

Regional Stormwater Policy Group
Yakima County, Yakima, Union Gap, and
Sunnyside

Stormwater Regional Analysis
Final Report
January 2007
(updated tables March 16, 2007)

Prepared by



Table of Contents

0.0	Executive Summary	2
0.1	Regional Staffing Analysis	2
0.2	Regional Program Costs and Comparison	2
0.3	Conclusions and Recommendations	4
1.0	Study Description	6
1.1	Background	6
1.2	Scope of Study	7
1.3	Level of Service	8
1.4	Individual Permit vs. Regional Permit	8
1.5	Summary of Meetings with RSPG Members	8
1.5.1	Public Education and Involvement	9
1.5.2	Illicit Discharge Detection Program	10
1.5.3	Construction Site Runoff Control	11
1.5.4	Post Construction Management	12
1.5.5	Pollution Prevention and Good Housekeeping	12
1.5.6	UIC Program	13
2.0	Regional Program	15
2.1	Summary of Regional Program	15
2.2	Annual Staffing for Regional Program	16
2.2.1	Year 1	16
2.2.2	Year 2	17
2.2.3	Year 3	19
2.2.4	Year 4	20
2.2.5	Year 5	21
2.2.6	Staff Organization	22
2.3	Regional Program Costs and Comparison	22
2.3.1	Comparison Comments	22
2.3.2	Regional Program Cost Assumptions	23
2.3.3	Regional and Individual Program Costs	24
3.0	Implementation Steps and Issues	27
4.0	Conclusions and Recommendations	30

0.0 Executive Summary

This report presents the estimated staffing and cost for a “Fully Regional” stormwater program to meet the minimum requirements for the National Pollutant Discharge Elimination System (NPDES) Phase II and Underground Injection Control (UIC) programs. The regional program evaluated in this analysis has matched the level of service recommendations for the individual programs described in the OTAK Draft Plan and the Value Engineering (VE) study to allow for a comparison of staffing cost between individual programs and a fully regional program. Therefore, the level of service used for this analysis assumes the minimally compliant program will be implemented at the regional level in order to meet NPDES Phase II and UIC requirements.

A regional stormwater program can follow many different formats. The final definition of “Fully Regional” will be left up to the members of the regional group and how much authority will be transferred to the regional program. This report evaluates the regional program on cost and staffing to maintain existing infrastructure, provide development guidance and review, manage a public involvement program, run an illicit discharge detection program, and to meet general requirements of a stormwater program under NPDES Phase II and the state UIC program. This report assumes that the regional program will be run by Yakima County as the lead agency. Each member of the RSPG will have their own individual coverage for NPDES Phase II and enter into ILAs to contract the performance of the stormwater program with the County.

0.1 Regional Staffing Analysis

The following is a staffing estimation for the 5-year program broken down by year. In Section 2.2, the overall staffing estimation by staff category and significant items to be completed in that program year are listed for the regional program. The staff estimations may need to be accelerated for certain aspects of the program after detailed planning starts in year 2. A more detailed staffing breakdown and expected hours per activity are presented in Section 2.2 and Appendix A.

Table 0.1 – Summary of Staff per Program Year

Summary of Staff per Program Year (hrs)	SW Prog. Manager	Engineer	Permit Reviewer	Inspector	Maint. Supervisor	Maint. Personnel	Public Inv. Specialist	Clerical Assistance	Tech.	Total hrs	FTE (1960 hrs/year)
Year of Program											
Year 1	1344	600	0	0	40	0	0	1036	585	3605	1.8
Year 2	1560	1240	0	0	640	600	0	1308	820	6168	3.1
Year 3	1700	2800	40	80	1200	1680	0	1572	1676	10748	5.5
Year 4	1652	3720	3680	3640	2260	13420	240	2668	1496	32776	16.7
Year 5	1584	3880	6830	6615	2400	25400	970	3122	1384	52185	26.6

0.2 Regional Program Costs and Comparison

Table 0.2 shows a summary of the regional program costs per year. Similar to the format of the VE Study, the regional program summary shows the operational costs of the program with a sub total and then the implicit stormwater program requirements rolled up to give an estimation of the total program cost for review. The VE Plan costs (comprising of the Draft Plan with the VE Study recommendations) is a summation of the individual program costs including the City of Sunnyside (their individual program costs are estimated in Appendix C).

An additional category has been added to the regional program that does not appear in the Individual Program costs, "Regional Program Coordination and Administration." One trade off for the additional cost savings experienced with regionalizing the stormwater program is the added administrative efforts and coordination that will result from operating the program. These added efforts will affect the Program Manager and the clerical staff.

Generally, there are cost savings of varying degrees across many of the BMPs when comparing the Regional Program with the individual programs recommended from the VE Study. This is attributed to the efficiency gained with the scale of the stormwater program. However, there are a few BMPs that have much larger savings.

Table 0.2 – Regional Program Cost Summary and Comparison

Regional Program - Summary of Program							
Requirements	Cost per Year					5-year Costs	
	1	2	3	4	5	Regional	VE Plan ⁵
General NPDES Requirements	\$23,488	\$14,500	\$14,500	\$14,500	\$14,500	\$81,488	\$130,150
Regional Program Coord. & Admin.	\$23,234	\$23,234	\$23,234	\$23,234	\$23,234	\$116,172	\$0
Public Education and Outreach	\$0	\$0	\$6,977	\$15,825	\$65,692	\$88,494	\$131,000
Public Involvement	\$14,007	\$13,127	\$11,906	\$11,906	\$14,855	\$65,802	\$68,000
Illicit Discharge Program ¹	\$32,580	\$60,006	\$47,735	\$137,802	\$190,536	\$468,658	\$766,000
Construction Site Runoff	\$3,474	\$25,327	\$27,443	\$128,237	\$215,825	\$400,305	\$471,000
Post Construction	\$6,147	\$130,268	\$41,704	\$193,178	\$334,482	\$705,780	\$739,000
Pollution Prevention ²	\$9,272	\$55,555	\$121,586	\$364,428	\$616,070	\$1,166,910	\$1,425,000
Monitoring and Record Keeping	\$26,260	\$24,460	\$35,671	\$79,434	\$81,912	\$247,737	\$761,000
UIC Program ³	\$43,211	\$86,345	\$244,394	\$198,290	\$202,844	\$775,084	\$845,000
Sub-Total Cost per Year	\$181,674	\$432,823	\$575,151	\$1,166,835	\$1,759,949	\$4,116,431	\$5,336,150
VE Plan Comparison ⁵	\$136,000	\$150,000	\$150,000	\$175,000	\$150,000	\$761,000	
with Implicit Program Requirements ⁴							
NPDES Equipment Funds	\$0	\$191,000	\$191,000	\$191,000	\$191,000	\$764,000	\$764,000
NPDES & UIC Capital Project Funds	\$15,000	\$539,000	\$589,000	\$639,000	\$689,000	\$2,471,000	\$2,471,000
Implement Stormwater Utility	\$235,000	\$188,000	\$188,000	\$188,000	\$188,000	\$987,000	\$987,000
Implement SW Develop. Permit Fees	\$0	\$82,000	\$46,000	\$46,000	\$90,000	\$264,000	\$264,000
Reserve	\$1,050,000	\$735,000	\$415,000	\$0	\$0	\$2,200,000	\$2,200,000
Total Cost per Year	\$1,481,674	\$2,167,823	\$2,004,151	\$2,230,835	\$2,917,949	\$10,802,431	\$12,022,150
VE Plan Comparison ⁵	\$1,436,000	\$1,885,000	\$1,579,000	\$1,239,000	\$1,308,000	\$7,447,000	

Note: 1 - Regional program assumes that each agency enters regional program with system map.

Note: 2 - Regional program assumes that each agency enters regional program with system reasonably maintained.

Note: 3 - UIC CIP have been included in the NPDES & UIC Capital Project Funds category under the Implicit Program Requirements, rather than in the UIC Program as they were in the VE Study tables. The VE Plan comparison column has been adjusted accordingly.

Note: 4 - Implicit Program Requirements include costs from original plan to give estimation of total regional program costs.

Note: 5 - Includes program estimate for City of Sunnyside individual program, w/o UIC.

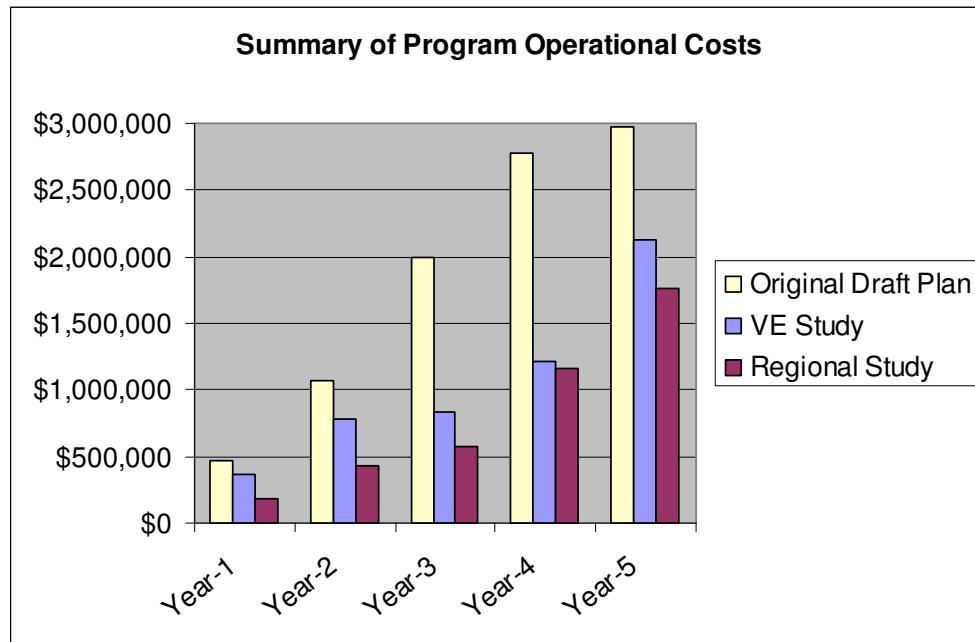
A full description of the regional program cost is provided in Section 2.3 with additional detail and assumptions. To aid in comparison of the individual and regional programs, Table 0.3 provides a breakdown of each program year. Of interest for the regional program, the year 5 operational costs appear to show a significant savings. The Year 5 cost comparison provides

an indication of a continued program savings for future years with a fully regional effort. Figure 0.2 shows a graphical representation of the stormwater program cost comparison.

Table 0.3 – Operational Cost per Program Year and Comparison

Summary of Operational Cost per Program Year	Year-1		Year-2		Year-3		Year-4		Year-5	
	Regional	VE Study	Regional	VE Study	Regional	VE Study	Regional	VE Study	Regional	VE Study
Activities										
General NPDES Requirements	\$23,488	\$35,630	\$14,500	\$23,630	\$14,500	\$23,630	\$14,500	\$23,630	\$14,500	\$23,630
Regional Program Coord. & Admin.	\$23,234		\$23,234		\$23,234		\$23,234		\$23,234	
Public Education and Outreach	\$0	\$0	\$0	\$0	\$6,977	\$23,000	\$15,825	\$18,000	\$65,692	\$90,000
Public Involvement / Participation	\$14,007	\$20,000	\$13,127	\$12,000	\$11,906	\$12,000	\$11,906	\$12,000	\$14,855	\$12,000
Illicit Discharge Detection	\$32,580	\$70,000	\$60,006	\$92,000	\$47,735	\$117,000	\$137,802	\$218,000	\$190,536	\$269,000
Construction Runoff Program	\$3,474	\$4,000	\$25,327	\$22,000	\$27,443	\$40,000	\$128,237	\$174,000	\$215,825	\$231,000
Post Construction Management	\$6,147	\$3,000	\$130,268	\$253,000	\$41,704	\$38,000	\$193,178	\$202,000	\$334,482	\$243,000
Pollution Prevention & Good Housekeeping	\$9,272	\$43,000	\$55,555	\$131,000	\$121,586	\$244,000	\$364,428	\$158,000	\$616,070	\$849,000
Monitoring and Record Keeping	\$26,260	\$136,000	\$24,460	\$150,000	\$35,671	\$150,000	\$79,434	\$175,000	\$81,912	\$150,000
UIC Program	\$43,211	\$55,000	\$86,345	\$102,000	\$244,394	\$190,000	\$198,290	\$237,000	\$202,844	\$261,000
Totals	\$181,674	\$366,630	\$432,823	\$785,630	\$575,151	\$837,630	\$1,166,835	\$1,217,630	\$1,759,949	\$2,128,630
Savings from VE Study	\$184,956		\$352,807		\$262,479		\$50,795		\$368,681	
Savings from Original Draft Plan	\$281,956		\$630,307		\$1,420,979		\$1,614,295		\$1,218,681	

Figure 0.2 Summary of Program Costs



0.3 Conclusions and Recommendations

In conclusion, HDR has conducted interviews with each individual member agency of the RSPG, completed a fully regional staffing and operational cost assessment, compared the fully regional program with the individual programs recommended with the Draft Plan and VE Study, and provided an implementation road map to comply with NPDES Phase II and construct a regional program. In analyzing the operational costs for the program, it appears that fully

regionalizing the NPDES Phase II stormwater program is beneficial and the most cost efficient for the member agencies of the RSPG.

Based on the identified cost savings, this report recommends a continued effort in developing a regional stormwater program and the initiation of a regional funding study to allocate regional program costs and develop individual contribution requirements for the fully regional program. Assuming that the funding allocation is fair equitable to all members, inter-local agreements should be drafted amongst the member agencies to address the immediate tasks and elements of the NPDES Phase II program fro regional completion. Current stormwater program efforts should be maintained or enhanced as recommended by the elements within this study to prepare for regionalizing the stormwater program.

1.0 Study Description

This report presents the estimated staffing and cost for a “Fully Regional” stormwater program to meet the minimum requirements for the NPDES Phase II and UIC programs. Other areas of stormwater management not included in NPDES or UIC regulations were not included in this analysis. The jurisdictions included in this regional analysis were Yakima County and the Cities of Yakima, Union Gap and Sunnyside for the Regional Stormwater Policy Group (RSPG).

1.1 Background

Yakima County and the Cities of Yakima and Union Gap have been working to develop a regional plan for stormwater management since 2001 to address the compliance requirements of Phase II of the National Pollutant Discharge Elimination System (NPDES) and Underground Injection Control (UIC) program. This regional planning effort has looked at the necessary requirements to comply with NPDES Phase II and UIC, the existing stormwater program efforts for the County and Cities, the revenue needs to fund the identified new activities, and a logical 5 year implementation program to comply with the NPDES Phase II permit and UIC. This planning effort has culminated with the production of Yakima County, Yakima, and Union Gap Regional Stormwater Management Planning Project (Draft Plan) prepared by OTAK, Inc.

In late fall and winter of 2005, Yakima County and Cities of Yakima, Union Gap, Sunnyside, and Moxee applied for grant funding and formed the Regional Stormwater Planning Group (RSPG). Thereafter, the Department of Ecology (DOE) excluded the City of Moxee as a Phase II community and hence removed their eligibility for receiving grant funding during the first term of the NPDES Phase II permit. The remaining members then entered into an Inter-Local Agreement to complete a Value Engineering Study and Regionalization Analysis of the Draft Plan. Because the City of Sunnyside was not included under the Draft Plan, the impacts to Sunnyside would need to be estimated based upon the outcomes for the others included in the study.

In January, 2006, Washington State adopted the update to Chapter 173-218 Washington Administrative Code - Underground injection control program and in February, 2006, the DOE published the Formal Public Comment Draft Phase II Permit for Eastern Washington. At the same time, the RSPG requested statements of qualifications for a consultant(s) to conduct a value engineering study of the jurisdictions’ Draft Plan. HDR Engineering was selected by the RSPG to perform the Value Engineering Study with a team of representatives from the RSPG, DOE, and a volunteer community member.

The VE Study was completed in late summer of 2006. At that time the RSPG, gave HDR Engineering the notice to proceed on conducting a staffing analysis for a “Fully Regional” approach to addressing the NPDES Phase II and UIC requirements.

After completing staffing interviews with the RSPG member agencies and a second meeting on lead agency with the City of Yakima and Yakima County, HDR presented the preliminary findings of the Regionalization Analysis to the RSPG in November, 2006. The following is a summary of the findings and discussions presented at the RSPG meeting:

- Each member agency staff had varying expectations and preferences with the formation of a Regional Entity fully responsible for all aspects of the NDPES Phase II program. (Further detail is presented in Section 1.5).
- All member agencies were accepting of a Regional Program assuming that it is cost effective.
- Based on the staffing analysis presented and discussed with the RSPG, the Regional Program appeared to provide cost savings each year for the NPDES Phase II program. The greatest savings appeared to occur in the first 3 years of the program.
- Yakima County is willing to take the lead of the Regional Program with permission of the other member agencies. Member agencies at the meeting supported Yakima County's offer with the assumption that the final regionalization report supported the preliminary findings.
- Ecology commented at the meeting that they support regional efforts for the management of stormwater; however, each member agency would be required to apply for an individual permit.

