### WHATCOM COUNTY COUNCIL AGENDA BILL

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<th>CLEARANCES</th>
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### TITLE OF DOCUMENT:
Discussion of a proposed joint Lake Whatcom resolution

### ATTACHMENTS:

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

A discussion of a proposed resolution with the City of Bellingham and the Lake Whatcom Water & Sewer District that would declare the entities' commitments to protecting Lake Whatcom and set milestones to reach for in the next five years. This was discussed at the 2/3/14 Joint Lake Whatcom Policy Group, and discussion needs to take place soon to complete it by the proposed March 2014 Joint Lake Whatcom meeting between the three entities.

### COMMITTEE ACTION:  

### COUNCIL ACTION:  

### Related County Contract #:  

### Related File Numbers:  

### Ordinance or Resolution Number:  

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
--- | --- | --- | --- | ---
Division Head: | | | |
Dept. Head: | 2/4/14 | | |
Prosecutor: | | | |
Purchasing/Budget: | | | |
Executive: | | | |

TITLE OF DOCUMENT:

Discussion declaring intent to create 2014 Water Action Plan

ATTACHMENTS:

SEPA review required? ( ) Yes ( ) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( ) Yes ( ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This will be a discussion of whether to pass a resolution stating our intent to create a Water Action Plan that would spell out the various water quality, quantity, and habitat issues the Council would like to move forward as part of the 2015/16 budget discussions. The resolution would also ask/direct our various partners and advisory committees to begin work to provide us with recommendations for the plan.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: | Related File Numbers: | Ordinance or Resolution Number:
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RESOLUTION NO. ______

DECLARING THE WHATCOM COUNTY COUNCIL'S INTENTION TO CREATE A 2014 WATER ACTION PLAN TO STEER OUR 2015/16 BUDGET DELIBERATIONS, AND ASKING OUR VARIOUS PARTNERS TO PROVIDE RECOMMENDATIONS FOR INCLUSION IN THE PLAN

WHEREAS, over 100 bodies of water in Whatcom County are listed as impaired or threatened under the Clean Water Act, but only 6 Total Maximum Daily Load (TMDL) water quality improvement projects have been started by the Department of Ecology; and

WHEREAS, Wild salmon runs are an integral aspect of the cultural, social and economic environment of Whatcom County, yet historical land use practices along our streams and rivers have deteriorated critical habitat and North/Middle Fork spring Chinook and South Fork spring Chinook stocks are less than 5% of their historical populations; and

WHEREAS, there is a growing demand for water for new residential, agricultural and industrial use, at a time when many in-stream flows already do not meet legal levels set to protect fish, climate change threatens to reduce water availability further, and a large proportion of existing rural water users do not have legal water rights; and

WHEREAS, fecal coliform pollution from livestock, humans, domestic pets, and wildlife has been found throughout the county putting human health at risk, has closed major commercial shellfish growing areas throughout the county costing shellfish growers significant business, and has been increasing in recent years; and

WHEREAS, phosphorus pollution into Lake Whatcom is putting at risk the drinking water source for over 95,000 people and increasing the costs to the taxpayers for water purification; and

WHEREAS, the Growth Management Hearings Board has recently questioned whether Whatcom County's growth policies are adequately integrated with our water protection policies, and whether our water protection policies are adequate to protect our water resources; and

WHEREAS, Whatcom County has created multiple water related advisory committees, including, the Portage Bay Shellfish Protection District, the Agricultural Advisory Committee, the Drayton Harbor Shellfish Protection District, the Marine Resource Committee, the Birch Bay Shellfish Protection District, the Flood Control Zone District Advisory Committee, and the Birch Bay Watershed and Aquatic Resource Management District, made up of committed and creative people concerned enough to volunteer their time to work on a range of water issues; and

WHEREAS, Whatcom County worked with the Lummi Nation, the Nooksack Tribe, the City of Bellingham, and Public Utility District #1 to create the WRIA 1 Watershed Management Project, which includes the multi-stakeholder Planning Unit to provide planning, review and input on county water issues; and
WHEREAS, Whatcom County’s various advisory committees and water protection programs have generated well over 300 projects meant to protect our waters, only a handful of which can be implemented each year; and

WHEREAS, many water resources management processes in the County are largely disconnected, leading to difficulty in implementation of established plans, disagreements over proposed plans, and inconsistency in application of laws and codes at various levels of government; and

WHEREAS, the many unresolved water issues throughout Whatcom County undermine the County Government’s ability to advance justice, inspire confidence and foster responsibility as outlined in the County’s Charter; and

WHEREAS, many of these water issues creates uncertainty for the future of agriculture, fisheries, residential and industrial development, and environmental protection; and

WHEREAS, County personnel and financial resources may be insufficient to implement solutions to these water problems in a timely manner; and

WHEREAS, state and federal agencies often lack the local knowledge and do not allocate the resources to address these problems in a fair and flexible way tailored to the needs and hopes of Whatcom County residents;

NOW THEREFORE BE IT RESOLVED, that the Whatcom County Council does hereby declare its intent to create a high-level Water Action Plan to help guide priority program implementation and budget allocations for the 2015/16 budget.

BE IT FURTHER RESOLVED, that the Whatcom County Council asks the County Executive to assign staff in the Planning and Development Service Department, the Health Department, and the Public Works Department to work with the Council to better understand our current levels of service for water related programs in terms of money and staff, to make recommendations for needed programs, and help determine what various increments of expansion of those programs would cost and how they could possibly be paid for.

BE IT FINALLY RESOLVED, that the Whatcom County Council sincerely asks our water advisory committees, governmental partners (both internal and external), the Lummi Nation and Nooksack Tribe, stakeholder groups interested in water resource issues, and all the interested citizens of Whatcom County, to provide us focused recommendations as outlined in Exhibit A to this resolution.

APPROVED this ____ day of ____________, 2014.

ATTEST: 

Dana Brown Davis, Clerk of the Council

APPROVED AS TO FORM: 

Carl Weimer, Council Chair

Civil Deputy Prosecutor
EXHIBIT A

The Whatcom County Council is interested in working as rapidly as is possible to address the following water issues. It is our hope that the groups named under each issue, and others who are interested, will provide us focused recommendations on those issues by 8/1/2014, or earlier if possible. This timeframe is meant to allow us enough time to consider each recommendation so we can provide direction to the County Executive in the creation of his two year budget for the years 2015 and 2016 that will need to be approved by the County Council late in the fall of this year.

Issues we hope to address (in no priority order):

**Bacterial Pollution Affecting Shellfish Growing Areas** — Many of the rivers, streams, and lakes of Whatcom County are polluted with bacteria from a variety of sources including livestock, human sewage, domestic pets, and wildlife. The County already has many programs meant to address this issue, but they may need to be refocused or expanded, or new program may need to be added or replace existing programs. We ask the following groups to provide us their recommendations on what programs within the County’s authority are working, what needs to be changed or expanded, what new programs could be added, and whatever level of detail you can provide on costs in terms of money and staff.

**Entities Information is requested from:** Portage Bay Shellfish Protection District, the Agricultural Advisory Committee, the Public Health Advisory Board, the Drayton Harbor Shellfish Protection District, the Marine Resource Committee, the Birch Bay Shellfish Protection District, the Whatcom Watersheds Information Network, the Whatcom County Conservation District, Farm Friends, Lummi Nation, Nooksack Tribe, WA Department of Ecology, WA Department of Agriculture, WRIA 1 Planning Unit, RE Sources, all other interested entities.

**Program areas of particular interest:**
- Adequacy of Whatcom County’s Septic System Regulations
- Adequacy of Whatcom County’s Conservation Program on Agricultural Lands (CPAL)
- Adequacy of the County’s current enforcement of the Critical Areas Ordinance to reduce fecal coliform pollution
- Nexus between buffers and fecal coliform pollution and whether CREP type programs have worked and should be expanded
- Nexus between storm water runoff and fecal coliform pollution and what might be done to address any connections.
- Education efforts focused on domestic pets
- Opportunities to provide incentives for the beneficial use of manure
- Financial & Technical Assistance for livestock owners to implement best practices
- Adequacy of current monitoring efforts
- Other high priority areas within the County’s authority

**Water Quantity and Availability Issues** - There is a continuing demand for water for agriculture, residential development, and industrial and commercial uses even though many current water users do not have legal water rights and too often the required minimum in-stream flows set to protect fish are not being met. Whatcom County took the lead in the WRIA 1 Watershed Project in part to address this serious problem, but to date the problem has not been well defined or addressed. Nearly ten years ago our Watershed Plan adopted a goal “to assess water supply and use, and develop strategies to meet current and future needs.” We ask the following groups to provide us their focused recommendations on what programs within the County’s authority are needed to help us reach that goal.
Entities Information is requested from: WRIA 1 Planning Unit, WRIA 1 Joint Board, Farm Friends, Agricultural Advisory Committee, Bertrand Watershed Improvement District, North Lynden Watershed Improvement District, Department of Ecology, and all other interested entities.

Program areas of particular interest:
- What information, studies, personnel, etc. are necessary to move a process similar to the Lower Nooksack Strategy forward?
- What data collection is needed to move a groundwater model forward?
- What other studies are needed to move a groundwater model forward?
- Options and cost for integrating groundwater and surface water models
- Studies or pilots needed to test water storage opportunities
- Suggested pilots for setting in-stream flows
- Needs for updating the Whatcom County Coordinated Water Supply Plan
- Information needs on water use

Lake Whatcom TMDL Response – The WA Department of Ecology will soon release a final Total Maximum Daily Load (TMDL) Study that will form the basis for a needed response plan by the City of Bellingham and Whatcom County. That plan will have to significantly reduce the amount of phosphorus entering the lake, as well as deal with bacterial pollution of the lake and many of its tributaries. The County, the City, Sudden Valley and the Lake Whatcom Water & Sewer District have all implemented many successful programs to address these problems and have formed the Lake Whatcom Management Program to coordinate efforts. Even so it is clear that the level of effort will need to be increased. We ask the following groups to provide us their focused recommendations on what new programs within the County’s authority not already part of the Lake Whatcom Management Program should be considered, which, if any, of the existing programs need to be expanded in the next two years, and what policy and funding decisions need to be made to help us reach this goal.

Entities Information is requested from: the City of Bellingham, the Whatcom Watersheds Information Network, the Lake Whatcom Policy Work Group, Sudden Valley Homeowners Association, Lake Whatcom Water & Sewer District, WA Department of Ecology, RE Sources, and all other interested entities.

Program areas of particular interest:
- Programs to retrofit existing development to control runoff
- Education programs to enlist the assistance of watershed residents
- The adequacy of current septic system regulations compared to encouraging additional sewer hookups
- Equity between programs to assist existing development versus regulatory requirements on future development
- Policy discussions about whose responsibility it is to pay for needed programs. (landowners vs. government, Lake Whatcom Watershed residents vs. Lake Whatcom water drinkers, City vs. County, etc.)

Habitat Issues – Land use practices along our rivers, streams and shorelines have deteriorated habitat important to the survival of salmon, steelhead, and many other species of fish and wildlife. While Whatcom County’s Critical Areas Ordinance and Shoreline Management Program have been recognized as some of the best in the state, many habitat issues have not been addressed and some species are still threatened. While the Nooksack salmon recovery effort has many excellent partners that have been able to take advantage of many funding opportunities and provide significant stream and habitat enhancement
work, there clearly is still much to do. Thinking of the County’s budget in the short term (2-5 years) we would like to ask the following groups to provide focused recommendations on how our regulations, program implementation, program priorities, and funding could be better used to move the highest priority habitat issues forward.

**Entities Information is requested from:** Lummi Nation, Nooksack Tribe, Whatcom Conservation District, Nooksack Salmon Enhancement Association, Flood Control Zone District Advisory Committee, Watershed Improvement Districts, Marine Resource Committee, WRIA 1 Planning Unit, Whatcom Land Trust, City of Bellingham, and all other interested entities.

**Program areas of particular interest:**
- Adequacy of Whatcom County’s Conservation Program on Agricultural Lands (CPAL)
- Adequacy of the County’s current enforcement of the Critical Areas Ordinance and Shoreline Management Program to protect habitat
- Nexus between buffers and in-stream temperature and habitat problems and whether CREP type programs have worked and should be expanded
- Needed studies, models, and policy changes to the County’s flood program
- Adequacy of the County’s staffing levels on salmon, near shore, and other habitat issues
- Other high priority areas within the County’s authority

**Stormwater Issues (outside of Lake Whatcom Watershed)** – According to the Puget Sound Partnership “stormwater is the leading contributor to water quality pollution of urban waterways in the state.” Currently areas of unincorporated Whatcom County near of the cities of Bellingham and Ferndale, and the Birch Bay area are required to control stormwater pollution under a National Pollutant Discharge Elimination Permit (NPDES) from the Department of Ecology. The velocity of some stormwater runoff and the pollutants it carries has the ability to ruin habitat and pollute our waters. We would like to ask the following groups to provide focused recommendations on what changes, if any, to the County’s current stormwater program need to occur to address these issues.

**Entities Information is requested from:** The Birch Bay Watershed and Aquatic Resource Management Committee (BBWARM), RE Sources, the WA Department of Ecology, WRIA 1 Planning Unit, Marine Resource Committee, all other interested entities.

**Program areas of particular interest:**
- Should Low Impact Development requirements (i.e. minimizing impervious surfaces, native plants, infiltrating runoff, clearing limits, etc.) be required in certain areas outside of current NPDES covered areas?
- Adequacy of the Whatcom County Code to prevent stormwater impacts to downstream property owners when upstream properties are cleared or developed?
- Adequacy of current County funding levels for stormwater improvements
- The need for better education programs to encourage low impact development techniques
- Possible incentive programs to encourage low impact development and stormwater infiltration.
- Other high priority programs within the County’s authority
TITLE OF DOCUMENT: Discussion with Planning and Development Services staff regarding the zoning of marijuana related operations as identified under WAC 315-55.

ATTACHMENTS:

1. Whatcom County Policy PL1-73-003Z - Initiative 502 - Marijuana Growing/Processing/Sales Zoning Interpretation

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Discussion with Planning and Development Services staff regarding the zoning of marijuana related operations as requested during the January 28, 2014 County Council meeting.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Planning and Development Services
Code Interpretation

Subject/Title: Initiative 502 - Marijuana Growing/Processing/Sales Zoning Interpretation

Code: Title 20 – Zoning Code

Number: PL1-73-003Z

Effective Date: September 28, 2013

Submitted By: Tyler R. Schroeder - Planning Manager

Reviewed By: David S. McEachran - Prosecuting Attorney

Approved By: J.E. "Sam" Ryan - Director

David S. McEachran - Prosecuting Attorney

Statement: In 2012, the people of Washington State passed Initiative 502 legalizing the possession of small amounts of marijuana and directing the Washington State Liquor Control Board to develop a process for regulating the production, processing, selling, and delivery of marijuana. Whatcom County has not adopted zoning regulations that are only specific to marijuana related-uses. However, Whatcom County has made the determination that Whatcom County Planning and Development Services (PDS) will regulate marijuana proposed uses, as allowed by Initiative 502, similar to any other commodity that is grown, processed or sold.

