b>	
Appliance or Piece of equipment regulated by the mechanical code but not classed in other appliance categories, or for which no other fee is listed above	\$10.00 each
<b>OTHER RELATED MECHANICAL FEES</b>	
Plan Review	65% of the total permit fee
Re-inspection Fees	\$146.07 per hour (1 hr minimum charge)
Inspections outside of normal business hours	\$192.46 per hour (2 hr minimum charge)
Inspections for which no fee is specifically indicated	\$146.07 per hour (1 hr minimum charge)
For the use of outside consultants for review and inspection or both	Actual Cost (Actual costs include administrative and overhead costs)
For the use of outside consultants for review and inspection or both	Actual Cost (Actual costs include administrative and overhead costs)

Additional review Required by changes, additions or Revisions to Approved Plans, Including Review for Sizing Gas Piping	146.07 per hour (1 hour minimum charge)
Generator	\$67.00 each
<b>PLANNING AND LAND USE</b>	
Accessory Dwelling Unit	\$350.00
Comprehensive Plan Text and/or Map Amendment Request (including concurrent rezone)	\$3,500.00 plus public notification costs
Technical map amendment to comprehensive plan or zoning map (minor reconfiguration of a line between zones/designations where acreage in each zone remains the same)	\$500.00 plus public notification costs
Conditional Use Permit to establish residential use of an existing non-conforming single-family dwelling in the CB-1,	\$750.00
Conditional Use Permit, all others	\$3,500.00 plus public notification costs
Final Plat	3,200.00 plus \$20.00 per lot
Final Short Plat	\$750.00
Lot Line Adjustment/Elimination	\$700.00
Mobile Home Park, RV Park or Trailer Court	\$3,700.00 plus \$50 per lot, plus public notification costs
Planned Unit Development	\$3,800.00 plus \$50 per lot, plus public notification costs
Zoning Verification	\$69.57 per hour
Plat Alteration Fees (or revision to approved Development Agreement) and Modification of Approved Preliminary Plat prior to Final Plat Approval	Plat alteration and preliminary plat modification fees determined after review whether the changes requested are minor or major. A minor change is done administratively and the fee is 1/4 of the cost of the preliminary plat fee. A major change requires a public hearing, or City Council meeting, and the fee is 1/2 of the cost of the preliminary plat fee. A public notice board and deposit are required for a major alteration. For major alterations the deposit amount shall be one-half of the cost of the preliminary plat fee.
Preliminary Subdivision Plat	\$4,500.00 plus \$50.00 per lot, plus public notification costs
Quarrying and Mining Permit	\$1,000.00
Rezone (not processed concurrent with Comprehensive Plan Map Amendment)	\$3,500.00 plus public notification costs
Pre-Application – Single Family and Home Occupations	No Fee
Pre-Application – All Other Development	\$200.00
Formal Code Interpretation	\$50.00
Short Plat	\$2,500.00 plus public notification costs
Temporary Permits	\$300.00
RV Occupancy Permits and RV Temporary Permit	\$100.00
Temporary Permit – Outdoor Christmas Tree and Wreath Sales between November 20 and December 26 and Fireworks Stands	No fee for temporary use, general business license and special license fees apply
Variance	\$500.00 each single-family units
Appeals	\$800.00
Multifamily Tax Exemption Applications	\$3,000.00
<b>Environmental:</b>	
Environmental Checklist Review – SEPA	\$550.00 plus public notification costs
Environmental Impact Statement – EIS	\$100.00 per hour plus consulting fees
Critical Area Permit	\$320.00 plus public notification costs
Critical Area Permit Review (if warranted)	\$ hourly rate of consultant per city contract
Shoreline Exemption	\$25.00 plus SEPA (if applicable)
Shoreline Substantial Development Permit	\$500.00 plus SEPA (if applicable)
Shoreline Conditional Use Permit	\$3,000.00 plus SEPA (if applicable)
Shoreline Variance – Single Family Residence or Accessory Dwelling Unit	\$500.00 plus SEPA (if applicable)
Shoreline Variance – All Other Development	\$3,000.00 plus SEPA (if applicable)
<b>Design Review Board:</b>	

Signs	\$100.00
Modifications or additions to existing multi-family, commercial, industrial, office, and public properties	\$130.00
Project Review < 500 square feet	\$250.00
Project Review ≥ 500 square feet	\$500.00
Site Plan approvals in public & hospital	\$2,000.00
<b>Temporary Mobile Office &amp; Night Watchman's Quarters:</b>	
First Year	\$100.00
Second Year	\$200.00
Third Year	\$400.00 doubling in like amounts each consecutive year (maximum of 3 years)
<b>Annexation:</b>	
60% Petition Method (collected at time of 60% petition submittal)	\$850.00 plus public notification costs
<b>Custom Maps and More:</b>	
Maps, creation of custom map products. A custom map product includes any new map or custom, non-xerographic enlargements, reduction, etc. of a standard map product	Minimum charge is one-half hour of the hourly rate determined by Resolution. Hourly Charges plus \$2.50 per square foot of map area.
Computer Aided Design and Drafting (CADD), Geographic Information System (GIS), and/or Mapping Information	CADD, GIS, or Mapping data is billed on an hourly basis plus actual costs of any required storage media. Minimum charge is one-half hour of hourly rate determined by Resolution.
<b>Planning and Land Use Prints:</b>	
	<b>Black &amp; White</b>
	<b>Color</b>
11 X 17	\$1.00
18 X 24	\$2.00
24 X 36	\$4.00
30 X 42	\$6.00
<b>School District Impact Fees*:</b>	
Single Family Residential	\$6,376.46 per dwelling unit
Multi-family Dwelling	\$1,850.19 per dwelling unit
*As outlined in EMC Section 19.24.070. Increase each year by Consumer Price Index for the Seattle Area on April 1 as published by the U.S. Bureau of Labor Statistics.	
<b>Fire Facility Impact Fees*:</b>	
Residential Dwelling Units	\$2,383.13 per dwelling unit
Commercial Development	\$0.35 per square foot of commercial building development
*As outlined in EMC Section 19.24.090	
<b>Park Impact Fees*:</b>	
Single Family Residential	\$2200.00 per dwelling unit
Multi-family Dwelling	\$1474.00 per dwelling unit
*As outlined in EMC Section 19.24.080	
<b>Transportation Impact Fee*:</b>	
Single Family Residential	\$4491.00 per dwelling unit
Multi-family Dwelling	\$2437.00 per dwelling unit
** Commercial and other uses as outlined in Table 4 of the City of Enumclaw Transportation Impact Fee Update dated March 1, 2025, as outlined in EMC Section 19.24.070	
<b>Administrative Fees</b>	
Single Family	\$35.00 per permit
ADU	\$35.00 per permit
Multi-Family	\$70.00 per permit
Non-Residential	\$35.00 or 1% of the impact fee charged whichever is greater
Independent Fee Calculation	\$500 plus any additional costs expended by the city during review
<b>FIRE FEES</b>	
Fire Plan Review Fee for Building Permit Review	40% of Building Plan Review Fee
Re-inspection Fees for New Construction and Tenant Improvements	\$146.07 per hour
Fire Alarm Permit	\$315.00 plus \$1.55 for each device plan review cost of \$146.07 per hour (2 hr minimum charge)
Fire Sprinkler Permit (also needs fire alarm permit)	\$315.00 for first 10 heads plus \$1.07 for each additional head plan review cost of \$146.07 per hour (2 hr minimum charge)

Fire Suppression System (other than sprinklers)	\$315.00 each plus plan review cost of \$146.07 per hour (2 hr minimum charge)
Fuel Oil Tank Removal (Commercial)	\$220.00 each plus \$146.07 per hour for plan review, when applicable (2 hr minimum charge)
<b>Fire Alarm Violations:</b>	
First False Alarm	No fine, warning
Second False Alarm	No fine, warning
Third False Alarm	\$135.00
Fourth and Subsequent False Alarms	\$270.00
<b>Miscellaneous:</b>	
Plan Review/Inspection Fee, or for which no other is listed above	\$146.07 per hour
Inspections outside of normal business hours	\$192.46 per hour (2hr minimum charge)
<b>ENGINE COMPANY LEVEL RE-INSPECTION FEES</b>	
1st Re-Inspection Fee Conducted 30 days after initial inspection	\$0.00
2 <sup>nd</sup> Re-Inspection Fee Conducted 44 days after initial inspection	\$60.00
3 <sup>rd</sup> Re-Inspection Fee Conducted 58 days after initial inspection	\$85.00
4 <sup>th</sup> Re-Inspection Fee and all other subsequent re-inspections Conducted 65 days after initial inspection	\$120.00
<b>Miscellaneous:</b>	
<del>Duplication costs will be paid prior to duplication process. Applicable postage will be added if copies are mailed.</del>	
<del>Photocopying</del>	<del>\$0.15 per page – black and white \$0.25 per page – color</del>
<del>Creation or Duplication of Video/Audio/DVD/CD or Recordings</del>	<del>\$5.00 DVD or CD \$10.00 Memory Stick No fee for discovery file copy</del>
Duplication of Photographs	\$10.00 per request plus actual cost of duplication charged by third party
Labels run on business register/other files	\$35.00
Listing run on business register/other files	\$15.00
City fee for processing passports	\$35.00 (as authorized by the US Department of Commerce and Bureau of Consumer Affairs, and any future amendments)
Community banner fee	\$75.00
Returned check penalty	\$25.00 (thereafter only certified check or cash will be accepted for payment for a period of 12 months)
Interest rate on delinquent accounts/debts not otherwise established on fee resolution	1% per month with \$5.00 monthly minimum
<del>Scanning of documents</del>	<del>\$0.10 per page</del>
<b>Cemetery/Community Center/Golf Course City Parks/Ball Field Use/Miscellaneous/Aquatic Center Cemetery/Community Center/Golf Course</b>	
Activenet Administrative Processing Fee	\$10.00 per applicable transaction
<b>CITY PARKS/BALLFIELD USE</b>	
<b>Baseball/Softball Game/Tournament Use:</b>	
Boise Creek Park ball fields	\$34.00 per adult game/ \$29.00 per youth game
4 Fields- One-day tournament	\$900.00
6 Fields- Two-day tournament	\$1,200.00
4 fields– two-day tournament	\$1,400.00
6 fields– two-day tournament	\$1,550.00
Deposit per Tournament	\$250.00
<b>General Use (non-baseball/softball game use) of Boise Creek Park:</b>	
General Use	\$12.00 per hour
<b>City Parks Miscellaneous:</b>	
Schedule Change	\$11.00 per notification
Schedule Conflict	\$22.00 per occurrence
Resale Items Sold	Park Board Review/Approval
Use of Lights at Boise Creek Park	\$23.00 per hour
<b>Maintenance Fee Program for Ball Fields:</b>	

Field Prep	\$26.00	
Deluxe Prep (includes batter's box, \$28.00 on-deck circle, base coach boxes, and/or portable mounds)	\$33.00	
<b>Facility Rental - VFW Hall</b>	<b>General Rate</b>	<b>Non-Profit</b>
Monday-Thursday	\$50.00/hr (2 hr minimum)	\$25.00/hr (2 hr minimum)
Friday	\$100.00/hr (2 hr minimum)	\$50.00/hr (2 hr minimum)
Saturday/Sunday	Full Day (8am-8pm) \$750.00 or \$100/hr (2 hr minimum)	Full Day (8am-8pm) \$400.00 or \$50/hr (2 hr minimum)
Kitchen Use	\$50.00 per use	\$50.00 per use
Cancellation Fee	\$25.00	\$25.00
Federal/Observed Holidays	\$100.00 Additional Fee	\$50.00 Additional Fee
<b>Refundable Deposit</b>	<b>\$150.00</b>	<b>\$0.00</b>
<b>Cultural Programs:</b>	<b>Indoor</b>	<b>Outdoor</b>
Vendor - 6' x 10' space	\$35.00	\$25.00 - \$40.00
Vendor - 10' x 10' space	\$45.00	\$25.00 - \$45.00
"Roving" Vendor	\$15.00 - \$35.00	\$15.00 - \$35.00
Power (if available)	\$5.00/day	\$5.00/day
No Show Fee	\$20.00	\$20.00
<b>Special Events:</b>		
Application Fee	\$25.00	
Special Event Fee (after event approval)	\$100.00	
<b>Special Event Additional Services:</b>		
Public Work Staff	\$50.00 per hour	
Police Officer (Police Scope Servies Agreement)	Separate agreement (\$125.00 per hour with a 4-hour minimum)	
Dumpsters (required for events over 200)	\$150.00 per dumpster	
Sani Cans (required for events over 200)	Applicant will have the opportunity to utilize our downtown Sani cans on a seasonal basis May - September. The usage of these units will be charged at \$100 per event. If the event is over the capacity that our units can candle an outside contract must be obtained and applicant must provide proof of reservation.	
Barricades (4 hours of labor for barricades, cones, etc)	\$50.00 per hour x 4 hours = \$200.00	
Street Sweeper (required for parades and street fairs)	\$200.00 per hour	
<b>Parks - Other:</b>	<b>Non-Profit (501c3) Organization Use:</b>	<b>Commercial Use:</b>
20' x 30' Canopy	Cost for delivery, set-up and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays	\$200.00 rental fee plus the cost of delivery, set-up, and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays
10' x 20' Canopy		\$150.00 rental fee plus the cost of delivery, set-up, and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays
15' - 4' x 8' Stage Sections		\$250.00 rental fee plus the cost of delivery, set-up, and take down: \$25 per hour on weekdays; \$50 per hour on weekends and holidays
Damage Deposit	\$100.00	\$100.00
<b>AQUATIC CENTER</b>		
<b>Facility Fee/Aquatics:</b>	<b>Fee</b>	
Pool Rental - 25 or less	\$155.00	
Pool Rental - 26-50 people	\$192.00	
Pool Rental - 51-75 people	\$230.00	
Pool Rental - 76-100 people	\$268.00	
Pool Rental - 101-125 people	\$305.00	
Party Room/Community Room Rental	\$52.00/50 minutes	
Wibit toy rental per hour (entire toy)	\$116.00	