1.2 Scope of Study

The scope of work for the Regionalization Analysis is to determine the most efficient organizational structure and staffing requirements for the proposed Draft Plan. This analysis includes the following requirements:

- Interview key agency staff
- Determine staffing requirements for each entity to run a minimally compliant stormwater management program and estimate the costs
- Determine minimum staffing requirements for a fully regional stormwater management program and estimate the costs using the wages and benefit packages provided by the County
- Determine the requirements of forming a fully regional stormwater management program
- Provide examples of inter-local agreements that would be required to form a regional program

In accomplishing the objectives stated above, this analysis proceeded forward in the following steps:

1. Define the term "Fully Regional" for purposes of conducting a staffing analysis by preparing and distributing a preliminary questionnaire to be filled out by each respective agency in order to facilitate key staff interviews and interviewing and collecting information from key staff through a series of phone interviews and/or trip to agency facilities.
2. Complete a staffing analysis and requirements to run the minimally compliant program defined by the recommendations in the VE Study Report for each individual entity of the RSPG independently running their stormwater program and a fully regional program led by a single entity of the RSPG (costs determined using the wages and benefit packages offered by the County).
3. Develop the implementation steps necessary to form a fully regional stormwater management program.
4. Provide example inter-local agreements applicable to the formation of the regional program.
5. Prepare Draft Stormwater Regionalization Summary Report for review by the RSPG

documenting the following:

- Fully regional stormwater program as defined by the informational questionnaire, key staff interviews, data collection.
- Stormwater program staffing requirements for each individual entity with estimated costs.
- Stormwater program staffing for a fully regional stormwater management program with estimated costs.
- Implementation steps to form a fully regional stormwater management program.
- Inter-local agreement examples.

6. Submit Draft Stormwater Regionalization Summary Report for review and comment from the RSPG.
7. Incorporate review comments and submit Final Stormwater Regionalization Summary Report.

1.3 Level of Service

The regional program evaluated in this analysis has matched the level of service recommendations for the individual programs described in the OTAK Draft Plan and the VE study to allow for a comparison of staffing cost between individual programs and a fully regional program. Therefore, the level of service used for this analysis assumes the minimally compliant program will be implemented at the regional level in order to meet NPDES Phase II and UIC requirements.

1.4 Individual Permit vs. Regional Permit

During the November progress meeting for the RSPG, Terry Wittmeir with DOE stated that they support regional efforts for the management of stormwater; however, each member agency would be required to apply for coverage individually. This removes a governing option for the regional program that would have one responsible lead agency applying for regional permit coverage. Each member agency needs to apply for coverage under the general permit of the State. The regional lead agency for the RSPG under this configuration acts as a regional services provider with member agencies contracting directly with the lead entity through Inter-Local Agreements.

1.5 Summary of Meetings with RSPG Members

The Table 1.1 below presents a summary of the information gathered at each member jurisdiction. This information provides a snapshot view of each of the members who have expressed a possible interest in a regional approach to stormwater. The information includes length of storm pipe, approximate number of UIC, length of roadway, etc.

Table 1-1 – Summary of Member Agency Information for Stormwater Program

	City of Yakima	City of Union Gap	City of Sunnyside	Yakima County
Service Population	80,000	5,600	15,000	16,000
Existing Rates	0	0	0	0
Existing Stormwater Staff				
Maintenance	2	1		2.5
Dev. Review	0.5	0.1	0.1	2.5
Other	0.5	0.1	0.1	0.5
Infrastructure				
Miles of Storm Pipe	130		<10	11
# of Catch Basins	5200			784
# of Manholes	1000			5
# of UIC	5000			258
Miles of Road				
Local	250	68	55	103.5
Collector	26			37.2
Arterial	66			55.3
Existing Equipment				
Street Sweeper	0	120 Hrs	400 Hrs	1
Vactor Trucks	1500 Hrs	As needed	40 Hrs.	0

None of the members have a complete system map or utility fund in place. All the members currently require new development design to follow the Stormwater Management Manual for Eastern Washington.

The following sub-sections present the findings from HDR's staff interviews with Yakima County and the Cities of Yakima, Union Gap and Sunnyside. The tables included in the sub-sections were developed from a survey form and questionnaire that each member agency filled out prior to the staff interview. Changes made during the interview and discussions are also reflected in the tables. These tables show the preference of the communities as to what activities of the program they would like to see at a regional level and which they would like to keep local. There is no measure of the strength of the preferences and with many of the activities it could go either way based on the advantages the regional approach offered. Therefore, these tables should not be viewed as the final word on the issues but could be a good starting point to start the Inter-Local Agreement (ILA) process.

1.5.1 Public Education and Involvement

It is very clear everyone feels the Public Education and Outreach and Public Involvement activities should be handled at a regional level. There is currently little activity in this area and therefore the transition from local to regional would be small. It should be noted that any distribution of brochures and attendance at the RSPG count towards meeting these BMP requirements. Also included towards meeting this requirement is any advertised public meeting with City Councils to discuss the regional approach or stormwater activities.

Table 1-2 – Public Education and Involvement

	Local				Regional			
	S	UG	Y	YC	S	UG	Y	YC
Public Education and Outreach								
BMP 2A: Education & Outreach Strategy								
BMP 2B: General Public Information								
BMP 2C: Targeted Brochure								
BMP 2D: Storm Drain Stenciling			■					
BMP 2E: Classroom Education								
BMP 2F: Work with Volunteers								
BMP 2G: Speakers Bureau								
BMP 2H: Public Service Announcements								
BMP 2I: Stormwater Display								
BMP 2J: Stormwater Web Site								
BMP 2K: Monitoring and Reporting								
Public Involvement / Participation								
BMP 3A: Public Review/Public Meetings								
BMP 3B: Distribute news releases								
BMP 3C: Stakeholder advisory panel								
BMP 3D: SWMP Available on Web Site								
BMP 3K: Monitoring and Reporting								

Preferred Provider (Regional vs Local)



1.5.2 Illicit Discharge Detection Program

The Illicit Discharge Detection Program survey showed no overall preference trend as to whether this should be regional or local activity. Yakima County would like this activity to be regional and the other three members felt they would like to keep these activities local. There was an overall trend that all training could be conducted in a regional effort in all the activities.

Table 1-3 – Illicit Discharge Detection

	Local				Regional			
	S	UG	Y	YC	S	UG	Y	YC
Illicit Discharge Detection								
BMP 4A: Create System Map								
BMP 4B: Illicit Discharge Ordinance								
BMP 4C: Illicit Discharge Plan								
BMP 4D: Inform Public and businesses								
BMP 4E: Program Evaluation								
BMP 4F: Training of IDDE Staff								
BMP 4G: Training of All Staff								
BMP 4H: Monitoring and Reporting								

Preferred Provider (Regional vs Local)



1.5.3 Construction Site Runoff Control

The Construction Site Runoff Control or Erosion Control Activity is shown on Table 1-4 and the overall trend is to make this a regional effort. This would include reviewing erosion control plans from developers and inspecting the sites. The City of Yakima and Yakima County has indicated in the survey they might want to keep the review of plans and inspection local, however in subsequent conversation since the survey both have indicated a regional approach could work.

Table 1-4 – Construction Runoff Control

	Local				Regional			
	S	UG	Y	YC	S	UG	Y	YC
Construction Runoff Control								
BMP 5A: Erosion & Sediment Ordinance								
BMP 5B: Review Site Plans								
BMP 5C: Training Staff								
BMP 5D: Training for Const. Operators								
BMP 5E: Receive info from Public								
BMP 5F: Inspect Construction Sites								
BMP 5G: Monitoring and Reporting								

Preferred Provider (Regional vs Local)



1.5.4 Post Construction Management

Post Construction site plan review for stormwater preferences are shown in the following table. From this table we can see all members are interested in developing a regional standard ordinance and regional design standards. All members are also interested in regional training efforts for both staff and outside design professionals. Everyone except the City of Union Gap shows a preference for keeping the review of development plans and development inspection at the local level.

Table 1-5 – Post Construction Management

	Local				Regional			
	S	UG	Y	YC	S	UG	Y	YC
Post Construction Management								
BMP 6A: Ordinance & Design Standards								
BMP 6B: Site Plan Review								
BMP 6C: Site Inspection and Enforcement								
BMP 6D: Training								
BMP 6E: Info on Design Prof. Training								
BMP 6H: Monitoring and Reporting								

Preferred Provider (Regional vs Local)



1.5.5 Pollution Prevention and Good Housekeeping

From the staff perspective, each agency except for Yakima County felt that Pollution Prevention should be kept at the local level. Training was an opportunity to regionalize the effort. This BMP accounts for the largest portion of the cost of the NPDES program and will present the biggest savings if methods can be identified to share equipment and staff.

There are several individual activities that regardless of regionalization will require coordination with outside departments and agencies. One is a central vehicle wash area that could be used by all the Cities' and County's vehicles. Also, the management of Parks and Open Spaces would involve coordination with the different Parks Departments.

Table 1-6 – Pollution Prevention and Good Housekeeping

	Local				Regional			
	S	UG	Y	YC	S	UG	Y	YC
Pollution Prevention and Good Housekeeping in Municipal								
BMP 7A: Develop O&M Plan								
Stormwater & Conveyance								
Roads, Highways, Parking								
Vehicle Fleets								
Municipal Buildings								
Parks & Open Space								
Construction Projects								
Industrial Activities								
Material Storage Areas								
Flood Management Projects								
Other Facilities								
Inspect Facilities								
BMP 7B: Training								
BMP 7K: Monitoring and Reporting								

Preferred Provider (Regional vs Local)



1.5.6 UIC Program

The results of the survey for the UIC Program was split with the City of Sunnyside and the City of Yakima wanting to keep the program local and the other two members excepting of a regional approach. The City of Sunnyside has no UIC and will not allow UIC in the future. Therefore they do not want to be part of a UIC program. In the fully regional analysis in this report it was assumed the City of Sunnyside would not be part of the UIC program.

The City of Yakima discussed in the staff interview that they felt UIC should not be regional because of the many unknowns in the City's system which is currently being cleaned and mapped. Through the discussion, the staff resolved that many of the system unknowns could be overcome if it were assumed that each member to have a mapped system with each element being cleaned within the last 5-years prior to joining the regional agency. Construction costs for repair and rehabilitation will fall under a Capital Improvement Program.

A UIC facility (Classified as class V for stormwater) is a manmade subsurface stormwater runoff distribution system consisting of an assemblage of perforated pipes, drain tiles, or other similar mechanisms intended to infiltrate runoff into the ground.

Table 1-7 – UIC Program

	Local				Regional			
	S	UG	Y	YC	S	UG	Y	YC
UIC Program								
A1 Design Publications								
A2 Register All New Public UIC								
A3 Adopt Local UIC Standards								
A4 Operate New UICs with BMPs								
A5 Plan Review Site Insp. - New UIC								
A6 Dev. Regional Risk Based Approach								
B1 Prepare SP3 for Municipal Site UIC								
B2 Integrate UIC into IDDE Ordinance								
B3 UIC Record Keeping								
B4 Start Field Mapping of UIC								
B5 Correct Hazard UIC conditions								
B6 Dev. Regional Risk Based Approach								
B7 Plan for Decom plan for problems								
B8 Register 1/3 to DOE								
B9 Begin Regional Risk Based Plan								
B10 Begin UIC Retrofits - Non Structural								
B11 Develop CIP for Structural Retrofits								
B12 Seek State Waste Discharge Permit								
C1 UIC Equipment Fund								
C2 UIC Mapping Equipment Fund								
D1 UIC Repair/Replace Fund								

Preferred Provider (Regional vs Local)



2.0 Regional Program

2.1 Summary of Regional Program

A regional stormwater program can follow many different formats. The final definition of "Fully Regional" will be left up to the members of the regional group and how much authority will be transferred to the regional program. This report will evaluate the regional program on cost and staffing to maintain existing infrastructure, provide development guidance and review, manage a public involvement program, run an illicit discharge detection program, and to meet general requirements of a stormwater program under NPDES Phase II and the state UIC program. This report assumes that the regional program will be run by Yakima County as the lead agency. Each member of the RSPG will have their own individual coverage for NPDES Phase II and enter into ILAs to contract the performance of the stormwater program with the County.

The cost for the regional program would vary considerably depending on whether the regional entity is evolved out of a County Department or is created as an entirely separate and independent new agency. There are also costs associated with each member agency having to meet the conditions set upon entering the regional program that are outside the program costs included in this analysis. These include:

- System Map – meeting defined electronic standards, etc.
- Reasonable level of system maintenance
- Negotiation and adoption of ILAs for the agency
- Modification/Adoption of Ordinances
- Project Management of CIP projects
- Participation in RSPG
- Roadway maintenance

Other costs for Cities and the County include developing their own Stormwater Utility Rate and implementing the mechanisms to collect the funds. The current perception and understanding amongst the member agencies is to use the County's existing accounting system as the mechanism to collect the stormwater fees. If another form of utility rate implementation were to be used, there would be a significant cost of setting up an accounting system for a new agency.

As described in Section 3.0 Implementation, this regional evaluation has identified a number of issues that will be addressed as each agency moves towards involvement and implementation of the regional program. Each agency's individual costs of doing business to maintain its existing program and the costs associated with integrating into the regional program (utility formation, ordinance preparation, ILA development and adoption, etc.) have not been included in the costs presented for the regional program. In addition, this regional program also assumed that each agency would enter the regional program with an equal level of information and system maintenance. Costs for a system and outfall map and reasonable level of system maintenance are expected to be the responsibility of the individual member agency. The costs associated with these activities are not included in the cost of the regional program.

Equipment

This report has not developed an in-depth analysis of the equipment required. There will be a transition period where every attempt should be made to use existing equipment owned by the individual members. This could be handled through a rental agreement or some other fashion. A

detailed equipment analysis is beyond the scope of this report and should be developed once the O&M program is starting to be developed in year 2 of the program.

This report understands that the hourly rates provided by Yakima County and used in this study to develop regional cost data accounts for essential equipment (i.e. vehicle for inspectors), minor office equipment (i.e. computers) with the 25% overhead mark-up on the rates. This analysis has included additional expenses for outside activities (minor travel, etc.) required for what is normally an office position. An example of this is the stormwater manager given a \$500 expense for the RSPG meetings each year.

Major equipment is not included in the operational costs for the regional program. In the Draft Plan reviewed in the VE Study, OTAK included an equipment fund to account for vactor trucks, dump tracks, backhoes, street sweepers etc. The regional program includes an equipment fund equal to the Draft equipment funding for program cost comparison purposes.

2.2 Annual Staffing for Regional Program

The following is a staffing estimation for the 5-year program broken down by year. Each section will discuss the overall staffing estimation by staff category, and significant items to be worked on or completed for that year of the regional program. The staff estimations may need to be accelerated for certain aspects of the program after detailed planning starts in year 2. More details of the staffing and the expected hours per activity are presented in Appendix A.

Table 2.1 – Summary of Staff per Program Year

Summary of Staff per Program Year (hrs)	SW Prog. Manager	Engineer	Permit Reviewer	Inspector	Maint. Supervisor	Maint. Personnel	Public Inv. Specialist	Clerical Assistance	Tech.	Total hrs	FTE (1960 hrs/year)
Year of Program											
Year 1	1344	600	0	0	40	0	0	1036	585	3605	1.8
Year 2	1560	1240	0	0	640	600	0	1308	820	6168	3.1
Year 3	1700	2800	40	80	1200	1680	0	1572	1676	10748	5.5
Year 4	1652	3720	3680	3640	2260	13420	240	2668	1496	32776	16.7
Year 5	1584	3880	6830	6615	2400	25400	970	3122	1384	52185	26.6

This staffing summary is based on the minimum NPDES requirements and does not involve a plan to incorporate existing activities. This additional coordination may require more time of the stormwater program manager.

2.2.1 Year 1

The first year of the program will be only partially staffed by existing County Staff. A senior stormwater program manager with the County will spend the first year developing the foundation for the stormwater program. The stormwater manager will be supported by existing County staff including hours for an engineer, maintenance supervisor, clerical assistance and a technician. A summary of the hours for the first year for each BMP activity are shown Table 2.2.

Table 2.2 – Year 1 Regional Staffing

Year 1 of Program	General NPDES Requirements	Regional Program Coordination & Administration	Public Involvement and Outreach	Public Involvement / Participation	Ilicit Discharge Detection Program	Construction Runoff Program	Post Construction Management	Pollution Prevention & Good Housekeeping	UIC Program	Total
SW Program Manager	80	360	40	200	200	88	136	120	120	1344
Engineer	60							80	460	600
Permit Reviewer										0
Inspector										0
Maintenance Supervisor										40
Maintenance Personnel										0
Public Involvement Specialist										0
Clerical Assistance	40	160	60	80	120	96	112	128	240	1036
CADD/GIS Tech	25			40	320				200	585
Totals	205	520	100	320	640	184	248	328	1060	

Over the first year, the stormwater manager will spend a considerable amount of their time attending meetings to start the foundation of the program. This will include keeping the regional process moving and shepherding the regional member agencies into entering agreements. The task would include:

- Keeping the Inter-local Agreement process moving
- Meeting with City Officials and Councils
- Coordinating and attending RSPG meetings
- Developing the monitoring and reporting protocols for each BMP
- Staying coordinated with the member agencies' efforts to develop system maps and to ensure consistent standards
- Beginning the efforts to solicit information concerning ordinances and to begin the process to hire consultants for ordinance and design standard documents preparation
- Setup UIC Database for registration
- Start preparing the Stormwater Pollution Prevention Plan (SWPPP) documents for municipal sites
- Start the UIC record keeping process
- Submit Annual Report to DOE (summary of the first year activities)

More details of the hour breakdown are shown in Appendix A.