Reference: Although the Whatcom County Zoning Code does not specifically address marijuana, the Zoning Code does outline a number of uses that are sufficient to accommodate marijuana-related activity. Such stated uses include agriculture (raising of crops), agricultural processing, food processing, and retail sales. Current County code does not specify what type of commodity is grown, processed or sold, but rather whether the growing, processing and/or sales of a good is or is not allowed in a certain zone district.
Interpretation: Whatcom County code defines agriculture pursuant to;

20.97.010 Agriculture (raising of crops).
"Agriculture" means the use of land for farming, horticulture, floriculture, viticulture, and the necessary accessory uses for packing, treating or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of normal agricultural activities.

It is Whatcom County PDS’s determination, from a land use and zoning perspective, that the growing of marijuana is an agricultural activity and further it is no different than the raising of any other type of crop. Where agriculture is a permitted activity, marijuana can be grown and harvested as any other agricultural activity, and, just like other activities, there are requirements of other agencies, most notably state agencies, that the agriculturalist will need to comply with. In the case of proposals consistent with Initiative 502, it includes the permitting requirements of the Washington State Liquor Control Board.

Whatcom County code defines agricultural processing pursuant to;

20.97.010.1 Agricultural processing.
"Agricultural processing" means the transformation, either chemically or physically, of raw agricultural goods including but not limited to washing, grading, sizing, drying, extracting, icing, producing ornamental agricultural products, sorting, cutting, pressing, bagging, freezing, canning, packaging, milling, crushing, fermenting, aging, pasteurizing, preserving, storage, bottling, but excluding slaughtering of livestock. Agricultural processing includes those process steps associated with product preparation and processing. Storage, warehousing and distributing products in conjunction with the agricultural processing activity occurring on that site shall be allowed.

Whatcom County PDS, from a land use and zoning perspective, will view the processing of marijuana (an agricultural crop) as agricultural processing, pursuant to the above stated use definition. The allowed zones and type of use permits are determined by the allowance of agricultural processing in the specific zone that the growing of crops (marijuana) is being proposed. Please be aware that the Agriculture zone (WCC 20.40) and the Rural zone (WCC 20.36), which both allow agriculture as a permitted use, have different thresholds and use permit requirements that shall be complied with.

Whatcom County Code defines retail sales pursuant to;

20.97.350.1 Retail.
"Retail" means the sale of goods or commodities to ultimate consumers, as opposed to sale for further distribution or processing.

Whatcom County will interpret the retail sales of marijuana as any other type of retail commodity, be it groceries, alcohol, fruit, vegetables, tobacco, etc. As such, the retail sales of marijuana would be permissible in those zone districts that allow "retail establishments."

Whatcom County Code defines home occupations pursuant to;

20.97.180 Home occupation.
"Home occupation" means a small-scale occupation conducted on a property, within a dwelling unit and/or permitted accessory structure, by the operator who resides on the property.

According to the first draft of the I-502 regulations, the state law is likely to indicate that licenses will not be issued to businesses in "...a location where law enforcement access, without notice or cause, is limited. This includes a personal residence." Thus it is Whatcom County PDS's opinion that marijuana related home occupation businesses are not allowed if this section of the I-502 regulation is adopted as state law.

20.97.069 Cottage industry
"Cottage industry" means a small light, commercial, or service operation, on a parcel where the operator resides...

Similar to home occupations, the first draft of the I-502 regulations indicate that the state licenses will not be issued to businesses in "...a location where law enforcement access, without notice or cause, is limited. This includes a personal residence. As such, it is Whatcom County PDS's opinion that marijuana related cottage industry businesses are not allowed if this section of the I-502 regulation is adopted as state law.

Whatcom County code only allows on-premises advertising signs, pursuant to WCC 20.80.410-470 Sign Controls and other applicable sections of Title 20. Any proposed sign or on-premises advertising will be required to meet the applicable code sections of the Whatcom County Zoning Ordinance. In general, the more restrictive code criteria of either the Whatcom County Zoning Ordinance or the Washington State adopted I-502 regulations shall apply.
### Introduction

Introduction and discussion of proposed modifications to the Aquatic Invasive Species (AIS) Ordinance WCC 2.27A.

### Attachments

Draft code will be distributed at the meeting.

### SEPA Review

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<th>SEPA Review Required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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<tr>
<td>SEPA Review Completed?</td>
<td>( ) Yes</td>
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### Summary Statement or Legal Notice Language

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Public Works staff will introduce for discussion proposed changes to the aquatic invasive species ordinance (WCC 2.27A).

### Committee Action

- [ ]

### Council Action

- [ ]

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

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MEMORANDUM

To: Honorable Members of the Whatcom County Council, and
   The Honorable Jack Louws, Whatcom County Executive

Through: Frank M. Abart, Director

From: Gary Stoyka, Natural Resources Manager

Date: January 31, 2014

Re: Proposed Changes to the Aquatic Invasive Species Code (WCC 2.27A)

At the February 11, 2014 Natural Resources Committee meeting, Public Works staff will introduce for discussion proposed changes to the aquatic invasive species ordinance (WCC 2.27A).

Requested Action

Public Works is requesting discussion by County Council on the proposed ordinance changes. Public Works staff is working with City of Bellingham staff to pursue proposed changes to their respective ordinances on a parallel track that will allow coordinated implementation of the Aquatic Invasive Species Program in time for the 2014 boating season. Public Works staff anticipates bringing the ordinance to the Council for adoption at the February 25th meeting.

Please contact Gary Stoyka at extension 50618 if you have any questions regarding this information.
ORDINANCE NO.________________

AMENDING WHATCOM COUNTY CODE CHAPTER 2.27A TO PREVENT THE RELEASE AND SPREAD OF AQUATIC INVASIVE SPECIES

WHEREAS, the County has authority under Washington State law to protect the health, safety, and general welfare of the public, to regulate and protect waters within its jurisdiction, and to control the transport and release of Aquatic Invasive Species,

WHEREAS, Lake Whatcom and Lake Samish are the drinking water sources for approximately half of the residents of Whatcom County and the vast majority of the City of Bellingham residents; and

WHEREAS, Whatcom County has adopted goals and policies to protect Lake Whatcom, Lake Samish and other freshwater lakes and streams; and

WHEREAS, Aquatic Invasive Species pose a serious threat to the waters of Whatcom County and can have severe impacts to ecology, water quality, water supply infrastructure, and recreational use; and

WHEREAS, watercraft transported from water bodies with Aquatic Invasive Species to uninfested waters are the principal cause of new infestations; and

WHEREAS, prevention programs that include education, screening, and watercraft inspection are effective in preventing the spread of Aquatic Invasive Species to uninfested water bodies; and

WHEREAS, an Aquatic Invasive Species prevention program is necessary to reduce the risk of Aquatic Invasive Species infestation and related impacts at Lake Whatcom and other waters of Whatcom County; and

WHEREAS, Whatcom County has authority under RCW 36.32.120 and Washington State law generally to regulate and protect its water supply and other waters within its jurisdiction; and

WHEREAS, Whatcom County adopted Ordinance 2012-034 in September 25, 2012, codified at WCC Chapter 2.27A, to prevent the release and spread of Aquatic Invasive Species into waters of Whatcom County; and

WHEREAS, it is in the best interests of Whatcom County to amend WCC Chapter 2.27A to further define and enhance its Aquatic Invasive Species detection and prevention program, including the adoption of mandatory inspection and permitting requirements for watercraft in Whatcom County;
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.27A is hereby amended as set forth in Exhibit A, attached hereto.

ADOPTED this _____ day of _______________ 2014.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Dana Brown Davis, Clerk of the Council

__________________________
Carl Weimer, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

__________________________
Civil Deputy Prosecutor

__________________________
Jack Louws, County Executive

( ) Approved       ( ) Denied

Date Signed: ________________
EXHIBIT A
(AIS Ordinance February 2014)

WCC Chapter 2.27A
Aquatic Invasive Species

2.27A.010 Definitions

For the purpose of this chapter, the following definitions shall apply:

A. "Authorized Inspector" means a person who has received the necessary training approved by Whatcom County to inspect Watercraft to detect the presence of Aquatic Invasive Species.

B. "Aquatic Invasive Species" and "AIS" shall mean and include those species classified in Washington Administrative Code (WAC) 220-12-090 as "prohibited aquatic animal species", and those plant species listed in WAC 16-752-400-415; 505; and 610. For purposes of this section, WAC 220-12-090 and WAC 16-752-400-415; 505; and 610, as presently constituted or as hereinafter amended, are adopted and incorporated herein by reference.

C. "Enforcement Officer" includes any peace officer with jurisdiction in Whatcom County, and the County Noxious Weed Coordinator or his or her designee, to enforce the prohibitions set forth in this section.

D. "Inspection" means an inspection of a Watercraft or other vessel conducted by an Authorized Inspector for the purpose of detecting Aquatic Invasive Species and preventing their transport and release into any Public Water Body. Inspections may consist of questioning as well as a visual and tactile search of the exterior and interior of the Watercraft or other vessel, including but not limited to the hull, trailer, motor, propeller, bilge pump, compartments, bait well, ballast tank, bladder, and all areas of standing water.

E. "Inspection Seal" means a chord or tether installed by an Authorized Inspector in a manner that connects a Watercraft to its trailer for the purpose of indicating that the Watercraft has passed Inspection, has not entered a water body since passing Inspection, and, therefore, may launch without further Inspection so long as the Inspection Seal is intact at the time of launch.

F. "Launch" means any act that places or attempts to place a Watercraft into a Public Water Body.

G. "Public Water Body " shall mean Lake Whatcom, Lake Samish, Baker Lake, Tennant Lake, Lake Terrell, Wiser Lake, Silver Lake, Toad Lake, Squalicum Lake, Reed Lake, Cain Lake and all other freshwater lakes and streams in unincorporated areas of Whatcom County where Watercraft have access.

G. "Watercraft" shall mean any type of vessel, boat, or craft capable of being used as a means of transportation on water, including but not limited to motor boats, barges, sailboats, row boats, kayaks, canoes, barges, and all associated equipment, including trailers, that routinely or reasonably could be expected to contain or come into contact with water. The term "Watercraft" specifically excludes the following: surf boards, paddle boards, and kite boards; float tubes and water sport toys; and inflatables that are 10 feet or less in length. "Watercraft" shall consist of the following categories:

(1) "Class A Watercraft" shall mean any vessel that has a motorized propulsion system or requiring registration by the State of Washington Department of Licensing under RCW 88.02 and WAC 308-93-030 and any vessel registered under the laws of a state other than Washington State or a country other than the United States.
H. (2) “Class B Watercraft” shall mean vessels that do not have a motorized propulsion system and do not require registration by the State of Washington Department of Licensing under RCW 88.02 and WAC 308-93-030.

2.27A.020 Prohibitions
The following activities are prohibited:

A. The transport or release of Aquatic Invasive Species into a Public Water Body.

B. Launching, operating or keeping on a Public Water Body a Watercraft that has not submitted to Inspection and decontamination as required by this section.

C. Launching, operating or keeping a Watercraft on a Public Water Body without a current AIS Permit as required by WCC 2.27A.070, below.

2.27A.030 Inspection and Decontamination.

A. Inspections shall be required of:

i. Effective April 27, 2013, all Class A Watercraft prior to its first launch onto Lake Whatcom or Lake Samish in each calendar year; and

ii. Effective April 27, 2013, all Class A Watercraft prior to its first launch onto Lake Whatcom or Lake Samish after it has entered any fresh water body located outside Whatcom County, Washington; and

iii. Effective April 5, 2014, all Watercraft prior to its first launch onto Lake Whatcom or Lake Samish in each calendar year; and

iv. Effective April 5, 2014, all Watercraft prior to its first launch onto Lake Whatcom or Lake Samish after it has entered any fresh water body located outside Whatcom County, Washington; and

v. Effective April 5, 2014, all Watercraft prior to its first launch onto Lake Whatcom in each calendar year; and

vi. Effective April 5, 2014, all Watercraft prior to its first launch onto Lake Samish in each calendar year; and

vii. Effective April 5, 2014, all Watercraft prior to its first launch onto a Public Water Body in each calendar year; and

B. Exemptions

Watercraft inspections and the associated fees shall not be required for:

i. Law enforcement and emergency response watercraft.

ii. Watercraft involved in search and rescue operations or training.

C. Inspection and Decontamination Services

i. Whatcom County may establish and operate AIS check stations at public access points to Public Water Bodies.

ii. Whatcom County may, upon request by an owner or operator of a Watercraft, conduct an Inspection on private property owned by the Watercraft owner or operator.

iii. All AIS check stations operating under this section shall be marked by signs and staffed by one or more Authorized Inspectors. AIS check stations authorized by
this section shall be subject to hours of operation and other program requirements established by the Director of Public Works or his designee.

iv. If, upon Inspection, an Authorized Inspector determines that a Watercraft is not contaminated with Aquatic Invasive Species, then said Watercraft shall be permitted to launch, subject to payment of fees authorized in Section .050 of this Chapter.

v. If, upon Inspection, an Authorized Inspector reasonably suspects that a Watercraft or any other vessel is contaminated with Aquatic Invasive Species, the Authorized Inspector may decontaminate the Watercraft on site or direct the Watercraft owner or operator to a decontamination station where the Watercraft will undergo a decontamination process. Following decontamination, the Watercraft owner or operator shall not launch the Watercraft onto a Public Water Body until the Watercraft has been re-inspected and approved for launch by an Authorized Inspector.

vi. A Watercraft owner or operator may refuse to stop and consent to Inspection at any AIS check station authorized by this section; provided, if any Watercraft owner or operator refuses to stop and consent to Inspection at an AIS check station authorized by this section, then said owner or operator shall not launch his or her Watercraft from said location and shall be in violation of this section if he or she nevertheless attempts to do so.

2.27A.040 Safe Harbor

Any person who voluntarily stops and consents to Inspection at an AIS check station or other Inspection station and cooperates in the decontamination process shall not be subject to penalties under this section for possessing or transporting Aquatic Invasive Species.

2.27A.050 AIS Permits and Fees

A. Every Watercraft requiring inspection under this Chapter shall visibly display a valid be affixed with an AIS Permit issued by Whatcom County or the City of Bellingham prior to launching and while operating on Public Water Bodies.