1 hour Wibit Party Package (up to 25 people)	\$283.00
2 hour Wibit Party Package (up to 25 people)	\$515.00
School District pool rental per hour	\$90.00
ESD 2nd Graders per session	\$482.00
Special Olympics per hour	\$120.00
ESD inclusive Classes per hour	\$84.00
Swim Team rental per hour– entire pool	\$95.00
Discount Swim/Shower	\$4.75
Public Swim/Lap Swim/Water Walking – adult	\$8.75 per hour 10 visits/\$79.00
Public Swim /Family Swim/Lap Swim/Water Walking - senior/youth/disabled/military	\$7.25 per hour 10 visit/\$65.00
Family drop-in (public/family swim)	\$23.25 per hour
1 hour Drop-in senior/youth/disabled/ military water exercise	\$8.75 10 visits/\$79.00
1 hour Drop-in adult water exercise	\$10.25 10 visits/\$93.00
Locker Rental - coin operated	\$0.25
<b>Splash Passes:</b>	
1 Month Splash senior/youth/disabled/ military pass	\$70.00
1 Month Splash adult pass	\$87.00
1 Month Splash family pass	\$167.00
1 year Splash senior/youth/disabled/military pass	\$301.00
1 year Splash adult pass	\$379.00
1 year Splash Family Pass	\$758.00
<b>Exercise Passes:</b>	
Exercise 1 month senior/youth/disabled/ military pass	\$87.00
Exercise 1 month adult pass	\$102.00
Exercise 1 year senior/youth/disabled/ military pass	\$368.00
Exercise 1 year adult pass	\$435.00
<b>Swim Lessons:</b>	
Swim Lesson per 1/2 hour preschool/youth	8 Lessons/\$89.00
Swim Lessons per 1/2 hour parent/tot	8 lessons/\$70.25
Private Lesson per 1/2 hour	\$42.25
Semi-private Lesson 1/2 hour 2 students	\$35.50
Eels Swim Team	\$276
<b>CEMETERY</b>	
Extended Land use - one-half of current lot price.	
<b>Lot Charges:</b>	
Infant	\$300.00
Cremation Lots	\$725.00
Sections 1 – 6	\$1,650.00
Specific Blocked View Lots In Section 5 and 6	\$1,000.00
Section 7 and 8 Lots, Excluding Upright Sections	\$2,750.00
Specific Upright Monument Area Lots In Section 7 and 8	\$4,000.00
<b>Mausoleum Crypts:</b>	
First Level + Westminster (2 spaces)	\$7,600.00
Second Level	\$6,350.00
Third Level	\$6,350.00
Fourth Level	\$5,395.00
<b>Mausoleum Niche - North Facing: Wall "A"</b>	
First Level – Single	\$1,375.00
First Level – Double	\$2,075.00
Second Level – Single	\$1,450.00

Second Level – Double	\$2,175.00
Third Level – Single	\$1,995.00
Third Level – Double	\$2,992.00
Fourth Level – Double	\$3,292.00
Fifth Level – Double	\$3,292.00
Sixth Level – Double	\$2,000.00
Seventh Level – Single	\$1,250.00
Seventh Level – Double	\$1,900.00
Eighth Level – Single	\$1,200.00
Eighth Level – Double	\$1,800.00
<b>Mausoleum Niche - South Facing: Wall "B"</b>	
First Level - Single	\$2,065.00
First Level – Double	\$3,120.00
Second Level – Single	\$2,175.00
Second Level – Double	\$3,265.00
Third Level – Single	\$2,995.00
Third Level – Double	\$4,492.00
Fourth Level – Single	\$2,995.00
Fourth Level – Double	\$4,492.00
Fifth Level – Single	\$2,795.00
Fifth Level – Double	\$4,192.00
Sixth Level – Single	\$2,100.00
Sixth Level – Double	\$3,150.00
Seventh Level – Single	\$1,875.00
Seventh Level – Double	\$2,850.00
Eighth Level – Single	\$1,800.00
Eighth Level – Double	\$2,700.00
<b>SENIOR ACTIVITY CENTER</b>	
<b>General Use:</b> No admission charged for attendance	
All day (eight hours)	\$300.00 per day
Hourly	\$40.00 per hour
<b>Commercial Use:</b> Admission is charged for attendance	
All day (eight hours)	\$300.00 per day
<b>Non-Profit (501C) Organization Use:</b>	
Usage limited to one weekend per month	\$20.00 per hour
Kitchen Use (includes plate ware)	\$50.00 additional
Cleaning/damage deposit	\$200.00
Cancellation Fee	\$25.00
Key Deposit	\$50.00
<b>POLICE DEPARTMENT</b>	
Animal License (issued at City Hall)	As per King County Ordinance
Fingerprinting	\$10.00 per card
<b>Dealer Employee Fingerprints:</b>	
Electronic Transmittal	\$21.00
Paper Mail-In	\$58.00
<b>Commitment Fees:</b>	
Contract	\$120.00 per day payable in advance
Non-Contract	\$140.00 per day payable in advance
Self-Commit	\$150.00 per day payable in advance
Administrative Booking Fee	\$50.00
<b>Concealed Pistol License:</b>	
Original	\$48.00*
Renewal	\$32.00*
Charge for late renewal	\$42.00*
Replacement	\$10.00*
Process Service	\$20.00
<b>Miscellaneous Fees:</b>	
Photocopying	See: Miscellaneous Fees
Duplication of Photographs	See: Miscellaneous Fees

Audio and Video Tape Reproduction	See: Miscellaneous Fees	
Scanned Documents	See: Miscellaneous Fees	
Body Worn Camera Video/Audio Redaction and Copying	\$1.00 per minute	
Miscellaneous Review (Immigration checks, VISA letter, etc)	\$10.00	
Police Impound Storage	\$40.00 per day	
*As authorized under RCW 9.41.070 and future amendemnts		
<b>PUBLIC WORKS DEPARTMENT</b>		
<b>REVIEW AND INSPECTIONS</b>		
The costs of City review and inspection of infrastructure improvements including but not limited to sanitary sewer, water lines, pump station, street and storm water design		
City Staff review/inspection (engineer)	\$164.93 per hour (1 hr minimum charge)	
City Staff review/inspection (technician)	\$146.07 per hour (1 hr minimum charge)	
Consultant review/inspection/testing	Cost to the City plus \$25.00 per invoice	
Right-of-way vacation	\$300.00	
Inspections outside of normal business hours	\$192.46 per hour (2 hr minimum charge)	
<b>GAS UTILITY</b>		
<b>Gas Monthly Fees</b>		
Natural Gas is billed monthly. Charges include base charge of <b>\$13.15</b> base charge for residential accounts. Commercial account base charge per month is based on meter class. The volume charge is <b>\$1.3326</b> per therm for residential customers and <b>\$1.2793</b> per therm for commercial customers. Rates include a 6% municipal utility tax. Low income rate base charge of \$9.21 and the volume charge is \$.9328 per therm for residential customers.		
<b>Charge Type - Class</b>	<b>Residential</b>	<b>Commercial</b>
<b>Base Charge</b>	\$13.15	<b>**See below</b>
250		\$19.70
425		\$25.48
880		\$37.07
1M-7M		\$92.66
7.1M+		\$150.58
<b>Charge Type for Services Connected</b>	<b>On or Prior to 07/25/2021</b>	<b>After 07/25/2021</b>
Climate Commitment Act Charge - per ccf	\$0.0669	\$0.3369
<b>Gas Account Deposit for Rentals:</b>		
Commercial	1/6 of annual amount billed for same or similar account	
Residential Utility Deposits	1/6 of annual amount billed for same or similar account (if property owner is unwilling to sign a guarantee of	
Customer requested temporary turn off and subsequent turn on	\$50.00	
Removal/Reset gas meter	\$200.00	
All work performed after hours	Minimum charge of two hours labor at time and one-half, double time on Sundays	
<b>Meter Deposit Fee for New Services:</b>		
250 size meter	\$591.91	
425 size meter	\$1,219.62	
630 size meter	\$2,197.97	
1000 size meter	\$2,478.40	
> 1000 size meter	\$ cost plus 10%	
<b>Annual Adjustment:</b>		
Each year there will be an automatic annual gas rate charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.		
<b>SEWER UTILITY</b>		
<b>Sewer Base Charge</b>	<b>Per Month</b>	
Effective January 1, 2026, the sewer base charge per month for all customer classes shall be \$30.06, except multifamily and mobile home customers shall be charged \$5.70 per dwelling unit with a minimum of \$30.06.		
<b>Volume charge:</b>		
Shall be \$8.94 per hundred cubic feet		
<b>Surcharge for outside City connections:</b>		
Rate Surcharge	1.5 times the rate charged inside City Limits	

<b>Capital Facilities Charge</b>		
Per equivalent residential unit (ERU) shall be due and payable		\$10,242.00
<b>Side Sewer:</b>		
Permit fee (includes review, one inspection & as-built plan)		\$400.00
Re-inspection fee		\$175.00 each
<b>Annual Adjustment:</b>		
Each year there will be an automatic annual sewer rate and capital facilities charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.		
<b>SOLID WASTE RESIDENTIAL GARBAGE, RECYCLE &amp; YARDWASTE COLLECTION</b>		
These rates apply to single-family dwellings and duplexes where a wheeled cart will adequately serve the customer based upon weekly pickup:		
<b>Garbage</b>		<b>Monthly Fee</b>
Garbage 20-gallon Mini Cart		\$36.04
Garbage 32-gallon Cart		\$39.93
Garbage 64-gallon Cart		\$50.26
Garbage 96-gallon Cart		\$60.61
<b>Extra Garbage</b>		<b>Per Pick up/each</b>
Extra Garbage - 20 Gallon Bag/Can/Cart		\$4.93
Extra Garbage - 32 Gallon Bag/Can/Cart		\$5.83
Extra Garbage - 64 Gallon Bag/Can/Cart		\$8.21
Extra Garbage - 96 Gallon Bag/Can/Cart		\$10.60
<b>Recycle</b>		
96-gallon cart 1x EOW		Included
96-gallon cart 1x EOW Additional Cart		\$14.69
<b>Yardwaste</b>		
96-gallon cart 1x EOW		\$17.17
96-gallon cart 1x EOW Additional Cart		\$17.17
Extra 45-gallon bag/can		\$7.37/per bag/can
<b>COMMERCIAL GARBAGE, RECYCLE &amp; YARDWASTE COLLECTION RATES</b>		
Rates apply to all customer classes & Types other than single-family dwellings & duplexes where a wheeled cart will adequately serve the customer based upon weekly pickup:		
<b>Garbage Size of Container</b>	<b>Frequency of pick-up</b>	<b>Monthly Fee</b>
20-Gal Mini Cart	1 x per week	\$21.36
32 Gallon Cart	1 x per week	\$25.24
64 Gallon Cart	1 x per week	\$35.59
96 Gallon Cart	1 x per week	\$45.92
1.5 cubic yd	1 x per week	\$197.33
	2 x per week	\$394.65
	3 x per week	\$591.98
	4 x per week	\$789.30
	5 x per week	\$986.63
3 cubic yd	1 x per week	\$386.73
	2 x per week	\$773.47
	3 x per week	\$1,160.20
	4 x per week	\$1,546.94
	5 x per week	\$1,933.67
4 cubic yd	1 x per week	\$505.13
	2 x per week	\$1,010.25
	3 x per week	\$1,515.37
	4 x per week	\$2,020.50
	5 x per week	\$2,525.62
6 cubic yd	1 x per week	\$741.90
	2 x per week	\$1,483.81
	3 x per week	\$2,225.70
	4 x per week	\$2,967.61
	5 x per week	\$3,709.51
8 cubic yd	1 x per week	\$967.53

	2 x per week	\$1,936.32
	3 x per week	\$2,904.48
	4 x per week	\$3,872.65
	5 x per week	\$4,840.80
<b>Extra Garbage</b>	<b>Frequency of pick-up</b>	<b>Per Pick up/each</b>
20 Gallon Bag/Can/Cart	Per Pick up	\$4.93
32 Gallon Bag/Can/Cart	Per Pick up	\$5.83
64 Gallon Bag/Can/Cart	Per Pick up	\$8.21
96 Gallon Bag/Can/Cart	Per Pick up	\$10.61
1 yd	Additional P/U as requested	\$32.88/1 yard
1 yd	Lid not closed/extra unit	\$32.88/1 yard
<b>Recycle</b>		
96-gallon cart 1x EOW	Included	
96-gallon cart 1x EOW Additional Cart	\$14.69	
<b>Yardwaste</b>		
96-gallon cart 1x EOW	\$17.17	
96-gallon cart 1x EOW Additional Cart	\$17.17	
Extra 45-gallon bag/can	\$7.37 ea	
<b>Temporary 30-day dumpster rental Size of Container</b>	<b>Frequency of pick-up</b>	<b>Monthly Fee</b>
Garbage 1.5yd – 8yd	Cost includes Initial Delivery/Removal	\$99.94
Garbage 1.5yd – 8yd	As requested	\$32.88/1yd
<b>OTHER SOLID WASTE UTILITY FEES</b>		
32/64/96-gallon recycling cart, one-time mandatory fee for new accounts or a replacement fee if the damage to the cart is caused by misuse or negligence	\$97.52/cart (collected at the time of the building permit issuance on new single-family homes/mobile homes/ADA) or a replacement fee if the damage to the cart is caused by misuse or negligence and is beyond repair	
96-gallon yardwaste cart, one-time mandatory fee for new accounts or a replacement fee if the damage to the cart is caused by misuse or negligence	\$97.52/cart (collected at the time of the building permit issuance on new single-family homes/mobile homes/ADA) or a replacement fee if the damage to the cart is caused by misuse or negligence and is beyond repair	
20/32/64/96-gallon garbage cart, one-time mandatory fee for new accounts or change in service or a replacement fee if the damage to the cart is caused by misuse or negligence	\$97.52/cart (collected at the time of the building permit issuance on new single-family homes/mobile homes/ADA) or a replacement fee if the damage to the cart is caused by misuse or negligence and is beyond repair	
Tampering Fee - 20/32-gallon garbage cart (per EMC 8.12.180) The removal of 20 gallon liner from 32 gallon cart	\$60.64	
Redelivery Fee Garbage/Recycle/Yardwaste fee will apply if completed within a 12-month period of canceled service.	\$78.00	
Container/Cart Exchange Fee. One time change of container size for free. 2nd change and thereafter the fee will apply if completed within a 12-month period.	\$36.40	
<b>Annual Adjustment:</b>		
Each year there will be an automatic annual solid waste rate charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.		
<b>Stormwater</b>		
<b>Property Classification</b>	<b>Rate</b>	<b>Frequency</b>
Single Family Detached Residential Property	\$12.32	Per Month
Other Developed Property	\$12.32	Per *ESU per Month 1.0 ESU Minimum
(1 ESU equals 3,200 square feet of impervious surface)		
<b>Annual Adjustment:</b>		
January 1st of each year there is an automatic annual stormwater rate charge adjustment for inflation by the Consumer Price Index (CPI-U) based on the Seattle indices.		
<b>STREETS</b>		