2.2.2 Year 2

The second year staffing, as shown in Table 2.3, is estimated to increase the time commitment for each of the positions initiated in Year 1. However, none of the positions are estimated to be allocated full time. The program manager would be spending over half of their time on the regional program, developing the required ordinances and starting the solicitation process for hiring a consultant to develop design standards,

Table 2.3 – Year 2 Regional Staffing

Year 2 of Program	General NPDES Requirements	Regional Program Coordination & Administration	Public Involvement and Outreach	Public Involvement / Participation	Illicit Discharge Detection Program	Construction Runoff Program	Post Construction Management	Pollution Prevention & Good Housekeeping	UIC Program	Total
SW Program Manager										1560
Engineer	360	40	208	240	128	180	124	280	620	1240
Permit Reviewer				160		80	380			0
Inspector										0
Maintenance Supervisor					160					640
Maintenance Personnel	160	60	80	160			240	240	600	600
Public Involvement Specialist				60	320	104	160	304	280	0
Clerical Assistance							200	200	240	1308
CADD/GIS Tech										820
Totals	0	520	100	348	1040	232	420	1248	2260	

Many of the NPDES activities will start to form in the second year. More staff will need to be identified and hired into the stormwater group. A challenge for Yakima County will be whether to integrate existing staff with existing responsibilities or hire new personnel into the regional program staff that may not require full time staffing. The efforts in this year include:

- Coordinate and attend RSPG meetings
- Continue, as needed, meetings with City/County Officials and Councils
- Refine the monitoring and reporting protocols for each BMP
- Provide information as a link on the County Web Site
- Oversee the completion of the system mapping effort for each member agency and develop protocols for updating system maps in the development (plan/permit) review process
- Coordinate and oversee the efforts to develop a stormwater ordinance and the development of regional design standards
- Coordinate with design professionals on the stormwater design standards
- Develop Illicit Discharge Detection and Elimination Ordinance
- Start developing a Illicit Discharge Elimination implementation plan
- Start developing an Erosion Control Ordinance
- Start developing an overall operation and maintenance plan for stormwater activities
- Start reviewing whether all industrial stormwater NPDES permits in the region have been acquired
- Start a process to register all new UICs
- Continue preparing the SWPPP documents for municipal sites
- Continue the UIC registration and record keeping process
- Integrate the UIC Ordinance into the Illicit Discharge Elimination Ordinance
- Start the planning process for regional risk-based UIC well assessments
- Develop monitoring data protocol and format for annual report
- Submit Annual Report summary to DOE

2.2.3 Year 3

Year three of the program is when the planning for many of the activities under the Pollution Prevention and Good House Keeping BMP begins. This report assumes an engineer will be conducting most of the work, however, a maintenance supervisor will be involved in developing the program and giving general guidance.

Table 2.4 – Year 3 Regional Staffing

Year 3 of Program	General NPDES Requirements	Regional Program Coordination & Administration	Public Involvement and Outreach	Public Involvement / Participation	Illicit Discharge Detection Program	Construction Runoff Program	Post Construction Management	Pollution Prevention & Good Housekeeping	UIC Program	Total
SW Program Manager	360	140	188	184	200	180	160	288	1700	
Engineer				360	40		840	1560	2800	
Permit Reviewer					40				40	
Inspector					80				80	
Maintenance Supervisor	160	64	60	160	240	128	440	600	1200	
Maintenance Personnel			56	160			680	1000	1680	
Public Involvement Specialist				400					0	
Clerical Assistance							400	360	1572	
CADD/GIS Tech							280	940	1676	
Totals	0	520	204	304	1264	600	308	2800	4748	

- Start developing the Public Education and Outreach Strategy
- Identify target audiences for Public Education and Outreach program
- Continue, as needed, meetings with City/County Officials and Councils
- Coordinate and attend RSPG meetings
- Continue all monitoring and reporting protocols for each BMP
- Refine stormwater information as a link on the County Web Site
- Continue coordination of all mapping efforts (City maps should be complete at this point)
- Finalize planning efforts for the Illicit Discharge Detection Plan
- Finalize and adopt Erosion Control Ordinance
- Finalize and adopt regional stormwater design standards
- Conduct training for staff on stormwater design standards
- Provide information for design professionals on new stormwater design standards
- Finalize Operation and Maintenance program planning
- Begin SWPPP for material storage areas
- Develop or refine SP3 for City/County owned Industrial areas
- Inspect City/County owned Industrial and material areas
- Start reviewing City/County projects for water quality enhancement opportunities
- Continue UIC registration for new and existing UICs with DOE (a third of the existing UICs should be registered in year 3)
- Begin regional risk-based UIC Well Assessment
- Gather all monitoring data and develop annual report
- Submit Annual Report to DOE

2.2.4 Year 4

Year 4 is when the majority of the BMPs start implementation and the costs of the program start significantly increasing. The stormwater manager will develop the public outreach plan without the Public Involvement Specialist. This will need to be addressed when planning for the fourth year.

Table 2.5 – Year 4 Regional Staffing

Year 4 of Program	General NPDES Requirements	Regional Program Coordination & Administration	Public Involvement and Outreach	Public Involvement / Participation	Illicit Discharge Detection Program	Construction Runoff Program	Post Construction Management	Pollution Prevention & Good Housekeeping	UIC Program	Total
SW Program Manager	360	140	188	136	112	188	240	288	1652	
Engineer				480	220	400	980	1640	3720	
Permit Reviewer					1150	2530			3680	
Inspector					1785	1855			3640	
Maintenance Supervisor				680			920	660	2260	
Maintenance Personnel				1940			10080	1400	13420	
Public Involvement Specialist			240						240	
Clerical Assistance	160	144	140	304	550	590	400	380	2668	
CADD/GIS Tech		40	56	440			200	760	1496	
Totals	0	520	564	384	3980	3817	5563	12820	5128	

- Finalize the Public Education and Outreach Strategy
- Continue, as needed, meetings with City/County Officials and Councils
- Coordinate and attend RSPG meetings
- Continue all monitoring and reporting protocols for each BMP
- Refine stormwater information as a link on the County Web Site
- Continue coordinating all mapping update efforts
- Implementing the Illicit Discharge Detection Program
- Identify target audiences for IDDE Program
- Start informing businesses of the IDDE Program
- Start reviewing Erosion Control Plans at the regional level for construction activities
- Start regional inspection of erosion control measures
- Provide information for erosion control training for contractors
- Start process for receiving erosion control complaints from public
- Start reviewing permit applications for stormwater treatment based on adopted stormwater design standards
- Start inspecting stormwater treatment construction on development sites
- Provide information for design professionals on stormwater design standards
- Regional Program begins maintenance of member agency stormwater systems, stormwater treatment facilities, and other portions of the system based on the ILA
- Continue SWPPPs for material storage areas
- Coordinate stormwater requirements for parks and open spaces, material handling areas and all other areas described in the permit

- Begin internal staff training for other departments and member agencies
- Continue UIC registration for new and existing UICs with DOE (2/3 of UIC wells should be registered by the end of year 4)
- Continue regional risk-based UIC well assessments
- Complete a CIP for UIC Retrofits.
- Continue UIC coordination
- Gather all monitoring data and develop annual report
- Submit Annual Report to DOE

2.2.5 Year 5

All start-up work for developing the regional agencies is either complete or completed in during the fifth year. A Public Involvement Specialist is hired or assigned to the regional program.

Table 2.6 – Year 5 Regional Staffing

Year 5 of Program	General NPDES Requirements	Regional Program Coordination & Administration	Public Involvement and Outreach	Public Involvement / Participation	Illicit Discharge Detection Program	Construction Runoff Program	Post Construction Management	Pollution Prevention & Good Housekeeping	UIC Program	Total
SW Program Manager	360	180	80	136	112	188	240	288	1584	
Engineer				480	220	400	1140	1640	3880	
Permit Reviewer					2200	4630			6830	
Inspector					3185	3430			6615	
Maintenance Supervisor				720			960	720	2400	
Maintenance Personnel				3920			19680	1800	25400	
Public Involvement Specialist	160	760	210		550	940	400	380	970	
Clerical Assistance		240	148	304			200	520	3122	
CADD/GIS Tech		200	64	400					1384	
Totals	0	520	1380	502	5960	6267	9588	22620	5348	

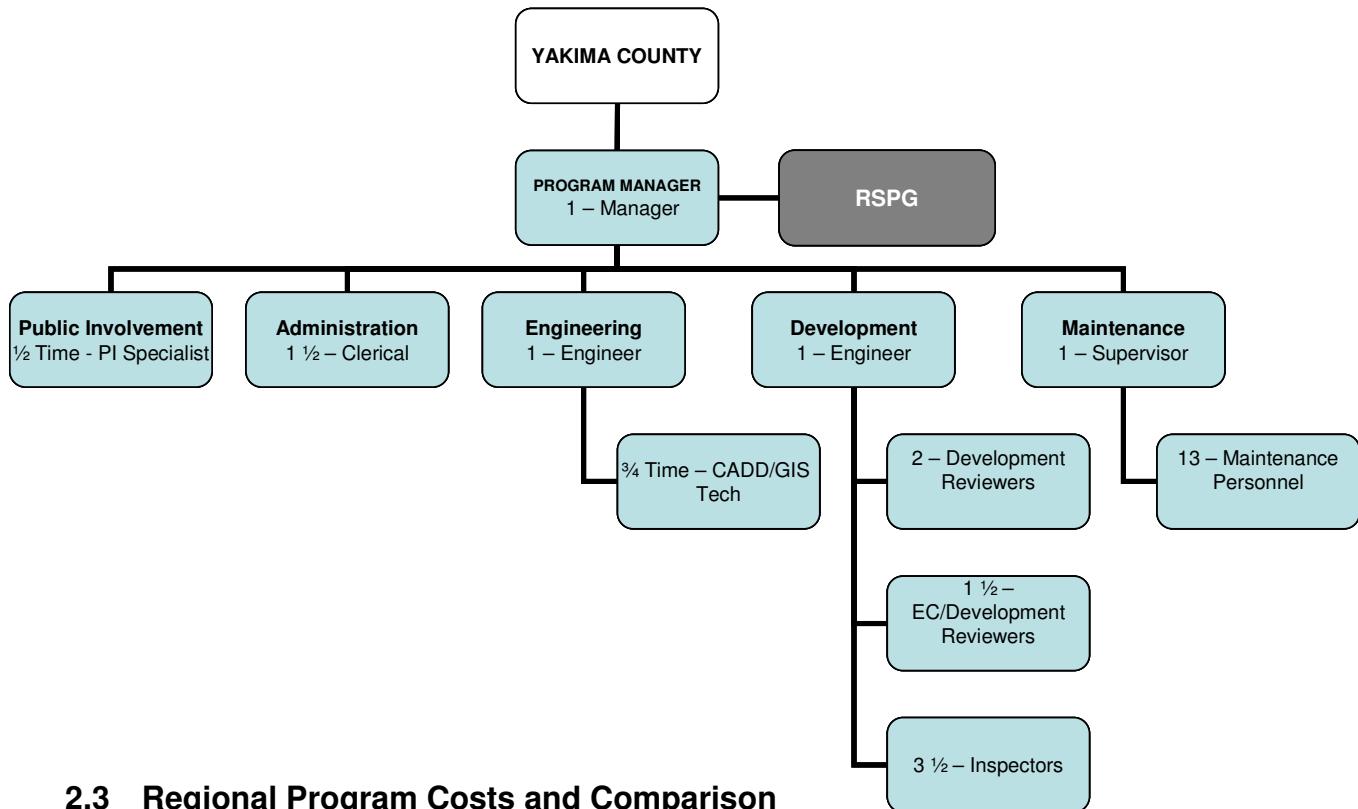
- The Public Involvement Specialist implements the outreach plan which includes target brochures, working with volunteers, and providing general info to the public via other media
- Continue, as needed, meetings with City/County Officials and Councils
- Coordinate and attend RSPG meetings
- Continue all monitoring and reporting protocols for each BMP
- Refine stormwater information as a link on the County Web Site
- Continue coordinating all mapping update efforts
- Continue IDDE Program
- Continue the Erosion Control Review and Inspection process for development
- Continue the Review and Inspection of the permanent stormwater systems in new development
- Continue the Good Housing Keeping program developed in years 3 and 4
- Continue the UIC program (All UICs should be registered with DOE)
- Continue regional risk-based UIC well assessments

- Some CIP work should have begun on any retrofits of the stormwater systems and UICs.
- Gather all monitoring data and develop annual report
- Submit Annual Report to DOE

2.2.6 Staff Organization

The following figure depicts a possible configuration of the future regional program organization. This assumes Yakima County is the lead agency for the regional program with direct input from the RSPG. Under this configuration, not all of the personnel are shown as full time in each of the positions. Obviously, the program manager may have personnel fill multiple roles and responsibilities or serve other functions within the County staff.

Regional Program Organizational Chart



2.3 Regional Program Costs and Comparison

The following analysis provides a series of comparisons for evaluation purposes between a regional program and individual programs per the Draft Plan and VE Study. The cost comparison is meant to be a comparison of cost to the consumer. This issue is important to understand in moving forward with implementation and is further discussed in section 2.3.1.

2.3.1 Comparison Comments

The OTAK Draft Plan and subsequent VE Study contain the costs of the individual stormwater programs and were intended to be a “gap” analysis, showing the additional costs of the new NPDES Phase II requirements. The regional program in this report reflects the total cost estimate for a Stormwater Management Program. This difference may decrease the apparent cost savings when comparing the individual program costs to the regional program cost.

Additionally, the implicit program requirements of the Draft Plan were not fully evaluated in the VE Study. The implicit program requirements in the Draft Plan consist of NPDES equipment funds, capital improvement project funds, stormwater utility implementation funds, developer permit fees, annual review, and reserve.

Equipment Fund

The Draft Plan funding for equipment and the utility reserve do not appear to be significantly out of balance with other individual programs throughout the Northwest. To more accurately determine an equipment fund amount, an existing equipment analysis, purchase, and replacement analysis would need to be completed.

Reserve Fund

The reserve fund is a “rule of thumb” percentage of the total program and is set based on a risk decision made by the agencies. The regional program has simply combined the reserve amounts for each of the individual member agencies.

Stormwater Utility Implementation and Developer Permit Fee Review

The costs associated with developing and updating the stormwater utility and developer permit (plan) review fees are dependent the level accuracy and frequency of review. The implementation of the fees for the utility and permit review appear to be relatively high.

Capital Improvement Program

The level of funding for capital improvement projects appears to be relatively low. Without fully developed Capital Improvement Programs for the member agencies, the amounts in Draft Plan and combined for the fully regional program serves as a place holder that needs to be updated as the programs mature.

An attempt has been made to account for the implicit program requirements in the Regional Program total cost in an equal fashion to the Draft Plan in order to provide some ability for comparison between the two.

2.3.2 Regional Program Cost Assumptions

- CIP funds will be collected and administered to member agencies from the Regional Program. Project Management and Engineering for CIP projects will occur at the member agency level.
- For comparison purposes, the following funding amounts have been included in the Regional Program equal to the amounts allocated in the Draft Plan to give an indication of the 5-year total program cost.
 - Equipment Funding
 - CIP Funding
 - Stormwater Utility Implementation Costs
 - Stormwater Development Fees Implementation
 - Reserve Funding
- The City of Sunnyside's Individual Stormwater Program is included in Appendix C. The City of Sunnyside is included in the Regional Program.
- Each member agency would enter the regional program with a system map of their system in electronic format. This expense is a cost to each individual program but is not included in the regional program.
- To ensure equality with regional maintenance efforts, it is assumed each member agency enters the regional program with a reasonable level of system maintenance

performed. An example could be that every element in the system has been cleaned in the last 5-years.

- The system maintenance costs of the regional program include street sweeping and the cleaning of culverts, UICs, and catch basins. This program does not intend for system maintenance to take on other roadway and ditch maintenance actions currently being performed.

Table 2.7 – Regional Program Cost Summary and Comparison

Requirements	Cost per Year					5-year Costs	
	1	2	3	4	5	Regional	VE Plan ⁵
General NPDES Requirements	\$23,488	\$14,500	\$14,500	\$14,500	\$14,500	\$81,488	\$130,150
Regional Program Coord. & Admin.	\$23,234	\$23,234	\$23,234	\$23,234	\$23,234	\$116,172	\$0
Public Education and Outreach	\$0	\$0	\$6,977	\$15,825	\$65,692	\$88,494	\$131,000
Public Involvement	\$14,007	\$13,127	\$11,906	\$11,906	\$14,855	\$65,802	\$68,000
Illicit Discharge Program ¹	\$32,580	\$60,006	\$47,735	\$137,802	\$190,536	\$468,658	\$766,000
Construction Site Runoff	\$3,474	\$25,327	\$27,443	\$128,237	\$215,825	\$400,305	\$471,000
Post Construction	\$6,147	\$130,268	\$41,704	\$193,178	\$334,482	\$705,780	\$739,000
Pollution Prevention ²	\$9,272	\$55,555	\$121,586	\$364,428	\$616,070	\$1,166,910	\$1,425,000
Monitoring and Record Keeping	\$26,260	\$24,460	\$35,671	\$79,434	\$81,912	\$247,737	\$761,000
UIC Program ³	\$43,211	\$86,345	\$244,394	\$198,290	\$202,844	\$775,084	\$845,000
Sub-Total Cost per Year	\$181,674	\$432,823	\$575,151	\$1,166,835	\$1,759,949	\$4,116,431	\$5,336,150
VE Plan Comparison ⁵	\$136,000	\$150,000	\$150,000	\$175,000	\$150,000	\$761,000	

with Implicit Program Requirements⁴

NPDES Equipment Funds	\$0	\$191,000	\$191,000	\$191,000	\$191,000	\$764,000	\$764,000
NPDES & UIC Capital Project Funds	\$15,000	\$539,000	\$589,000	\$639,000	\$689,000	\$2,471,000	\$2,471,000
Implement Stormwater Utility	\$235,000	\$188,000	\$188,000	\$188,000	\$188,000	\$987,000	\$987,000
Implement SW Develop. Permit Fees	\$0	\$82,000	\$46,000	\$46,000	\$90,000	\$264,000	\$264,000
Reserve	\$1,050,000	\$735,000	\$415,000	\$0	\$0	\$2,200,000	\$2,200,000
Total Cost per Year	\$1,481,674	\$2,167,823	\$2,004,151	\$2,230,835	\$2,917,949	\$10,802,431	\$12,022,150
VE Plan Comparison ⁵	\$1,436,000	\$1,885,000	\$1,579,000	\$1,239,000	\$1,308,000	\$7,447,000	

Note: 1 - Regional program assumes that each agency enters regional program with system map.