B. AIS Permits shall be issued upon passage of Inspection and payment of the applicable fee.

C. The fee for inspection and decontamination services for Class A and Class B Watercraft shall be established in the Whatcom County Unified Fee Schedule.

D. AIS Permits shall be available as follows:

   i. Annual Sticker. Each Annual Sticker shall be effective during the calendar year in which it is issued. A receipt evidencing payment of the Annual Sticker fee shall entitle the holder to unlimited Inspections and Inspection Seal installation services for the Watercraft to which the Annual Sticker is affixed.

   ii. Class A Day3-Day Pass. Each Day3-day Pass shall be effective only on the date it is issued for the period specified on the pass. A receipt evidencing payment of the Day3-Day Pass fee shall entitle the holder to one Inspection of the Watercraft to which the Day-Pass is affixed. Unlimited inspections and sealing services for the duration of the period specified on the pass. The 3-day pass shall issue upon passing inspection.

   iii. Watercraft Business AIS Permit. Each watercraft business AIS permit shall be effective during the calendar year in which it is issued. Execution of a Cooperative Agreement shall entitle the company to expedited inspection services for watercraft
within the company’s possession or control, subject to the terms and conditions of the Cooperative Agreement.

ii.iV. d. Special Event Pass. Special event passes may be issued for fishing tournaments, sailing and rowing regattas, and other similar events upon execution of a Special Event Agreement. Special event passes shall entitle the event sponsor and each event participant to inspection and sealing services for the duration of the event subject to the terms and conditions of the Special Event Agreement.

iii.v. ____

iv.vi. ____

E. An on-line AIS Awareness Course shall be developed and made available by April 15, 2014. Persons successfully completing the on-line course shall, upon providing verification of their successful completion to the Authorized Inspector, be entitled to the reduced AIS Awareness fee schedule for AIS inspections for each boat that they own. The AIS Awareness fee schedule shall be established in the Whatcom County Unified Fee Schedule.

E.F. AIS Permits are nontransferable and shall apply to a single Watercraft. AIS Permits shall be affixed to the Watercraft as directed by the Authorized Inspector in a visible location located above the waterline.

F.G. A Watercraft shall be deemed to be in compliance with the inspection and permitting requirements of this section if his or her Watercraft is currently in compliance with an Aquatic Invasive Species inspection and permitting program adopted by the City of Bellingham, Washington.

G.H. The fees authorized by this section are intended to offset the cost to Whatcom County of implementing this section for the purpose of detecting and preventing the spread of Aquatic Invasive Species and are not intended to be, nor shall they be construed to be, charges imposed upon access to Public Water Bodies for the purpose of outdoor recreation. Fees shall be evaluated annually to ensure they are sufficient for program needs.

H. The Public Works Department is directed to develop an expedited inspection and permitting program for residents of unincorporated Whatcom County for consideration by the Whatcom County Council prior to April 1, 2015.

2.27A.060 Cooperative Agreements.

Whatcom County may enter into cooperative agreements with persons and entities, including but not limited to, homeowner’s associations, condominium associations, civic groups and governmental entities, to adopt and execute plans, which may be implemented inside or outside Whatcom County, to detect and prevent the transport and release of Aquatic Invasive Species in Public Water Bodies.

2.27A.070 Penalties

A. Any person violating this section shall have committed a civil infraction, and shall be punished by a fine not to exceed $1,000 for each violation. Each violation of this section shall be a separate infraction, and in the case of a continuing violation, each day’s continuance shall be deemed to be a separate and distinct infraction. Civil infractions under this section shall be issued and processed in accordance with Chapter 7.80 RCW, except as otherwise provided in this section. Each party to a civil infraction case shall bear its own attorney’s fees, witness fees and costs.

B. Any individual who violates this section may be held responsible for the costs expended by the Whatcom County or its designee for response and mitigation of impacts.
C. Payment of any civil penalty herein shall not relieve any individual from the responsibility of correcting the violations as found by the Enforcement Officer.

D. Any person found not in compliance with this section is subject to citation, shall be escorted off the Public Water Body, and shall be subject to any other legal action as deemed necessary by the Enforcement Officer including but not limited to detaining said person and Watercraft until inspected and decontaminated as required under this section.

E. Fines collected as a result of violating this section that are not otherwise encumbered, shall be used to fund the Whatcom County Aquatic Invasive Species Management and Prevention Program.

2.27A.080 Applicability
The provisions of this code section shall apply in addition to the provisions of any other code provision or ordinance. Where there is a conflict, the more restrictive provision shall apply. The provisions of this section are in addition to those provisions regulating Aquatic Invasive Species as contained in Washington State law.

2.27A.090 Severability.
If any section, provision, or portion of this chapter shall be determined to be invalid, the remainder of the chapter shall not for that reason be rendered ineffective or invalid.
**TITLE OF DOCUMENT:**
Presentation Regarding Proposed Costco Traffic Impact Analysis

**ATTACHMENTS:**
No Attachments

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Requested Date:</th>
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<tbody>
<tr>
<td>SEPA review completed?</td>
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<td>( X ) NO</td>
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</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Presentation of traffic studies impacting the roads surrounding the proposed new Costco location off Bakerview Road.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
TITLE OF DOCUMENT:
Ordinance amending WCC 3.08.090, Bid Specification, deposits and awards

ATTACHMENTS:

SEPA review required? ( ) Yes ( ) No
SEPA review completed? ( ) Yes ( ) No
Should Clerk schedule a hearing? ( ) Yes ( ) No
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Ordinance amending WCC 3.08.090, Bid Specification, deposits and awards

COMMITTEE ACTION:  

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council
ORDINANCE NO. ________

AMENDING WHATCOM COUNTY CODE 3.08.090, BID SPECIFICATIONS, DEPOSITS AND AWARDS

WHEREAS, the Whatcom County Council believes that open transparent government leads to the best decisions for the people of Whatcom County; and

WHEREAS, the Whatcom County Charter created two branches of government, the Executive Branch and the Legislative Branch, and charged each “to work with the other branch for a unified government for the people of Whatcom County”; and

WHEREAS, the Whatcom County Council believes that citizens affected by major decisions should have an opportunity to have a voice in those decisions; and

WHEREAS, contracts that come from the Executive Branch to the County Council for review and approval provide the public with open and transparent knowledge of the workings of the County; and

WHEREAS, our current Purchasing System allows the Executive Branch to make major decisions through certain contract amendments without consulting with the County Council or the people; and

WHEREAS, the Whatcom County Council recently learned that the Executive Branch has amended a contract regarding a proposed project review very important to many people in Whatcom County, to increase that contract by nearly $900,000 without consulting the County Council; and

WHEREAS, the Whatcom County Council recently learned that the Executive Branch intends to soon enter into another contract amendment for a substantial amount of money that will set the scope of the review of this proposed project without the review of the County Council;

NOW THEREFORE BE IT ORDAINED, by the Whatcom County Council that Whatcom County Code Chapter 3.08.090, Bid Specifications, Deposits and Awards, is hereby amended as outlined in Exhibit A to this ordinance.

APPROVED this _________ day of __________, 2014.

ATTEST:

______________________________
Dana Brown Davis, Clerk of the Council

APPROVED AS TO FORM:

______________________________
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Carl Weimer, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

______________________________
Jack Louws, County Executive

(    ) Approved    (    ) Denied
Date Signed: ____________________

23
EXHIBIT A
(ORDINANCE AMENDING WCC 3.08.090)

3.08.090 Bid specifications, deposits and awards.

A. In developing specifications for bids or proposals, all reasonable efforts shall be made to ensure that a variety of vendors shall be capable of fulfilling the stated requirements of the county. Performance considerations shall be included in the specifications. However, nothing in this section shall be construed to limit the county from pursuing sole source procurement where adequate justification has been presented that such procurement is in the best interests of county operations.

B. When the acquisition of materials, supplies, purchased services, tools, equipment, rental of personal property or professional services involves amounts greater than $25,000 in a single transaction for a nonpublic work award or exceeding $40,000 for a public work award, the administrative services department shall be responsible for the review and approval of specifications and the preparation of invitations to bid pursuant to provisions set forth in this chapter.

C. All bid specifications shall be in writing and placed on file for public inspection.

D. An advertisement that written specifications are on file and available for public inspection shall be published in the official county newspaper. Advertisements shall be published at least once in each week for two consecutive weeks prior to the last date upon which bids will be received and may be published as many additional publications as shall be considered in the county’s interest. Such advertisement shall state:

1. The date after which bids will not be received;

2. The character of the work to be done, or the materials, equipment or service to be purchased; and

3. Where the specifications may be seen.

E. No bid shall be considered for public works unless it is accompanied by a bid deposit in the form of a surety bond, postal money order, cash, cashier’s check, or certified check in an amount equal to five percent of the amount of the bid proposed.

F. Should the bidder to whom the contract is awarded fail to enter into the contract or fail to furnish the contractor’s bond within 10 days (exclusive of the date of notice) after notice of the award, the amount of the bid deposit shall be forfeited to the county. Thereafter, the award shall be made to the next lowest responsive bidder. The bid deposit of an unsuccessful bidder (if his bid deposit has not been forfeited) shall be returned after the required contractor’s bond of the successful bidder has been accepted.

G. Bids received shall be opened and read in public on the date named in the advertisement for bids, or on a subsequent date established in a bid addendum.

H. After opening, all bids shall be reviewed and referred to the requisitioning department for recommendation of award. Bids will be forwarded by the director of the administrative services department or designee with a recommendation to the county executive for award.

I. After opening and award, all bids shall be filed for public inspection, and available by telephone inquiry.
J. Any or all bids may be rejected for good cause. If all bids are not rejected, the award shall be to the lowest responsive bidder. In determining which is the lowest responsive bidder, the county may take into consideration the bidder’s responsiveness to the county’s requirements, the quality of the articles to be purchased or leased, availability of parts and service, delivery time, the tax revenue the county would receive from purchasing from a supplier located within its boundaries and prior dealings with the bidder.

K. The county may issue requests for proposals for services, or for technologically complex equipment including but not limited to computers, software, or telephone systems. If all proposals are not rejected, the award shall be to the highest rated proposal, taking into account the selection criteria published in the request for proposals.

L. The county may award to multiple bidders for the same commodity or service when the bid specifications provide for special circumstances in the determination of which vendor is truly the lowest price to the county. Special circumstances may include differences in ability to deliver, delivery time, availability of material, special loading or unloading conditions, total cost including transport or labor if not included with bid item, performance of the delivered material, location of the source, and proximity to the delivery point.

M. The county executive may administratively amend and execute capital improvement project contracts within the approved capital budget appropriation.

N. Contracts entered into by the county, including those which involve externally funded pass-through moneys, may be administratively amended to a cumulative amount not to exceed $10,000 or 10 percent of the original contract, whichever is greater; larger amounts require council approval.

O. Amendments to existing contracts which involve externally funded pass-through moneys may be approved by the county executive without council approval in any amount. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).
### WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2014-058

<table>
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<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Executive:</td>
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</table>

**TITLE OF DOCUMENT:** 2014 Supplemental Budget Request #5

**ATTACHMENTS:** Ordinance, Memoranda & Budget Modification Requests

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
<td>Requested Date:</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Supplemental #5 requests funding from the General Fund:

1. To appropriate $4,000 in Council to fund WSAC Legislative Steering Committee representation expenses.

From the Road Fund:

2. To appropriate $1,620,000 to fund transfer to Slater Road Intersections, Imhof and Ferndale Roads Project Budget Fund.

From the Administrative Services Fund:

3. To appropriate $100,000 to fund transfer for phase I of phone system replacement project.

### COMMITTEE ACTION:

### COUNCIL ACTION:

1/28/2014: Introduced

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>
ORDINANCE NO.
AMENDMENT NO. 5 OF THE 2014 BUDGET

WHEREAS, the 2013-2014 budget was adopted November 20, 2012; and,
WHEREAS, changing circumstances require modifications to the approved 2013-2014 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2013-2014 Whatcom County Budget Ordinance #2012-048 is hereby amended by adding the following additional amounts to the 2014 budget included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<td>General Fund</td>
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<tr>
<td>Council</td>
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</tr>
<tr>
<td>Total General Fund</td>
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<tr>
<td>Road Fund</td>
<td>1,620,000</td>
<td>-</td>
<td>1,620,000</td>
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<tr>
<td>Administrative Services Fund</td>
<td>100,000</td>
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<tr>
<td>Total Supplemental</td>
<td>1,724,000</td>
<td>-</td>
<td>1,724,000</td>
</tr>
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</table>

ADOPTED this ____ day of ________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

Jack Louws, County Executive

Date: ____________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

I:\BUDGET\SUPPLS\2014_Suppl\Supplemental #5-2014.doc
## WHATCOM COUNTY
### Summary of the 2014 Supplemental Budget Ordinance No. 5

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tr>
<td><strong>General Fund</strong></td>
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<tr>
<td>Council</td>
<td>To fund WSAC Legislative Steering Committee representation expenses.</td>
<td>4,000</td>
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<td><strong>Total General Fund</strong></td>
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<td>4,000</td>
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<tr>
<td>Road Fund</td>
<td>To fund transfer to Slater Road Intersections, Imhof and Ferndale Roads Project Budget Fund.</td>
<td>1,620,000</td>
<td>-</td>
<td>1,620,000</td>
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<tr>
<td>Administrative Services Fund</td>
<td>To fund transfer for phase I of phone system replacement project.</td>
<td>100,000</td>
<td>-</td>
<td>100,000</td>
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<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>1,724,000</td>
<td>-</td>
<td>1,724,000</td>
</tr>
</tbody>
</table>
January 16, 2014

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Dana Brown-Davis, Clerk of the Council

SUBJ: Supplemental Budget Request

On Tuesday, January 14, the Whatcom County Council appointed Councilmember Pete Kremen to serve on the Washington State Association of Counties Legislative Steering Committee. Attached find a supplemental budget request to cover expenses associated with Councilmember Kremen’s travel to and from Steering Committee meetings and the annual conference.

Please contact me if you have questions.

Thank you.
Supplemental Budget Request

Council

Suppl ID # 1778  Fund 1  Cost Center 1100  Originator: Dana Brown-Davis

Expenditure Type: One-Time  Year 2  2014  Add'l FTE □  Add'l Space □  Priority 1

Name of Request: WSAC Legislative Steering Committee Expenses

X

Department Head Signature (Required on Hard Copy Submission)  Date

1. Description of request:
Each year the County Council appoints one of its members to be their representative at the Washington State Association of Counties Legislative Steering Committee. This requires travel to Olympia for each meeting. Due to recent budget cuts, there is no longer enough funding in the Council budget to pay for the travel costs for the appointed member to attend every meeting for the year.

2. Primary customers:
Whatcom County and its citizens.

3. Problem to be solved:
Council does not have enough money in its budget to pay for the appointed member to attend all the meetings throughout the year.