<b>Right-of-Way Construction Permit:</b>		
Permit fee (includes 1 hour review and one inspection) Minimum 1 hour non-refundable plan review fee once review has started	\$292.14	
Re-inspection fees	\$146.07 per hour	
Performance guarantee for restoration	Minimum \$300 cash deposit or as required per EMC 12.18.065	
Consultant review/inspection/testing	Cost to the City plus \$25.00 per invoice	
Right-of-Way Use Permit	\$120.00 \$60.00 Additional Fee: \$75.00 0-100 sq ft \$150.00 101-200 sq ft \$225.00 201-300 sq ft \$100.00 for each 100 sq ft thereafter*	
Street sweeping and vector cleaning fee	Actual time plus disposal costs, with 1-hour minimum	
<b>WATER UTILITY</b>		
The base charge for all customer classes per meter per month and the volume charges for each customer class per 100 cubic feet (CCF) are fixed as follows:		
Base Charge up to	Inside City Limits	Outside City Limits
3/4"	\$16.70	\$25.07
3/4" LI	\$11.71	\$17.56
1" & 1-1/4"	\$22.48	\$33.73
1-1/2"	\$32.08	\$48.14
2"	\$43.65	\$65.46
3"	\$74.76	\$112.14
4"	\$109.42	\$164.11
6"	\$205.57	\$308.39
8"	\$321.00	\$481.50
WATER USE/CCF	Inside City Limits	Outside City Limits
Residential - Block 1 (0-8)	\$2.33	\$3.51
Residential - Block 2 (8-20)	\$3.09	\$4.66
OVER 20 CCF Residential - Block 3 (20+)	\$3.87	\$5.77
Multi-family Residential	\$2.31	\$3.47
Commercial	\$2.89	\$4.35
Agricultural	\$1.76	\$2.61
Res LI - Block 1	\$1.63	\$2.46
Any building using city water for automatic sprinkler system for fire protection shall pay annually for the service by size of the supply line as follows:		
Supply Line Size	Inside City Limits	Outside City Limits
2-inch or less	\$31.01	\$70.33
3-inch	\$56.60	\$121.34
4-inch	\$85.50	\$178.84
6-inch	\$164.99	\$338.41
8-inch or more	\$261.33	\$529.90
Customer Demand	Inside City Limits	Outside City Limits
Equivalent Residential Unit - Per each ERU	\$6,793.00	\$16,305.00
Meter Size - Meter Capacity	Inside City Limits	Outside City Limits
5/8in x 3/4-in 1.0	\$6,793.00	\$16,305.00
1-inch 2.5	\$16,983.00	\$40,763.00
1-1/2 inch 5.0	\$33,965.00	\$81,525.00
2-inch 8.0	\$54,344.00	\$130,440.00
3-inch 16.0	\$108,688.00	\$260,880.00
4-inch 25.0	\$169,825.00	\$407,625.00
6-inch 50.0	\$339,650.00	\$815,250.00
8-inch 80.0	\$543,440.00	\$1,304,400.00
<b>Meter Setting Charge Where Service Already Installed to City Standard:</b>		
Revenue and deduct meters, all sizes	Cost of meter plus 10% and \$75 installation fee	
<b>Other New Services:</b>		

5/8"	\$500.00 Deposit Due at time of service order plus all charges for actual time and materials payable before turn on
1"	\$700.00 Deposit
1-1/2" & 2"	\$1,500.00 Deposit
All other meter sizes	Amount due for the estimated time and materials at time of service order. Balance will be adjusted or invoiced on completion
<b>Annual Adjustment:</b>	
Each year there will be an automatic annual water rate charge adjustment based on the Seattle indices identified in the EMC as well as the adjustments identified in the city utility rate studies.	
<b>Other Fees:</b>	
Certificate of Water Availability	\$75.00
Fire Flow Tests	\$100.00 Deposit plus time and materials
Unauthorized Turn-on Penalty/Tampering	\$100.00
Meter Testing Charge	Time and materials cost
Mailing reminder notices to customers that have not provided acceptable proof of the annual testing of backflow prevention assemblies	\$35.00 for each additional notice mailed
Mailing reminder notices to customers who did not install backflow prevention assemblies as required by the city	\$35.00 for each additional notice mailed
All work performed after hours	Minimum charge of two hours labor at time and one-half, double time on Sundays
Bulk water truck filling and hydrant meter rental permits	\$200.00 w/ measured volume billed at current inside City commercial rate
Deposit for rental of hydrant meter and/or H2O Neutralizer device	\$2,200.00 deposit for each device upon return of meter, the city will apply the deposit towards a \$200 permit fee. \$25 per week rental, plus the water consumption charges invoiced at current rate.
Remove/re-install water meters	\$100.00
<b>MISCELLANEOUS UTILITY</b>	
Transfer of account	\$5.00
Interest rate on delinquent accounts	1% per month
Unpaid account turn-off penalty	\$25.00
Unpaid connection charge turn-off penalty	\$25.00
Turn on after hours	\$85.00
Mailed turn-off notice	\$20.00
Door Hanger hand delivered turn-off notice (waived if payment is received prior to shut-off date)	\$20.00
<b>GRADING PERMITS (reviewed by Engineering Department)</b>	
<b>Volume Range (Cubic yards)</b>	<b>Fee</b>
99 or less	No fee
100 to 1,000	\$300.00 + \$50.00 per extra 100 cubic yards, plus plan review fee
1,001 to 10,000	\$750.00 + \$150.00 per extra 1,000 cubic yards, plus plan review fee
10,001 to 100,000	\$2100 + \$150.00 per extra 10,000 cubic yards, plus plan review fee
<b>OTHER RELATED GRADING PERMITS</b>	
Plan Review Fee	\$164.93 per hour (1 hr minimum charge)
Inspection outside of normal business hours	\$192.46 per hour (2 hr minimum charge)
Re-inspection Fee	\$146.07 per hour (1 hr minimum charge)
Inspections for which no fee is specifically indicated	\$146.07 per hour (1 hr minimum charge)
For the use of outside consultants for review and inspection or both	Actual cost - Actual cost includes administrative and overhead costs
Additional review required by changes, additions, or revisions to approved plans	\$164.93 per hour (1 hr minimum charge)
For work commenced without first obtaining authorization of permit or both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued





City Council  
**AGENDA BILL**

**Meeting Date:** 02/23/2026

**Subject:** Surplus of Safe

**Category:** CONSENT

**BUDGET IMPACT:**

**Expenditure Budget:** \$

**Revenue Budget:** \$

**Proposed Budget Amendment:** \$

**Related Ordinance or Resolution No.**

**Attachments:** Staff Report

**Staff Contact:** Jessica Rose, City Clerk

**Summary/Background:**

Staff is recommending declaring the Herring-Hall-Marvin Safe as surplus. The safe has not been used since the late 1980's and will be moved to the Enumclaw Plateau Historical Society Museum.

**Recommendations:**

**Date Sent to Committee:** 02/23/2026 **Date Returned:** 02/23/2026

**Council Committee:** To be provided at the February 23rd meeting.

**Staff:** Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

APPROVED

DENIED

TABLED / DEFERRED / NO ACTION

MOVED TO SECOND READING (Ordinances only)

1ST reading 2/23/26

Enactment reading \_\_\_\_\_

ORDINANCE # N/A

RESOLUTION # N/A



*Staff Report*

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*Department of Administration*

**TO:** Mayor / City Council  
**FROM:** Jessica Rose, City Clerk  
**DATE:** February 9, 2026  
**SUBJECT:** Surplus Safe

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**Background:**

The City has a safe that has not been used for some time and is no longer needed. The Enumclaw Plateau Historical Society Museum has expressed interest in displaying and using the safe at their facilities. It is City policy to declare this item as surplus so that it may be transferred to the museum.

**Analysis:**

The safe is surplus to the needs of the city and no longer required. Upon approval and declaration of the surplus, staff will have the safe relocated to the museum so that it will free needed space in the Administration office.

**Recommendation:**

Declare the safe as surplus.





### City Council AGENDA BILL

**Meeting Date:** 02/23/2026

**Subject:** Soft Resources Project Management Assistance - Tyler EERP Project

**Category:** CONSENT

**BUDGET IMPACT:**

**Expenditure Budget:** \$70,000.00

**Revenue Budget:** \$70,000.00

**Proposed Budget Amendment:** \$70,000.00

**Related Ordinance or Resolution No.**

**Attachments:** Staff Report, Vendor Proposal

**Staff Contact:** Joe Nanavich, Information Services Director

**Summary/Background:**

Since 2023, the City has been replacing our Eden Financial System and Incode Utility Billing System with a more modern Tyler product called Enterprise ERP. Implementing HR and Payroll has been problematic and the go live date has been extended twice. Much of the delay in implementation has been due to factors related to Tyler Technologies' inability to provide consistent trainers, lack of follow-up on issues and inconsistency in communication. We were initially advised by Tyler and other cities who made the same transition, that having a dedicated project manager to guide us through implementation was highly recommended.

The cost of these services would be on an hourly basis at \$250/hour and used as necessary through the end of the project. We anticipate the need to be approximately 40 hours per month initially, decreasing to as little as 10 hours per month as the project gets back on track.

**Recommendations:**

**Date Sent to Committee:** 02/23/2026 **Date Returned:** 02/23/2026

**Council Committee:** To be provided at the February 23 meeting.

**Staff:** Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

APPROVED

DENIED

TABLED / DEFERRED / NO ACTION

MOVED TO SECOND READING (Ordinances only)

1ST reading

Enactment reading

ORDINANCE #

RESOLUTION #

2/23/26

N/A

N/A





## *Staff Report*

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### *Department of Information Services*

**TO:** Mayor / City Council  
**FROM:** Joe Nanavich, Information Services Director  
**DATE:** February 17, 2026  
**SUBJECT:** Soft Resources Project Management Assistance - Tyler EERP Project

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#### **Background:**

In 2023, the City began discussions with Tyler Technologies for the purpose of replacing our Eden Financial System and Incode Utility Billing System with a more modern Tyler product called Enterprise ERP. The project commenced in early 2024 with the initial phase of moving Financials over to EERP. In 2025 we began the second phase of moving Payroll to the new system along with implementing a new HR management module with the intent of going live January 1, 2026. Implementing HR and Payroll has been problematic and the go live date has been extended twice. Much of the delay in implementation has been due to factors related to Tyler Technologies' inability to provide consistent trainers, lack of follow-up on issues and inconsistency in communication. We were initially advised by Tyler and other cities who made the same transition, that having a dedicated project manager to guide us through implementation was highly recommended.

#### **Analysis:**

After considering several options for project management assistance, I polled my fellow IT Directors and found that nearly every city who has made the transition from Eden/Incode to EERP has experienced the same challenges with Tyler Technologies. Four cities (Renton, Monroe, University Place and Port Angeles) reported using Soft Resources out of Kirkland for project management assistance and all four highly recommended them. On February 11, we met with Soft Resources to discuss the potential for utilizing their services to accomplish the following:

- Conduct an initial assessment of the project, interview key players from both the city and Tyler and gain insight into the resources, project status and contract.
- Review the vendor's implementation project plan that defines tasks, assigns responsibilities, dates, milestones, and deliverables.
- Ensure all tasks required for the project for all parties are included in this Plan with start and end dates and resource assignments.
- Monitor the documents as the project progresses with a vision towards completed, current as well as upcoming or future tasks.
- Participate in the coordination and oversight of task management ensuring adherence to the project plan and timeline.
- Ensure staff are updated to current and upcoming tasks and understand the tasks as outlined in the project plan.
- Review project change orders initiated by the vendor to ensure they are in line with expectations.

- Ensure change orders include the proper documentation and justification for any additional services or software required beyond the original contract.
- Participate in implementation meetings (current state/future state, configuration, confirmation, conversion, demonstration, status, etc.) with City project team and vendor implementation team.
- Participate in the required communication to keep City executive sponsor apprised of project status.
- Work with City team and the vendor to optimize business processes and leverage EERP capabilities.
- Monitor data conversion to ensure tasks are completed as defined, data is validated, and signoff is achieved.
- Administer project closeout including review of the project plan to ensure all tasks are complete.

The cost of these services would be on an hourly basis at \$250/hour and used as necessary through the end of the project. We anticipate the need to be approximately 40 hours per month initially, decreasing to as little as 10 hours per month as the project gets back on track.

**Recommendation:**

Staff recommends directing the Information Services Department to sign an agreement with Soft Resources at a rate of \$250/hour for project management assistance with our conversion to Tyler EERP with a Q126 budget amendment to follow.



# City of Enumclaw

## Implementation Management Services for Tyler Enterprise ERP Implementation Project

## Engagement Letter

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**February 17, 2026**



SoftResources  
Spencer Arnesen, Principal  
425-216-4030 | [SArnesen@softresources.com](mailto:SArnesen@softresources.com)

February 17, 2026

Chris Searcy, City Administrator  
City of Enumclaw  
1339 Griffin Avenue  
Enumclaw, WA 98022

Chris and Team:

SoftResources is pleased to present this Engagement Letter to the City of Enumclaw (City) for Implementation Management Services for the Tyler Enterprise ERP (EERP) Project currently in process.

### Scope of Work

SoftResources understands that the City has experienced challenges with the implementation of Tyler EERP (Financials and Human Resources/Payroll) and is seeking additional support to assess the current state of the project and restore momentum. The City may also require ongoing project management services to help ensure successful implementation through go-live of Tyler Utility Billing. While implementation outcomes depend on multiple factors, SoftResources will proactively mitigate risk by engaging with Tyler executive and project management, providing City with advisory support, monitoring project progress, supplementing City resources, and further collaborating with Tyler to resolve issues as they arise.

Project Onboarding	
<b>Project Startup</b>	<ul style="list-style-type: none"> <li>Conduct team introductions, set expectations for the implementation assessment, discuss resource roles responsibilities, request access to and review existing project portal, and schedule status updates.</li> </ul>
<b>Tyler Contract Review</b>	<ul style="list-style-type: none"> <li>Review and become familiar with the City's current signed Tyler EERP contract.</li> </ul>
<b>Discovery</b>	<ul style="list-style-type: none"> <li>Work with the City to schedule interviews with key staff, utilize existing supporting documentation to prepare for interviews, conduct interviews and assess the current state of the EERP implementation.</li> </ul>
<b>Tyler Discussions</b>	<ul style="list-style-type: none"> <li>Conduct discussions with Tyler (the EERP project team) to assess their understanding of the current environment, resource commitment, next steps, and other analysis.</li> </ul>
<b>Implementation Resource Analysis</b>	<ul style="list-style-type: none"> <li>Gain insight into the resources being provided by both the City and Tyler.</li> </ul>
Implementation Project Management	
<b>Project Plan and Timeline</b>	<ul style="list-style-type: none"> <li>Review the vendor's implementation project plan that defines tasks, assigns responsibilities, dates, milestones, and deliverables.</li> <li>Ensure all tasks required for the project for all parties are included in this Plan with start and end dates and resource assignments.</li> </ul>

	<ul style="list-style-type: none"> <li>• Monitor the documents as the project progresses with a vision towards completed, current as well as upcoming or future tasks.</li> </ul>
<b>Task Management</b>	<ul style="list-style-type: none"> <li>• Participate in the coordination and oversight of task management ensuring adherence to the project plan and timeline.</li> <li>• Ensure staff are updated to current and upcoming tasks and understand the tasks as outlined in the project plan.</li> </ul>
<b>Change Orders</b>	<ul style="list-style-type: none"> <li>• Review project change orders initiated by the vendor to ensure they are in line with expectations.</li> <li>• Ensure change orders include the proper documentation and justification for any additional services or software required beyond the original contract.</li> </ul>
<b>Meetings</b>	<ul style="list-style-type: none"> <li>• Participate in implementation meetings (current state/future state, configuration, confirmation, conversion, demonstration, status, etc.) with City project team and vendor implementation team.</li> </ul>
<b>Executive Sponsor Liaison</b>	<ul style="list-style-type: none"> <li>• Participate in the required communication to keep City executive sponsor apprised of project status.</li> </ul>
<b>Communications Plan</b>	<ul style="list-style-type: none"> <li>• Review the vendor's Communication Plan to ensure it meets the needs of the City.</li> </ul>
<b>Risk Management Plan</b>	<ul style="list-style-type: none"> <li>• Review or create risk management log, including ongoing issues, actions for both Tyler and the City, decisions to be made by the City, and other factors that will provide a path to go-live completion.</li> </ul>
<b>Implementation</b>	
<b>Business Process Improvements</b>	<ul style="list-style-type: none"> <li>• Work with City team and the vendor to optimize business processes and leverage EERP capabilities.</li> </ul>
<b>Data Conversion</b>	<ul style="list-style-type: none"> <li>• Monitor data conversion to ensure tasks are completed as defined, data is validated, and signoff is achieved.</li> </ul>
<b>Integrations</b>	<ul style="list-style-type: none"> <li>• Review integration schedule, systems identified for integration</li> </ul>
<b>Go-Live and Post</b>	
<b>Post-Go-Live Planning</b>	<ul style="list-style-type: none"> <li>• Participate in the review of tasks or activities that need to be completed after go-live or the move to production status.</li> <li>• Create a post-go-live document that defines the tasks, assigns responsibilities, and establishes a timeline for completion.</li> </ul>
<b>Go-Live and Cutover Plan</b>	<ul style="list-style-type: none"> <li>• Services can include development of a cutover strategy, go-live checklist, readiness assessment, quality review, definition of critical-success-factors, final data conversion, system cutover and future phase planning.</li> </ul>
<b>Closeout</b>	<ul style="list-style-type: none"> <li>• Administer project closeout including review of the project plan to ensure all tasks are complete</li> <li>• Review the cutover strategy to be used by City to ensure all steps have been properly executed</li> <li>• Participate in the vendor's transition to support process for staff.</li> </ul>

## City Participation and Responsibilities

To successfully complete the engagement, it is expected that the City will:

1. Engage leadership for top-down buy-in of project resourcing requirements.
2. Provide project members with ability to participate, provide insight, and focus during scheduled meetings.
3. Ensure project team makes time for completion of assigned tasks.
4. Review, provide input, and approve project deliverables.
5. Be responsible for all tasks not assigned to Tyler or SoftResources.