Note: 2 - Regional program assumes that each agency enters regional program with system reasonably maintained.

Note: 3 - UIC CIP have been included in the NPDES & UIC Capital Project Funds category under the Implicit Program Requirements, rather than in the UIC Program as they were in the VE Study tables. The VE Plan comparison column has been adjusted accordingly.

Note: 4 - Implicit Program Requirements include costs from original plan to give estimation of total regional program costs.

Note: 5 - Includes program estimate for City of Sunnyside individual program, w/o UIC.

2.3.3 Regional and Individual Program Costs

Table 2.7 shows a summary of the regional program costs per year. Similar to the format of the VE Study, the regional program summary shows the operational costs of the program with a sub

total and then the implicit stormwater program requirements rolled up to give a total program cost for review. The VE Plan costs (comprising of the Draft Plan with the VE Study recommendations) is a summation of the individual program costs including the City of Sunnyside (their individual program costs are estimated in Appendix C).

An additional category has been added to the regional program that does not appear in the Individual Program costs, "Regional Program Coordination and Administration." One trade off for the additional cost savings experienced with regionalizing the stormwater program is the added administrative efforts and coordination that will result from operating the program. These added efforts will affect the Program Manager and the clerical staff.

Generally, there are cost savings of varying degrees across many of the BMPs when comparing the Regional Program with the individual programs recommended from the VE Study. This is attributed to the efficiency gained with the scale of the stormwater program. However, there are a few BMPs that have much larger savings.

As expected, the public education and outreach appears to be cost effective with the reduction of planning efforts and the implementation of the program from one entity. However, the public involvement, which many thought would benefit from regionalization of the program remained nearly even. The public involvement efforts do gain efficiency by centralizing the planning and implementation, however, the total effort of the regional program is expected to be an increased effort simply due to increased scrutiny of the regional program itself. There will need to be extra effort expended by the program to ensure a perceived level of equity and fairness with the general public.

A significant part of the savings in the "Illicit Discharge Program" can be attributed to the requirement of each member agency entering the regional program with a completed system map. For individual agencies that do not have a completed system map that can be provided to the regional program electronically for integration, the cost is still a real cost that needs to be funded and accounted for. Similarly, the "Pollution Prevention and Good Housekeeping" BMP has an assumption and requirement that each system entering the regional program will have a reasonable level of maintenance performed. If systems entering the program need to get their system into compliance with the regional program, this cost is assumed to be paid for by the member agency.

The largest cost savings is the area of "Monitoring and Record Keeping." For the individual programs, a significant amount of money was budgeted to keep track and develop systems for the administrative portions of NPDES. Under regionalization, this effort is greatly reduced with a single record keeping and reporting system. This will aid in the completion of the annual reports for Ecology. Of note, this savings will be most effective when the entire stormwater program is run from an individual entity. In other words, if during the 5-year regional implementation member agencies begin to elect keeping portions of their stormwater program, then they are also increasing the effort of regionalized record keeping or adding effort at the own end to record and monitor their own program.

Table 2.8 – 5-Year Operational Costs by BMP and Comparison

Program Summary - 5 year Operational Cost by BMP	Labor Cost	Expenses	Regional Program Total	VE Study Total	Yakima	Yakima C.	Union Gap	Sunnyside
Activities								
General NPDES Requirements	\$8,988	\$72,500	\$81,488	\$130,150	\$75,500	\$30,500	\$8,150	\$16,000
Regional Program Coord. & Admin.	\$116,172		\$116,172					
Public Education and Outreach	\$63,194	\$25,300	\$88,494	\$131,000	\$63,000	\$40,000	\$14,000	\$14,000
Public Involvement / Participation	\$56,302	\$9,500	\$65,802	\$68,000	\$19,000	\$15,000	\$17,000	\$17,000
Illicit Discharge Detection	\$386,058	\$82,600	\$468,658	\$766,000	\$330,000	\$265,000	\$69,000	\$102,000
Construction Runoff Program	\$357,805	\$42,500	\$400,305	\$471,000	\$138,000	\$213,000	\$51,000	\$69,000
Post Construction Management	\$543,580	\$162,200	\$705,780	\$739,000	\$274,000	\$294,000	\$62,500	\$108,500
Pollution Prevention & Good Housekeeping	\$1,103,910	\$63,000	\$1,166,910	\$1,425,000	\$807,000	\$256,000	\$145,500	\$216,500
Monitoring and Record Keeping	\$232,337	\$15,400	\$247,737	\$761,000	\$240,000	\$321,000	\$100,000	\$100,000
UIC Program	\$703,184	\$71,900	\$775,084	\$845,000	\$415,000	\$287,000	\$143,000	\$0
Total	\$3,562,543	\$472,400	\$4,116,431	\$5,336,150	\$2,286,000	\$1,691,000	\$602,000	\$627,000

Table 2.8 shows the cost breakdown of the individual program's cost per BMP and the rolled up Regional Program cost. The City of Sunnyside, as explained in Section 1.5.6, has no effort included for the UIC Program. An estimate has been made of Sunnyside's annual permit cost without exact numbers from Ecology.

In addition to the individual program comparison, Table 2.9 provides a breakdown of each program year to compare the regional program and the individual program. Of interest for the regional program, the year 5 operational costs appear to show a significant savings. The Year 5 cost comparison provides an indication of a continued program savings for future years with a fully regional effort.

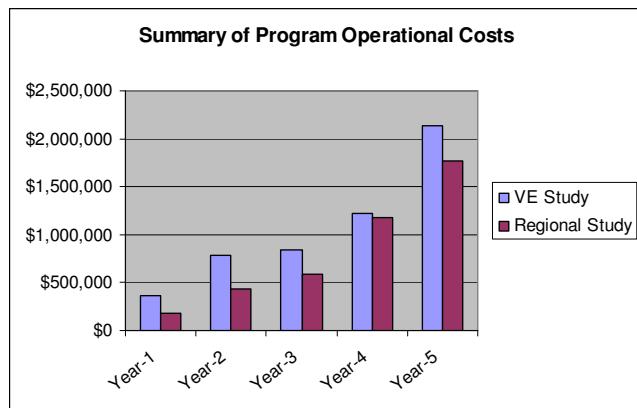


Table 2.9 – Operational Cost per Program Year and Comparison

Summary of Operational Cost per Program Year	Year-1		Year-2		Year-3		Year-4		Year-5	
	Regional	VE Study	Regional	VE Study	Regional	VE Study	Regional	VE Study	Regional	VE Study
Activities										
General NPDES Requirements	\$23,488	\$35,630	\$14,500	\$23,630	\$14,500	\$23,630	\$14,500	\$23,630	\$14,500	\$23,630
Regional Program Coord. & Admin.	\$23,234		\$23,234		\$23,234		\$23,234		\$23,234	
Public Education and Outreach	\$0	\$0	\$0	\$0	\$6,977	\$23,000	\$15,825	\$18,000	\$65,692	\$90,000
Public Involvement / Participation	\$14,007	\$20,000	\$13,127	\$12,000	\$11,906	\$12,000	\$11,906	\$12,000	\$14,855	\$12,000
Illicit Discharge Detection	\$32,580	\$70,000	\$60,006	\$92,000	\$47,735	\$117,000	\$137,802	\$218,000	\$190,536	\$269,000
Construction Runoff Program	\$3,474	\$4,000	\$25,327	\$22,000	\$27,443	\$40,000	\$128,237	\$174,000	\$215,825	\$231,000
Post Construction Management	\$6,147	\$3,000	\$130,268	\$253,000	\$41,704	\$38,000	\$193,178	\$202,000	\$334,482	\$243,000
Pollution Prevention & Good Housekeeping	\$9,272	\$43,000	\$55,555	\$131,000	\$121,586	\$244,000	\$364,428	\$158,000	\$616,070	\$849,000
Monitoring and Record Keeping	\$26,260	\$136,000	\$24,460	\$150,000	\$35,671	\$150,000	\$79,434	\$175,000	\$81,912	\$150,000
UIC Program	\$43,211	\$55,000	\$86,345	\$102,000	\$244,394	\$190,000	\$198,290	\$237,000	\$202,844	\$261,000
Totals	\$181,674	\$366,630	\$432,823	\$785,630	\$575,151	\$837,630	\$1,166,835	\$1,217,630	\$1,759,949	\$2,128,630
Savings from VE Study	\$184,956		\$352,807		\$262,479		\$50,795		\$368,681	

3.0 Implementation Steps and Issues

The specific issues that will arise during the implementation of this program cannot be fully predicted at this stage because the regionalization process is completely dynamic with political issues involved in the implementation and formation of ILAs. However, several key milestones will need to be met in order to have a successful regional program, compliant with NPDES Phase II.

The following implementation schedule does not include all the activities of the NPDES program. These activities were presented in Section 2.2 of this report. This implementation schedule is aimed more at the steps and issues required to form a regional program. The Figure 3-1 presents a graphical presentation of some of the steps required to develop a regional program.

Funding Study

The first step is to start an overall *Funding Study* for the regional program. This study will review the estimated cost in this report. Investigate many of the internal costs associated with developing a new County Program, propose accounting methods to transfer staff and assign staff to a new program. This study will result in funding strategies for the overall program and how each member will contribute to the overall cost of the program. A preliminary cost has been developed as part of this study, however the many assumptions stated throughout this report will need to be verified. Discussion of the responsibilities of the group versus each individual member's responsibilities will need to be better defined. The funding study will also address the cost to developer in the permit versus what is incurred by the regional program. This is important to ensure that development pays their fair share without the regional program subsidizing the development plan review and inspection costs.

Another item that will need to be addressed in the funding study is the cost of future capital improvements. This study did not investigate the future needs of capital improvements either for flooding, future development and service development charges (SDCs), or for future retrofits to meet NPDES or the UIC programs. The planning and payment for these CIP programs can be a regional effort or can be kept at the individual member level. If the CIP program is kept at the local level, it might require member agencies to collect utility rates above the regional program rate to account for their own costs. If the CIP program is handled at the regional level, there will obviously need to be checks and balances to ensure funds are spent for projects equitably across the region.

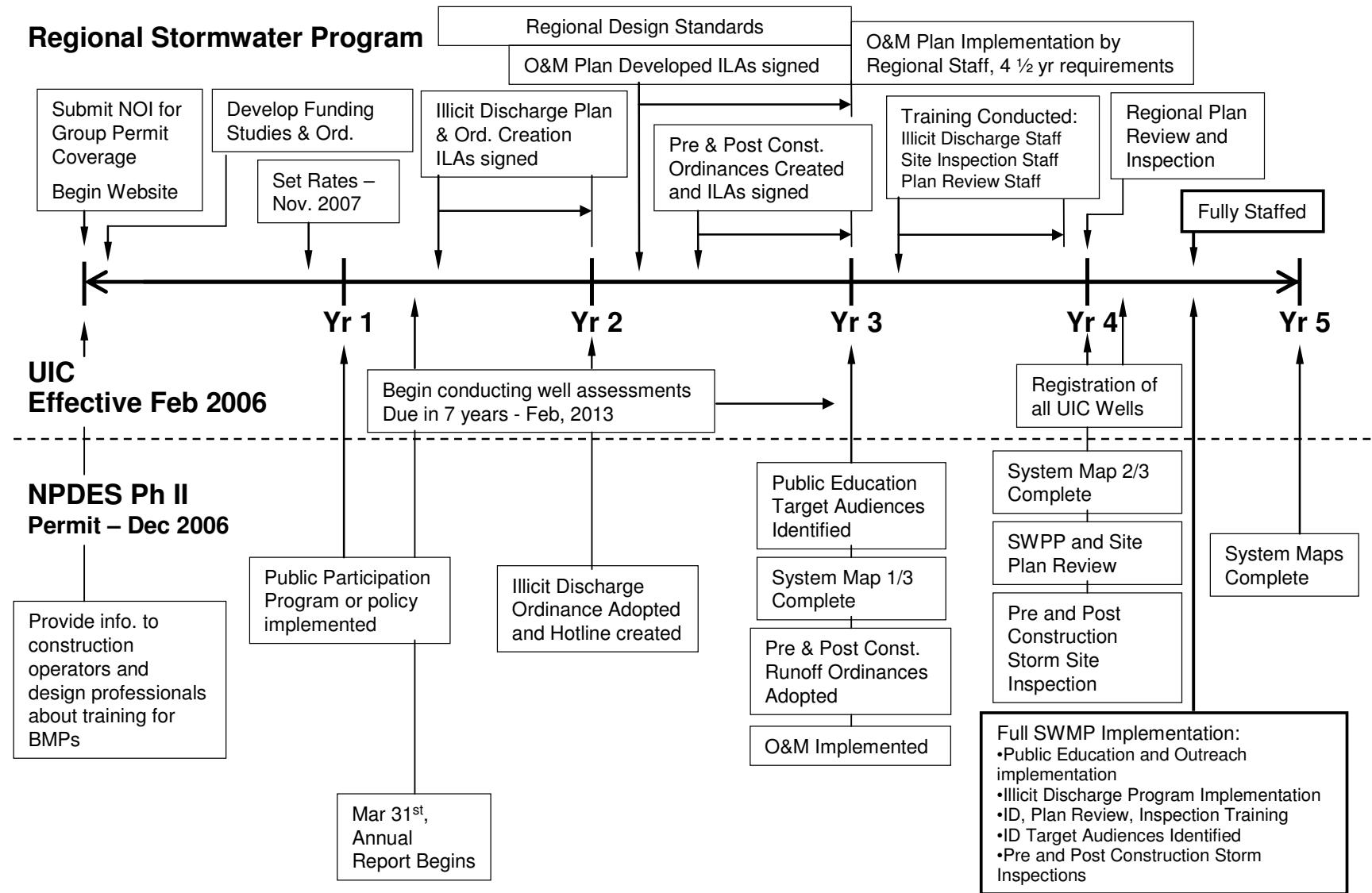
As part of the funding analysis, draft ILAs will need to be developed to determine how the funding between members is divided. This discussion and draft ILA will also include the division of work on each of the activities. The ILAs will allow each member to form their own agreement with the County. Minor changes to the draft ILAs may be required as it moves through an open public process of review and scrutiny. Formal adoption of each individual agreement between the County and its members will need to occur in accordance with the deadlines and schedule of regional program implementation.

Stormwater Program Manager

One of the first tasks for the County is to identify the stormwater Program Manager. This person will be the manager of the program and coordinate and guide many of the regionalization programs and issues. In the minimum NPDES Program above, hours less than full time are identified for this person in the first year. However, this could be a full time position with the

Exhibit 3-1

Regional Phase II Timeline



amount of ILA coordination and managing the Funding Study and other regionalization tasks not included in the minimal NPDES program.

Individual Member Utilities

While the regional body is conducting a funding analysis, each member will start the process of establishing their individual stormwater utilities. The cost of the overall stormwater program for each member will be based on decisions made during the funding study. However, some of the background work can be conducted concurrently and when the final regional funding study is complete the individual utilities could be adopted.

Integration during Transitional Period

Because this report is presenting a minimal regional program to meet NPDES Phase II, there is less activity in the first couple of years of the program than in years 3-5. This report assumes the program will grow slowly to address the required activities on the minimum schedule as defined in the Draft Permit. This slow growth requires a period of transition where the individual member agencies will continue their existing stormwater maintenance activities until the regional program takes over the activity. The timing and all the details of this transition is beyond the scope of this report and will need to be worked out with each individual member agency. These details include the transition of staff responsibilities, funding, public notification of help lines, integration to regional stormwater review of development pre and post construction designs, and avoidance of redundant equipment expenses, etc.

Capital Improvement Program

The regional stormwater program is developed to comply with the regulatory requirements of NPDES Phase II. A future CIP will need to be developed for each individual member agency or completed at the regional level. The Draft Plan did not include a full analysis of system and infrastructure improvements for deficiencies or to meet the needs of future growth, to address illicit discharge problems, or to address documented/yet to be documented water quality problems for both surface discharge and UIC. An estimate of CIP funding was used as a place holder for both system improvements and UIC corrective projects. A decision will need to be made early in the funding study of who or how the CIP will be administered for the individual member agencies. Any and all options exist from the collection of funding, administering of the project priorities, to management and design of the projects themselves.