4. Options / Advantages:
The only other option would be for the appointee to only attend a couple of meetings for the year.

5. Cost savings:

6. Outcomes:
The Legislative Steering Committee is responsible to prepare and recommend a proposed legislative program for consideration of the membership at the annual meeting. The Committee monitors events of each legislative session and is empowered to adopt policy relating to legislation, executive branch policies and operation, and the activities of other organizations and associations. The County Council feels it is important to have a representative on this committee who is able to attend all the meetings.

7. Measures:

8. Other Departments/Agencies:

9. Name the person in charge of implementation and what they are responsible for:

10. Funding Source:

Thursday, January 16, 2014
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Frank M. Abart, Director

FROM: Joe Rutan, P.E., County Engineer/Assistant Director

RE: 2014 Supplemental Budget Request – Slater Road Intersections at Imhoff and Ferndale Roads

DATE: January 10, 2014

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1777).

- Background and Purpose
This supplemental budget request authorizes funding of $1,620,000 to be transferred from the Road fund to the new created project based budget for the Slater Road Intersections at Imhoff and Ferndale Roads project. This project was approved as priority number 9 on the Annual Construction Program (Resolution 2013-039).

- Funding Amount and Source
The project will also be funded with STP(R) funding of $1,120,000.

Please contact Joe Rutan at extension 50627, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

<table>
<thead>
<tr>
<th>Supp'l ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tr>
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<td>108920</td>
<td>Shonda Shipman</td>
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Expenditure Type: One-Time
Year: 2014
Add'l FTE [ ]
Add'l Space [ ]
Priority: 1

Name of Request: Slater Road Intersections at Imhoff and Ferndale

Department Head Signature (Required on Hard Copy Submission)

Date: 11/13/2014

 Costs:

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<th>Object Description</th>
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<tr>
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<td>Operating Transfer In</td>
<td>$1,620,000</td>
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<tr>
<td>8351</td>
<td>Operating Transfer Out</td>
<td>($1,620,000)</td>
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Request Total: $0

1a. Description of request:
Transfer Road fund contribution to new project based budget for Slater Road Intersections at Imhoff and Ferndale Roads. See related Slater Rd. Intersections project budget.

1b. Primary customers:
The citizens of Whatcom County.

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:
N/A.

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:
Road fund balance.

Friday, January 10, 2014
Slater Road Intersections
CRP # 910003

Construction Funding Year(s): 2015

Project Narrative:
This Slater Road project is located between Imhoff Road and Ferndale Road in Sections 31 and 32 of T39N, R2E. The work involves the additions of turn lanes on Slater Road at Imhoff and Ferndale Roads, as well as widening the half mile roadway section to current standards between the intersections. This project is listed #11 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and R/W to begin in 2014 with construction to be completed in 2015.

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<td>$1,620,000</td>
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<th>Environmental Permitting</th>
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<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Administrative Services

Information Technology

Supp'l ID #: 1779  Fund  507  Cost Center  507161  Originator: M Caldwell/Perry Rice

Expenditure Type: One-Time  Year 2  2014  Add'l FTE  □  Add'l Space  □  Priority  1

Name of Request: Transfer to Fund Phone System Project

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
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<td>Retained Earnings</td>
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<tr>
<td>8351</td>
<td>Operating Transfer Out</td>
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<td>Request Total</td>
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<td>$0</td>
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</tbody>
</table>

1a. Description of request:

Transfer funds to fund Phase I consultant services for the Telecommunications System Replacement project. See related project budget ordinance.

1b. Primary customers:

Whatcom County government

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:

Transfer will be funded by funds collected in the 2013 admin cost allocation to all departments.

Thursday, January 16, 2014
<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td></td>
<td>1/17/14</td>
<td></td>
<td>1/28/2014</td>
<td>Introduction</td>
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<td>Division Head:</td>
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<td>1/9/14</td>
<td></td>
<td>2/11/2014</td>
<td>Finance/Council</td>
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<td>Dept. Head:</td>
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<td>1/9/3/14</td>
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<td>01/16/14</td>
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<td>1/16/14</td>
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<td>Executive:</td>
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<td>1/21/14</td>
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</table>

**TITLE OF DOCUMENT:** An Ordinance Establishing the Dakota Creek Bridge No. 500 Project Fund and Establishing a Project Based Budget for the Dakota Creek Bridge No. 500 Project.

**ATTACHMENTS:** Ordinance and Budget Modification Requests

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( C ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

An Ordinance Establishing the Dakota Creek Bridge No. 500 Project Fund and Establishing a Project Based Budget for the Dakota Creek Bridge No. 500 Project.

**COMMITTEE ACTION:**

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/28/2014: Introduced</td>
</tr>
</tbody>
</table>

**Related County Contract #:** 
**Related File Numbers:** 
**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
Memorandum

To: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: January 13, 2014

Re: Project Based Budget Request #1 for Dakota Creek Bridge No. 500 CRP #910001

Requested Action:

This Project Based Budget Request #1 of $2,718,268 will fund the creation of Plans, Specifications, Engineer's Estimate (PS&E), environmental permitting, a portion of Right-of-Way acquisition, and construction for the above referenced project.

Background and Purpose:

In November of 2013 the 2014 Annual Construction Program was adopted by Resolution 2013-039. Project Priority #18 on the Annual Program is titled "Portal Way/Dakota Creek Bridge No. 500".

The necessary budgetary authority is now being sought through the attached ordinance. This ordinance will allow the Executive to enter into contracts on behalf of the County in order to complete the activities listed within the time and financial limits set by ordinance.

Information:

This budget request is intended to fund the complete design of the subject project as well as acquisition of all environmental permits necessary to complete construction, and to purchase Right-of-Way that will be required, and construction of the project.
ORDINANCE NO. ________

ESTABLISHING THE DAKOTA CREEK BRIDGE NO. 500 PROJECT FUND
AND ESTABLISHING A PROJECT BASED BUDGET FOR
THE DAKOTA CREEK BRIDGE NO. 500 PROJECT

WHEREAS, the Dakota Creek Bridge No. 500 needs seismic improvements, and,

WHEREAS, the Dakota Creek Bridge No. 500 Seismic Retrofit was approved as project #18 on the one year road program, and the project will involve a retrofit to mitigate the risk of failure in the event of a seismic event, and,

WHEREAS, the project will be funded with federal BRAC funding,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January 1, 2014 titled “Dakota Creek Bridge No. 500”. This fund shall be used to account for the expenditures and revenues for the construction of said project, and,

BE IT FURTHER ORDAINED by the Whatcom County Council that the Dakota Creek Bridge No. 500 Project is approved with a project budget of $2,718,268 as described in Exhibit A.

ADOPTED this ____ day of __________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: ____________________
Exhibit A

Project Title: Portal Way/Dakota Creek Bridge No. 500
CRP #910001
Project Based Budget Request: No. 1
Duration Requested: 3 yrs (2014, 2015, and 2016)

<table>
<thead>
<tr>
<th>Object Account</th>
<th>Project Budget</th>
<th>Estimated Project Cost 2014-2016</th>
<th>Expenditures to Date</th>
<th>Requested Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>595110</td>
<td>Professional Services</td>
<td>$ 400,000</td>
<td>$ 281,732</td>
<td>$ 118,268</td>
</tr>
<tr>
<td>595200</td>
<td>Right-of -Way</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>595510</td>
<td>Construction</td>
<td>2,600,000</td>
<td>-</td>
<td>2,600,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$ 3,000,000</td>
<td>$ 281,732</td>
<td>$ 2,718,268</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Object Account</th>
<th>Project Funding</th>
<th>Estimated Project Revenues</th>
<th>Revenue to Date</th>
<th>Requested Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>4333.2021</td>
<td>Federal Bridge Funds</td>
<td>$ 2,800,000</td>
<td>$ 66,672</td>
<td>$ 2,733,329</td>
</tr>
<tr>
<td>8301.</td>
<td>Road Fund Transfer</td>
<td>200,000</td>
<td>215,060</td>
<td>(15,060)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$ 3,000,000</td>
<td>$ 66,672</td>
<td>$ 2,718,268</td>
</tr>
</tbody>
</table>
Project Narrative:
This project is located south of Blaine in Section 8, T40N, R1E. This is a seismic retrofit project to mitigate the risk of failure in the event of a seismic event. This project is listed #29 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Design is complete. BRAC funding acquired. Permitting is ongoing. Construction scheduled for 2014.

Total Estimated Project Cost: $3,000,000
Expenditures to Date: $300,000

Funding Sources:
Federal $2,800,000
State $0
Local $200,000

Environmental Permitting
HPA, SEPA, SEC 404, NEPA, County Shorelines

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
None
<table>
<thead>
<tr>
<th>Date</th>
<th>Source of Funds</th>
<th>Contract No.</th>
<th>Contract Amount</th>
<th>Work Code(s)</th>
<th>Functional Class</th>
<th>Length (miles)</th>
<th>Notes</th>
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<td></td>
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</tr>
</tbody>
</table>

**Note:** This table represents an excerpt from a document that includes data on various transportation projects and their associated costs, work codes, and functional classes. Each row details specific information about different projects and their associated details.
TITLE OF DOCUMENT: An Ordinance Establishing the Slater Road Intersections, Imhoff and Ferndale Roads Project Fund and Establishing a Project Based Budget for the Slater Road Intersections, Imhoff and Ferndale Roads Project.

ATTACHMENTS: Ordinance & Budget Modification Requests

SEPA review required? ( ) Yes (X) No
SEPA review completed? ( ) Yes (X) No

Should Clerk schedule a hearing? ( ) Yes (X) No
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

An Ordinance Establishing the Slater Road Intersections, Imhoff and Ferndale Roads Project Fund and Establishing a Project Based Budget for the Slater Road Intersections, Imhoff and Ferndale Roads Project.

COMMITTEE ACTION:

COUNCIL ACTION:
1/28/2014: Introduced

Related County Contract #:
Related File Numbers:
Ordinance or Resolution Number:
Memorandum

To: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: January 13, 2014

Re: Project Based Budget Request #1 for Slater Road Intersections, Imhoff and Ferndale Roads - CRP #910003

Requested Action:

This Project Based Budget Request #1 of $2,740,000 will fund the creation of Plans, Specifications, Engineer's Estimate (PS&E), environmental permitting, a portion of Right-of-Way acquisition, and construction for the above referenced project.

Background and Purpose:

In November of 2013 the 2014 Annual Construction Program was adopted by Resolution 2013-039. Project Priority #9 on the Annual Program is titled "Slater Road Intersections".

The necessary budgetary authority is now being sought through the attached ordinance. This ordinance will allow the Executive to enter into contracts on behalf of the County in order to complete the activities listed within the time and financial limits set by ordinance.

Information:

This budget request is intended to fund the complete design of the subject project as well as acquisition of all environmental permits necessary to complete construction, and to purchase Right-of-Way that will be required and construction of the project.
ORDINANCE NO. ________

ESTABLISHING THE SLATER ROAD INTERSECTIONS, IMHOFF AND FERNDALE ROADS PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE SLATER ROAD INTERSECTIONS, IMHOFF AND FERNDALE ROADS PROJECT

WHEREAS, the Slater Road Intersections at Imhoff and Ferndale Roads need improvements, and,

WHEREAS, the Slater Road Intersections, Imhoff and Ferndale Roads project was approved as project #9 on the one year road program, and the project will involve the addition of turn lanes on Slater Road at Imhoff and Ferndale Roads, as well as widening the half mile roadway section to current standards between the intersections, and,

WHEREAS, the project will be funded with federal STP(R) funding of $1.120 million and local funding of $1.620 million, and,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January 1, 2014 titled “Slater Road Intersections, Imhoff and Ferndale Roads”. This fund shall be used to account for the expenditures and revenues for the construction of said project, and,

BE IT FURTHER ORDAINED by the Whatcom County Council that the Slater Road Intersections, Imhoff and Ferndale Roads Project is approved with a project budget of $2,740,000 as described in Exhibit A.

ADOPTED this ___ day of _______ ____________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

Chief Civil Deputy Prosecutor

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: __________________________
Slater Road Intersections
CRP #910003

Construction Funding Year(s): 2015

Project Narrative:
This Slater Road project is located between Imhoff Road and Ferndale Road in Sections 31 and 32 of T39N, R2E. The work involves the additions of turn lanes on Slater Road at Imhoff and Ferndale Roads, as well as widening the half mile roadway section to current standards between the intersections. This project is listed #11 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and R/W to begin in 2014 with construction to be completed in 2015.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $2,740,000</th>
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<tbody>
<tr>
<td>Expenditures to Date: $0</td>
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</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
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<tr>
<td>Federal $1,120,000 (STP)</td>
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<tr>
<td>State $0</td>
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<tr>
<td>Local $1,620,000</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs</th>
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<tr>
<td>Right-of-Way Acquisition (Estimate) $200,000</td>
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<tr>
<td>County Forces (Estimate) N/A</td>
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### Six Year Transportation Improvement Program

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<th>Unified Project Number</th>
<th>Priority Class</th>
<th>Program Completion Year</th>
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<tr>
<td>FY 2020</td>
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<tr>
<td>FY 2021</td>
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<td>FY 2026</td>
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</table>

**Assignment:**
- Project No. 0001
- Project No. 0002

**Meeting Date:**
- From 2014 to 2019

**Agency:**
- Washington State Department of Transportation
Project Title: Slater Road Intersections, Imhoff and Ferndale Roads  
CRP #910003  
Project Based Budget Request: No. 1  
Duration Requested: 3 yrs (2014, 2015 and 2016)

<table>
<thead>
<tr>
<th>Object Account</th>
<th>Project Budget</th>
<th>Project Expenditures from Inception</th>
<th>Estimated Project Cost 2014-2016</th>
<th>Expenditures to Date</th>
<th>Requested Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>595110</td>
<td>Professional Services</td>
<td>$ 17,215</td>
<td>$ 250,000</td>
<td>$ 17,215</td>
<td>$ 250,000</td>
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<tr>
<td>595200</td>
<td>Right-of-Way</td>
<td>-</td>
<td>200,000</td>
<td>-</td>
<td>200,000</td>
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<tr>
<td>595300</td>
<td>Construction</td>
<td>-</td>
<td>2,290,000</td>
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<td>2,290,000</td>
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<tr>
<td><strong>Total</strong></td>
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<td>$ 17,215</td>
<td>$ 2,740,000</td>
<td>$ 17,215</td>
<td>$ 2,740,000</td>
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</table>

<table>
<thead>
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<th>Object Account</th>
<th>Project Funding</th>
<th>Revenues from Inception</th>
<th>Estimated Project Revenues</th>
<th>Revenue to Date</th>
<th>Requested Project Budget</th>
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<tbody>
<tr>
<td>4333.2022</td>
<td>Federal STP(R) Funds</td>
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<td>$ 1,120,000</td>
<td>$</td>
<td>$ 1,120,000</td>
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<tr>
<td>8301</td>
<td>Road Fund Transfer</td>
<td>-</td>
<td>1,620,000</td>
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<td>$</td>
<td>$ 2,740,000</td>
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</table>
**WHATCOM COUNTY COUNCILL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>01/28/2014</td>
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<td>02/11/2014</td>
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<td>1/17/2014</td>
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<td>1/16/2014</td>
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<tr>
<td>Executive:</td>
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</table>

**TITLE OF DOCUMENT:** An Ordinance Establishing the Telecommunications System Replacement Project Fund.

**ATTACHMENTS:** Memoranda & Ordinance

**SEPA review required?** ( ) Yes ( X ) NO
**SEPA review completed?** ( ) Yes ( X ) NO

**Summary Statement or Legal Notice Language:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Requesting Council approval to establish a project fund for the telecommunications system replacement project and adoption of a capital budget appropriation in the amount of $100,000 for Phase I.