## Fees and Billing

Fees. This will be a time and materials project billed at the rate of \$250 per hour with a minimum charge of \$2,500/month. SoftResources will provide Implementation Project Management services remotely and onsite for the duration of the Tyler EERP software implementation. Services will be provided as requested by the City in order to allow the City flexibility in determining their needs. SoftResources anticipates an average of 40 hours a month which may fluctuate depending on what is discovered in the initial project analysis, cooperation of Tyler and City staff, the phase of the project, activities requested by the City, and other factors that may arise during the project.

Billing. Fees will be billed monthly for hours expended plus any travel expenses incurred within the month with terms of Net 30.

*Travel: Travel expenses will be charged as incurred and will include mileage and per diem (GSA rates). SoftResources consultants are local to the City so travel expenses should be minimal.*

## Scope Control

If there are services performed at the City's request, which are outside of those listed in the Scope of Work section of this letter, an amendment to this engagement, or a new letter of understanding will be drafted for the City's approval before the services are performed.

## Termination

Either party may terminate this Agreement by giving 30 days notice to the other party. Upon termination, SoftResources will cease work, do any reasonable project close activities and provide a final bill for the time and materials for the last month of the project.

## Staffing

SoftResources will assign Cherish Cruz, Director, as the Project Manager for the City's project.

## Confirmation

For your convenience in confirming this arrangement we have enclosed an acceptance page for your signature. If requested SoftResources can route this engagement via Adobe Sign.

Spencer Arnesen, Principal  
SoftResources LLC

## Proposal Acceptance Page

To: Spencer Arnesen, Principal  
SoftResources LLC  
Email: [SArnesen@softresources.com](mailto:SArnesen@softresources.com)

From: Chris Searcy, City Administrator  
Email: [CSearcy@ci.enumclaw.wa.us](mailto:CSearcy@ci.enumclaw.wa.us)

The SoftResources Engagement Letter for Implementation Management Services for Tyler Enterprise ERP Implementation Project dated February 17, 2026, is accepted.

**Organization**

**City of Enumclaw**

**SoftResources LLC**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

Spencer Arnesen

\_\_\_\_\_

**Title**

\_\_\_\_\_

Principal

\_\_\_\_\_

**Date**

\_\_\_\_\_

\_\_\_\_\_



City Council
AGENDA BILL

Meeting Date: 02/23/2026

Subject: Ordinance No. 2833 - Battery Energy Storage System facility Moratorium extension

Category: ORDINANCE

BUDGET IMPACT:

Expenditure Budget: \$0

Revenue Budget: \$0

Proposed Budget Amendment: \$0

Related Ordinance No. 2806, 2809

Attachments: Staff Report, Ordinance

Staff Contact: Chris Pasinetti, Community Development Director

Summary/Background:

Ordinance No. 2833 would extend the moratorium for BESS facilities for an additional year within the City of Enumclaw. BESS facilities, particularly those utilizing lithium-ion battery technology, pose significant fire and explosion risks, as evidenced by incidents in California, Arizona, and other states. Toxic emissions from thermal runaway events in BESS facilities threaten public health and air quality, necessitating further study on emergency response, zoning, and land use compatibility. Additionally, BESS facilities contain hazardous materials that present disposal and decommissioning challenges, requiring long-term environmental protections and regulatory oversight.

The City of Enumclaw's current zoning and development regulations do not adequately address the unique risks and land use compatibility issues associated with BESS facilities. The Washington State Growth Management Act (RCW 36.70A.390) and the Planning Enabling Act (RCW 35A.63.220) authorize the City to adopt a moratorium to preserve the status quo while appropriate regulations are developed. The City requires additional time to conduct a comprehensive analysis of fire codes, environmental impacts, emergency response protocols, and zoning restrictions before permitting any BESS facilities within its jurisdiction

On February 24, 2025, the City Council adopted Ordinance 2806 on first reading, establishing a moratorium. A public hearing has been scheduled for April 14, 2025, to determine whether the moratorium should be extended. Based on the identified risks and the need for further study, it is recommended that the City Council adopt an ordinance extending the moratorium on the acceptance, processing, and approval of applications for BESS facilities. This moratorium will provide the necessary time to develop appropriate regulations to protect public health, safety, and welfare.

Recommendations:

Date Sent to Committee: 02/09/2026 Date Returned: 02/09/2026

Council Committee: To be provided at the February 9th meeting.

Staff: Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

[ ] APPROVED

[ ] DENIED

[ ] TABLED / DEFERRED / NO ACTION

[ ] MOVED TO SECOND READING (Ordinances only)

1ST reading 2/9/26

Enactment reading

ORDINANCE # 2833

RESOLUTION #





## *Staff Report*

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### *Department of Community Development*

**TO:** Mayor / City Council  
**FROM:** Chris Pasinetti, Community Development Director  
**DATE:** February 9, 2026  
**SUBJECT:** Public Hearing for Ordinance No. 2833, Moratorium for Battery Energy Storage System (BESS) facilities.

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#### **Background:**

The City of Enumclaw has adopted a Comprehensive Plan to guide and inform future growth, development, and infrastructure planning pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A. This plan covers the incorporated city limits and adjacent unincorporated lands within the Urban Growth Area. Recently, the City Council has identified substantial public health, safety, environmental, zoning, and emergency response concerns regarding the development of Battery Energy Storage System (BESS) facilities.

#### **Analysis:**

BESS facilities, particularly those utilizing lithium-ion battery technology, pose significant fire and explosion risks, as evidenced by incidents in California, Arizona, and other states. Toxic emissions from thermal runaway events in BESS facilities threaten public health and air quality, necessitating further study on emergency response, zoning, and land use compatibility. Additionally, BESS facilities contain hazardous materials that present disposal and decommissioning challenges, requiring long-term environmental protections and regulatory oversight.

The City of Enumclaw's current zoning and development regulations do not adequately address the unique risks and land use compatibility issues associated with BESS facilities. The Washington State Growth Management Act (RCW 36.70A.390) and the Planning Enabling Act (RCW 35A.63.220) authorize the City to adopt a moratorium to preserve the status quo while appropriate regulations are developed. The City requires additional time to conduct a comprehensive analysis of fire codes, environmental impacts, emergency response protocols, and zoning restrictions before permitting any BESS facilities within its jurisdiction.

On February 24, 2025, the City Council adopted Ordinance 2806 on first reading, establishing a moratorium. A public hearing has been scheduled for April 14, 2025, to determine whether the moratorium should be extended, which was extended.

The Planning Commission reviewed a draft of the BESS regulations in December. At that meeting the commission decided it was best to convene a subcommittee to develop an Ordinance regulating

Battery Energy Storage Systems within the City. The Subcommittee met for the first time on February 4<sup>th</sup>, 2026 (has not yet met as of the drafting of this staff report).

**Recommendation:**

Based on the identified risks and the need for further study, it is recommended that the City Council adopt Ordinance 2833 to extend the moratorium on the acceptance, processing, and approval of applications for BESS facilities. This will provide additional time to develop appropriate regulations to protect public health, safety, and welfare.

**ORDINANCE NO. 2833**

**AN ORDINANCE OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, IMPOSING A MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS FOR BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**Whereas** the City of Enumclaw has adopted a Comprehensive Plan to guide and inform future growth, development, and infrastructure planning pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, covering the incorporated city limits and adjacent unincorporated lands within the Urban Growth Area; and

**Whereas** the City Council has identified substantial public health, safety, environmental, zoning, and emergency response concerns regarding the development of Battery Energy Storage System (BESS) facilities; and

**Whereas** BESS facilities, particularly those utilizing lithium-ion battery technology, pose significant fire and explosion risks, as evidenced by incidents in California, Arizona, and other states; and

**Whereas** toxic emissions from thermal runaway events in BESS facilities threaten public health and air quality, requiring further study on emergency response, zoning, and land use compatibility; and

**Whereas** BESS facilities contain hazardous materials that present disposal and decommissioning challenges, requiring long-term environmental protections and regulatory oversight; and

**Whereas** the City of Enumclaw's current zoning and development regulations do not adequately address the unique risks and land use compatibility issues associated with BESS facilities; and

**Whereas** the Washington State Growth Management Act (RCW 36.70A.390) and the Planning Enabling Act (RCW 35A.63.220) authorize the City to adopt a moratorium to preserve the status quo while appropriate regulations are developed; and

**Whereas** the City requires additional time to conduct a comprehensive analysis of fire codes, environmental impacts, emergency response protocols, and zoning restrictions before permitting any BESS facilities within its jurisdiction; and

**Whereas**, On February 24, 2025, the City Council adopted Ordinance 2806 on first reading, establishing a moratorium and set public hearing for April 14, 2025, to determine whether the moratorium should be extended; and

**Whereas**, the 2025 Enumclaw Planning Commission work plan included municipal code amendments for Battery Energy Storage Systems; and

**Whereas**, the Enumclaw Planning Commission's first review of the DRAFT regulations for Battery Energy Storage Systems occurred on November 20<sup>th</sup>, 2025. The Planning Commission has not made a recommendation to the City Council; and

**Whereas**, absent a recommendation from the Planning Commission to the City Council, on December 18<sup>th</sup>, 2025, the Planning Commission made a motion to establish a subcommittee to review regulations for Battery Energy Storage Systems; and

**Whereas**, Battery Energy Storage System review has been included as part of the DRAFT Planning Commission and Planning Department work plan for 2026; and

**Whereas**, after completion of the Public Hearing on April 14, 2025, the City Council carefully considered this moratorium and finds it to be in the best interest of the public to temporarily prohibit the acceptance, processing, and approval of applications for BESS facilities to protect public health, safety, and welfare.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**SECTION 1: FINDINGS.** The findings set forth above are adopted as the official legislative findings of the City Council in support of this ordinance.

**SECTION 2: MORATORIUM IMPOSED.** A temporary moratorium is hereby imposed on the acceptance, processing, and approval of applications related to the establishment, expansion, or operation of Battery Energy Storage System (BESS) facilities within the City of Enumclaw.

This moratorium shall be extended for twelve (12) additional months from the expiration date of Ordinance 2806 (expiration February 24, 2026), unless extended, modified, or terminated by the City Council.

**SECTION 3: SCOPE OF MORATORIUM.** The moratorium applies to all BESS-related applications, including but not limited to:

1. Land use applications (conditional use permits, variances, site plan approvals);
2. Building permits;
3. Electrical permits;
4. Environmental impact assessments;
5. Business licenses related to BESS operation.

**SECTION 4: EXEMPTIONS.** The following activities are exempt from this moratorium:

1. Routine maintenance and repair of existing, legally permitted BESS facilities, provided such activities do not expand the facility's footprint or storage capacity.

2. Emergency repairs deemed necessary by the City or other regulatory agencies to protect public health and safety.

All exemptions shall be reviewed and approved by the Community Development Department prior to any work being performed.

**SECTION 5: STUDY AND REGULATORY DEVELOPMENT.** During the moratorium period, the City shall conduct a comprehensive study to evaluate and develop new regulations governing BESS facilities, including but not limited to:

1. Reviewing fire safety codes, hazardous materials handling regulations, and emergency response protocols applicable to BESS facilities;
2. Assessing appropriate zoning restrictions to ensure BESS facilities are not located near residential, environmentally sensitive, or high-risk areas;
3. Consulting with emergency responders regarding fire suppression requirements and hazardous material containment measures;
4. Engaging with stakeholders, including residents, industry representatives, environmental experts, and public safety officials, to gather input and recommendations;
5. Drafting amendments to the Enumclaw Municipal Code to establish appropriate and enforceable regulations for BESS facilities.

**SECTION 6: SEVERABILITY.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

**SECTION 7: EFFECTIVE DATE.** This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as required by law.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Anthony Wright  
INTRODUCED \_\_\_\_\_  
PASSED \_\_\_\_\_  
APPROVED \_\_\_\_\_  
PUBLISHED \_\_\_\_\_

Attested:

Approved as to Form:

\_\_\_\_\_  
Jessica Rose  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney





**City Council  
AGENDA BILL**

**Meeting Date:** 02/23/2026

**Subject:** Ordinance No. 2834 - NFC Northwest, LLC Franchise

**Category:** ORDINANCE

**BUDGET IMPACT:**

**Expenditure Budget:** \$

**Revenue Budget:** \$

**Proposed Budget Amendment:** \$

**Related Ordinance or Resolution No.** 2776

**Attachments:** Staff Report, Ordinance, Agreement

**Staff Contact:** Michael Reynolds, Assistant City Attorney

***Summary/Background:***

Ziply Fiber Pacific has entered into a franchise agreement with the City on March 25, 2024. Since then, the company has merged with NFC Northwest, LLC, who would like to also have their own franchise agreement with the City.

***Recommendations:***

**Date Sent to Committee:** 02/09/2026 **Date Returned:** 02/09/2026

**Council Committee:** To be provided at the February 9th meeting.

**Staff:** Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED / DEFERRED / NO ACTION
- MOVED TO SECOND READING (Ordinances only)

1ST reading	<u>2/9/26</u>
Enactment reading	_____
ORDINANCE #	<u>2834</u>
RESOLUTION #	_____



*Staff Report*

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*Department of Administration*

**TO:** Mayor / City Council  
**FROM:** Michael J. Reynolds, Assistant City Attorney  
**DATE:** February 9, 2026  
**SUBJECT:** Ordinance No. 2834, NFC Northwest, LLC Franchise Agreement

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**Background:**

Ziply Fiber Pacific has entered into a franchise agreement with the City on March 25, 2024 through Ordinance No. 2776. Since then they have merged with NFC Northwest, LLC. Ziply will still own part of the network, operate the entire network, and serve as the primary point of contact for residents and businesses. NFC Northwest, LLC will own the portion of the network that connects Ziply Fiber's intermarket backbone to individual homes and businesses.

**Analysis:**

NFC Northwest, LLC has asked to enter into a franchise agreement with the City that is identical to the one that Ziply Fiber Pacific has.