Potential challenges with CIP exist at a regional level of staffing the project management, creating an equitable program for each member agency, and educating the public to avoid the perception that any and all storm related capacity issues will immediately be fixed with the creation of the regional program.

Governing Board of Regional Program

A regional body will need a governing board to oversee the operations and coordination of the program. The relationship and coordination between this board and the jurisdictions will need to be identified. The Regional Stormwater Planning Group (RSPG) is an excellent venue to share ideas, provide the regional body feedback and to coordinate upcoming steps and process. We are assuming this is the mechanism that will be used in the future and have identified time for the regional agency Stormwater Program Manager to take over the role of coordinating and preparing for the RSPG meetings. These meeting will allow the feedback to the regional agency and to coordinate the overall schedule. The best mechanism of governance depends on the existing relationships and the issues to be resolved.

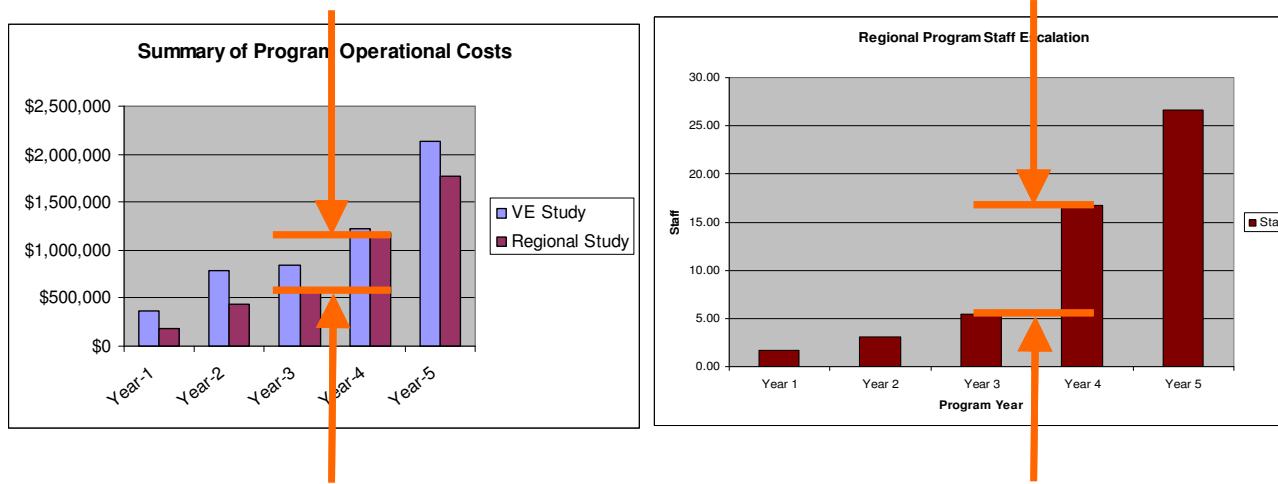
4.0 Conclusions and Recommendations

In conclusion, HDR has conducted interviews with each individual member agency of the RSPG, completed a fully regional staffing and operational cost assessment, compared the fully regional program with the individual programs recommended with the Draft Plan and VE Study, and provided an implementation road map to comply with NPDES Phase II and construct a regional program. In analyzing the operational costs for the program, it appears that fully regionalizing the NPDES Phase II stormwater program is beneficial and the most cost efficient for the member agencies of the RSPG.

Based on the identified cost savings, this report recommends a continued effort in developing a regional stormwater program and the initiation of a regional funding study to allocate regional program costs and develop individual contribution requirements for the fully regional program. Assuming that the funding allocation is equitable to all members, inter-local agreements should be drafted amongst the member agencies to address the immediate tasks and elements of the NPDES Phase II program for regional completion. Current stormwater program efforts should be maintained or enhanced as recommended by the elements within this study to prepare for regionalizing the stormwater program.

The regional stormwater program lead agency will be required to invest time, resources, and staff in order to function properly. This investment will require a commitment from the member agencies to participate in the regional stormwater program as the program is developed over the five years of the permit. To mitigate risk for all member agencies in the RSPG, HDR recommends the RSPG proceed in a phased approach that splits the 5-yr permit into the first three years and the last two years.

The regional program has significant staffing and operational cost increases between years three and four as shown in the figures below.



Under the phased implementation approach, member agencies would commit to participation in the regional stormwater program for the initial three years, as the foundation for the regional program is developed and funding and program costs are finalized. The regional effort is projected to experience its largest cost savings in the first three years of the permit.

In the third year, member agencies will need to make a decision on whether they will remain fully or partially involved with the regional group. The member agency may elect to be regional for some of the BMPs and individual on others. The following schematic describes the general decision making process with major action items for the program.

Recommended Implementation

	Decision	Action
Year 1	<ul style="list-style-type: none"> •3 year decision for Regional •Individual vs Regional Permit •When does UIC become regional 	<ul style="list-style-type: none"> •Funding Study and develop cost allocations •Negotiate 3 year ILAs for year 1-3 •Utility Rate Implementation at Member Level •Begin Regional Staffing
Year 2		<ul style="list-style-type: none"> •Ordinance & NPDES program development (illicit discharge, public participation, website, etc.) •Regional Design Standards
Year 3	<ul style="list-style-type: none"> •Will Member continue regional for years 4&5? •Individual vs Regional Permit 	<ul style="list-style-type: none"> •Ordinance & NPDES program development (O&M, Pre&Post Construction inspection & plan review, etc.) •Negotiate 2 year ILAs for year 4-5
Year 4		<ul style="list-style-type: none"> •Escalate Regional Staffing for reviewers, inspectors, and maintenance
Year 5	<ul style="list-style-type: none"> •Member decision to stay in regional program 	<ul style="list-style-type: none"> •Fully Regional Program Staffed •Fully Regional Program Implemented •Begin reviewing next permit

Appendices

A – Cost and Staffing Calculations

B – Example of Inter-local Government Agreements (IGA)

C – City of Sunnyside Individual Program Cost Breakdown

Appendix A **Cost and Staffing Calculations**

The following regional program estimation tables were used to generate the regional program cost comparisons for Section 2.3. The regional program was estimated with program monitoring and record keeping included with each BMP. The Draft Plan and subsequent VE Study had separated program monitoring and record keeping out as a separate task. In order to accurately compare the costs of the regional program with the Draft Plan and VE Study in Section 2.3, the staff time and cost associated with regional program monitoring and record keeping were shown as an individual regional program cost and not included as a cost under each BMP. Therefore, the BMP costs in the following tables may appear higher than the costs shown in Section 2.3 summary tables, however, the total regional program cost is equal.

Hourly Rates	YEAR 1						YEAR 2						YEAR 3					
	SW Prog. Manager \$54	Engineer \$48	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Engineer \$48	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Engineer \$48	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses
General NPDES Requirements																		
Permit Application and Annual Permit Fee	80	60	40	25	\$8,988	\$14,500					\$0	\$14,500					\$0	\$14,500
					\$0						\$0						\$0	
Total	80	60	40	25	\$8,988	\$14,500	0	0	0	0	\$0	\$14,500	0	0	0	0	\$0	\$14,500

Hourly Rates	YEAR 4					YEAR 5						
	SW Prog. Manager \$54	Engineer \$48	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Engineer \$48	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses
General NPDES Requirements												
Permit Application and Annual Permit Fee					\$0	\$14,500					\$0	\$14,500
					\$0						\$0	
Total	0	0	0	0	\$0	\$14,500	0	0	0	0	\$0	\$14,500

Hourly Rates	YEAR 1						YEAR 2						YEAR 3						
	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	
Regional Program																			
Coordination and Administration	360	160			\$23,234		360	160			\$23,234		360	160			\$23,234		
					\$0						\$0						\$0		
Total	360	0	160	0	\$23,234	\$0	360	0	160	0	\$23,234	\$0	360	0	160	0	\$23,234	\$0	

Hourly Rates	YEAR 4					YEAR 5						
	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses
Regional Program												
Coordination and Administration	360	160			\$23,234	\$0	360	160			\$23,234	\$0
Total	360	0	160	0	\$23,234	\$0	360	0	160	0	\$23,234	\$0

Hourly Rates	YEAR 1						YEAR 2						YEAR 3						
	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	
Public Education and Outreach																			
BMP 2A: Education & Outreach Strategy					\$0						\$0			100		24		\$5,977	\$1,000
BMP 2B: General Public Information					\$0						\$0							\$0	
BMP 2C: Targeted Brochure					\$0						\$0							\$0	
BMP 2D: Storm Drain Stenciling					\$0						\$0							\$0	
BMP 2E: Classroom Education					\$0						\$0							\$0	
BMP 2F: Work with Volunteers					\$0						\$0							\$0	
BMP 2G: Speakers Bureau					\$0						\$0							\$0	
BMP 2H: Public Service Announcements					\$0						\$0							\$0	
BMP 2I: Stormwater Display					\$0						\$0							\$0	
BMP 2J: Stormwater Web Site					\$0						\$0							\$0	
BMP 2K: Monitoring and Reporting	40	60			\$3,566	\$500	40	60			\$3,566	\$200	40	40			\$3,100	\$200	
Total	40	0	60	0	\$3,566	\$500	40	0	60	0	\$3,566	\$200	140	0	64	0	\$9,077	\$1,200	

Hourly Rates	YEAR 4						YEAR 5					
	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses
Public Education and Outreach												
BMP 2A: Education & Outreach Strategy	100	160	24	40	\$13,825	\$2,000	80				\$3,238	
BMP 2B: General Public Information					\$0		20	240	40	40	\$13,101	\$8,000
BMP 2C: Targeted Brochure					\$0		40	200	40	80	\$13,938	\$10,000
BMP 2D: Storm Drain Stenciling					\$0						\$0	
BMP 2E: Classroom Education					\$0						\$0	
BMP 2F: Work with Volunteers					\$0		80	160	40		\$11,742	\$4,000
BMP 2G: Speakers Bureau					\$0						\$0	
BMP 2H: Public Service Announcements					\$0						\$0	
BMP 2I: Stormwater Display					\$0						\$0	
BMP 2J: Stormwater Web Site					\$0					40	\$1,372	\$300
BMP 2K: Monitoring and Reporting	40	80	120		\$8,202	\$200	40	80	120	40	\$9,574	\$500
Total	140	240	144	40	\$22,027	\$2,200	180	760	240	200	\$52,966	\$22,800

Hourly Rates	YEAR 1						YEAR 2						YEAR 3						
	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	
Public Involvement / Participation																			
BMP 3A: Public Review/Public Meetings	100	12	20	\$6,384	\$3,000	100	12	20	\$6,384	\$1,000	80	12	20	\$5,300	\$1,000				
BMP 3B: Distribute news releases				\$0					\$0					\$0					
BMP 3C: RSPG Advisory Meetings	60	8	20	\$4,123	\$500	60	8	20	\$4,123	\$500	60	8	20	\$4,123	\$500				
BMP 3D: SWMP Available on Web Site				\$0			8		20		\$1,120		8		16	\$982			
BMP 3K: Monitoring and Reporting	40	60		\$3,566	\$500	40	60		\$3,566	\$200	40	40		\$3,100	\$200				
Total	200	0	80	40	\$14,073	\$4,000	208	0	80	60	\$15,193	\$1,700	188	0	60	56	\$13,506	\$1,700	

Hourly Rates	YEAR 4						YEAR 5					
	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	SW Prog. Manager \$54	Public Inv. Specialist \$40	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses
Public Involvement / Participation												
BMP 3A: Public Review/Public Meetings	80		12	20	\$5,300	\$1,000	32	80	12	20	\$5,937	\$1,000
BMP 3B: Distribute news releases					\$0			40	8			\$1,805
BMP 3C: RSPG Advisory Meetings	60		8	20	\$4,123	\$500	40	40	8	20	\$4,659	\$500
BMP 3D: SWMP Available on Web Site	8			16	\$982			10		16		\$954
BMP 3K: Monitoring and Reporting	40		120		\$4,964	\$500	8	40	120	8	\$5,124	\$500
Total	188	0	140	56	\$15,371	\$2,000	80	210	148	64	\$18,479	\$2,000

Hourly Rates	Year 1								Year 2									
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	Equipment Cost
Illicit Discharge Detection																		
BMP 4A: Create System Map (1)	80		8	320		\$15,500	\$2,000			120		40		320	\$10,979	\$1,500		
BMP 4B: Illicit Discharge Ordinance	40		16			\$2,540	\$10,000			80	160	160		40	\$7,434	\$20,000		
BMP 4C: Illicit Discharge Plan	40		16			\$2,540									\$20,092			
BMP 4D: Inform Public and businesses						\$0									\$0			
BMP 4E: Program Evaluation						\$0									\$0			
BMP 4F: Training of IDDE Staff						\$0									\$0			
BMP 4G: Training of All Staff						\$0									\$0			
BMP 4H: Monitoring and Reporting	40		80			\$4,032	\$500			40		80		80	\$4,032	\$200		
Total	200	0	0	0	120	320	\$24,612	\$12,500	\$0	240	160	160	0	160	320	\$42,538	\$21,700	\$0

Hourly Rates	Year 3									Year 4								
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	Equipment Cost
Illicit Discharge Detection																		
BMP 4A: Create System Map (1)																		
BMP 4B: Illicit Discharge Ordinance																		
BMP 4C: Illicit Discharge Plan																		
BMP 4D: Inform Public and businesses																		
BMP 4E: Program Evaluation																		
BMP 4F: Training of IDDE Staff																		
BMP 4G: Training of All Staff																		
BMP 4H: Monitoring and Reporting																		
Total	184	360	160	0	160	400	\$51,794	\$5,900	\$0	136	480	680	1940	304	440	\$131,960	\$21,200	\$0

Hourly Rates	Year 5								
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Expenses	Equipment Cost
Illicit Discharge Detection									
BMP 4A: Create System Map (1)					320		\$10,979	\$200	
BMP 4B: Illicit Discharge Ordinance							\$0		
BMP 4C: Illicit Discharge Plan	24	120	360	3600	40	80	\$117,708	\$20,000	
BMP 4D: Inform Public and businesses	24	80	40		40		\$7,848		
BMP 4E: Program Evaluation	24	80	80	40	40		\$10,655		
BMP 4F: Training of IDDE Staff	24	40	80	120	40		\$10,764	\$3,000	
BMP 4G: Training of All Staff	24	40	80	80	24		\$9,382		
BMP 4H: Monitoring and Reporting	16	120	80	80	120		\$15,004	\$1,000	
Total	136	480	720	3920	304	400	\$182,340	\$24,200	\$0

Hourly Rates	Year 1							Year 2								
	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost
Construction Runoff Control																
BMP 5A: Erosion & Sediment Ordinance	40			8		\$2,354	\$500		80			16		\$4,707	\$20,000	
BMP 5B: Review Site Plans (1)						\$0								\$0		
BMP 5C: Training Staff						\$0								\$0		
BMP 5D: Training for Const. Operators						\$0								\$0		
BMP 5E: Receive info from Public	8			8		\$620			8			8		\$620		
BMP 5F: Inspect Construction Sites (1)						\$0								\$0		
BMP 5G: Monitoring and Reporting	40			80		\$4,032	\$500		40			80		\$4,032	\$200	
Total	88	0	0	0	96	\$7,006	\$1,000	\$0	128	0	0	0	104	\$9,359	\$20,200	\$0

Hourly Rates	Year 3							Year 4								
	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost
Construction Runoff Control																
BMP 5A: Erosion & Sediment Ordinance	120			40		\$7,434	\$15,000		24	80	1050	175	350	\$0	\$58,835	\$2,000
BMP 5B: Review Site Plans (1)						\$0			24	40	20	80	40	\$7,640	\$1,000	
BMP 5C: Training Staff						\$0			40	20	20	10		\$3,006		
BMP 5D: Training for Const. Operators						\$0			24	20	20	40	40	\$5,313	\$500	
BMP 5E: Receive info from Public	40			40		\$3,100			40			1400		\$49,943		
BMP 5F: Inspect Construction Sites (1)		40		0		\$1,909										
BMP 5G: Monitoring and Reporting	40	40	80	160		\$10,148	\$500		40		40	80	120	\$9,216	\$1,000	
Total	200	40	40	80	240	\$22,591	\$15,500	\$0	112	220	1150	1785	550	\$133,953	\$4,500	\$0

Hourly Rates	Year 5						
	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses
Construction Runoff Control							
BMP 5A: Erosion & Sediment Ordinance						\$0	
BMP 5B: Review Site Plans (1)	24	80	2100	175	350	\$98,388	\$2,000
BMP 5C: Training Staff	24	40	20	80	40	\$7,640	\$1,000
BMP 5D: Training for Const. Operators		40	20	10		\$3,006	
BMP 5E: Receive info from Public	24	20	20	40	40	\$5,313	\$500
BMP 5F: Inspect Construction Sites (1)		40		2800		\$97,977	
BMP 5G: Monitoring and Reporting		40	40	80	120	\$9,216	\$1,000
Total	112	220	2200	3185	550	\$221,541	\$4,500
							\$0