**Committee Action:**

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/28/2014: Introduced</td>
</tr>
</tbody>
</table>

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
To: Jack Louws, County Executive  
From: Perry L. Rice, IT Manager  
Date: 01/16/2014  
Re: Capital Budget Appropriation Request – Telecommunications System Replacement

- **Background and Purpose**

Whatcom County’s current Ericsson MD110 telecommunications system has been in place for approximately 20-years. The county has been notified that support for this system will end on or before March 31, 2015. This system is used by all Whatcom County departments and is critical to ongoing government operations and public service.

The purpose of this request is to establish a Telecommunications System Replacement Project Fund with an initial capital budget appropriation of $100,000 for Phase I. Phase I of this project will include assistance from a telecommunications consultant as follows:

- Project Planning
- Technical Review
- Organization-Wide Needs Assessment
- Budget Support
- Specifications for a Request for Proposal (RFP) for a Replacement System

Additional funding will be required in 2014 for Phase II of this project which will be the procurement and implementation of a replacement telecommunications system.

- **Funding Amount and Source**

Initial funding for the Telecommunications System Replacement Fund in the amount of $100,000 will be transferred from the Administrative Services Fund.

Please contact Deanna Reynolds at extension 51026 if you have any questions or concerns regarding this request.
ORDINANCE NO. ________

ESTABLISHING THE TELECOMMUNICATIONS SYSTEM REPLACEMENT FUND AND RELATED CAPITAL BUDGET APPROPRIATION

WHEREAS, Whatcom County’s current telecommunications system was put into service approximately twenty (20) years ago in 1994, and

WHEREAS, all support for Whatcom County’s current telecommunications system will end on or before March 31st 2015, and

WHEREAS, the first phase of the project will include an organization wide needs assessment and the development of specifications for a request for proposals, and

WHEREAS, funding for the first phase of the project shall be from amounts collected for this purpose in the administrative cost allocation to all departments, and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective February 11, 2014 titled “Telecommunications System Replacement Fund”. This fund shall be used to account for the costs and revenues of said project, and,

BE IT FURTHER ORDAINED by the Whatcom County Council that a capital budget appropriation of $100,000 is hereby established for the first phase of the telecommunications system replacement.

ADOPTED this ____ day of ________________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON

CARL WEIMER, CHAIR OF THE COUNCIL

APPROVED AS TO FORM: Jack Louws, County Executive

( ) Approved ( ) Denied

Civil Deputy Prosecutor

Date: __________________________
**TITLE OF DOCUMENT:**
Res requesting no further contract amendments with CH2M Hill w/o Council approval

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

A resolution requesting the County Executive not enter into further contract amendments on contract number 201205028 with CH2M Hill without County Council review and approval

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO. ______

REQUESTING THE COUNTY EXECUTIVE NOT ENTER INTO FURTHER CONTRACT AMENDMENTS ON CONTRACT NUMBER 201205028 WITH CH2M HILL WITHOUT COUNTY COUNCIL REVIEW AND APPROVAL

WHEREAS, the Whatcom County Council believes that open transparent government leads to the best decisions for the people of Whatcom County; and

WHEREAS, the Whatcom County Charter created two branches of government, the Executive Branch and the Legislative Branch, and charged each “to work with the other branch for a unified government for the people of Whatcom County”; and

WHEREAS, the Whatcom County Council believes that citizens affected by major decisions should have an opportunity to have a voice in those decisions; and

WHEREAS, contracts that come from the Executive Branch to the County Council for review and approval provide the public with open and transparent knowledge of the workings of the County; and

WHEREAS, our current Purchasing System allows the Executive Branch to make major decisions through certain contract amendments without consulting with the County Council or the people; and

WHEREAS, the Whatcom County Council recently learned that the Executive Branch has amended a contract regarding a proposed project review very important to many people in Whatcom County, to increase that contract by nearly $900,000 without consulting the County Council; and

WHEREAS, the Whatcom County Council recently learned that the Executive Branch intends to soon enter into another contract amendment for a substantial amount of money that will set the scope of the review of this proposed project without the review of the County Council;

NOW THEREFORE BE IT RESOLVED, that the Whatcom County Council requests the County Executive not enter into any further contract amendments to contract number 201205028 with CH2M Hill without the review and approval of the Whatcom County Council.

APPROVED this _________ day of ____________, 2014.

ATTEST:

Dana Brown Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor
TITLE OF DOCUMENT: Resolution Ordering the Cancellation of Uncollectible Accounts Receivable

ATTACHMENTS: Memorandum, Proposed Resolution and listing of uncollectible accounts.

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This resolution orders the cancellation of various uncollectible accounts receivable for the Road and Solid Waste funds. The total amount to be cancelled is $148,043.00. All of the accounts are more than ten (10) years old and ineligible for collection activity as the statute of limitations has expired.

The entire amount has been recorded as uncollectible in the JD Edwards financial system.

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO:      The Honorable Jack Louws, Whatcom County Executive and
         Honorable Members of the Whatcom County Council

THROUGH: Frank M. Abart, Director

FROM:    Shonda L. Shipman, Accounting/Budget Supervisor

DATE:    January 23, 2014

SUBJECT: Resolution to Write Off Uncollectible Accounts Receivable

Attached is a proposed resolution to write off uncollectible accounts for the Road and Solid Waste funds. These accounts occurred on or after December 2, 1986 and are no longer eligible for collection as the statute of limitations has expired.

These accounts are shown as uncollectible in the County financial system.

If you have any questions regarding this request, please contact Shonda Shipman at extension 50573.

Thank you.
RESOLUTION NO. 2014-

ORDERING THE CANCELLATION OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

WHEREAS, the Revised Code of Washington, Section 36.32.120, states the County legislative authority shall audit the collection of money belonging to the County; and

WHEREAS, Public Works Administration has provided a list of uncollectible accounts receivable that were incurred on or after December 2, 1986, and are uncollectible.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that Public Works Administration is directed to write off as uncollectible the accounts receivable listed in Exhibit A.

APPROVED this ____ day of ________, 20__.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

___

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Daniel Gibson, Chief Civil Deputy Prosecutor

Page 1
## EXHIBIT A: Pending Accounts to be Written Off

### WHATCOM COUNTY SOLID WASTE FUND
### BAD DEBT ACCOUNTS
### December 31, 1998

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TOTAL                                      29,139.89
TITLE OF DOCUMENT:
PETITION FOR REFUNDS PAID REPORT

ATTACHMENTS:

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

COMMITTEE ACTION: 

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, Whatcom County Executive
FROM: Steven N. Oliver, Whatcom County Treasurer
DATE: January 23, 2014
RE: Resolution property tax refunds

We are presenting this resolution, consistent with RCW 84.69.020 for the annual list of property tax refunds. No action is required; however, a formal motion to approve the list would be appropriate.

Please consider this resolution at your February 11, 2014 council meeting.
RESOLUTION NO. ________

A RESOLUTION ACCEPTING THE TREASURER’S LIST OF PETITIONS FOR PROPERTY TAX REFUNDS

WHEREAS, RCW 84.69.020 requires that the County Treasurer present a list of all petitions for property tax refunds made during the previous year to the County Council, and;

WHEREAS, a list of the Whatcom County Treasurer’s 2013 Petitions For Property Tax Refund is attached to this resolution, and;

WHEREAS, the Whatcom County Council has received and reviewed the Treasurer’s list of property tax refunds consisting of the names of the persons receiving the refunds, the amounts of the refunds, and reasons for the refunds for the year 2013 in accordance with RCW 84.69.020.

NOW, THEREFORE BE IT RESOLVED, that the Whatcom County Council accepts the 2013 petition for property tax refund list, hereto attached as “Exhibit A”.

APPROVED this _______ day of ______________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk Council Chair

APPROVED AS TO FORM:

__________________________

Civil Deputy Prosecutor
PETITION FOR REFUNDS
PAID REPORT

JANUARY 1, 2013
THROUGH
DECEMBER 31, 2013
# Refunds Paid in 2013

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Total Refunds Paid in 2013: 1,152,311.45
The County Treasurer is required by law (RCW 84.56.240) to present a list of uncollectible personal property to the Council for cancellation.
MEMORANDUM

TO: Jack Louws, Whatcom County Executive

FROM: Steven N. Oliver, Treasurer

DATE: February 04, 2014

RE: Resolution cancellation

We are presenting this resolution, consistent with RCW 84.56.240 and RCW 59.20.030, for cancellation of personal property taxes which are considered to be uncollectible, for delivery to the Whatcom County Council for consideration at its meeting on February 11, 2014. Council's action is required to formally cancel the uncollectible personal property tax.

We certify that we have made diligent search and inquiry for goods and chattels to collect such tax and were unable to collect the same.
SPONSORED BY: _Consent_
PROPOSED BY: _Treasurer_
INTRODUCTION DATE: 02/11/2014

RESOLUTION NO. ___________
CANCELLING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

WHEREAS, RCW 84.56.240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes; and

WHEREAS, Council action is required to formally cancel the uncollectible personal property tax;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the uncollectible personal property tax, attached hereto as Exhibit A & B, is hereby cancelled.

APPROVED this ___ day of ___February______, 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk __________________ Carl Weimer, Council Chair

APPROVED AS TO FORM:

______________________________

Civil Deputy Pros. Atty.
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<th>YR</th>
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| 12208 | DREAM DECKS INC  
SCOTT & STACY SHUMAN  
4073 HANNEGAN RD #H  
BELLINGHAM, WA 98226 | DELETED PROPERTY  
GONE  
OUT OF BUS. NO ASSETS  
RTN MAIL | 2010 | $8.67  | $8.67  |
| 11936 | DREAM DINNERS  
K T DINNER DREAMS INC  
309 TELEGRAPH RD  
BELLINGHAM, WA | DELETED PROPERTY  
GONE  
OUT OF BUS. NO ASSETS  
RTN MAIL | 2011 | $475.36 | $475.36 |
| 3058  | JOHNSON’S FLOWER SHOP  
KATIE OFSHEE  
121 W MAGNOLIA ST  
BELLINGHAM, WA 98225 | DELETED PROPERTY  
GONE  
OUT OF BUS. NO ASSETS  
RTN MAIL | 2012 | $103.30 | $103.30 |
| 4995  | NORTH STAR SAND & GRAVEL  
RANDY LARESTAD  
6675 NORTH STAR RD  
FERNDALE, WA 98248 | DELETED PROPERTY  
BANKRUPTCY  
OUT OF BUS. NO ASSETS | 2009 | $851.19 | $1,170.67 |
|       |                                       |                       | 2010 | $191.73 |        |
|       |                                       |                       | 2012 | $127.75 |        |
| 7444  | SPEEDY GLASS OF BELLINGHAM  
SKYBORNE LLC  
JOE PADILLA  
1918 IOWA ST  
BELLINGHAM, WA 98226 | DELETED PROPERTY  
GONE  
OUT OF BUS. NO ASSETS  
RTN MAIL | 2010 | $628.87 | $1,356.19 |
|       |                                       |                       | 2011 | $727.32 |        |
| 11816 | TACO LOCO  
1 BELLIS FAIR PKWY $504  
BELLINGHAM, WA 98226 | DELETED PROPERTY  
GONE  
OUT OF BUS. NO ASSETS  
RTN MAIL | 2010 | $63.69  | $213.59 |
<p>|       |                                       |                       | 2011 | $149.90 |        |</p>
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<td>LINDA R MCCOY</td>
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page 2
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<td>4672 BIRCH BAY LYNDEN RD #154 BLAINE, WA</td>
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<td>TAMMY M BRIONES</td>
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<td>135330</td>
<td>GEORGE A HICKEY</td>
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<td>1971 OLYMPIAN</td>
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<td>LYNDEN, WA 98264</td>
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<td>142637</td>
<td>ALEKSANDR &amp; NATALYA PLOTNIKOV</td>
<td>8319 GOLDEN VALLEY BLVD</td>
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<td>MAPLE FALLS, WA 98266</td>
<td>DP BY LAND OWNER</td>
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### WHATCOM COUNTY COUNCIL AGENDA BILL

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<th>Agenda Date</th>
<th>Assigned to</th>
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</table>

**TITLE OF DOCUMENT:** Approval to Purchase Replacement 1-Ton Cab and Chassis with 2-3 Yard Dump Body

**ATTACHMENTS:** Memos from Finance and Public Works

**SEPA review required?** ( ) Yes ( x ) NO
**SEPA review completed?** ( ) Yes ( ) NO

**Should Clerk schedule a hearing?** ( ) Yes ( x ) NO
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works is requesting approval award the bid for three replacement 1-ton cab and chassis with 2-3 yard dump body. The vendor is Legacy Ford and the total cost is $107,927.76. This is a planned purchase and adequate funds are available.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
DATE: 30 January 2014
TO: Jack Louws, County Executive
FROM: Brad Bennett, Administrative Services Finance Manager
SUBJECT: Award of Bid 13-103 1-Ton Cab and Chassis with 2-3 Yard Dump Body

- **Background & Purpose**

Bids were advertised for the supply of three replacement 1-ton cab and chassis with 2-3 yard dump body for use by Maintenance & Operations. Two responsive bids were received and are noted below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Make &amp; Model</th>
<th>Cost per Unit</th>
<th>Subtotal</th>
<th>Sales Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diehl Ford</td>
<td>2014 F350 4x2 DRW w/ dump body</td>
<td>35,119.00</td>
<td>105,357.00</td>
<td>9,376.77</td>
<td>114,733.77</td>
</tr>
<tr>
<td>Legacy Ford</td>
<td>2014 F350 4x2 DRW w/ dump body</td>
<td>33,127.00</td>
<td>99,387.00</td>
<td>8,546.77</td>
<td>107,927.76</td>
</tr>
</tbody>
</table>

Public Works is requesting approval to award to the lowest responsive bidder Legacy Ford. The total cost for this purchase is $107,927.76.