**Recommendation:**

Staff recommends approving Ordinance No. 2834.

**ORDINANCE NO. 2834****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ENUMCLAW WASHINGTON, GRANTING TO NFC NORTHWEST, LLC, A STATE OF WASHINGTON CORPORATION, A FRANCHISE FOR TELECOMMUNICATIONS**

**WHEREAS**, NFC NORTHWEST, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Enumclaw (“City”) for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

**WHEREAS**, following proper notice, the City Council held a public hearing on Grantee’s request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

**WHEREAS**, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ENUMCLAW WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. Grant of Right to Use Franchise Area**

- A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property, including the natural gas area, specified in Exhibit “A,” attached hereto and incorporated by reference (the “Franchise Area”).
- B. Subject to the City's written approval consistent with its permitting process and procedures, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a fiber optic telecommunication system within the Franchise Area.
- C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.
- D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee’s right set forth herein.

- E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.
- F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.
- G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

## **Section 2. Notice**

- A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City of Enumclaw  
 Attn: City Clerk  
 1339 Griffin Avenue  
 Enumclaw, WA 98022

with a copy to: Reynolds Burton and Vinson  
 Attn: Mike Reynolds  
 1219 Cole St  
 Enumclaw, WA 98022

Grantee: NFC NORTHWEST, LLC  
 135 Lake Street South, Suite 155  
 Kirkland, Washington 98033  
 legal@ziply.com

- B. Any changes to the above-stated Grantee information shall be sent to the City's Director of Community & Economic Development Department, with copies to the City Clerk, referencing the title of this agreement.
- C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.
- D. On an at least an annual basis, Grantee shall provide a point of contact for the City to contact for issues related to permits or this franchise which shall include a full name, email address, and direct line telephone number.

## **Section 3. Term of Agreement**

- A. This Franchise shall run for a period of ten (10) years, from the date of execution specified in Section 5.
- B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.
- C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

#### **Section 4. Definitions**

For the purpose of this agreement:

“City Code” means the Enumclaw Municipal Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas but does not include:

- (a) State highways where the City does not have authority to grant permits related to Telecommunication Systems;
- (b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;
- (c) Structures, including poles and conduits, located within the right-of-way;
- (d) Federally granted trust lands or forest board trust lands;
- (e) Lands owned or managed by the state parks and recreation commission; or
- (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

## **Section 5. Acceptance of Franchise**

- A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "B," and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, "Franchise Acceptance"). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.
- B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City's grant of the Franchise will be null and void.

## **Section 6. Construction and Maintenance**

- A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with the Enumclaw Municipal Code 12.18.060 ("EMC") and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from the City of Enumclaw Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work pursuant to EMC Chapter 12.18.060. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the EMC and City of Enumclaw Public Works Policies and Standards. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the EMC and Public Works Policies and Standards, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work, and any engineering, planning, consulting, and/or legal fees incurred (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).
- B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).
- C. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director

Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity.

- D. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.
- E. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.
- F. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

#### **Section 7. Repair and Emergency Work**

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Public Works Director in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

#### **Section 8. Damages to City and Third-Party Property**

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

#### **Section 9. Location Preference**

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section

shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11. Grantee must follow City's established non-discriminatory requirements for placement of Telecommunication System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Telecommunication System facilities in a manner that minimizes interference with the use of the Rights-of-Way by the City or others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety, and welfare, the City may require that Telecommunication System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

### **Section 10. Grantee Information**

- A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, as maintained in Grantee's data base system, as now or hereinafter existing. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.
- B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

### **Section 11. Relocation of Grantee Facilities**

- A. In areas of the City in which there are no aerial facilities, Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.
- B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The

clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

- C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions set forth herein, Grantee agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.
- D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:
1. Within a reasonable time, which shall be no less than one hundred eighty (180) days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;
  2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and
  3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.
- E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not or will not become City owned, operated or maintained Facilities; provided that such arrangements shall not unduly delay a City construction project.

- F. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to delays caused by the City, and contractor employed by the City, or circumstances beyond the reasonable control of the Grantee.
- G. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.
- H. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

### **Section 12. Abandonment and or Removal of Grantee Facilities**

- A. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within one hundred eighty (180) days of receiving notice from the City's Public Works Director; provided however, that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within one hundred eighty (180) days of receipt of said notice shall automatically become the property of the City; provided however, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

### **Section 13. Undergrounding**

- A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.
- B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner approved by the City. Where the City requests relocation of underground facilities for aesthetic purposes, the cost of relocation shall be paid by the City. In other cases, where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

#### **Section 14. Indemnification and Hold Harmless**

- A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, or in connection with, the willful, tortuous or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; provided, however, such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.
- B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.
- C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14, the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.
- D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.
- E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **Section 15. Insurance**

- A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident.
  2. Commercial General Liability insurance with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a \$5,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise.
  3. Professional Liability insurance with limits no less than \$5,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.
  4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.
  2. The Grantee's insurance shall not be cancelled by either party except after thirty (30) days' prior written notice has been given to the City.
- C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 15 before commencement of the work.
- E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

### **Section 16. Performance Security**

The Grantee shall provide the City with a performance bond in the amount of Ten Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be

recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guaranteed amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

**Section 17. Successors and Assignees**

- A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.
- B. This Franchise shall not be assigned or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.
- C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.
- D. IN the case of an assignment or transfer not subject to WUTC approval, prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

**Section 18. Dispute Resolution**

- A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the

parties specifically understand and agree that venue shall be exclusively in King County, Washington or the appropriate U.S. District Court. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

### **Section 19. Enforcement and Remedies**

- A. If the Grantee shall violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot be cured within thirty days, the Grantee will be provided a longer period provided that Grantee commences work on the cure within the original thirty-day cure period, and makes reasonable efforts to complete the work.. If Grantee does not comply with the specified conditions within the thirty day cure period, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 16 for every day after the expiration of the cure period that the breach is not cured, up to a maximum claim of \$10,000. Should the specified conditions not be cured with thirty (30) days, unless extended in the sole discretion of the City, Grantee agrees that any and all permits may be suspended or not issued until the specified conditions are completed to the satisfaction of the City.
- B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

### **Section 20. Compliance with Laws and Regulations**

- A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.
- B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations and the proposed amendment is required by law, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the

maximum extent the City deems possible.

**Section 21. License, Tax and Other Charges**

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

**Section 22. Consequential Damages Limitation**

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

**Section 23. Miscellaneous**

- A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$2,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement of other document, the provisions of the Franchise shall control.
- C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.
- D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

**Section 24. Titles**

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

**Section 25. Implementation.**

The City Administrator or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 26. Effective date.**

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor Anthony Wright  
INTRODUCED \_\_\_\_\_  
PASSED \_\_\_\_\_  
APPROVED \_\_\_\_\_  
PUBLISHED \_\_\_\_\_

Attested:

Approved as to Form:

\_\_\_\_\_  
Jessica Rose  
City Clerk

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney

EXHIBIT"B"

STATEMENT OF ACCEPTANCE

NFC Northwest, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

NFC Northwest, LLC

By: \_\_\_\_\_

Byron Springer, Jr.

Chief Corporate Officer

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

EXHIBIT A  
FRANCHISE AREA

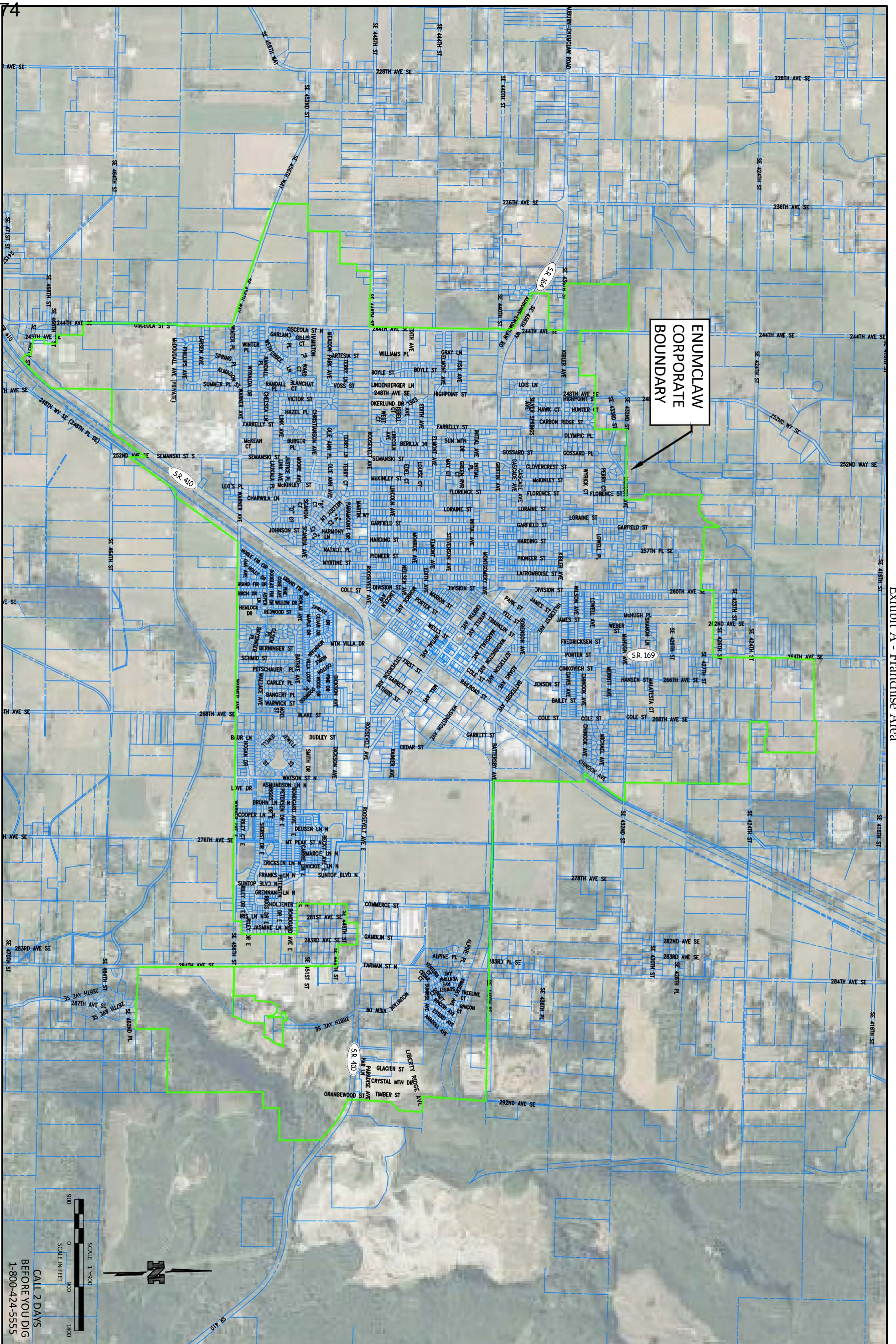


Exhibit A - Franchise Area

CALL 2 DAYS BEFORE YOU DIG  
1-800-424-5555

SCALE 1"=900'  
SCALE IN FEET

900  
0  
900  
1800

PROJECT NO:	
SURVEYED BY:	
DESIGNED BY:	
DRAWN BY:	KW
CHECKED BY:	DW
DATE:	03/06/2024

## CITY OF ENUMCLAW CORPORATE BOUNDARY



REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			



City Council
AGENDA BILL

Meeting Date: 02/23/2026

Subject: EMC Code Change for Natural Gas Premise Inspection

Category: ORDINANCE

BUDGET IMPACT:

Expenditure Budget: \$

Revenue Budget: \$

Proposed Budget Amendment: \$

Related Ordinance or Resolution No.

Attachments: Staff Report, Ordinance

Staff Contact: Brian S. Spindor, P.E., Public Works Director

Summary/Background:

EMC code does not have provisions for Natural Gas Premise inspection. The EMC does allow for premise inspection for Water (EMC 14.16.060), Sewer (14.08.400), and Stormwater (14.10.150). The code change will allow City natural gas crews on premises to conduct inspection of service piping, valving, and meters.

Recommendations:

Date Sent to Committee: 02/23/2026 Date Returned: 02/23/2026

Council Committee: To be provided at the February 23, 2026, meeting.

Staff: Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
DENIED
TABLED / DEFERRED / NO ACTION
MOVED TO SECOND READING (Ordinances only)

1ST reading 2/23/26
Enactment reading
ORDINANCE # 2835
RESOLUTION #



*Staff Report*

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*Department of Public Works*

**TO:** Mayor / City Council  
**FROM:** Brian S. Spindor, P.E., Public Works Director  
**DATE:** February 23, 2026  
**SUBJECT:** EMC Code Change for Natural Gas Premise Inspection

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**Background:**

EMC code does not have provisions for Natural Gas Premise inspection. The EMC does allow for premise inspection for Water (EMC 14.16.060), Sewer (14.08.400), and Stormwater (14.10.150). The code change will allow City natural gas crews on premises to conduct inspection of service piping, valving, and meters. Access to gas facilities is mandated under 49 CFR 192 for damage control prevention programs required of all gas utilities.

**Analysis:**

The addition to the EMC will read as follows:

**14.12.070 Right of Entry**

Authorized employees of the City, with proper identification, shall have free access at reasonable hours of the day, to all parts of the premises or within buildings to which natural gas is supplied. Natural Gas service may be refused or terminated to any premises for failure to allow necessary inspections.

**Recommendation:**

Staff recommend approval of adding section 14.12.070 Right of Entry to the Enumclaw Municipal Code.

**ORDINANCE NO. 2835**

**AN ORDINANCE OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON ADDING TO THE ENUMCLAW MUNICIPAL CODE SECTION 14.12.070 RIGHT OF ENTRY TO AUTHORIZE EMPLOYEES OF THE CITY ACCESS TO BUILDINGS IN WHICH NATURAL GAS IS SUPPLIED AND PROVIDING FOR A REMEDY IN THE EVENT THE INSPECTION IS NOT ALLOWED.**

**Whereas**, the City of Enumclaw provides through the Enumclaw Municipal Code (EMC), provisions for the inspection of water, sewer and stormwater, and

**Whereas**, the City operates and provides natural gas service, and

**Whereas**, it is essential for public health, safety and welfare to allow authorized employees of the City to enter facilities at reasonable hours to inspect the premises where natural gas is supplied.

**Now, therefore, the City Council of the City of Enumclaw, King County, Washington does hereby ordain as follows:**

**Section 1:** The following section shall be added to the Enumclaw Municipal Code (EMS):

**14.12.070 Right of Entry:**

Authorized employees of the City, with proper identification, shall have free access at reasonable hours of the day, to all parts of the premises or within the buildings to which natural gas is supplied. Natural gas service may be refused or terminated to any premises for failure to allow necessary inspection.

**Section 2:** If any provision of this ordinance is determined to be invalid or unenforceable, the remaining provisions shall remain in force and affect.