Hourly Rates	Year 1							Year 2								
	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost
Post Construction Management																
BMP 6A: Ordinance & Design Standards	80			24		\$4,894	\$200		120	80		40		\$11,252	\$115,000	
BMP 6B: Site Plan Review						\$0								\$0	\$2,000	
BMP 6C: Site Inspection and Enforcement						\$0								\$0		
BMP 6D: Training						\$0								\$0		
BMP 6E: Info on Design Prof. Training	16			8		\$1,053			20			40		\$2,016		
BMP 6H: Monitoring and Reporting	40			80		\$4,032	\$500		40			80		\$4,032	\$200	
Total	136	0	0	0	112	\$9,979	\$700	\$0	180	80	0	0	160	\$17,300	\$117,200	\$0

Hourly Rates	Year 3							Year 4								
	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost
Post Construction Management																
BMP 6A: Ordinance & Design Standards	120			40		\$7,434	\$30,000		20	80	2100	175	175	\$0		
BMP 6B: Site Plan Review						\$0	\$2,000		80	120	350	1400	175	\$94,093	\$5,000	
BMP 6C: Site Inspection and Enforcement						\$0			40	80	40	100	40	\$75,360		
BMP 6D: Training						\$0	\$1,000		8	80		20	40	\$11,856	\$1,000	
BMP 6E: Info on Design Prof. Training	20			8		\$1,270			40	40	40	160	160	\$5,870		
BMP 6H: Monitoring and Reporting	40			80		\$4,032	\$200							\$14,802	\$1,000	
Total	180	0	0	128		\$12,736	\$33,200	\$0	188	400	2530	1855	590	\$201,981	\$7,000	\$0

Hourly Rates	Year 5							
	SW Prog. Manager \$54	Engineer \$48	Permit Reviewer \$38	Inspector \$34	Clerical Assistance \$23	Labor Cost	Expenses	Equipment Cost
Post Construction Management								
BMP 6A: Ordinance & Design Standards						\$0		
BMP 6B: Site Plan Review	20	80	4200	350	350	\$183,283	\$5,000	
BMP 6C: Site Inspection and Enforcement	80	120	350	2800	350	\$127,473		
BMP 6D: Training	40	80	40	100	40	\$11,856	\$1,000	
BMP 6E: Info on Design Prof. Training	8	80		20	40	\$5,870		
BMP 6H: Monitoring and Reporting	40	40	40	160	160	\$14,802	\$1,000	
Total	188	400	4630	3430	940	\$343,285	\$7,000	\$0

Hourly Rates	Year 1								Year 2									
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Projects & Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Projects & Expenses	Equipment Cost
Pollution Prevention and Good Housekeeping in Municipal Operations																		
BMP 7A: Develop O&M Plan	40			24			\$2,727			40	300	240	200	200		\$38,793	\$10,000	
Stormwater & Conveyance							\$0									\$0		
Roads, Highways, Parking							\$0									\$0		
Vehicle Fleets							\$0									\$0		
Municipal Buildings							\$0									\$0		
Parks & Open Space							\$0									\$0		
Construction Projects							\$1,084			20						\$1,084		
Industrial Activities	20						\$5,461			24	80					\$5,678		
Material Storage Areas							\$0									\$0		
Flood Management Projects							\$0									\$0		
Other Facilities							\$0									\$0		
Inspect Facilities							\$0									\$0		
BMP 7B: Training							\$0									\$0		
BMP 7K: Monitoring and Reporting	40			80			\$4,032	\$500		40			80			\$4,032	\$200	
Total	120	80	0	0	128	0	\$13,304	\$500	\$0	124	380	240	0	304	200	\$49,587	\$10,200	\$0

Hourly Rates	Year 3								Year 4									
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Projects & Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Projects & Expenses	Equipment Cost
Pollution Prevention and Good Housekeeping in Municipal Operations																		
BMP 7A: Develop O&M Plan	40	300	240	200	200	\$38,793	\$20,000			40	80	360	5520	80	20	\$0	\$163,981	\$5,000
Stormwater & Conveyance						\$0				40	40	200	3600	80	20		\$106,441	\$5,000
Roads, Highways, Parking						\$0				20	40	40	100				\$7,313	\$5,000
Vehicle Fleets						\$0				20	40	40	60		20		\$6,990	
Municipal Buildings						\$0				40							\$1,909	
Parks & Open Space						\$0												
Construction Projects	20	100	40			\$7,654				20	100	40					\$7,654	
Industrial Activities		120	40	120	40	\$12,857					120	40	120	40	40		\$12,857	
Material Storage Areas	20	160	40	200	40	\$17,868				20	160	40	200	40	40		\$17,868	
Flood Management Projects						\$0											\$0	
Other Facilities						\$0											\$0	
Inspect Facilities		80	40	160		\$9,652					80	40	160				\$9,652	
BMP 7B: Training	40	80	40	200	40	\$13,761	\$1,000			40	80	40	200	40			\$13,761	\$1,000
BMP 7K: Monitoring and Reporting						80	\$4,032	\$200		40	200	80	120	120	60		\$23,191	\$1,000
Total	160	840	440	680	400	280	\$104,618	\$21,200	\$0	240	980	920	10080	400	200		\$371,619	\$17,000
																	\$0	

Hourly Rates	Year 5							
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Projects & Expenses
Pollution Prevention and Good Housekeeping in Municipal Operations								
BMP 7A: Develop O&M Plan							\$0	
Stormwater & Conveyance	40	80	360	11040	80	20	\$303,251	\$5,000
Roads, Highways, Parking	40	40	200	7200	80	20	\$197,269	\$5,000
Vehicle Fleets	20	40	40	200			\$9,836	\$5,000
Municipal Buildings	20	40	40	120		20	\$8,504	
Parks & Open Space			40				\$1,909	
Construction Projects	20	100	40				\$7,654	
Industrial Activities		120	40	120	40	40	\$12,857	
Material Storage Areas	20	160	40	200	40	40	\$17,868	
Flood Management Projects			120		160		\$9,764	
Other Facilities		40	40	160			\$7,743	
Inspect Facilities			80	40	160		\$9,652	
BMP 7B: Training	40	80	40	200	40		\$13,761	\$1,000
BMP 7K: Monitoring and Reporting	40	200	80	120	120	60	\$23,191	\$1,000
Total	240	1140	960	19680	400	200	\$623,261	\$17,000
								\$0

Hourly Rates	Year 1								Year 2									
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Project & Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Project & Expenses	Equipment Cost
UIC Program																		
A1 Design Publications	Not Required - Adopt DOE Presumptive Guidelines						\$0									\$0		
A2 Register All New Public UIC	40	80		80	40		\$9,223	\$100		40	80		80	40		\$9,223	\$100	
A3 Adopt Local UIC Standards	Cost Eliminated						\$0									\$0		
A4 Operate New UICs with BMPs							\$0			100 600						\$19,631		
A5 Plan Review Site Insp. - New UIC	Redundant with other Activities						\$0									\$0		
A6 Dev. Regional Risk Based Approach	Not Required						\$0									\$0		
B1 Prepare SP3 for Municipal Site UIC	40	300		40	80		\$20,163	\$200		40	300	80		40	80	\$23,758	\$200	
B2 Integrate UIC into IDDE Ordinance							\$0			80	80		40			\$9,085	\$200	
B3 UIC Record Keeping	40	80	40		120	80	\$13,325	\$200		40	80	40		120	80	\$13,325	\$200	
B4 Start Field Mapping of UIC	Should be completed Prior to Joining Regional Body						\$0									\$0		
B5 Correct Hazard UIC conditions	Match Cost from Individual Programs						\$0									\$0		
B6 Dev. Regional Risk Based Approach	Not Required						\$0									\$0		
B7 Plan for Decom plan for problems							\$0			40	40	20		40		\$6,347	\$100	
B8 Register 1/3 to DOE							\$0			40	40					\$4,076	\$100	
B9 Begin Regional Risk Based Plan	Not Required						\$0									\$0		
B10 Begin UIC Retrofits - Non Structural	Not Required						\$0									\$0		
B11 Develop CIP for Structural Retrofits							\$0									\$0		
B12 Seek State Waste Discharge Permit	Not Required						\$0									\$0		
C1 UIC Equipment Fund	Redundant with other Activities						\$0									\$0		
C2 UIC Mapping Equipment Fund	Should be completed Prior to Joining Regional Body						\$0									\$0		
D1 UIC Repair/Replace Fund	Not Part of Regional Cost						\$0									\$0		
Total	120	460	40	0	240	200	\$42,711	\$500	\$0	280	620	240	600	280	240	\$85,445	\$900	\$0

Hourly Rates	Year 3								Year 4									
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Project & Expenses	Equipment Cost	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Project & Expenses	Equipment Cost
UIC Program																		
A1 Design Publications							\$0									\$0		
A2 Register All New Public UIC	8	80		80	40		\$7,489	\$100		8	60		60	40		\$6,068	\$100	
A3 Adopt Local UIC Standards							\$0									\$0		
A4 Operate New UICs with BMPs			160	1000			\$32,419					220	1400			\$45,207		
A5 Plan Review Site Insp. - New UIC							\$0									\$0		
A6 Dev. Regional Risk Based Approach							\$0									\$0		
B1 Prepare SP3 for Municipal Site UIC	40	300		40	80		\$20,163	\$200		40	300		40	80		\$20,163	\$200	
B2 Integrate UIC into IDDE Ordinance	40						\$2,167									\$0		
B3 UIC Record Keeping	40	80	40		120	80	\$13,325	\$200		40	80	40		120	80	\$13,325	\$200	
B4 Start Field Mapping of UIC							\$0									\$0		
B5 Correct Hazard UIC conditions							\$0									\$0		
B6 Dev. Regional Risk Based Approach							\$0									\$0		
B7 Plan for Decom plan for problems	80	400		40	400		\$38,083	\$30,000		80	400		40	120		\$28,476	\$1,000	
B8 Register 1/3 to DOE	40	400	400		80	40	\$42,468	\$1,000		40	400	400		80	40	\$42,468	\$1,000	
B9 Begin Regional Risk Based Plan							\$0									\$0		
B10 Begin UIC Retrofits - Non Structural							\$0									\$0		
B11 Develop CIP for Structural Retrofits	40	300			300		\$26,779	\$30,000		80	400		40	400		\$38,083	\$2,000	
B12 Seek State Waste Discharge Permit							\$0									\$0		
C1 UIC Equipment Fund							\$0									\$0		
C2 UIC Mapping Equipment Fund							\$0									\$0		
D1 UIC Repair/Replace Fund							\$0									\$0		
Total	288	1560	600	1000	360	940	\$182,894	\$61,500	\$0	288	1640	660	1400	380	760	\$193,790	\$4,500	\$0

Hourly Rates	Year 5								
	SW Prog. Manager \$54	Engineer \$48	Maint. Supervisor \$45	Maint. Personnel \$25	Clerical Assistance \$23	Tech. \$34	Labor Cost	Project & Expenses	Equipment Cost
UIC Program									
A1 Design Publications							\$0		
A2 Register All New Public UIC	8	60		60	40		\$6,068	\$100	
A3 Adopt Local UIC Standards							\$0		
A4 Operate New UICs with BMPs			280	1800			\$57,994		
A5 Plan Review Site Insp. - New UIC							\$0		
A6 Dev. Regional Risk Based Approach							\$0		
B1 Prepare SP3 for Municipal Site UIC	40	300		40	80		\$20,163	\$200	
B2 Integrate UIC into IDDE Ordinance							\$0		
B3 UIC Record Keeping	40	80	40	120	80		\$13,325	\$200	
B4 Start Field Mapping of UIC							\$0		
B5 Correct Hazard UIC conditions							\$0		
B6 Dev. Regional Risk Based Approach							\$0		
B7 Plan for Decom plan for problems	80	400		40	120		\$28,476	\$1,000	
B8 Register 1/3 to DOE	40	400	400	80	80		\$43,841	\$1,000	
B9 Begin Regional Risk Based Plan							\$0		
B10 Begin UIC Retrofits - Non Structural							\$0		
B11 Develop CIP for Structural Retrofits	80	400		40	120		\$28,476	\$2,000	
B12 Seek State Waste Discharge Permit							\$0		
C1 UIC Equipment Fund							\$0		
C2 UIC Mapping Equipment Fund							\$0		
D1 UIC Repair/Replace Fund							\$0		
Total	288	1640	720	1800	380	520	\$198,344	\$4,500	\$0

Appendix B

Example of Inter-Local Government Agreements (ILAs)

Appendix B –

The White Paper report (October, 2002) completed for the RSPG provides many examples of ILAs and provides also provides additional information about the ILA formation process used in each jurisdiction through questionnaires from these agencies.

As an additional example, HDR has included another ILA from the Rogue Valley sewer service and Central Point. This is a typical ILA format used with other cities in the Rogue Valley regional plan.

INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF CENTRAL POINT AND
ROGUE VALLEY SEWER SERVICES

RVS

APR 28 2004

THIS AGREEMENT is made and entered into as of the 22nd day of April, 2004, between the **City of Central Point**, a municipal corporation of the State of Oregon, hereinafter referred to as "City," and **Rogue Valley Sewer Services, (RVS)**, formerly Bear Creek Valley Sanitary Authority, a municipal corporation and county service district, hereinafter referred to as "RVS."

WHEREAS RVS organized under ORS 450, has the legal authority for the sanitary sewerage and storm water (surface water) management programs within its boundaries consistent with relevant laws; and

WHEREAS the City has authority to operate and maintain surface water management systems and many other services as provided for under its charter and relevant laws; and

WHEREAS RVS and City have enjoyed a strong and effective partnership over more than three decades since RVS's formation. This partnership has greatly enhanced protection of public health and the environment and has been the foundation of economic growth. Collaboration built through communication must remain as its cornerstone. Accordingly, RVS and the City commit to cooperatively and openly engage each other in the timely discussion of topics of interest to the other party; and

WHEREAS, City and RVS have the authority to enter into contracts for the cooperative operation of service facilities under ORS Chapter 190; and

WHEREAS, City and RVS anticipate sizable cost savings through the cooperation outlined in this agreement. It is anticipated that this Agreement may periodically require updating or modification by agreement of the parties; and

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

Section 1. Definition of Terms

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

A. Area of Geographic Responsibility means the city limits, unless otherwise indicated in the area set forth in the map attached as Exhibit A as may be amended.

- B. BMP means Best Management Practices
- C. Board means the Board of Directors of RVS, its governing body.
- D. Chief Executive Officer, CEO, means the City official responsible for managing the day-to-day business affairs of City.
- E. Council, means the City Council, governing body of City.
- F. Operation and Maintenance means the regular performance of work and corrective measures taken to repair facilities.
- G. Person means the State of Oregon, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- H. Program Funding means the revenues made available to City through Section 4. of this Agreement to follow the adopted Water Quality work programs and performance standards.
- I. Rates and Charges as defined in RVS's "Rates and Charges" Ordinance as may be amended.
- J. Performance Standards means the standards and conditions of use of the storm and surface water system as specified and adopted by RVS. Performance standards also shall mean applicable statutes and rules of the United States and the State of Oregon.
- K. Storm and Surface Water System means any combination of storm and surface water quality treatment facilities, pumping or lift facilities, storm drain pipes and culverts, open channels, creeks and rivers, force mains, laterals, manholes, catch basins and inlets, grates and covers, detention and retention facilities, laboratory facilities and equipment, and any other publicly owned facilities for the collection, conveyance, treatment and disposal of storm and surface water comprising the total Storm and Surface Water System within RVS's jurisdiction, to which sanitary sewage flows are not intentionally admitted.
- L. Water Quality Management means the oversight of storm and surface water quality management practices and construction practices that affect surface and storm water quality.
- M. Water Quality Work Program means a *program* adopted by RVS, after receiving, and considering for adoption, input from City, defining the activities necessary to implement BMP's for water quality management.

Section 2. Transfer of Responsibility

The purpose for this Agreement is for the City to transfer the overall responsibility and authority for storm and surface water quality management to RVS with certain responsibilities given back to the City as specified in this document.

A. Division of Responsibilities

1. RVS delegates to and contract with the City to perform specific functions. The responsibilities of RVS and City are defined in the this Section and A Appendix A. Exhibit A is a map showing boundaries of responsibility between RVS and City and is hereby made a part of Appendix A and incorporated into this Agreement.
2. All functions relating to the subject matter of this Agreement not specifically listed in this Section or Appendix A as being the responsibility of City shall remain the responsibility of RVS.

Section 3. Determination of Programs, Rules, Policies and Standards

RVS is responsible for the water quality management of storm and surface water systems within City's boundary, and is the designated permittee who shall obtain and enforce timely compliance with relevant federal and delegated state Clean Water Act permits for storm water. RVS, after receiving, and considering for adoption, input from City, shall adopt performance standards, water quality work programs, and performance criteria for the proper and effective operation of City's storm and surface water systems to comply with state and federal permits, laws and regulations associated with storm water quality. In addition, RVS, after receiving, and considering for adoption, input from City, shall have the authority to make changes to its work programs and performance Standards. Any such changes to work programs and performance standards that the Board determines are required by state and/or federal permits or regulations will become effective 90 days from the date of notice to City by RVS or as mutually agreed to. Any changes to Water Quality Work Programs and performance standards, not required by state and/or federal permits and regulations, shall be mutually agreed to by RVS and City before they become effective. Proposed changes not required by state and /or federal permits and regulations should be communicated between RVS and City on or before September 30th of the year before they are to be implemented in order to allow RVS and City to budget appropriately for the following fiscal year.