- **Funding**

This is a planned purchase and adequate funds are available in the current ER&R budget.

I concur with this request.

Admin. Services Finance Manager

Approved as recommended:

______________________________
County Executive

Date of Council Action ________________
MEMORANDUM

TO: Brad Bennett, AS Finance Manager
THROUGH: Frank M. Abart, PW Director
FROM: Eric L. Schlehuber, PW Equipment Services Manager
Jeff Gollen, PW Maintenance & Operations Superintendent

RE: Bid 13-103, 1-Ton Cab and Chassis with 2-3 Yard Dump Body

DATE: December 13, 2013

- Requested Action
After researching the cost for a 1-ton cab and chassis with 2-3 yard dump body, I am requesting Executive and Council approval to purchase three 2014 Ford F350 Cab & Chassis DRW Patch Trucks to replace the following:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>REPLACE UNIT</th>
<th>MAKE / MODEL</th>
<th>EST. MILEAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW – M&amp;O</td>
<td>211</td>
<td>2001 Dodge Ram 3500 1-Ton Patch Truck</td>
<td>159,470.0</td>
</tr>
<tr>
<td>PW – M&amp;O</td>
<td>239</td>
<td>2004 Ford F350 1-Ton Patch Truck</td>
<td>124,156.0</td>
</tr>
<tr>
<td>PW – M&amp;O</td>
<td>246</td>
<td>2001 Dodge Ram 3500 1-Ton Patch Truck</td>
<td>159,226.0</td>
</tr>
</tbody>
</table>

- Background and Purpose
These units were approved as replacements in the 2013-2014 Equipment Rental and Revolving Capital Equipment Budget. Public Works Maintenance & Operations Division will use these units as needed in the performance of county business on county road projects and road maintenance. Bids were duly advertised for these 1-ton cab and chassis with 2-3 yard dump body. Two bids were received on Tuesday, December 10, 2013. Listed below is the detailed bid tabulation for the lowest and most responsive bid that meets specific minimum specifications:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>MAKE / MODEL</th>
<th>QTY</th>
<th>PRICE EACH</th>
<th>SALES TAX TOTAL (8.6%)</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legacy Ford</td>
<td>2014 Ford F350 Cab &amp; Chassis DRW Patch Truck</td>
<td>3</td>
<td>$33,127.00</td>
<td>$8,546.77</td>
<td>$107,927.76</td>
</tr>
</tbody>
</table>

- Funding Amount and Source
This amount has been budgeted during in the 2013-2014 Budget process. I am requesting Executive and Council approval to purchase these units from Legacy Ford in Pasco, Washington for the price of $33,127.00 per unit for a total of $99,381.00 for three units, plus sales tax of $8,546.77 for a total amount of $107,927.76.


- **Recommended Action**

Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the January 28, 2014 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
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<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Originator:</td>
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**TITLE OF DOCUMENT:** Approval to Purchase Retro-Reflective Materials (glass beads for traffic marking paint)

**ATTACHMENTS:** Memos from Finance and Public Works

<table>
<thead>
<tr>
<th>SEPA review required</th>
<th>( ) Yes (x) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>(x) Yes ( ) NO</th>
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<tr>
<td>SEPA review completed?</td>
<td>(x) Yes ( ) NO</td>
<td>Requested Date:</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works is requesting approval to purchase Retro-Reflective Materials (glass beads for traffic marking paint) for 2014 using the Washington State Contract #02513. The vendor is Alpine Products. Retro-reflective materials are purchased on an as needed basis and the total expenditure for retro-reflective materials could be up to $100,000.00. This is a regularly budgeted expenditure.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
DATE: 30 January 2014

TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Approval to Purchase Retro-Reflective Materials (glass beads for traffic marking paint)

- **Background & Purpose**

Public Works is requesting approval to use the Washington State Contract #02513 for the 2014 purchase of retro-reflective materials (glass beads for traffic marking paint). The vendor is Alpine Products Inc.

Retro-reflective materials are purchased on an as needed basis, and Public Works uses these materials regularly as part of the road maintenance program. Total expenditure for retro-reflective materials could reach $100,000.

- **Funding**

This is a regularly budgeted item and funds exist in the current budget. I concur with this recommendation.

Approved as recommended:

________________________________________
AS Finance Manager

County Executive

Date of Council Action ________________
MEMORANDUM

TO: Brad Bennett, AS Finance Manager
THROUGH: Frank M. Abart, PW Director
FROM: Eric L. Schlehuber, PW Equipment Services Manager
        Jeff Gollen, PW Maintenance & Operations Superintendent
RE: Washington State Contract 02513 (Retro-Reflective Materials)
DATE: January 8, 2014

- Requested Action
I am requesting Executive and Council approval to purchase the following material as needed from the Washington State Bid Procurement List during 2014 through December 31, 2015 (current state contract term is for the period of 01/06/2014 through 12/31/2015):

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>STATE CONTRACT #</th>
<th>EXPIRATION DATE</th>
<th>APPROXIMATE ANNUAL EXPENDITURE</th>
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<tr>
<td>Retro-Reflective Materials</td>
<td>02513</td>
<td>December 31, 2015</td>
<td>$100,000</td>
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</table>

This state contract has been awarded to multiple vendors: 1) 3M Company; 2) Alpine Products, Inc. (for political subdivisions); 3) Potters Industries, LLC (for state level agencies), and 4) Rodda Paint Co. This purchase will be through Alpine Products, Inc., located in Auburn, Washington.

- Background and Purpose
The Maintenance & Operations Division of the Public Works Department uses these materials regularly as part of the road maintenance program. This agreement is for the purpose of providing glass beads for traffic marking paint throughout the year to be used on county road maintenance and road projects as needed.

- Funding Amount and Source
These are regularly budgeted expenditures for material, which is used on an annual basis as needed and has been budgeted during the 2013-2014 Budget process. Expenditures were $76,116 in 2011, $74,680 in 2012, and $32,860 in 2013.

- Recommended Action
Please approve this purchase and forward to the Executive and the Whatcom Council for approval at the January 28, 2014 Whatcom County Council Meeting.

Please contact Jeff Gollen at extension 50660 or Eric L. Schlehuber at extension 50607, if you have any questions or concerns.

Encl.
TITLE OF DOCUMENT: Approval to Purchase Light Bars and Accessories

ATTACHMENTS: Memos from Finance and Public Works

SEPA review required ( ) Yes (x) NO
SEPA review completed? ( ) Yes (x) NO

Should Clerk schedule a hearing? ( ) Yes (x) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works is requesting approval to purchase Light Bars and Accessories for 2014 using the Washington State Contract #03908. The vendor is Auto Additions, Inc. Light bars and accessories are purchased on an as needed basis and the total expenditure for light bars and accessories could be up to $70,000.00. This is a regularly budgeted expenditure.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
DATE: 30 January 2014

TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Approval to Purchase Light Bars and Accessories

• Background & Purpose

Public Works is requesting approval to use the Washington State Contract #03908 for the 2014 purchase of light bars and accessories. The vendor is Auto Additions, Inc.

Light bars and accessories are purchased on an as needed basis for the Sheriff's Department vehicles, and the units are used regularly to maintain safety on our county roads and to comply with state regulations regarding traffic control. Total expenditure for light bars and accessories could reach $70,000.

• Funding

This is a regularly budgeted item and funds exist in the current budget. I concur with this recommendation.

Approved as recommended:

______________________________
County Executive

Date of Council Action ____________
MEMORANDUM

TO: Brad Bennett, AS Finance Manager

THROUGH: Frank M. Abart, PW Director

FROM: Eric L. Schlehuber, PW Equipment Services Manager

RE: Washington State Contract 03908 (Light Bars and Accessories - Oregon)

DATE: December 17, 2013

- Requested Action

I am requesting Executive and Council approval to purchase the following material as needed from the Washington State Bid Procurement List during 2014 (current state contract term is for the period of 11/28/2010 through 11/28/2014):

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>STATE CONTRACT #</th>
<th>EXPIRATION DATE</th>
<th>APPROXIMATE ANNUAL EXPENDITURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Bars and Accessories</td>
<td>03908</td>
<td>November 28, 2014</td>
<td>$70,000.00</td>
</tr>
</tbody>
</table>

This state contract has been awarded to multiple vendors. These units will be purchased from Auto Additions, Inc. in Lacey, Washington.

- Background and Purpose

The Sheriff's Department uses these units on their vehicles to provide safety for county personnel and citizens. These units are used regularly to maintain safety on our county roads and to comply with state regulations regarding traffic control. Units will provide much needed visibility and are a safety reminder. These units were approved in the Equipment Rental and Revolving Capital Equipment 2013-2014 Budget. The above listed department will use these units in the performance of county business.

- Funding Amount and Source

These are regularly budgeted expenditures for light bars and accessories, which are used on an annual basis as needed and have been budgeted during the 2013-2014 Budget process in the Equipment Rental and Revolving Capital Equipment Fund. Expenditures were $5,882 in 2011, $5,882 in 2012, and $9,360.74 in 2013. Expenditures in 2011 and 2012 were low since we did not replace any vehicles.

- Recommended Action

Please approve this purchase and forward to the Executive and the Whatcom Council for approval at the January 28, 2014 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns.

Encl.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PI</td>
<td>12/4/13</td>
<td></td>
<td>2/11/13</td>
<td>Council/Finance</td>
</tr>
<tr>
<td>Division Head:</td>
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<td>1/23/14</td>
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<tr>
<td>Dept. Head:</td>
<td>HAO</td>
<td>1/24/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>J G</td>
<td>1/28/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>WDA</td>
<td>1/29/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>WDA</td>
<td>2/1/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT: Contract between Whatcom County and National Alliance on Mental Illness (NAMI) for the provision of mental health services.

ATTACHMENTS:

1. Contract Information Sheet
2. Memorandum to Executive’s Office
3. 2 original contract agreements

SEPA review required? ( ) Yes ( X ) No
SEPA review completed? ( ) Yes ( X ) No
Should Clerk schedule a hearing? ( ) Yes ( X ) No
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This contract funds the National Alliance on Mental Illness (NAMI) of Whatcom County to provide education and support programs to residents who personally experience or have loved ones who experience mental illness.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt

RE: National Alliance on Mental Illness (NAMI) of Whatcom County, Contract for Community Education and Support for residents experiencing mental illness

DATE: January 22, 2014

Enclosed are two (2) originals of an agreement between Whatcom County and NAMI for your review and signature.

- **Background and Purpose**
  Whatcom County residents who personally experience, or have loved ones who experience mental illness are better able to lead productive lives when provided education and support. Education and support can also reduce the stigma of mental illness and promote access to necessary treatment services. Mental illness can be a chronic condition, yet ongoing recovery is achievable, especially when supports and services are accessible and utilized.

The Whatcom County Mental Health Program seeks to contract with NAMI of Whatcom County to provide education and evidence based support programs to individuals and groups. The County has had a similar contract with NAMI in place during the last 3 years, and during the past year NAMI has provided mental health education and support to more than 460 community members.

- **Funding Amount and Source**
  The funding available for the contract period is $25,000.00 and is supported by the Chemical Dependency/Mental Health Program Fund. Council approval is required because the contract exceeds $20,000.

- **Differences from Previous Contract**
  This is a new contract.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract or Grant Administrator:</strong></td>
<td>Joe Fuller</td>
</tr>
<tr>
<td><strong>Contractor’s / Agency Name:</strong></td>
<td>National Alliance on Mental Illness (NAMI) of Whatcom County</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes X No ____________ If not, is this an Amendment or Renewal to an Existing Contract? Yes ___ No ___

Does contract require Council Approval? Yes X No ____________

Is this a grant agreement? Yes ___ No X ___

If yes, grantor agency contract number(s) ____________ CFDA # ____________

Is this contract grant funded? Yes ___ No X ___

If yes, associated Whatcom County grant contract number(s) ____________

Is this contract the result of a RFP or Bid process? Yes X No ___ Contract ____________ Cost Center: 124100

Is this agreement excluded from E-Verify? No ___ Yes X ___

If yes, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- Contract less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Gov’ts)
- Public Works - Local Agency/Federally Funded FHWA

Contract Amount: (sum of original contract amount and any prior amendments) $ ____________

This Amendment Amount: $ ____________

Total Amended Amount: $ ____________

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

Summary of Scope:
The Whatcom County Mental Health Program seeks to contract with NAMI of Whatcom County to provide education and evidence based support programs to individuals and groups.

**Term of Contract: 1 year**

Expiration Date: 02/28/2015

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]

1. Prepared by: ____________ pj ____________ Date 12/4/13 [electronic]
2. Attorney reviewed: ____________ rb ____________ Date 1/14/14 [electronic]
3. AS Finance reviewed: ____________ mcd ____________ Date 1/22/14 [electronic]
4. IT reviewed if IT related: ____________ ____________ Date ____________ [electronic] hard copy printed
5. Corrections made: ____________ ____________ Date ____________
6. Attorney signoff: ____________ ____________ Date ____________
7. Contractor signed: ____________ ____________ Date 1/23/14
8. Submitted to Exec Office: ____________ ____________ Date 1/30/14 [summary via electronic; hardcopies]
9. Council approved (if necessary): ____________ ____________ Date ____________
10. Executive signed: ____________ ____________ Date ____________
11. Contractor Original Returned to dept: ____________ ____________ Date ____________
12. County Original to Council: ____________ ____________ Date ____________
CONTRACT FOR SERVICES AGREEMENT
NAMI of Whatcom County, Community Education and Support

National Alliance on Mental Illness, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 8.
- Exhibit A (Scope of Work), pp. 9 to 10.
- Exhibit B (Compensation), p. 11 to 12.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the March 1, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 28th day of February, 2015.

The general purpose or objective of this Agreement is to provide Community Education and Support services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $25,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of January, 2014.

CONTRACTOR:

National Alliance on Mental Illness (NAMI)

Megan Herbert, Executive Director

STATE OF WASHINGTON

COUNTY OF Whatcom

On this 23rd day of January, 2014, before me personally appeared Megan Herbert, Executive Director (title) of NAMI (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

VICTORIA L. MCCLURE
COMMISSION EXPIRES
01-19-2016
STATE OF WASHINGTON
NOTARY PUBLIC

98 1
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager  Date

Regina A. Delahunt, Department Director  Date

Approved as to form:

Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
) ss
COUNTY OF WHATCOM  )

On this _____ day of __________, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at
___________________________. My commission expires ____________________.

CONTRACTOR INFORMATION:

National Alliance on Mental Illness (NAMI)
1212 Indian Street
Bellingham, WA 98225-5164

Mailing Address:
PO Box 4124
Bellingham, WA 98227

Contact Name: Megan Herbert, Executive Director

Contact Phone: (360) 671-4950
Contact FAX: N/A
Contact Email: nami@healthsupportcenter.org

HL_030114_NAMI_Education_%26_Support_Services
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing.