**Section 3:** This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as required by law.

PASSED IN REGULAR AND OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Anthony Wright

INTRODUCED \_\_\_\_\_

PASSED \_\_\_\_\_

APPROVED \_\_\_\_\_

PUBLISHED \_\_\_\_\_

Attested:

\_\_\_\_\_  
Jessica Rose  
City Clerk

Approved as to form:

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney





City Council  
**AGENDA BILL**

**Meeting Date: 02/23/2026**

**Subject:** Adoption of the City 2026 Stormwater Management Program Plan

**Category:** RESOLUTION

**BUDGET IMPACT:**

**Expenditure Budget:** \$

**Revenue Budget:** \$

**Proposed Budget Amendment:** \$

**Related Ordinance or Resolution No.** Resolution No. 1868

**Attachments:** Staff Report, Resolution, Exhibit

**Staff Contact:** Brian S. Spindor, P.E., Public Works Director

**Summary/Background:**

The Western Washington Phase II Municipal Stormwater Permit (the Permit) administered by the Dept. of Ecology allows permitted municipalities (Permittees) to discharge stormwater runoff from municipal stormwater drainage systems into Washington State waters as long as the Permittees implement programs to protect water quality by reducing the discharge of stormwater pollutants to the “maximum extent practicable” (MEP) through application of Permit-specified programs. The Permit requires the development and implementation of a Stormwater Management Program (SWMP); the SWMP requirements, in aggregate, represent the MEP standard. Permittees who implement all of the program requirements in combination with one another are considered by Ecology to be reducing pollutants to the MEP.

As required by the Permit, staff reviewed the 2025 SWMP Plan and updated the content to reflect planned 2026 Permit compliance objectives and activities, resulting in the proposed 2026 Stormwater Management Program Plan (see Resolution No. 1868). A 2026 Stormwater Management Program Plan for the City of Enumclaw needs to be submitted along with the Annual Report to Ecology no later than March 31, 2026 to comply with Permit requirements.

**Recommendations:**

**Date Sent to Committee:** 02/23/2026 **Date Returned:** 02/23/2026

**Council Committee:** Public Works

**Staff:** Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- |  |                   |                |
|--|-------------------|----------------|
| <input type="checkbox"/> APPROVED                                  | 1ST reading       | <u>2/23/26</u> |
| <input type="checkbox"/> DENIED                                    | Enactment reading | _____          |
| <input type="checkbox"/> TABLED / DEFERRED / NO ACTION             | ORDINANCE #       | _____          |
| <input type="checkbox"/> MOVED TO SECOND READING (Ordinances only) | RESOLUTION #      | <u>1868</u>    |





## *Staff Report*

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### *Department of Public Works*

**TO:** Public Works Committee  
**FROM:** Brian S. Spindor, P.E., Public Works Director  
**DATE:** February 23, 2026  
**SUBJECT:** Resolution 1868, Adopt the 2026 Stormwater Management Program Plan

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#### **Background:**

The Western Washington Phase II Municipal Stormwater Permit (the Permit) administered by the Dept. of Ecology allows permitted municipalities (Permittees) to discharge stormwater runoff from municipal stormwater drainage systems into Washington State waters as long as Permittees implement programs to protect water quality by reducing the discharge of stormwater pollutants to the “maximum extent practicable” (MEP) through application of Permit-specified programs.

To meet MEP objectives Permittees must develop and implement a Stormwater Management Program (SWMP). SWMP requirements, in aggregate, represent the MEP standard and Permittees who implement all the program requirements in combination with one another are considered by Ecology to be reducing pollutants to the MEP.

Written documentation of the SWMP is called the SWMP Plan, which is organized according to specified program components. The SWMP Plan must be updated annually and submitted to Ecology no later than March 31st as part of the Annual Report.

#### **Analysis:**

Staff reviewed the 2025 SWMP Plan and updated the content to reflect planned 2026 Permit compliance objectives. The 2026 Stormwater Management Program Plan for the City of Enumclaw needs to be submitted along with the Annual Report to Ecology no later than March 31, 2026, to comply with Permit requirements.

#### **Recommendation:**

Public Works Staff recommends that Council adopt the proposed 2026 Stormwater Management Program Plan.

**RESOLUTION NO. 1868****A RESOLUTION OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON REGARDING ADOPTION OF THE 2026 STORMWATER MANAGEMENT PROGRAM PLAN.**

**Whereas**, the City must maintain compliance with the National Pollutant Discharge Elimination System and State Waste Discharge General Permit for discharges from Small Municipal Separate Storm Sewers in Western Washington, known as the Western Washington Phase II Municipal Stormwater Permit, and

**Whereas**, compliance includes developing and implementing a Stormwater Management Program Plan (SWMP) in accordance with permit requirements and to annually provide updates to inform the public of the planned SWMP activities for the 2026 calendar year, and

**Whereas**, the City has updated the 2025 plan to be able to maintain compliance with the city's Stormwater permit.

**Now, therefore, the City Council of the City of Enumclaw, King County, Washington do hereby resolve as follows:**

**Section 1:** That the 2026 Stormwater Management Program Plan as submitted to the City Council and attached hereto as Exhibit A, and incorporated by reference, is hereby adopted.

**Section 2:** If any provision of this Resolution and/or the attached Exhibit A is determined to be invalid or unenforceable for any reason, the remaining provisions of the Resolution and/or the attached Exhibit A shall remain in force and effect.

**RESOLVED** IN REGULAR AND OPEN SESSION this twenty third day of  
February 2026.

\_\_\_\_\_  
Mayor Anthony Wright  
Introduced: \_\_\_\_\_  
Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Jessica Rose  
City Clerk

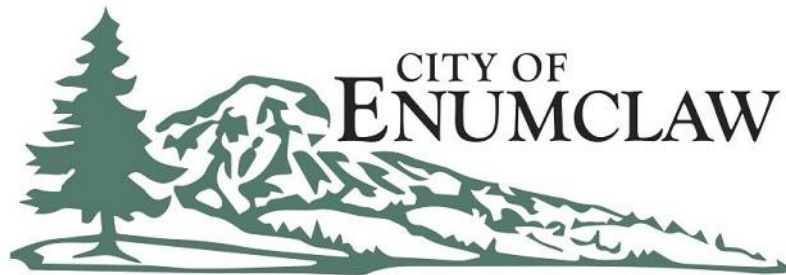
APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney

CITY OF ENUMCLAW  
2026 STORMWATER MANAGEMENT PROGRAM  
PLAN (SWMPP)

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City of Enumclaw  
February 2026



## TABLE OF CONTENTS

---

1. INTRODUCTION .....	2
1.1 Overview .....	2
1.2 Regulatory Background.....	2
1.3 City of Enumclaw Regulated Area .....	3
1.4 SWMP Implementation Responsibilities .....	3
2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION.....	4
2.1 Permit Requirements .....	4
2.2 Planned Compliance Activities.....	4
3. STORMWATER PLANNING .....	5
3.1 Permit Requirements .....	5
3.2 Planned Compliance Activities.....	5
4. PUBLIC EDUCATION AND OUTREACH.....	6
4.1 Permit Requirements .....	6
4.2 Planned Compliance Activities.....	6
5. PUBLIC INVOLVEMENT AND PARTICIPATION .....	7
5.1 Permit Requirements .....	7
5.2 Planned Compliance Activities.....	7
6. MS4 MAPPING AND DOCUMENTATION.....	8
6.1 Permit Requirements .....	8
6.2 Planned Compliance Activities.....	8
7. ILLICIT DISCHARGE DETECTION AND ELIMINATION .....	9
7.1 Permit Requirements .....	9
7.2 Planned Compliance Activities.....	9
8. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES .....	10
8.1 Permit Requirements .....	10
8.2 Planned Compliance Activities .....	11
9. OPERATIONS AND MAINTENANCE .....	12
9.1 Permit Requirements .....	12
9.2 Planned Compliance Activities .....	13
10. SOURCE CONTROL PROGRAM FOR EXISTING DEVELOPMENT .....	14
10.1 Permit Requirements .....	14
10.2 Planned Compliance Activities .....	14
11. STORMWATER MANAGEMENT FOR EXISTING DEVELOPMENT.....	16
11.1 Permit Requirements.....	16
11.2 Planned Compliance Activities.....	16
12. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS .....	18
12.1 Planned Compliance Activities .....	20
13. MONITORING AND ASSESSMENT .....	21
13.1 Permit Requirements .....	21
13.2 Planned Compliance Activities .....	21
APPENDIX A .....	22

# 1. INTRODUCTION

## 1.1 Overview

This document presents the City of Enumclaw’s Stormwater Management Program (SWMP) Plan. Preparation and maintenance of this SWMP Plan is required by the Washington State Department of Ecology (Ecology) as a condition of the Western Washington Phase II Municipal Stormwater Permit. The Phase II permit covers discharges from regulated small municipal separate storm sewer systems (MS4s). The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming year.

The permit to discharge stormwater is designed to reduce the discharge of pollutants, protect water quality, and meet the requirements of the federal Clean Water Act.

Appendix A includes acronyms and definitions from the Permit to help the reader understand the City’s Stormwater Management Program.

## 1.2 Regulatory Background

The National Pollutant Discharge Elimination System (NPDES) permit program is a requirement of the federal Clean Water Act which was enacted to protect and restore the waters of the United States and support “fishable, swimmable” water quality conditions. In many states, the federal Environmental Protection Agency (EPA) has delegated permit administration authority to state environmental agencies. These agencies must set permit conditions in accordance with the minimum federal requirements and can impose additional conditions. In turn, local jurisdictions must set permit conditions in accordance with the minimum state requirements and can impose additional conditions. In Washington State the permit administration authority is the Department of Ecology (Ecology).

In Washington, municipalities with a population of over 100,000 are designated as Phase I communities and must comply with Ecology’s Phase I NPDES Municipal Stormwater Permit. Enumclaw’s population is below the 100,000 threshold, so the City must comply with the Phase II Municipal Stormwater Permit (Permit). Ecology’s Phase II Municipal Stormwater Permit is available on Ecology’s website at:

[https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-\(1\)](https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-(1))

The Permit allows municipalities to discharge stormwater runoff from municipal drainage systems into the state’s water bodies (e.g., streams, rivers, lakes, wetlands, and aquifers) as long as municipalities implement programs to protect water quality by reducing the discharge of “non-point source” pollutants to the “maximum extent practicable” (MEP) through application of Permit-specified components. Permittees who implement all of the Permit-specific components are considered by Ecology to be reducing pollutants to the MEP. The components specified in the Permit are collectively referred to as the Stormwater Management Program (SWMP) and are identified as follows:

- Stormwater Planning
- Public Education and Outreach
- Public Involvement and Participation
- MS4 Mapping and Documentation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment, and Construction Sites
- Operations and Maintenance
- Source Control Program for Existing Development

- Stormwater Management for Existing Development

In addition to the SWMP components the Permit contains special conditions covering:

- Compliance with Total Maximum Daily Load (TMDL) requirements
- Monitoring and Assessment
- Reporting Requirements

The latest Permit issued by Ecology became effective on August 1, 2024, and will expire on July 31, 2029. The Permit requires the City to submit an annual report no later than March 31<sup>st</sup> of each year on progress in SWMP implementation. The Permit also requires submittal of a SWMP Plan which describes proposed SWMP activities for the current calendar year. The SWMP Plan is to be updated annually and be included in the submittal of the previous year's annual report.

### **1.3 City of Enumclaw Regulated Area**

The Western Washington Phase II Permit applies to operators of regulated small MS4s that discharge stormwater to waters of Washington State located west of the crest of the Cascade Range. For cities, the Permit requirements extend to those areas of each City that drain to MS4s. Most of Enumclaw drains to MS4s that ultimately discharge into the Green River via Newaukum Creek as part of the Green/Duwamish River Watershed, and into the White River via Boise Creek as part of the Puyallup/White River Watershed. In addition, some portions of the City drain to public infiltration facilities where the stormwater soaks into the ground.

### **1.4 SWMP Implementation Responsibilities**

The Engineering Division in the Public Works Department leads and coordinates the overall administration of efforts to comply with Permit requirements. The City's Stormwater Program Manager provides oversight of the Permit and related activities and programs. Other major departments/divisions included in the SWMP implementation are the Maintenance and Operations (M&O) Division of the Public Works Department, and Community Development (CD).

## 2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

This section of the SWMP describes Permit requirements related to overall Stormwater Management Program administration, and planned compliance activities.

### 2.1 Permit Requirements

The Permit (Section S5.A) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Develop and implement a Stormwater Management Program (SWMP) and prepare written documentation (SWMP Plan) for submittal to Ecology by March 31 of each year. The purpose of the SWMP is to reduce the discharge of pollutants from the municipal stormwater system to the maximum extent practicable and thereby protect water quality. The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming calendar year, including any actions to meet the requirements of S7 Compliance with Total Maximum Daily Load Requirements, and S8 Monitoring.
- Implement a program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation and permit compliance and to set priorities.
- Coordinate with other permittees on stormwater related policies programs, and projects within adjacent or shared areas.
- Coordinate between City departments to eliminate barriers to compliance with the terms of the permit.

### 2.2 Planned Compliance Activities

Table 2-1 presents the proposed work plan for the SWMP administration activities.

Table 2-1. Stormwater Management Administration Program Work Plan		
Task ID	Task Description	Compliance Timeframe
SWMP-1	Revise and update the City's Stormwater Management Program Plan (SWMP Plan) to identify planned SWMP activities for the year.	The SWMP submittal is due by March 31st of each year.
SWMP-2	Track program element implementation.	Annual Reporting is due by March 31 <sup>st</sup> of each year.
SWMP-3	Track costs associated with SWMP and ensure the utility rate is appropriate for proper implementation.	Due by fourth quarter of each year during City budgeting
SWMP-4	Attend Regional Permit Coordinators meetings to discuss and coordinate regional projects, policies, and various stormwater permit implementation topics.	Quarterly
SWMP-5	Attend monthly Public Works – Planning Departmental meeting to coordinate elimination of any identified barriers to permit compliance.	Monthly
SWMP-6	Submit a description of internal coordination mechanisms among departments	March 31, 2026

### 3. STORMWATER PLANNING

This section describes the Permit requirements related to stormwater planning, and planned compliance activities.

#### 3.1 Permit Requirements

The Permit (Section S5.C.1) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Continue to convene an inter-disciplinary team to inform and assist in the development, progress, and influence of the Stormwater Planning Program.
- Coordinate with long-range plan updates.
- Continue to integrate low impact code-related requirements.
- Develop a Stormwater Management Action Plan (SMAP) using a process similar to, and considering the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology 2019; Publication 19- 10-010) by March 31, 2027 for one new priority catchment or additional actions for an existing SMAP.

#### 3.2 Planned Compliance Activities

Table 3-1 presents the work plan for the SWMP stormwater planning activities.

Table 3-1. Stormwater Planning Work Plan		
Task ID	Task Description	Compliance Timeframe
PLA-1	Hold routine inter-disciplinary team meetings to inform and assist in the development, progress and influence of the Stormwater Management Program.	Ongoing
PLA-2	Continue to coordinate with the Planning Department on Comprehensive Plan updates needed to address stormwater impacts on water quality in receiving waters.	Ongoing
PLA-3	Continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents. Annually assess and document any newly identified barriers to LID implementation.	March 31, 2026
PLA-4	Implement the Stormwater Management Action Plan (SMAP) for at least one new high priority catchment area from the Receiving Water Prioritization Process or identify additional actions for an existing SMAP	March 31, 2027
PLA-5	Adopt and implement tree canopy goals and policies to support stormwater management and document considerations, reasoning and rationale for goals and policies adopted.	December, 31, 2028
PLA-6	Provide written description of internal coordination mechanisms between departments to eliminate barriers to compliance with the permit.	March 31, 2026
PLA-7	Respond to a series of Annual Report questions for coordination of long-range plans during this permit cycle	March 31, 2027

## 4. PUBLIC EDUCATION AND OUTREACH

This section describes the Permit requirements related to public education and outreach, and planned compliance activities.