- A. City agrees to follow and enforce the Performance Standards, Water Quality Work Programs and performance criteria promulgated by RVS. City further agrees to notify RVS of apparent violations of the subject Performance Standards, Water Quality Work Programs and performance criteria of which it has knowledge, and which may require legal action or enforcement by RVS.
- B. City agrees to work cooperatively with RVS to mutually develop and adopt Storm

Drain Construction Standards and Specifications which will be complimentary to, and assist in, the implementation and enforcement of said Water Quality Work Programs and Performance Standards.

- B. RVS agrees to work cooperatively with City to mutually develop and adopt Storm Drain Construction Standards and Specifications which will be complimentary to, and assist in, the implementation and enforcement of said Water Quality Work Programs and Performance Standards.
- C. Procedure for Modifying the Division of Responsibilities
 - 1. Responsibilities defined in this Section and Appendix A may be modified from time to time with approval in writing by the CEO and the RVS manager.
 - 2. Responsibilities defined in this Section and Appendix A may be modified after mutual agreement with City and determining the change is necessary to comply with state and/or federal permits, laws and/or regulations. RVS shall not change the scope of City responsibilities without mutual agreement with City unless there is a change in the Water Quality Work Program or funding or unless City has failed to correct any identified instances of nonperformance related to said Performance Standards, Water Quality Work Program, or state and/or federal permits, laws and/or regulations.
 - 3. Upon reasonable notice from City to RVS, RVS shall assume responsibility for any portion of the program defined in this Section and Appendix A. Reasonable notice shall be at least six (6) months, unless mutually agreed to in writing by RVS and City. Corresponding adjustments to the revenue allocation shall be made at the same time to reflect the change in responsibility upon implementation of such changes. City shall be responsible for correcting or paying to have corrected any deficiencies in the system resulting from non-performance of the programs under its responsibility.
 - 4. If City responsibilities are not performed in a timely manner and RVS determines that such tasks must be performed, RVS may, at its sole discretion after consulting with the CEO, perform such tasks and subtract the cost from fees otherwise due to the City.
 - 5. The responsibilities defined in Appendix A and responsibility boundaries defined in Exhibit A are changed due to City annexations at the end of the fiscal year, unless otherwise agreed.

D. Additional City Responsibilities

1. Require persons who are proposing 'development', as defined in the RVS's Design and Construction Standards Resolution, to obtain a Service Provider Letter from RVS.
2. The appropriate portions of all development applications affecting storm or surface water shall be forwarded to RVS including any addition, modification, construction, or reconstruction (other than repairs) of the publicly-owned storm and surface water system. RVS will review these drawings to assure conformance with the DEQ permit and RVS water quality requirements Performance Standards, Water Quality Work Program, and mutually developed construction standards and specifications. City shall not approve construction or issue permits for such work until it receives notification of RVS approval. RVS shall complete its reviews within 15 working days from its receipt of complete construction drawings
3. Allow RVS access at any reasonable time upon reasonable notice to inspect and test storm and surface water facilities within City and City Area of Geographic Responsibility.
4. RVS may, from time to time, with permission from City, install storm and surface water facilities in public streets. In such cases, City will allow said installation without imposing permit issuance fees, but only to the same extent that City waives such fees for itself, and provided that RVS shall adhere to conditions and recommendations outlined in City's Storm Water Master Plan, said mutually agreed to construction standards and specifications, and any conditions required pursuant to ORS 451.550(6)
5. To pursue, when City deems feasible and appropriate, the conversion of storm and surface water facilities from private to public ownership, through the acquisition for easements and other property rights as necessary, for those privately owned storm and surface water facilities which are identified and mutually agreed to as being necessary or appropriately a part of the public Storm and Surface Water system.

Section 4. Determination and Division of Revenue; Operating Procedures and Rules Relating to Revenue

- A. After consultation between City and RVS staff, the RVS Board shall determine and certify annually the monthly service charge and any future system development charge necessary to implement the Water Quality Management Program and Performance Standards. The City may impose additional charges as allowed in Section 4.C.3.

- B. After consultation between City and RVS staff, the RVS Board shall determine and certify annually the storm and surface water system portion of the monthly service charge and any future system development charge to be paid to the City for performance of the functions defined in this Agreement.
- C. Operating Procedures Relating to Revenue
 - 1. City may charge and collect a service charge or system development charge at a higher rate per DUE and ESU than that set by RVS when the City determines it is needed for the local City system. Such additional charge shall be consistent with the services provided by City and with applicable federal rules.
 - 2. City and RVS shall each establish separate accounts for the purpose of accounting for service charges and systems development charges collected and received pursuant to the Agreement.
 - 3. City or RVS may at any reasonable time upon reasonable notice inspect and audit the books and records of the other with respect to matters within the purview of the Agreement.
 - 4. City and RVS shall each prepare and submit to each other a performance report of the storm and surface water functions for which each is responsible. After consultation with City, RVS will specify the requirements, frequency and content of the performance report.
 - 5. Interest may accrue on late monthly payments to the other party as specified in Section 4.C.1 at a rate of 1.25 times the monthly Local Government Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.

Section 5. Administrative and Operating Provisions

- A. Each party shall obtain and maintain in full force and effect for the term of this agreement, at its own expense, comprehensive general liability and automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the party, and the other party, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary policies, issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in ORS 30.260 to 30.300, whichever is greater. If either party is unable to obtain insurance as required by this sentence, the parties shall

cooperate on amending this Section to require types and levels of insurance that are available. The certificates shall provide that the other party will receive thirty (30) days' written notice of cancellation or material modification of the insurance contract at the address listed below. Each party shall provide certificates of insurance to the other party prior to the performance of any obligation under this agreement. If requested, complete copies of insurance policies shall be provided to the other party. Each party shall be financially responsible for their own deductibles, self-insurance retentions, self-insurance, or uninsured risks.

- B. This agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property or the environment on account of or rising out of the operation of this Agreement, by the indemnifying party, including the performance or non-performance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement. Inability to perform an activity or to properly perform because of insufficient funding from RVS is not a negligent act or omission or willful misconduct of the party charged with the activity. Performance of any activity in compliance with the Work Program and Performance Standards as adopted by RVS is not a negligent act or omission or willful misconduct.
- C. RVS and City acknowledge that RVS may receive notices of violation or fines from state or federal agencies for violations of state or federal rules. As the permittee and the entity that establishes standards and controls payment, RVS shall be responsible for responding to notices of violations and for payment of all fines. RVS shall invite the City to participate in any discussions with state and federal agencies regarding notices of violation involving City actions or responsibility. City will cooperate with RVS in the investigation and response to any notice of violation involving actions relating to actions or responsibilities of the City. If a fine is imposed, City shall reimburse RVS to the extent that the fine results from non-performance of adopted programs or non-compliance with RVS, state, or federal rules or policies by the City and those acting on behalf of the City. If possible, the City shall reimburse RVS prior to the date due for payment of the fine. If more than one party is responsible, the City's responsibility for reimbursement payment will be allocated based on the degree of responsibility and degree of fault of the City. Disputes over the amount of reimbursement shall be resolved by the dispute resolution process set out in Section 6 of this Agreement.
- D. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of City, nor as a delegation or limitation of the statutory powers of RVS. This Agreement shall not limit any right or remedy

available to City or RVS against third parties arising from illegal acts of such third parties.

E. Where this Agreement calls for review or approval of a fee or charge, RVS shall perform such review in a timely manner, shall not unreasonably withhold approval, and shall provide its decision to City in writing. If, within 30 days of written request by City for approval by RVS, RVS has failed to provide a written response, the request shall be deemed approved.

Section 6. Dispute Resolution; Remedies

A. In the event of a dispute between the parties regarding their respective rights and obligations pursuant to this Agreement, the parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the parties shall be as follows:

1. Step 1. Upon failure of those individuals designated by each party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's Chief Executive Officer and RVS's General Manager, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's Chief Executive Officer and RVS's General Manager, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representative. If not resolved in 30 days, this issue may be taken to Step 2.
2. Step 2. In the event a dispute cannot be resolved at Step 1, the parties shall submit the matter to mediation. The parties shall attempt to agree on a mediator. In the event they cannot agree, the parties shall request a list of five (5) mediators for the American Arbitration Association, or such other entity or firm providing mediation services to which the parties may further agree. Unless the parties can mutually agree to a mediator from the list provided, each party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees thereof. If the issue is resolved at this step, a written termination of such resolution shall be signed by both parties. Resolution of an issue at this step requires concurrence by both parties.
3. Step 3. If any dispute is not settled in Step 2, either party may request binding arbitration. The parties shall agree on an arbitrator, who shall be an attorney licensed to practice law in Oregon (or retired)

or a retire Oregon judge, to resolve the dispute within ten days. If they are unable to agree on a arbitrator within that time, then each party shall appoint an arbitrator. The two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten days of the choosing of the prior arbitrator , then either party may apply to the presiding judge of the judicial district of Jackson County to appoint the required arbitrator. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in Jackson County. Costs of a single or any third arbitrator shall be shared equally by the parties. Each party shall pay their own arbitrator. The arbitrators may allow discovery, as provided by Oregon law and may grant any remedy or relief which the arbitrators deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of any obligation created under the agreement, any interim or provisional relief that is necessary to protect the rights or property of the parties, or imposition of sanctions for abuse or frustrations of the arbitration process.

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

Section 7. Attorney Fees

In the event any party shall institute arbitration as set forth in this Agreement (or any other proceeding) against any other party to this Agreement, in any way arising out of, connected with or relating to this Agreement, the prevailing party in that arbitration (or any other proceeding) shall be entitled to recover, in addition to all other appropriate relief, the prevailing party's costs and reasonable attorney fees, incurred in that arbitration (or any other proceeding), said amount to be set by the arbitrator (or courts) before which the matter is tried, heard or decided.

Section 8. Modifications or Amendments

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

Section 9. Final Agreement/Merger

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

Section 10. Duration

This Agreement shall be perpetual unless terminated, as provided hereinbelow.

Section 11. Termination

Either party may terminate this Agreement for the reasons listed below. Since the main purpose of this agreement is for RVS to hold one regional DEQ permit for several agencies, DEQ shall be notified of any/all termination notices(s).

- A. If the other party materially defaults in the terms of this Agreement and such default continues for a period of more than thirty (30) days after written notice, specifying the nature of the default, being given by the non-defaulting party to the defaulting party. If the default cannot reasonably be cured within thirty (30) days, such default shall be a material breach if the breaching party fails with thirty (30) days of written notice to commence and pursue curative action with reasonable diligence.
- B. If the provisions of this Agreement become impracticable due to a change in the law or other changed circumstances, which did not exist at the time of the signing of this Agreement.
- C. After a period of five (5) years from the date of this Agreement, provided that written notice of termination is given to the other party (or parties) not less than ninety (90) days prior to the five (5) year anniversary to the Agreement, but not more than one hundred eighty (1800 days prior to the five (5) year anniversary date of the Agreement.

Section 12. Language; Headings

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

Section 13. Drafting; Construction

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

Section 14. Severability

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

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Council and RVS Board of Directors and is effective June 1, 2004.

CITY OF CENTRAL POINT,
OREGON

By Hank Williams
Mayor Hank Williams

ATTEST:

Deanna L. Segay
City Recorder

ROGUE VALLEY SEWER SERVICES
OF JACKSON COUNTY, OREGON

By Michael M. Panka
Chairman, Board of Directors

Chairman

APPENDIX A

SUMMARY OF RESPONSIBILITIES BETWEEN CENTRAL POINT AND RVS RELATING TO STORM WATER PHASE II

Rogue Valley Sewer Services will implement the NPDES permit programs as outlined in the permit application. The specific tasks described in the application will be performed either by RVS, the City, or by a combination of the two, as follows:

- 2.1 Develop a Stormwater Education and Outreach Strategy. Both RVS and the City will continue as members of the Stormwater Advisory Team (SWAT) to develop this program.
- 2.2 Stormwater Brochure for the General Public: RVS will be responsible for producing and distributing this brochure. The City will participate in the content development through the SWAT.
- 2.3 Targeted Stormwater Brochures: RVS will be responsible for producing and distributing this brochure. The City will participate in the content development through the SWAT.
- 2.4 Storm Drain Stenciling: The City will implement a storm drain stenciling program with the goal of stenciling 20% of all existing storm inlets per year.
- 2.5 Promote Water Quality Education with School Districts: This work will be done on a regional basis, coordinated by RVS.
- 2.6 Work with Volunteer Groups on Stormwater Education Projects: This work will be done on a regional basis coordinated by RVS.
- 2.7. Develop a Stormwater Speakers Bureau: This work will be done on a regional basis coordinated by RVS.
- 2.8 Create Stormwater Public Service Announcements: This work will be done on a regional basis coordinated by RVS.
- 2.9 Design a Stormwater Display: This work will be done on a regional basis coordinated by RVS.
- 2.10 Create a Stormwater Web Site: This work will be done on a regional basis coordinated by RVS.
- 3.1 Public Review/Public Meetings: This work will be done on a regional basis coordinated by RVS.
- 3.2 Distribute News Releases: This work will be done on a regional basis coordinated by RVS.

3.3 Stormwater Advisory Committee: The City and RVS will continue to participate in the Stormwater Advisory Committee to coordinate the regional stormwater quality effort.

4.1 Storm Sewer System Map: The City will continue to maintain the existing storm sewer system map and will provide RVS with regular updates of the map in electronic format.

4.2 Ordinance to Prohibit Non-Stormwater Discharges: RVS will develop an illicit discharge ordinance in cooperation with the City. The ordinance will be adopted by both RVS and the City.

4.3 Detect and Address Non-Stormwater Discharges: RVS will develop an illicit discharge plan and implement the plan as outlined in the permit proposal.

4.4 Conduct Field Inspections: RVS will be responsible for routine field inspections to locate illicit discharges. The City will notify RVS of any suspected illicit discharges discovered during other City operations.

4.5 Spill Response Plan: RVS will develop a spill response plan in cooperation with the City. The plan will include provisions for providing quick response by City staff to assist in containing a spill.

4.6 Plan for Enforcement Actions: An enforcement plan will be part of a comprehensive stormwater ordinance developed by RVS in cooperation with the SWAT. RVS will have final enforcement authority under the ordinance.

4.7 Train Municipal Staff on Spill and Illicit Discharge BMPs: RVS will develop and schedule training sessions to instruct staff on stormwater BMP's. The City will participate with these training sessions.

5.1 Adopt an Erosion and Sediment Control Ordinance: The City has already adopted a Sediment Control Ordinance. RVS will develop a regional sediment control ordinance using the City's ordinance as a model. The new ordinance will replace the City's existing ordinance.

5.2 Train Plan Reviewers and Field Inspectors: This work will be done on a regional basis coordinated by RVS.

5.3 Review Site Plans for Erosion and Sediment Controls: RVS will review plans for projects larger than 1 acre which require an NPDES 1200-C permit. The City will review plans for smaller projects.

5.4 Receive Information from Public: Public feedback regarding stormwater or sediment control will be directed to RVS. The City will participate by forwarding calls and complaints to RVS.

5.5 Inspect Construction Sites: RVS will inspect construction sites larger than 1 acre for compliance with the sediment control plan. The City will inspect smaller sites.

5.6 Provide Information on Training for Construction Operators: RVS will develop and schedule training sessions to instruct contractors on stormwater BMP's.

6.1 Ordinance Requiring Post-Construction Control: RVS will develop an illicit discharge ordinance in cooperation with the City. The ordinance will be adopted by both RVS and the City.

6.2 Develop a Plan to Address Post-Construction Runoff: RVSS will work with the City to develop a regional design manual for addressing stormwater issues. The manual will include construction-site erosion and sediment controls as well as design guidelines for post-construction water quality BMPs and runoff quantity control.

6.3 Training for Plan Reviewers and Field Inspectors: RVS will develop and schedule training sessions to instruct staff on stormwater BMP's. The City will participate with these training sessions.

6.4 Site Plan Review for Post-Construction BMPs: RVS will review construction plans for Post-Construction BMP's to protect stormwater quality. The City will continue review plans for compliance with its stormwater master plan to ensure that there is adequate capacity in the stormwater system.

6.5 Inspections of Structural Post-Construction BMPs: RVS will inspect the construction of structural BMP's to ensure that they are in compliance with the approved plans. RVS will make routine inspections of completed structural BMP's to ensure that they are working properly.

7.1 Operation and Maintenance Plan: RVS will work with the City to develop an Operation and Maintenance Plan which will ensure that the City's normal municipal operations do not adversely impact stormwater quality. The City will implement the plan and report annually to RVS the measures being taken in compliance with the plan.

7.2 Park and Open Space Maintenance: Maintenance of parks and open space will be addressed in the Operation and Maintenance Plan and will be performed by the City.

7.3 Vehicle and Equipment Washing: The City has already constructed a self-contained vehicle wash station. The City will continue to operate this facility in a manner consistent with the Operation and Maintenance Plan.

7.4 New Construction and Land Disturbances: The City and RVS will be required to obtain a 1200-C or 1200-CA permit for all public improvements which disturb more than 1 acre. The City and RVS will comply with all other applicable stormwater and sediment control ordinances.

7.5 Dust Control Practices: The erosion and sediment control ordinance described in Section 5.1 will include dust control practices. The City and RVS will comply with these controls when constructing public works projects.

7.6 Stormwater System Maintenance: The City will flush and clean the storm drains and catch basins on an annual basis and will sweep streets on a routine schedule developed by the City public works department. RVS will conduct television inspections of the storm drains as part of the Illicit Discharge program.