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of
appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County’s customary procedures, pursuant to the fee schedule set forth in Exhibit "D."

21.1 **Taxes:**
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 **Withholding Payment:**
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to the Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 **Labor Standards:**
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 **Assignment and Subcontracting:**
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
- Property Damage per occurrence - $500,000.00
- General Liability & Property Damage for bodily injury- $1,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Joe Fuller, Prevention Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
Phone: 360-676-6724 x30684
Email: JFuller@co.whatcom.wa.us
37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor hereinabove in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law.
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

EXHIBIT "A"
SCOPE OF WORK

I. Background

Whatcom County residents who personally experience, or have loved ones who experience mental illness are better able to lead productive lives when provided education and support. Education and support can also reduce the stigma of mental illness and promote access to necessary treatment services. Mental illness can be a chronic condition, yet ongoing recovery is achievable, especially when support and services are accessible and utilized. Using Chemical Dependency/Mental Health Program Funds, the County intends to contract with NAMI (the National Alliance of Mental Illness) of Whatcom County to provide a number of educational and support programs that focus on peer support, understanding mental illness and recovery, successful management of mental illness, reducing the stigma associated with mental illness and promoting access to services.

II. Statement of Work

The Contractor will provide a variety of Community Education and Support mental health programs and services to Whatcom County residents. The goals of these programs and services are to increase knowledge and awareness of mental illness and its impacts, reduce the stigma of mental illness, provide support to individuals and families who live with mental illness, promote stabilization and recovery from mental illness, provide resources to individuals and families, and promote access to treatment services.

Programs and services provided under this contract will include the following:

1. A NAMI Web Directory will be maintained with updated and current contact information for Whatcom County mental health providers.
2. Five (5) annual Educational Forums about mental health will be offered at no cost to community attendees, with featured speakers who are known to have expertise in the topic area presented.
3. The Contractor will utilize nationally recognized and standardized curricula whenever possible for support groups and classes. Classes offered under this contract include:
   a. Family to Family – a 12 week class offered two times annually
   b. Peer to Peer – a 10 week class offered one time annually
   c. WRAP (Wellness Recovery Action Plan) – a 7 class program offered two times annually.
4. A local telephone land line that residents may call to receive information and assistance in connecting to services and support that will be operated no less than 20 hours weekly.

III. Program Requirements

The Contractor will provide programs and services under this contract at no cost to the recipients. Workbooks and manuals associated with the forums, classes and groups also will be offered at no cost to the recipients, with the exception of a CEU certificate fee when applicable. The Contractor will manage all necessary arrangements to accomplish the delivery of these programs and services to include phone land line, teachers/trainers, speakers, facilitators, and CEUs (Continuing Education Units).

Volunteers, sub-contractors, or staff that provide direct services shall have a completed and current Criminal Background Check on file at NAMI. These background checks will be considered current if they are completed every three years.
The U.S. Department of Health and Human Services "Ten Fundamental Components of Recovery", referenced at the Substance Abuse and Mental Health Services Administration (SAMHSA) website at www.samhsa.gov, shall be referenced as a model for recovery-oriented programs and services. Classes, groups or curricula, other than those mentioned in Section II.3, shall be delivered under this contract only after pre-approval from the County.

IV. Reporting Requirements

The Contractor shall submit quarterly reports identifying the specific programs and services offered, the number of groups/classes provided under each program, the number of participants who have engaged in each of those services, flyers or other supporting documentation produced for programs delivered, and the name of the facilitator/trainer for each program/service. These reports shall be due no later than 30 days past the end of each calendar quarter: April 30th, July 30th, October 30th, and January 30th. Curricula for programs will be made available to the County for review if requested.
I. **Budget and Funding**

1. Funding for this contract is supported by the Chemical Dependency/Mental Health Program Fund and shall not exceed $25,000.00 for the contract period.

2. Cost reimbursement will be according to the contract budget below as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation needed for Reimbursement</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Time – salary benefits, taxes</td>
<td>Approved hourly billing rate and timesheet showing total hours and hours charged to this contract</td>
<td>$ 8,500</td>
</tr>
<tr>
<td>Location Rental</td>
<td>Receipts</td>
<td>3,800</td>
</tr>
<tr>
<td>Teacher Fee/Speaker Honorarium</td>
<td>Fee/honorarium documentation must detail each individual, number of hours, activity supported, total amount, date of support, and include a signature of the stipend recipient</td>
<td>3,450</td>
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<tr>
<td>Telephone</td>
<td>Carrier Invoices</td>
<td>700</td>
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<tr>
<td>Supplies</td>
<td>Receipts</td>
<td>5,550</td>
</tr>
<tr>
<td>Web Provider Directory Maintenance (not to exceed $25 per hour)</td>
<td>Pay stub</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$25,000</td>
</tr>
</tbody>
</table>

The contractor may transfer between line items with written approval by the County Contract Administrator.

II. **Invoices**

1. The Contractor shall submit an invoice in a format approved by the County. Invoices shall include an itemization of programs delivered under this contract for the invoiced period, the dates for each class/group delivered in each program, and a copy of the flyer for each Educational Community Forum delivered. Receipts for telephone reimbursement shall accompany each invoice as well.

2. The Contractor shall submit invoices to *(include Contract#)*:

   Attention: Business Office  
   Whatcom County Health Department  
   509 Girard Street  
   Bellingham, WA  98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and dated:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. **Duplication of Billed Costs or Payments for Service**: The Contractor shall not bill the Health Department for services performed or provided under this contract, and the Health Department shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rice Insurance LLC
1400 Broadway
P.O. Box 639
Bellingham WA 98227

CONTACT NAME: Rita Larsen
PHONE: (360) 734-1161
EMAIL: rita@riceinsurance.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Philadelphia Indemnity Ins Co
INCO A:

INSURED
Health Support Center
PO Box 4124
Bellingham WA 98227-4124

COVERAGE
CERTIFICATE NUMBER: CL13815963
REVISION NUMBER:

TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
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<th>TYPE OF INSURANCE</th>
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<th>INSURER</th>
<th>NO</th>
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<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<td>X</td>
<td>X</td>
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<td>3/24/2013</td>
<td>3/24/2014</td>
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<td>MED EXP (Any one person): $5,000</td>
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<td>N/A</td>
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<td>WE STATUTORY LIMITS: $1,000,000</td>
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<td>E.L. EACH ACCIDENT: $0</td>
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<td>E.L. DISEASE - EA EMPLOYEE: $0</td>
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<td>E.L. DISEASE - POLICY LIMIT: $0</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certholder is additional insured per Form PI-GLD-HS (10/11) attached.

CERTIFICATE HOLDER
NAMI
POB 4124
1212 Indian Street
Bellingham, WA 98225

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ron Thorneycroft/ADM

ACORD 25 (2010/05)
© 1988-2010 ACORD CORPORATION. All rights reserved.
**CLEARANCES**

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>01/17/14</th>
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</thead>
<tbody>
<tr>
<td>Division Head:</td>
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<tr>
<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
<td>LG</td>
<td>1/23/14</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td></td>
<td>2/1/14</td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Interlocal Agreement Between Whatcom County Housing Authority and Whatcom County Sheriff’s Office

**ATTACHMENTS:**


**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This agreement provides funding for the records clerk (1 FTE) in the Sheriff’s Office Crime Analysis Unit to assist in collecting, organizing, and preparing data and reports relevant to Housing Authority properties and tenants. This information supplements the Crime Bulletin and monthly reports published by our Crime Analysis Unit. Currently, the Housing Authority receives reports and information concerning public safety matters, calls for services and incidents associated with crime problems occurring at their properties. This information also allows the Sheriff’s Office to deal more effectively and rapidly with emerging problems associated with these rental properties. By funding a support position, we greatly improve the crime analysis product we generate for other agencies and alleviate some of the backlog with our reports to make the information readily available.

**COMMITTEE ACTION:**


**COUNCIL ACTION:**


**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council)
MEMORANDUM
JAN 28 2014

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: January 17, 2014
SUBJECT: Interlocal Agreement between Whatcom County Housing Authority and Whatcom County Sheriff’s Office

Enclosed for your review and signature are two (2) original agreements between Whatcom County Housing Authority and Whatcom County Sheriff’s Office.

Background and Purpose
This agreement funds a records clerk (1 FTE) in the Sheriff’s Office to assist in collecting, organizing, and preparing data and reports relevant to the Housing Authority properties and tenants.

Funding Amount and Source
$47,885 from the Whatcom County Housing Authority

Differences from Previous Contract
This contract is for a 10 month period from March 1, 2014 through December 31, 2014. Future contracts will be on an annual calendar year basis.

Please contact Undersheriff Parks at 50418 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

enclosure
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Undersheriff Jeff Parks</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom County Housing Authority</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes ☑ No ☐

**If not, is this an Amendment or Renewal to an Existing Contract?** Yes ☐ No ☑

**Does contract require Council Approval?** Yes ☑ No ☐

**Is this a grant agreement?** Yes ☐ No ☑

**If yes, grantor agency contract number(s):** CFDA #

**Is this contract grant funded?** Yes ☐ No ☑

**If yes, associated Whatcom County grant contract number(s):**

**Is this the result of a RFP or Bid process?**

**Contract Amount:**

<table>
<thead>
<tr>
<th>Contract Amount:</th>
<th>$47,885.00</th>
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</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$47,885.00</td>
</tr>
</tbody>
</table>

**Conducts that require Council Approval (incl. agenda bill & memo):**

- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 19% or provide a $10,000 increase in amount (whichever is greater)

**Summary of Scope:** This contract funds a records clerk (1 FTE) in the Sheriff's Office Crime Analysis Unit to assist in collecting, organizing, and preparing data and reports relevant to Housing Authority properties and tenants. An agreement is executed each year for these services and the current agreement (WC#201301015) expires February 28, 2014.

**Term of Contract:** March 1, 2014

**Expiration Date:** December 31, 2014

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>DMP</td>
<td>Date: 01/17/14</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td></td>
<td>Date: 1/23/14</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
<td>Date: 1/27/14</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td></td>
<td>Date: 1/23/14</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date: 1/27/14</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date: 1/28/14</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>
INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY HOUSING AUTHORITY AND
WHATCOM COUNTY SHERIFF'S OFFICE

This Agreement is entered into by and between the Whatcom County Housing Authority (208 Unity Street, Whatcom County, WA 98225), hereinafter referred to as “WCHA” and Whatcom County Sheriff’s Office (Whatcom County, 311 Grand Avenue Bellingham, WA 98225-4038). Attached to this document and incorporated herein by this reference are the Scope of Work (Exhibit A) and the Program Budget (Exhibit B).

This Agreement is entered into pursuant to RCW 39.34 and sets forth the terms and conditions mutually benefiting each party hereto.

PROJECT PERIOD:
The project period is March 1, 2014, through December 31, 2014.

PURPOSE:
The purpose of this Agreement is to provide certain services which will either directly or indirectly benefit the residents of the Whatcom County Housing Authority’s Public Housing Program, and which services are set forth in Exhibit A.

COMPLIANCE WITH LAWS AND REGULATIONS:
The Whatcom County Sheriff’s Office agrees to comply with all local, state, and federal laws and regulations governing its operation and the provision of services.

CONSIDERATION:
WCHA agrees to pay Whatcom County Sheriff’s Office up to $47,885 in ten payments of $4,788.50 over the duration of the project period for services authorized under this agreement. Exhibit B is the budget for the project period.

Reports/invoices shall be due at WCHA in a format established by WCHA no later than the 15th of each month following the month of service (with a 10-day grace period). Every reasonable effort shall be made by WCHA to pay uncontested invoices within 45 days.

COMMUNICATION AND COORDINATION:
During the course of this project, WCHA and the Whatcom County Sheriff’s Office agree to communicate to discuss the operations of the project and shall coordinate efforts and work together to make this endeavor successful.

INSURANCE:
Each party is self-insured and will provide insurance to this effect upon request.

The parties to this agreement shall only be liable to third parties for their own negligent acts or omissions, and neither party shall be liable for the negligent acts or omissions of the other party. Neither party assumes any responsibility to the other party for the
consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

NONDISCRIMINATION:
In the performance of this agreement, the Whatcom County Sheriff’s Office shall not discriminate on the grounds of race, color, creed, national origin, religion, sex, age, marital status, handicaps, or Veterans status, nor exclude from participation in, deny the benefits of, deny employment in, or otherwise subject to discrimination anyone under this program.

RECORDS MAINTENANCE:
The Whatcom County Sheriff’s Office shall maintain books, records, documents, and other evidence which sufficiently and properly reflect services described herein.

The Whatcom County Sheriff’s Office shall retain all books, records, documents, and other material relevant to this agreement during the period of this agreement and for three years after the expiration of this agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties, shall have reasonable and complete access and the right to examine any of these materials during this period.

The Whatcom County Sheriff’s Office shall provide reporting information to the WCHA consistent with HUD requirements for monthly and annual reports. Monthly reports are due to WCHA no later than the 15th day of each month for the prior month. Annual reporting information is due to the WCHA no later than February 10th of each year.

SUBCONTRACTING AND ASSIGNMENT:
Subcontracting: None of the project activities shall be subcontracted by the Whatcom County Sheriff’s Office without prior written consent of the WCHA.

Assignment: The Whatcom Sheriff’s Office shall not assign this agreement or any portion of it to another provider agency without the express written consent of the WCHA.

CONFIDENTIALITY:
The use or disclosure by any part of any information concerning a client for any purpose not directly connected with the administration of responsibilities with respect to services provided under this agreement is prohibited except by written consent of the client, his/her attorney or his/her responsible parent or guardian, or by court order.

PERSONNEL:
The Whatcom County Sheriff’s Office shall provide or secure all personnel required to undertake and complete the project. All personnel engaged in the work shall be fully qualified and shall be authorized under federal, state, and local law to perform such activities. The Whatcom County Sheriff’s Office shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors or otherwise during the performance of this agreement.
AGREEMENT ALTERATIONS AND AMENDMENTS:
The WCHA and the Whatcom County Sheriff's Office may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the WCHA and the Whatcom County Sheriff.

SAVINGS:
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, after the effective date of this contract and prior to normal completion, either party may terminate the contract under the "Termination" clause, with five (5) days notice, subject to renegotiation under new funding limitations and conditions.

WAIVER OF DEFAULT:
Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of the agreement.

TERMINATION FOR DEFAULT:
Except as otherwise provided in this agreement, failure of either party to perform any of the contract provisions, may result in termination for default, with written notice terminating this agreement in whole or in part.