### 4.1 Permit Requirements

The Permit (Section S5.C.2) requires the City to fulfill the following actions during the 5-year Permit cycle:

- For at minimum one target audience and subject, build general awareness about methods to address and reduce impacts from stormwater runoff.
- Using social marketing practices and methods, effect behavior change for at minimum one target audience and one BMP to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Provide and advertise stewardship opportunities and/or partner with existing organizations to encourage community engagement in addressing impacts to stormwater runoff and receiving waters.

These requirements may be met individually by the City or as part of a collaborative regional effort.

### 4.2 Planned Compliance Activities

Table 4-1 presents the work plan for the SWMP public education and outreach activities.

Table 4-1. Public Education and Outreach Work Plan		
Task ID	Task Description	Compliance Timeframe
EDUC-1	Continue collaboration with other NPDES municipalities through Stormwater Outreach for Regional Municipalities (STORM) and Puget Sound Starts Here to promote regional education and outreach.	Ongoing
EDUC-2	Continue implementation of a storm drain pollution marker program	Ongoing
EDUC-3	Follow social marketing practices and methods to continue implementation of a behavior change campaign that is tailored to our community (i.e Closing Dumpster Lids after Use). Develop a strategy and schedule to implement our current campaign more effectively based on recommendations from the 2024 evaluation and report and start to implement. Submit report on evaluation of behavior change campaign	July 1, 2025. Implement by September 1, 2025. Submit evaluation by March 31, 2029
EDUC-4	Continue to incorporate business spill kit and pollution prevention behavior change program into source control inspections.	Ongoing
EDUC-5	Continue to educate business owners and general public during IDDE response efforts.	Ongoing
EDUC-6	Inform public employees, businesses and the general public of the hazards associated with illegal discharges and improper disposal of waste through handouts, posters, social media, door knockers, etc.	Ongoing
EDUC-7	Provide, partner with, or promote stewardship opportunities such as planting native plants and invasive species removal at City Parks. Partner with EPCA to encourage residents to participate in volunteer water quality and other local stewardship opportunities.	Ongoing

## 5. PUBLIC INVOLVEMENT AND PARTICIPATION

This section describes the Permit requirements related to public involvement and participation, and planned compliance activities.

### 5.1 Permit Requirements

The Permit (Section S5.C.3) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Provide ongoing opportunities for public involvement and participation through advisory boards or commissions, public hearings, watershed committees, public participation in developing rate structures and budgets, or other similar activities. The public must be able to participate in the decision-making processes, including development, implementation, and update of the SWMP.
- Make the SWMP Plan and Annual Report available to the public, by posting on the City’s website. Make any other documents required to be submitted to Ecology in response to Permit conditions available to the public.

### 5.2 Planned Compliance Activities

Table 5-1 below presents the work plan for the SWMP public involvement and participation activities.

Table 5-1. Public Involvement and Participation Work Plan		
Task ID	Task Description	Compliance Timeframe
PI-1	Provide public involvement opportunities for annual SWMP update. This includes city council meetings, public works committee meetings, and other meetings/events in which the SWMP is discussed	Public involvement opportunities will be available before the March 31, 2026 submittal.
PI-2	Make SWMP Plan and Annual Report available to public by posting on the City website.	May 31 <sup>st</sup> , 2026
PI-3	Annually, document specific public involvement and participation opportunities provided to overburdened communities and specifically, highly impacted communities. Document methods used to identify overburdened communities.	December 31, 2026

## 6. MS4 MAPPING AND DOCUMENTATION

This section describes the Permit requirements related to mapping and documentation, and planned compliance activities.

### 6.1 Permit Requirements

The Permit (Section S5.C.4) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Ongoing mapping of known MS4 outfalls and discharge points (map outfall size and material, where known), receiving waters, stormwater treatment and flow control facilities owned by the Permittee, geographic areas served by the MS4 that don't discharge to surface waters, tributary conveyances to outfalls that are 24 inches in diameter or larger, connections between MS4s, connections to the MS4 authorized or allowed by the Permittee after February 16, 2007, and all known connections from the MS4 to a privately owned stormwater system.
- No later than December 31, 2026, using available existing data, map tree canopy on permittee-owned or operated properties.
- No later than March 31, 2028, implement a methodology to map and assess acreage of MS4 tributary basins to outfalls with a 24-inch nominal diameter or larger (or an equivalent cross-sectional area) that have stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
- No later than December 31, 2028, using available, existing data map overburdened communities in relation to stormwater treatment and flow control BMPs/Facilities, outfalls, discharge points, and tree canopy on Permittee-owned or operated properties.
- Make maps available to Ecology, federally recognized Indian Tribes, municipalities and other Permittees upon request.

### 6.2 Planned Compliance Activities

Table 6-1 presents the work plan for the SWMP mapping and documentation activities.

Table 6-1. Mapping and Documentation Work Plan		
Task ID	Task Description	Compliance Timeframe
MAP-1	Continue mapping of the MS4 (refining drainage areas and conveyance routing when discrepancies are identified. Incorporate added conveyances from new development, projects, and annexed areas).	Ongoing
MAP-2	Map Tree Canopy on permittee-owned or operated properties	December 31, 2026
MAP-3	Map and assess acreage of MS4 tributary basins that have stormwater treatment and flow control BMPs/Facilities	March 31, 2028
MAP-4	Map overburdened communities in relation to stormwater treatment and flow control facilities, outfalls, discharge points, and tree canopy on Permittee-owned operated properties.	December 31, 2028
MAP-5	Submit locations of all known MS4 outfalls according to the standard templates and format provided in the annual report.	March 31, 2026

## 7. ILLICIT DISCHARGE DETECTION AND ELIMINATION

This section describes the Permit requirements related to illicit discharge detection and elimination (IDDE), and planned compliance activities

### 7.1 Permit Requirements

The Permit (Section S5.C.5) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an ongoing program to prohibit, prevent, detect, characterize, trace and eliminate illicit discharges, connections, and improper disposal, including spills into the municipal separate storm sewers owned or operated by the City.
- Publicly list and publicize a hotline or other local telephone number for public reporting of spills and other illicit discharges. Track illicit discharge reports and actions taken in response through close-out, including enforcement actions.
- Inform public employees, businesses and the general public of hazards associated with illegal discharges and improper disposal of waste.
- Train staff on proper IDDE response SOPs and train municipal field staff to recognize and report illicit discharges.
- Summarize all illicit discharges and connections reported to the City and response actions taken, including enforcement actions, in the Annual Compliance Report; identify any updates to the SWMP.
- Annually track total percentage of the MS4 screened each year.

### 7.2 Planned Compliance Activities

Table 7-1 presents the work plan for SWMP illicit discharge detection and elimination activities.

Table 7-1. Illicit Discharge Detection and Elimination Work Plan		
Task ID	Task Description	Compliance Timeframe
IDDE-1	Continue to implement City-wide IDDE Program and develop any necessary supplemental IDDE activities. Enforce EMC 14.10.095 using education and technical support as a first action and escalating code enforcement as needed. Publicize a phone number for public reporting of spills and illicit discharges.	Ongoing
IDDE-2	Provide IDDE training to new hires in Public Works Engineering and Maintenance & Operations and Police Staff (re-train current employees when deemed appropriate.)	Ongoing
IDDE-3	Perform IDDE field screening of at least 12% of MS4 annually.	Ongoing
IDDE-4	Implement an ordinance to revise the city IDDE code to meet the current requirements of the IDDE section of the permit (i.e. added conditionally allowable discharge language on PCBs)	July 1, 2027.
IDDE-5	Summarize all illicit discharges and connections reported to the City and response actions taken, including enforcement actions, in the WQWebIDDE and Annual Report	Annually by March 31
IDDE-6	Coordinate with fire department to notify city when PFAS-containing AFFFs are used. If used, implement procedures to minimize discharges	December 31, 2026

## 8. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES

This section describes the Permit requirements related to controlling runoff from new development, redevelopment, and construction sites, and planned compliance activities.

### 8.1 Permit Requirements

The Permit (Section S5.C.6) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement, and enforce a program to reduce pollutants in stormwater runoff to the municipal separate storm sewer system from new development, redevelopment, and construction site activities. The program must apply to both private and public development, including transportation projects.
- Have adopted regulations (codes and standards), plan review, inspection, and escalating enforcement SOPs necessary to implement the program in accordance with Permit conditions, including the minimum technical requirements in Appendix 1 of the Permit by June 30, 2027 (adoption of the 2024 SWMMWW).
- Have adopted regulations providing the legal authority, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the MS4.
- Implement a permitting process with site plan review, inspection and enforcement capability, using qualified personnel, for private and public projects.
- Make available, as applicable, the link to the electronic Construction Stormwater General Permit Notice of Intent (NOI) form for construction activity and, as applicable, a link to the electronic Industrial Stormwater General Permit NOI form for industrial activity to representatives of proposed new development and redevelopment.
- Provide training to staff on the new codes, standards, and SOPs and create public education and outreach materials.
- Record and maintain records of all inspections and enforcement actions by staff.
- Summarize annual activities for the “Controlling Runoff” component of the Annual Compliance Report; identify any updates to the SWMP.

## 8.2 Planned Compliance Activities

The City has a program to help reduce stormwater runoff from new development and construction sites. Table 8-1 presents the work plan for SWMP activities related to runoff control for new development, redevelopment, and construction sites.

<b>Table 8-1. Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan</b>		
<b>Task ID</b>	<b>Task Description</b>	<b>Compliance Timeframe</b>
CTRL-1	Track and report construction, new development, and redevelopment permits, inspections and enforcement actions.	Ongoing
CTRL-2	Implement a permitting process with site plan review, inspection and enforcement capability, using qualified personnel, for private and public projects.	Ongoing
CTRL-3	Inspect all permitted development sites throughout the construction process (pre-inspection, TESC inspections, final inspections)	Ongoing
CTRL-4	Inspect all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments at least twice per 12-month period with no less than 4 months between inspections, until 90% of the lots are constructed or construction has stopped and site is fully stabilized.	Ongoing
CTRL-5	Make available to representatives of proposed new development and redevelopment, the link to the "Notice of Intent for Construction Stormwater General Permit" and/or the "Notice of Intent for Industrial Stormwater General Permit" and/or the link to the online registration requirements for Underground Injection Control (UIC) wells.	Ongoing
CTRL-6	Ensure the Washington State Department of Ecology 2024 Stormwater Management Manual of Western Washington is properly implemented for all new and redevelopment projects	Adopt via ordinance 2024 SWMMWW by June 30 <sup>th</sup> , 2027.

## 9. OPERATIONS AND MAINTENANCE

This section describes the Permit requirements related to municipal operations and maintenance, and planned compliance activities.

### 9.1 Permit Requirements

The Permit (Section S5.C.9) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an O&M program, with the ultimate goal of preventing or reducing pollutant runoff from municipal separate stormwater system and municipal O&M activities.
- Implement maintenance standards for the municipal separate stormwater system that are at least as protective as those specified in the latest Stormwater Management Manual for Western Washington.
- Conduct annual inspections of all private stormwater treatment and flow control BMPs/facilities that were permitted in accordance with requirements adopted pursuant to the 2007 – 2019 municipal stormwater permits and that discharge to the MS4 (2010 to current). Enforce maintenance as triggered by the maintenance standards.
- Conduct annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities (those BMPs/facilities submitted in applications since 2010 to meet min. requirement 6-Treatment and 7-Flow Control) and perform maintenance as needed to comply with maintenance standards.
- Inspect all catch basins and inlets owned or operated by the City at least once every two years. Clean the catch basins if inspections indicate cleaning is needed to comply with maintenance standards.
- Spot check treatment and flow control facilities after major storms (10yr-24hr storms) and perform repairs as needed in accordance with adopted maintenance standards.
- Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City, and road maintenance activities under the functional control of the City, including but not limited to streets, parking lots, roads, highways buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater treatment and flow control BMPs/facilities.
- Document any updates to practices, policies and procedures before December 31, 2027.
- No later than July 1, 2027, develop and implement a municipal street sweeping program to focus on priority areas and times during the year that would reasonably be expected to result in the maximum water quality benefits to receiving waters.
- Implement an ongoing training program for employees of the City whose primary construction, operations, or maintenance job functions may impact stormwater quality. Document and maintain records of the training provided.
- Implement Stormwater Pollution Prevention Plans (SWPPPs) for all heavy equipment maintenance or storage yards identified for year-round facilities or yards, and material storage facilities owned or operated by the City.
- Summarize annual activities for the “Pollution Prevention and Operations and Maintenance for Municipal Operations” component of the Annual Compliance Report; identify any updates to the SWMP.

## 9.2 Planned Compliance Activities

Table 9-1 presents the work plan for SWMP activities related to operations and maintenance.

Table 9-1. Operations and Maintenance Work Plan		
Task ID	Task Description	Compliance Timeframe
O&M-1	Conduct annual inspection of all treatment and flow control BMPs/Facilities (other than catch basins) in the public system and perform maintenance as triggered by the maintenance standards.	On-going
O&M-2	Conduct annual inspections of all private stormwater treatment and flow control BMPs/facilities that were permitted under the 2007 – 2019 municipal stormwater permits and that discharge to the MS4. Enforce maintenance as triggered by the maintenance standards.	On-going
O&M-3	Inspect catch basins at a rate that ensures all are inspected every two years. Clean/repair catch basins as triggered by the maintenance standards.	On-going
O&M-4	Perform street sweeping to reduce the amount of street waste that enters the storm drainage conveyance system.	Ongoing
O&M-5	Develop and implement a municipal street sweeping program that results in the maximum water quality benefits to receiving waters.	July 1, 2027
O&M-6	Start to track and annually report to Ecology priority areas swept (identify on map), sweeping date(s), sweeping frequency Type of sweeper, total curb miles of priority areas and curb miles swept, and approximation of street waste solids removed each sweeping event.	March 31, 2028
O&M-7	Implement the SWPPP for the Public Works Operations Facility. Update SWPPP as required based on annual inspection.	Ongoing
O&M-8	Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from lands owned or maintained by the City, and road maintenance activities under the functional control of the City.	Update by December 31, 2027
O&M-9	Implement an ongoing training program for employees of the City whose primary construction, operations, or maintenance job functions may impact stormwater quality.	Ongoing
O&M-10	Document and maintain records of employee training.	Ongoing
O&M-11	Continue implementation of Cartegraph Asset Management system for scheduling, documentation, and reporting of stormwater inspections and maintenance.	Ongoing
O&M-12	Implement program to provide routine maintenance and CCTV inspection of all publicly owned storm pipes to remove legacy pollutants, restore design capacity, identify defects and support SMAP implementation. Use Sewer AI CCTV video inspection system for storage of videos and tracking of defects.	December 31, 2026

## 10. SOURCE CONTROL PROGRAM FOR EXISTING DEVELOPMENT

This section describes the Permit requirements related to source control program for existing development, and planned compliance activities.