7.7 Open Channels and Structural Stormwater Controls: The City will continue to maintain open channels within the public right-of-way and will require private property owners to maintain the channels that are on their property.

7.8 Road, Highway and Parking Lot Maintenance: The City will continue to follow the existing pollution control / good housekeeping practices to maintain roads and parking lots.

7.9 Flood Management Projects: The City will complete its Storm Drain Master Plan which will include measures for flood control. Any flood control measures implemented by the City will include water quality considerations.

7.10 Employee Training on O&M Implementation: RVS will develop and schedule training sessions to instruct staff on O&M Implementation. The City will participate with these training sessions.

In regards to Page 5, Section 4B of this Agreement, no fee will be paid to the City for the performance of the functions of this Agreement. The City will assess it's own fee as allowed by the Agreement.

EXHIBIT A – Central Point: No map is needed, the boundary is the city limits.

Appendix C
City of Sunnyside Individual Program Cost Breakdown

C.1 City of Sunnyside

The following cost breakdowns have not been reviewed by City staff and therefore are in Draft format. The individual program costs for the City of Sunnyside have been estimated from the information provided to HDR in the Staff interviews conducted for the Regionalization Analysis, comparing levels of effort determined from the other RSPG members in the VE Study, and from stormwater program experience with other municipalities of similar size and characteristics.

The following sub-sections detail the City of Sunnyside's stormwater program for each BMP similar to the format used in the VE Study for the other RSPG members. There is no comparison provided with the Draft Plan because the original RSPG Draft Plan did not include any analysis for the City of Sunnyside. Assumptions for each BMP are provided. For the UIC program, no program cost has been included. Information from the City of Sunnyside indicated that the City owned zero UIC facilities and due to the soil and infiltration characteristics of the City, would not allow them for the future.

The overall program summary is included in Table C.1.

Table C.1
Sunnyside - Summary of Program

	Cost per Year					5-year Costs VE Plan
	1	2	3	4	5	
General NPDES Requirements	\$5,600	\$2,600	\$2,600	\$2,600	\$2,600	\$16,000
Public Education and Outreach	\$0	\$0	\$5,000	\$4,000	\$5,000	\$14,000
Public Involvement	\$5,000	\$3,000	\$3,000	\$3,000	\$3,000	\$17,000
Illicit Discharge Program	\$0	\$9,000	\$19,000	\$35,500	\$38,500	\$102,000
Construction Site Runoff	\$1,000	\$500	\$8,500	\$25,500	\$33,500	\$69,000
Post Construction	\$500	\$20,500	\$5,500	\$41,500	\$40,500	\$108,500
Pollution Prevention	\$11,000	\$21,000	\$40,000	\$26,500	\$118,000	\$216,500
Monitoring and Record Keeping	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
UIC Program	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost per Year	\$43,100	\$76,600	\$103,600	\$158,600	\$261,100	\$643,000
<hr/>						
Implicit Program Requirements						
NPDES Equipment Funds	\$0	\$28,000	\$28,000	\$28,000	\$28,000	\$112,000
NPDES Capital Project Funds	\$0	\$90,000	\$90,000	\$90,000	\$90,000	\$360,000
Implement Stormwater Utility	\$45,000	\$29,000	\$29,000	\$29,000	\$29,000	\$161,000
Implement SW Develop. Permit Fees	\$0	\$15,000	\$9,000	\$9,000	\$16,000	\$49,000
Reserve	\$150,000	\$80,000	\$20,000	\$0	\$0	\$250,000
Total Cost per Year	\$238,100	\$318,600	\$279,600	\$314,600	\$424,100	\$1,575,000

C.1.1 BMP 2 - Public Education and Outreach

The Public Education and Outreach was estimated using the level of effort recommended for the City of Union Gap. The assumptions were appropriate given the population of the City, existing staff, and estimated size of program. This plan identifies \$9,000 over program years 3 and 4 to develop a Public Involvement and Outreach Strategy. In program year 5, the strategy will be implemented for \$5,000.

Table C.2
BMP 2 - PUBLIC EDUCATION AND OUTREACH

Activity	Draft Permit Required (2/15/06)	Year Complete	5-yr Cost	Program cost				
				1	2	3	4	5
BMP 2A: Education & Outreach Strategy	X	3	\$9,000			\$5,000	\$4,000	
BMP 2B: General Public Information	X	5	\$5,000					\$5,000
BMP 2C: Targeted Brochure	X	5	\$0					
BMP 2D: Storm Drain Stenciling			\$0					
BMP 2E: Classroom Education			\$0					
BMP 2F: Work with Volunteers								
BMP 2G: Speakers Bureau								
BMP 2H: Public Service Announcements								
BMP 2I: Stormwater Display								
BMP 2J: Stormwater Web Site								▼
BMP 2K: Monitoring and Reporting	X	3						

C.1.2 BMP 3 - Public Involvement

This plan is consistent with the intent for the rest of the RSPG by providing costs for two activities identified in the Model Program Guide for compliance in Public Involvement. In the VE Workshop, the VE Team agreed these two activities satisfied the minimum compliance requirements of the Draft Permit.

Table C.3
BMP 3 - PUBLIC INVOLVEMENT/PARTICIPATION

Activity	Draft Permit Required (2/15/06)	Year Complete	5-yr Cost	Program cost				
				1	2	3	4	5
BMP 3A: Public Review/Public Meetings	X	1	\$15,000	\$5,000	\$2,500	\$2,500	\$2,500	\$2,500
BMP 3B: Distribute news releases								
BMP 3C: Stakeholder advisory panel								
BMP 3D: SWMP Available on Web Site	X	2008	\$2,000		\$500	\$500	\$500	\$500
BMP 3K: Monitoring and Reporting	X	1						

- BMP 3A - Public Review/Public Meetings – Many of the items required to implement the overall program will need to be approved by the City Council and, therefore, these present opportunities to receive public input. The \$2,500 per year is time and expenses

for the stormwater coordinator to coordinate the public notification of upcoming meetings and to address any minor comments.

- BMP 3D – SWMP Available on Web Site –It is assumed the existing City web site will be used and the cost per year is to maintain the link to the SWMP.

C.1.3 BMP 4 - Illicit Discharge Program

This plan is consistent with the intent for the rest of the RSPG by providing costs outlined under 7 activities that corresponded to the requirements in the Draft Permit and the Model Program. In the VE Workshop, the VE Team agreed these activities satisfied the minimum compliance requirements of the Draft Permit.

Table C.4
BMP 4 - ILLICIT DISCHARGE DETECTION

Activity	Draft Permit Required (2/15/06)	Year Complete	5-yr Cost	Program cost				
				1	2	3	4	5
BMP 4A: Create System Map	X	3	\$45,000			\$15,000	\$15,000	\$15,000
BMP 4B: Illicit Discharge Ordinance	X	5	\$8,000		\$8,000			
BMP 4C: Illicit Discharge Plan	X	5	\$33,000			\$3,000	\$15,000	\$15,000
BMP 4D: Inform Public and businesses	X	5	\$4,000		\$1,000	\$1,000	\$1,000	\$1,000
BMP 4E: Program Evaluation	X	5	\$3,000					\$3,000
BMP 4F: Training of IDDE Staff	X	5	\$5,000				\$2,500	\$2,500
BMP 4G: Training of All Staff	X	5	\$4,000				\$2,000	\$2,000
BMP 4H: Monitoring and Reporting	X	5	\$0					

- BMP 4A – Create System Map – The level of effort is estimated from the area of the City and infrastructure data provided during the staff interview.
- BMP 4B – Illicit Discharge Ordinance – It is envisioned the City of Sunnyside would use the Ordinance developed by others to assist with the development of their ordinance. Therefore the cost is significantly reduced from developing an ordinance from scratch.
- BMP 4D – Inform Public and Businesses – \$1000 per year is consistent with the level of effort recommended for the other members of the RSPG. During the VE workshop, the VE Team decided to add cost to each year to provide staff with funds to inform the public, if necessary. The use of these funds will be identified in the development of the plan in year 3 and can be modified during the implementation of the program.
- BMP 4F and 4G – Training IDDE Staff and All Staff – The City of Sunnyside's cost is identified as \$2,500 for IDDE Staff and \$2,000 for all staff. It is assumed this cost covers one IDDE staff for three days training plus expenses and \$2000 would provide time to train other City staff.

C.1.4 BMP 5 - Construction Site Runoff

This plan outlines costs under 6 activities that corresponded to the requirements in the Draft Permit and the Model Program. In the VE Workshop, the VE Team agreed these activities satisfied the minimum compliance requirements of the Draft Permit.

Table C.5
BMP 5 - CONSTRUCTION RUNOFF CONTROL

Activity	Draft Permit Required (2/15/06)	Year Complete	5-yr Cost	Program cost				
				1	2	3	4	5
BMP 5A: Erosion & Sediment Ordinance	X	3	\$8,000			\$8,000		
BMP 5B: Review Site Plans	X	4	\$24,000				\$12,000	\$12,000
BMP 5C: Training Staff	X	5	\$4,000				\$2,000	\$2,000
BMP 5D: Training for Const. Operators	X	1	\$3,000	\$1,000	\$500	\$500	\$500	\$500
BMP 5E: Receive info from Public	X	5	\$2,000				\$1,000	\$1,000
BMP 5F: Inspect Construction Sites	X	5	\$28,000				\$10,000	\$18,000
BMP 5G: Monitoring and Reporting	X	5	\$0					

- **BMP 5A – Erosion and Sediment Ordinance** – It is envisioned the City of Sunnyside would use the Ordinance developed by others to assist with the development of their ordinance. Therefore, the cost is significantly reduced from developing an ordinance from scratch.
- **BMP 5B – Review Site Plans** – This activity in the stormwater plan begins in year 4. The cost of \$300 per review (8 hours with County wage rates). It was estimated the City of Sunnyside might get up to 40 reviews per year.
- **BMP 5C – Training Staff** – This plan estimates one reviewer and one inspector for 2-day training.
- **BMP 5D – Training for Construction Operators** – This effort is simply providing local contractors information on upcoming erosion control training and workshops. The cost for this effort was identified as \$1,000 the first year and \$500 each following year. The City's stormwater coordinator is to track upcoming courses and provide this information to contractors via the web site, handouts at the plan review desk or sending the information to the Home Builder's Association.
- **BMP 5E – Receive Information from the Public** – After the erosion control ordinance is adopted and the City begins inspecting erosion control on construction sites, a system will need to be developed to track the permits and complaints. In year three, a phone number will be posted and circulated encouraging residents to report construction sites where erosion is occurring. The cost for this effort is to provide the phone line and the person to track and follow-up on the complaints. The phone line does not have to be dedicated to this one mission and, therefore, it can be part of a general stormwater reporting line or information line. The tracking will involve receiving and documenting the phone call, having an inspector go to the site and develop corrective measures, inspecting whether the measures were implemented, and documenting the whole process.

- BMP 5F – Inspect Construction Sites – The inspection of construction sites can be performed using existing grading and construction inspectors trained in erosion control or by hiring or dedicating an inspector to erosion control. It is assumed the City of Sunnyside will use existing inspectors for this work. The start of the inspection is required in year 4. The inspection cost is estimated at \$10,000 in year 4 and 5. The cost of inspection will be shared with training, record keeping and other inspections including post construction BMPs under BMP #6.

C.1.5 BMP 6 - Post Construction

This plan outlines costs under 5 activities that corresponded to the requirements in the Draft Permit and the Model Program. In the VE Workshop, the VE Team agreed these activities satisfied the minimum compliance requirements of the Draft Permit.

Table C.6
BMP 6 - POST CONSTRUCTION MANAGEMENT

Activity	Draft Permit Required (2/15/06)	Year Complete	5-yr Cost	Program cost				
				1	2	3	4	5
BMP 6A: Ordinance & Design Standards	X	3	\$25,000		\$20,000	\$5,000		
BMP 6B: Site Plan Review	X	4	\$36,000				\$18,000	\$18,000
BMP 6C: Site Inspection and Enforcement	X	4	\$40,000				\$20,000	\$20,000
BMP 6D: Training	X	4	\$5,000				\$3,000	\$2,000
BMP 6E: Info on Design Prof. Training	X	5	\$2,500	\$500	\$500	\$500	\$500	\$500
BMP 6H: Monitoring and Reporting	X	5	\$0					

- BMP 6A – Stormwater Ordinance and Design Standards – The development of the ordinance occurs in program years 2 and 3. As with previous BMPs, it is assumed that Sunnyside will use the ordinance developed by others to develop an ordinance for the City. The cost for this effort was significantly reduced to \$5,000 in year 3. This plan provides \$20,000 of money towards the development of design standards. It is anticipated that Sunnyside will use the design standards developed by either the City of Yakima or County as a starting point and adapt them for the City.
- BMP 6B – Site Plan Review – This effort begins in year 4. The cost of \$450 per review (12 hours with County wage rates). It was estimated the City of Sunnyside might get up to 40 reviews per year.
- BMP 6C – Site Inspection and Enforcement – This effort begins in year 4. The \$20,000 per year is the additional inspection activity required with the new design standards.
- BMP 6D – Training – This is training for the inspector and reviewer. The cost has assumed there will be 3 days of training for each the reviewer and inspector with expenses in year 4. Following years will have 2 days training for each with expenses. This training will be in addition to the erosion control training in BMP #5.
- BMP 6E – Information on Design Professional Training – This is a minimum effort of providing design professionals information on the new stormwater design standards. The

\$500 a year was cost for attending meetings with home builders and providing general information on upcoming training, not providing the training.

C.1.6 BMP 7 - Pollution Prevention

This plan outlines costs under 13 activities that correspond to the requirements in the Draft Permit and the Model Program. In the VE Workshop, the VE Team agreed these activities satisfied the minimum compliance requirements of the Draft Permit.

Table C.7
BMP 7 - POLLUTION PREVENTION AND GOOD HOUSEKEEPING IN MUNICIPAL

Activity	Draft Permit Required (2/15/06)	Year Complete	5-yr Cost	Program cost				
				1	2	3	4	5
BMP 7A: Develop O&M Plan	X	3	\$35,000		\$20,000	\$15,000		
Stormwater & Conveyance	X	5	\$35,000					\$35,000
Roads, Highways, Parking	X	5	\$45,000					\$45,000
Vehicle Fleets	X	5	\$1,000					\$1,000
Municipal Buildings	X	5	\$2,000					\$2,000
Parks & Open Space	X	5	\$2,000				\$1,000	\$1,000
Construction Projects	X	5	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Industrial Activities	X	5	\$10,000	\$10,000				
Material Storage Areas	X	5	\$35,000			\$10,000	\$10,000	\$15,000
Flood Management Projects	X	5	\$6,500				\$1,500	\$5,000
Other Facilities	X	5	\$2,000				\$1,000	\$1,000
Inspect Facilities	X	3	\$30,000			\$10,000	\$10,000	\$10,000
BMP 7B: Training	X	3	\$8,000			\$4,000	\$2,000	\$2,000
BMP 7K: Monitoring and Reporting	X	3	\$0					

- BMP 7A – Develop and Implement Operations and Maintenance Plans – This BMP is generally defined as good housekeeping measures for the City. It includes developing plans to operate and maintain City operations to address potential stormwater pollutants.
 - *Develop O&M Plans:* The schedule for this effort begins in year 2 and is completed in year 3. The cost of the development of the plan is estimated high to include developing training sheets as a part of the plan, thus reducing the training costs for the program. These are anticipated as cut sheets for City operations and will serve as a major portion of training for the City staff on the new O&M program.
 - *Stormwater and Conveyance:* The Draft Permit does not require this effort to begin until year 5. The annual costs include the maintenance of new water quality treatment facilities and the existing stormwater infrastructure.
 - *Roads, Highways and Parking:* This effort begins in year 5. The annual costs include the maintenance of pavement through a sweeping and vacuuming program.

- *Vehicle Fleets*: This is simply the cost to the stormwater program to review exiting City O&M and to make sure vehicle O&M is being conducted in a method not creating stormwater pollutants.
- *Municipal Buildings*: The annual cost for this effort begins in year 5.
- *Parks and Open Space*: This effort was identified as \$1,000 per year to oversee the parks O&M process. The start date is year 5.
- *Material Storage Areas*: This activity is developing SWPPP for material handling locations. The estimate was \$5,000 per site to develop the plans. The City has an estimated 7 sites requiring SWPPPs. The cost was spread through program years 3-5.
- *Flood Management Projects*: The cost and schedule for this activity has been kept at a minimum do to reduced risk of flood facilities in Sunnyside.
- *Inspect Facilities*: The cost is the inspection and any maintenance of these facilities starting in year 3.

- BMP 7B – Training – This effort was reduced significantly with a recurring annual cost of \$2,000 per year for training of staff each year on new O&M procedures.

C.1.7 Monitoring and Record Keeping

The cost for monitoring, record keeping and reporting of the entire City's stormwater activities has been wrapped up into one cost. This cost is split between administration staff and stormwater coordinator. The annual cost is at \$20,000 per year for a total 5 year cost of \$100,000. This plan assumed that the size of the Sunnyside program would allow for some efficiency in monitoring maintaining records.

C.1.8 UIC Program

The UIC Program has been determined to be negligible for the City with no reported UIC facilities. Discussion with staff indicated that UIC would not be allowed in the City for their future program.