### 10.1 Permit Requirements

The Permit (Section S5.C.8) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement a program to prevent and reduce pollutants in runoff from areas that discharge to the MS4.
- Require application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities through enforcement of source control ordinance.
- Maintain an inventory of publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4 and other sites based on complaint response (such as home-based businesses and multifamily sites). Update the inventory at least once every 5 years (No later than August 1, 2027).
- Inspect pollutant generating sources at publicly and privately owned institutional, commercial and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4. Annually complete a number of inspections equal to 20% of the established source control inventory list. Inspect 100% of sites identified through credible complaints.
- Provide sites with addresses on the established source control inventory list with information about activities that may generate pollutants and source control requirements applicable to those activities. Information can be provided via mail, telephone, electronically, or in person.
- Implement a progressive enforcement policy that requires sites to comply with stormwater source control requirements.
- Maintain records of site visits, inspection reports, warning letters, notice of violations, and other enforcement records to demonstrate effort to bring sites into compliance.
- Train staff who are responsible for implementing the source control program and related activities to ensure they are qualified.

### 10.2 Planned Compliance Activities

Table 10-1 presents the work plan for the SWMP source control program for existing development activities.

Table 10-1. Source Control Program for Existing Development Work Plan		
Task ID	Task Description	Compliance Timeframe
SC-1	Update the potential pollution generating business source control inventory list as necessary.	Every 5 years (Aug. 1, 2027)
SC-2	Implement adopted ordinance requiring application of source control BMPs for existing land uses and sources as outlined in the SWMMWW.	Ongoing

SC-3	Provide sites on the source control list with information (via mail, phone, email, or in person) about activities that generate pollutants and source control requirements applicable to those activities.	Ongoing
SC-4	Annually complete a number of inspections equal to 20% of the established source control inventory list. Inspect 100% of sites identified through credible complaints. Document inspections in Cartegraph.	Ongoing
SC-5	Implement established progressive enforcement policy that requires sites to comply with stormwater source control requirements when they do not voluntarily comply.	Ongoing
SC-6	Maintain records of site visits, inspection reports, warning letters, notice of violations, and other enforcement records to demonstrate effort to bring sites into compliance. Document in Cartegraph, Ptrax, and site address file.	Ongoing
SC-7	Train staff who are responsible for implementing the source control program and related activities. Conduct refresher training as needed.	Ongoing

## 11. STORMWATER MANAGEMENT FOR EXISTING DEVELOPMENT

This section describes the Permit requirements related stormwater management for existing development and planned compliance activities.

### 11.1 Permit Requirements

The Permit (Section S5.C.7) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement a program to control or reduce stormwater discharges to waters of the State from areas of existing development with a focus on strategic stormwater investments over longer planning timeframes.
- Implement stormwater facility retrofits, or tailored SWMP actions that meet the criteria described in Appendix 12, using one or a combination of 1) strategic stormwater investments identified in the SMAP and 2) Opportunistic stormwater investments identified by leveraging projects outside of SMAP areas to improve stormwater management and infrastructure.
- Annually report on the list of planned, individual projects scheduled for funding or implementation during the current Permit term for the purpose of meeting the assigned equivalent acreage in Appendix 12.
- No later than March 31, 2028, permittees shall fully fund, start construction, or completely implement project(s) that meet the assigned equivalent acreage.
- Report which projects may provide Tribal benefits and benefits to overburdened communities including specifically vulnerable Populations and Highly Impacted Communities.
- Report the amount of estimated or projected equivalent acres managed by stormwater facility retrofits for the next Permit term by March 31, 2028.

### 11.2 Planned Compliance Activities

Table 11-1 presents the work plan for the SWMP stormwater management for existing development activities.

Table 11-1. Stormwater Management for Existing Development Work Plan		
Task ID	Task Description	Compliance Timeframe
SM-1	Identify stormwater facility retrofits and tailored SWMP actions within the SMAP to focus in this permit cycle for improved stormwater management and infrastructure.	Ongoing
SM-2	Identify any opportunistic stormwater investments outside of the SMAP acres to improve stormwater management and infrastructure	Ongoing
SC-3	Annually report on the list of planned, individual projects scheduled for funding or implementation during the current permit term.	March 31 <sup>st</sup>
SC-4	Apply for water quality grants to support design, permitting, and construction of selected retrofit projects.	Ongoing

SC-5	Routinely evaluate the stormwater utility rate to ensure it is sufficient to accrue necessary capital reserve funding required to meet grant match obligations on selected retrofit projects.	Ongoing
SC-6	Fully fund, start construction, or completely implement projects that meet the assigned equivalent acreage. Report on the amount of estimated equivalent acreage which will be managed by stormwater facility retrofits for the next Permit term.	March 31, 2028
SC-7	Report which projects may provide Tribal benefits and benefits to overburdened communities including specifically vulnerable Populations and Highly Impacted Communities.	Ongoing

## 12. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS

The federal Clean Water Act requires that Ecology establish “Total Maximum Daily Loads” (TMDL) for rivers, streams, lakes, and marine waters that don’t meet water quality standards. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards. After the TMDL has been calculated for a given water body, Ecology determines how much each source must reduce its discharges of the pollutant in order bring the water body back into compliance with the water quality standards. TMDL requirements are included in the stormwater NPDES permits for discharges into affected water bodies.

Stormwater discharges covered under this Permit are required to implement actions necessary to achieve the pollutant reductions called for in applicable TMDLs. Applicable TMDLs are those approved by the EPA before the issuance date of the Permit or which have been approved by the EPA prior to the issue date of the Permit or the date Ecology issues coverage under the Permit, whichever is later. Information on Ecology’s TMDL program is available on Ecology’s website at <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process>.

In accordance with Permit condition S7 Compliance with Total Maximum Daily Load Requirements the City must comply with the following TMDL’s.

Name of TMDL	Puyallup Watershed Water Quality Improvement Project
Document(s) for TMDL	<i>Puyallup River Watershed Fecal Coliform Total Maximum Daily Load – Water Quality Improvement Report and Implementation Plan</i> , June 2011, Ecology Publication No. 11-10-040. <a href="https://fortress.wa.gov/ecy/publications/SummaryPages/1110040.html">https://fortress.wa.gov/ecy/publications/SummaryPages/1110040.html</a>
Location of Original 303(d) Listings	Puyallup River 16712, 7498, White River 16711, 16708, 16709, Clear Creek 7501, Swan Creek 7514, Boise Creek 16706, Deer Creek 45616, Salmon Creek 45601, Unnamed Creek (Tributary to the Puyallup River) 45688
Area Where TMDL Requirements Apply	Requirements apply in all areas regulated under the Permittee’s municipal stormwater permit and discharging to water bodies listed within the specific requirement in this TMDL section.
Parameter	Fecal Coliform
EPA Approval Date	September 2011
MS4 Permittee	Phase I Permit: King County, Pierce County Phase II Permit: Auburn, Edgewood, Enumclaw, Puyallup, Sumner

Actions required of the City under this TMDL include:

- ✓ Designate areas discharging via MS4 to Boise creek from mile 1.7 to 1.0 and the flume and laterals approximately 1 mile north of the confluence with the mainstem, north of SE 456<sup>th</sup> Street, between highway 410 to the west and Watson Street N. to the east as high priority areas for illicit discharge detection and elimination. Complete IDDE field screening for bacteria sources in 100% of these sub-

basins by July 31, 2029, and implement the schedules and activities identified in S5.C.5 of the Western Washington Phase II Permit in response to any illicit connections and discharges found. Investigation must include activities in both the dry season (May through September) and the wet seasons (October through April). IDDE screening for bacteria sources includes the inspection of city owned MS4 outfalls that are safety accessible. The results of all bacterial screening conducted in these sub-basins shall be included in the annual reports submitted to Ecology.

- ✓ Inspect commercial handling areas and commercial composting facilities to ensure implementation of source control BMPs for bacteria. Implement an ongoing inspection program to re-inspect facilities or areas with bacteria source control problems at least every three years.
- ✓ Conduct public education and outreach activities to increase awareness of bacteria pollution problems and promote proper pet waste management behavior.
- ✓ Install and maintain animal waste education signage and/or pet waste bag dispenser stations at municipal parks and other Permittee owned and operated lands reasonably expected to have substantial domestic animal (dog and horse) use and where stormwater runoff can enter the MS4.

Name of TMDL	WRIA 10 – Lower White River PH TMDL
Document(s) for TMDL	<i>Lower White River (LWR) pH Total Maximum Daily Load – Technical Analysis and TMDL Allocations, Ecology Publication No 2-10-011</i> <a href="https://apps.ecology.wa.gov/publications/documents/2210011.pdf">https://apps.ecology.wa.gov/publications/documents/2210011.pdf</a>
Location of Original 303(d) Listings	White River, multiple locations 7524, 7525, 7526
Area Where TMDL Requirements Apply	Requirements apply in all areas regulated under the Permittee’s municipal stormwater permit and discharging to water bodies listed within the specific requirement in this TMDL section.
Parameter	pH (TMDL sets limits on soluble reactive phosphorus (SRP) allocations in order to limit periphyton growth and meet numeric water quality criteria for pH in the White River
EPA Approval Date	January 2023
MS4 Permittee	Phase I Permit: King County, Pierce County Phase II Permit: Auburn, Algona, Enumclaw, Pacific, Sumner

Actions required of the City under this TMDL include:

- ✓ MS4 Mapping: By March 31, 2029, ensure all known piped MS4 outfalls which discharge to the Lower White River (LWR) or Boise Creek are mapped and documented. Map all tributary conveyances to these piped MS4 outfalls, if not already mapped.
- ✓ Illicit Discharge Detection and Elimination: By October 31, 2028, screen all piped MS4 outfalls which discharge to the LWR or Boise Creek. Screen once a month from May 31<sup>st</sup> – Oct 31<sup>st</sup> during at least one dry season. Document screening results. If discharge is present at greater than 2.24 gpm, conduct end of pipe sampling for SRP per the requirements of section (2)(b).

- ✓ IDDE follow-up: Begin source tracing if stormwater outfall samples exceed TMDL loading restrictions outlined per (2)(c). Stop source tracing if any of the items in TMDL section (2)(d) are found (i.e. limited to no flow present or low concentrations of SRP found).
- ✓ The Permittee may discontinue MS4 outfall screening and sampling at outfalls where the Permittee has completed screening the applicable piped outfall every month with in the dry season, for two consecutive years in a row, and both years show the MS4 outfalls meeting the requirements of section (2)(d).
- ✓ Controlling runoff from new development and redevelopment: No later than June 30<sup>th</sup>, 2027, require Phosphorus Treatment BMPs as described in Ecology’s Stormwater Management Manual for Western Washington for all new development and redevelopment projects within the TMDL implementation area that require Minimum Requirement #6, Runoff Treatment.

## 12.1 Planned Compliance Activities

Table 12-1 presents the work plan for SWMP activities related to TMDL requirement compliance.

Table 11-1. Compliance with TMDL Load Requirements		
Task ID	Task Description	Compliance Timeframe
TMDL-1	Include summary of activities conducted in TMDL area to address TMDL parameter (FC and pH) with annual report to Ecology.	March 31 Annually
TMDL-2	Continue routine fecal coliform sampling at identified sites in the Boise Creek basin and adjust locations as needed in response to bacteria sample results.	Monthly
TMDL-3	Continue IDDE screening for bacteria sources on a schedule to complete 100% of the TMDL sub-basins by July 31, 2029.	On-going
TMDL-4	Maintain existing pet waste education and collection stations at municipal parks and other public lands reasonably expected to have substantial domestic (dog or horse) use and the potential for pollution of stormwater. Install additional pet waste stations as deemed appropriate.	On-going
TMDL-5	Continue collaborating with other agencies (e.g. King County, King Conservation District, and Ecology, to share TMDL related information & sampling data for the area. Participate in related Ecology TMDL activities.	On-going
TMDL-6	Continue identifying/implementing viable pet waste education/outreach strategies.	On-going
TMDL-7	Continue to inspect commercial handling areas and commercial composting facilities to ensure implementation of source control BMPs for bacteria. Re-inspect facilities or areas with bacteria source control problems at least every three years.	Ongoing
TMDL-8	Ensure Phosphorus Treatment BMPs are implemented on development and redevelopment projects that require runoff treatment.	June 30 <sup>th</sup> , 2027

## 13. MONITORING AND ASSESSMENT

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

### 13.1 Permit Requirements

The Permit (Section S8) requires the City to either conduct Status and Trends Monitoring, and Effectiveness and Source Identification Studies, or pay annually into a collective fund to implement monitoring under Ecology oversight through the SAM (Stormwater Action Monitoring) program. The City committed in 2024 to pay \$3,228 annually into the collective SAM monitoring fund for Status and Trends Monitoring and \$4,777.00 into the Effectiveness and Source Identification Studies fund.

The SAM brings together municipal stormwater permittees to collaborate on monitoring needs. The group aims to improve stormwater management, reduce pollution, improve water quality, and reduce flooding. They do this by working together to measure stormwater impacts on the environment and evaluate the effectiveness of efforts to manage stormwater.

All Permittees are required to submit information as requested for effectiveness and source identification studies that are under contract with Ecology as active Stormwater Action Monitoring (SAM) projects.

### 13.2 Planned Compliance Activities

Table 13-1 presents the work plan for SWMP monitoring activities.

Table 13-1. Water Quality Monitoring Work Plan		
Task ID	Task Description	Compliance Timeframe
MNTR-1	Pay \$8,005.00 annually into the SAM collective fund for implementation of Status and Trends Monitoring, and Effectiveness and Source Identification Studies.	Annual payment due by August 15 <sup>th</sup> .
MNTR-2	Submit information as requested for effectiveness and source identification studies that are under contract with Ecology as active Stormwater Action Monitoring (SAM) projects.	As requested.

## Acronyms and Definitions

The following definitions and acronyms are taken directly from the Phase II Permit and are reproduced here for the reader's convenience.

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

**AKART** means all known, available, and reasonable methods of prevention, control and treatment. See also State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

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

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

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

**BMP** means Best Management Practice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LID** means Low Impact Development.

**LID BMP** means low impact development best management practices.

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

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

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

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

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

**MEP** means Maximum Extent Practicable.

**MS4** means municipal separate storm sewer system.

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

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

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

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

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

**New Permittee** means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to August 1, 2013.

**New Secondary Permittee** means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to August 1, 2013.

**NOI** means Notice of Intent.

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

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

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

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

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

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

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

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

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

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

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

**Regional Stormwater Monitoring Program** means, for all of western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and a source identification information repository (SIDIR). The priorities and scope for the RSMP are set by a formal stakeholder group. For this permit term, RSMP status and trends monitoring will be conducted in the Puget Sound basin only.

**Regulated Small Municipal Separate Storm Sewer System** means a Municipal Separate Storm Sewer System which is automatically designated for inclusion in the Phase II stormwater permitting program by its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

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

**SAM** means Stormwater Action Monitoring.

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

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

**Source Control BMP** means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The *SWMMWW* separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. See Volume IV of the *SWMMWW* (2012) for details.

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

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

**Stormwater Management Program (SWMP)** means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns and counties) or S6 (for Secondary Permittees) of this Permit

and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 *Compliance with TMDL Requirements*, and S8 *Monitoring and Assessment*.

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

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

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

**SWMP** means Stormwater Management Program.

**TMDL** means Total Maximum Daily Load.

**Total Maximum Daily Load (TMDL)** means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.

The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

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

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

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

**Waters of the State** includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

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