TERMINATION FOR CONVENIENCE:
Except as otherwise provided in this agreement, either party may terminate this agreement upon sixty (60) days written notification. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

ORDER OF PRECEDENCE:
In the event of conflict, the controlling documents shall be in the following order: applicable state and federal regulations and guidelines; the annual project budget (Exhibit B); the Scope of Work (Exhibit A); and other clauses in this general Agreement.

DISPUTES:
Except as otherwise provided for in this agreement, when a genuine dispute arises between WCHA and the Whatcom County Sheriff's Office, and cannot be resolved by negotiation between the Housing Authority Chief Operating Officer and the Whatcom County Sheriff, or between the Executive Director of the WCHA and the Whatcom County Sheriff, then mediation will be conducted by a mutually agreeable third party.
ALL WRITINGS CONTAINED HEREIN (EXTENT OF AGREEMENT):
This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

WHATCOM COUNTY HOUSING AUTHORITY

[Signature]
Steve M. Snodgrass
Acting Executive Director/CFO

Attest:

[Signature]

11/17/2014
WHATCOM COUNTY:
Recommended for Approval:

[Signature]  [1/17/14]
Sheriff
Date

Approved as to form:

[Signature]  [1/24/13]
Prosecuting Attorney
Date

Approved:
Accepted for Whatcom County:

By: ____________________________  __________
Jack Louws, Whatcom County Executive
Date

STATE OF WASHINGTON  }
) ss
COUNTY OF WHATCOM  )

On this _____ day of ____________, 20____, before me personally appeared Jack Louws, to
me known to be the Executive of Whatcom County, who executed the above instrument and who
acknowledged to me the act of signing and sealing thereof.

__________________________________________

NOTARY PUBLIC in and for the State of Washington, residing at _______ _________.
My commission expires ____________________
EXHIBIT A
SCOPE OF WORK
(Revised January 30, 2012)

The Whatcom County Sheriff’s Office (WCOSO) shall provide 1.0 FTE Records Specialist to serve as a Crime Analysis Support Employee (CASE), who will work in the crime analysis unit. The Crime Analysis Support Employee (CASE) will coordinate information, intelligence and support necessary targeted activities, with patrol, detectives, neighborhood deputies, drug task force and the uniformed criminal interdiction team. The information, intelligence and support work will be focused on Whatcom County Housing Authority (WCHA) owned and/or managed complexes, as well as residents in surrounding neighborhoods, referred to as targeted neighborhoods.

The CASE position will coordinate crime reports, intelligence information and complaints related to and involving WCHA properties, targeted neighborhoods and individuals. The CASE position will coordinate requests for setting up block watch meetings in targeted neighborhoods.

The information and activity coordination will result in:

- Increased WCOSO presence in areas where criminal activity warrants
- Identification of drug dealers and their places of residence within targeted neighborhoods
- Evaluation and assessment of crime prevention and enforcement components of the program and provide annual reporting
- A detailed listing provided to the WCHA on a monthly basis of all calls to WCHA property, including the names and addresses of the residents involved and the nature of the incident that precipitated the call.
- A monthly summary report will be provided to the WCHA of all work performed under this scope of work
- WCOSO will provide WCHA a listing of visits made to WCHA properties by WCOSO crime prevention and patrol personnel, including any meetings attended.
- The WCOSO and CASE position will cooperate with all of the City police departments in Whatcom County and BHA staff by communicating regularly and sharing information as it relates to WCHA properties.
# EXHIBIT B

## BUDGET

<table>
<thead>
<tr>
<th>Description</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Wages</td>
<td>$31,070</td>
</tr>
<tr>
<td>Retirement</td>
<td>$2,862</td>
</tr>
<tr>
<td>Social Security</td>
<td>$2,377</td>
</tr>
<tr>
<td>Worker’s Comp</td>
<td>$  607</td>
</tr>
<tr>
<td>Unemployment</td>
<td>$   0</td>
</tr>
<tr>
<td>Health Benefits</td>
<td>$10,969</td>
</tr>
</tbody>
</table>

**TOTAL** $47,885
**WHATCOM COUNTY COUNCIL AGENDA BILL**  

**TITLE OF DOCUMENT:** Contract between Whatcom County and Whatcom Events

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>LS</td>
<td>11/22/13</td>
<td></td>
<td>2/11/14</td>
<td>Finance</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>2/11/14</td>
<td>Council</td>
</tr>
<tr>
<td>Deps. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>12/13/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
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<td>09/11/13</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>2/11/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENTS:** Contract, Memo, Information Sheet

**SEPA review required?** ( ) Yes ( ) NO  
**SEPA review completed?** ( ) Yes ( ) NO  

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

As allowed in RCW 67.28, Whatcom County will provide funding to Whatcom Events for advertising and promotion of the annual Ski to Sea Race.

The contract amount is $30,000. The contractor is a sole source provider.

The term of the contract is January 1, 2014 through December 31, 2014.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council)
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Linda Salas
RE: Whatcom Events
DATE: January 8, 2014

Enclosed are two (2) originals of a contract between Whatcom County and Whatcom Events for your review and signature.

- Background and Purpose

As allowed in RCW 67.28 Whatcom County will provide funding to Whatcom Events for advertising and promotion of the annual Ski to Sea Race.

The Ski to Sea Festival is the largest event in the region, attracting over 4,000 participants of which over 50% are from outside Whatcom County. Thousands of spectators, participants and visitors contribute to the countywide economic impact to our region.

- Funding Amount and Source

Funding for this contract comes from Convention Center funds and was approved by the Lodging Tax Advisory Committee at their October 25, 2013 meeting.

Please contact Linda Salas if you have any questions or concerns regarding the terms of this agreement.

Enclosures
## WHATCOM COUNTY CONTRACT
### INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Linda Salas</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom Events (Ski to Sea)</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes <em>x</em> No ____</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ____ No ____</td>
</tr>
<tr>
<td>If yes, previous number(s):</td>
<td>____________________</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes ____ No <em>x</em></td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>____________________</td>
</tr>
<tr>
<td>CFDA #</td>
<td>____________________</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes ____ No <em>x</em></td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td>____________________</td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes ____ No <em>x</em></td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td>____________________</td>
</tr>
<tr>
<td>Cost Center:</td>
<td>____________________</td>
</tr>
<tr>
<td>Is this contract excluded from E-Verify?</td>
<td>No ____</td>
</tr>
<tr>
<td>If no, include Attachment D Contractor Declaration</td>
<td></td>
</tr>
</tbody>
</table>

If yes, indicate qualified exclusion(s) below:  
_x_ Contract less than $100,000.  
___ Work is for less than 120 days  
___ Inter/Local Agreement (between Govt.)  
___ Professional services agreement for certified/licensed professional  
___ Contract for Commercial off the shelf items (COTS)  
___ Public Works Dept. - Local Agency/Federally Funded FHWA

| Contract Amount: (sum of orig contract amt and any prior amendments) | $30,000 |
| This Amendment Amount: | $ |
| Total Amended Amount: | $ |

Scope of Services: [Insert language from contract (Exhibit A) or summarize; expand space as necessary]

To promote tourism in Whatcom County, thereby generating additional revenues to our community.

| Term of Contract: 12 months | Expiration Date: 12/31/14 |

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff:</th>
<th>(sign or initial)</th>
<th>[indicate date transmitted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by</td>
<td>LS</td>
<td>Date 11/22/13 [electronic]</td>
</tr>
<tr>
<td>2. Attorney reviewed</td>
<td></td>
<td>Date 12/17/13 [electronic]</td>
</tr>
<tr>
<td>3. AS Finance reviewed</td>
<td></td>
<td>Date 12/17/13 [electronic]</td>
</tr>
<tr>
<td>4. IT reviewed if IT related</td>
<td></td>
<td>Date 12/17/13 [electronic]</td>
</tr>
<tr>
<td>5. Corrections made</td>
<td></td>
<td>Date 12/17/13 [electronic]</td>
</tr>
<tr>
<td>6. Attorney signoff</td>
<td></td>
<td>Date 1/6/14</td>
</tr>
<tr>
<td>7. Contractor signed</td>
<td></td>
<td>Date 1/6/14</td>
</tr>
<tr>
<td>8. Submitted to Exec Office</td>
<td></td>
<td>Date 1/6/14 [summary via electronic; hard copies]</td>
</tr>
<tr>
<td>9. Council approved (if necessary)</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>10. Executive signed</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>11. Contractor Original Returned to dept.</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>12. County Original to Council</td>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>

Last Revised 1/19/12

124
CONTRACT FOR SERVICES AGREEMENT
WHATCOM EVENTS

Whatcom Events – Ski to Sea, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8
Exhibit A (Scope of Work), pp. 9
Exhibit B (Compensation), pp. 10
Exhibit C (Sample Survey), pp. 11

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2014.

The general purpose or objective of this Agreement is to: promote tourism, and as allowed in RCW 67.28 Whatcom County will provide funding to Whatcom Events for advertising and promotion of the annual Ski to Sea Race, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $30,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of January, 2014

CONTRACTOR:

WHATCOM EVENTS

[Signature]

Mel Monkeils
Executive Director

STATE OF WASHINGTON
)
)
COUNTY OF WHATCOM
)

On this 16th day of January, 2014, before me personally appeared Mel Monkeils to me known to be the Executive Director of Whatcom Events and who executed the above instrument and who acknowledged me to the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires 6-18-14
WHATCOM COUNTY:

Approved as to form:

[Signature] 12/1/2013
Prosecuting Attorney   Date

Approved:
Accepted for Whatcom County:

By: ________________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
    ) ss
COUNTY OF WHATCOM  )

On this ______ day of ________________, 20___, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

_________________________
NOTARY PUBLIC in and for the State of Washington, residing at
_________________________. My commission expires ____________________.

CONTRACTOR INFORMATION:

WHATCOM EVENTS

Address:
2227 Queen Street, #6
Bellingham, WA 98229

Contact Name: Mel Monkelis
Contact Phone: 360-746-8861
Contact FAX: 360-746-8862
Contact Email: mel@skitosea.com
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension: Not Applicable

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-28: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County’s customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 **Taxes:**
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 **Withholding Payment:**
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 **Labor Standards:**
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury- $1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. Professional Liability - $1,000,000 per occurrence: Not Applicable

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents.
except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County’s interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County’s interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County’s representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Contract for Services Agreement
Whatcom Events
37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor’s Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

Contract for Services Agreement
Whatcom Events

v 1.0
43.1 **Venue and Choice of Law:**
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

Funds received from Whatcom County will be used solely for advertising and promotion outside of Whatcom County of the annual Ski to Sea Race as allowed in RCW 67.28 in an effort to attract overnight visitors. Funding will be used to promote the Ski to Sea Race with special focus on advertising in the Washington State counties of King, Pierce, Thurston, Snohomish, and Skagit along with British Columbia, Canada. Funding will provide for development of a major social media, internet and print advertising campaign. The social media campaign will utilize Facebook, YouTube, Twitter, Google Ad Words, and StumbleUpon and will focus on the personal connections between the 4,000 racers. The internet advertising campaign will focus on the aspects of the race and the geographical diversity that the course traverses.

The race consists of a 92 mile relay race of seven venues encompassing seven different sports. A Ski to Sea Race team consists of 8 racers (2 in the canoe leg) for the seven race legs (Cross Country Ski; Downhill Ski/Snowboard; Running; Road Bike; Canoe; Mountain Bike; Kayak).

It is the largest event in the region, attracting over 4,000 participants, of which over 50% were from outside Whatcom County. Thousands of spectators, participants and visitors contribute to the countywide economic impact to our region. Supported by over 1,000 volunteers, the Ski to Sea Race participants return each year for the positive community atmosphere and the fun of the race itself.

Allowable expenses include:
- Printing of promotional materials designed to attract overnight visitors.
- Mailing of promotional materials outside of Whatcom County in an effort to attract overnight visitors.
- Advertising of the event through media outlets outside of Whatcom County for the purpose of bringing visitors to Whatcom County year-round.
- Graphic art design used for promotional materials, i.e. poster, t-shirts, etc.

Promotional materials regarding your proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County’s level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after signature execution of this Agreement, Recipient shall submit a concise plan for the collection of the required survey data (the “Survey Plan”) to the Whatcom County Executive Office. The Survey Plan shall outline statistically defensible methods of survey protocol that will provide data about the event attendees. The survey questions outlined in the Survey Plan shall be substantially similar to those illustrated in Exhibit C, which is attached hereto and incorporated herein.

Within 30 days after the end of the contract term, recipients of promotional grants shall submit a final project report (the “Final Project Report”) detailing:

- How the evaluation criteria were met by this event.
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Survey results that were collected according to the Survey Plan.
- The number of out-of-County visitors that stayed in Whatcom County lodging establishments.

Failure to complete and deliver the Final Project Report and the Survey Plan in a timely manner may render recipient ineligible for future funding.

Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.

The maximum consideration for this contract is $30,000.00.
Maximum consideration for this contract shall be $30,000.00. The Contract Number shall be included on all billings or correspondence in connection therewith.

Whatcom Events will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive’s Office. All receipts must be attached to the invoice as well as copies of brochures, advertisements, etc.

Payment is made as reimbursement only and will be made no more than one time per month.
EXHIBIT “C”
(SAMPLE SURVEY)

Sample Survey Questions for Attractions, Festivals and Events

1. What is your zip code?

2. How did you hear about this event? (i.e. newspaper advertisement, radio, internet, magazine advertisement, word of mouth)

3. How many nights away from home, if any, are you spending in Whatcom County?

4. Will you stay overnight? If so, where?
   ___ Hotel or motel
   ___ Campground
   ___ Friend/Relative
   ___ Not staying overnight

5. How much money have you spent in Whatcom County as a visitor including any food, gas lodging, tickets, etc.?
   ___ $0-$25
   ___ $25-$50
   ___ $50-$100
   ___ $100-$200
   ___ $200 or over

Sample Survey Plan:

Your survey plan should answer the following questions regarding your survey methodology:

1. How do you intend to distribute your survey to your event participants?
2. What incentives or methods will you use to ensure you obtain sufficient data on your event participants?
3. Who will be responsible for collecting your data?
4. Any other details regarding your survey methods or alternative methods you may use to obtain relevant data regarding your event participants.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

Date

Date Received in Council Office

Agenda Date

Assigned to:

Originator:

DR

12-31-13

2/11/14

Finance

Division Head:

Dept. Head:

Prosecutor:

KF

1/22/14

2/11/14

Council

Purchasing/Budget:

Executive:

RECEIVED

FEB 4 2014

WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT: Professional Services Agreement for ARY and Child In Need of Services.

ATTACHMENTS:

SEPA review required? ( ) Yes ( ) NO
SEPA review completed? ( ) Yes ( ) NO

Should Clerk schedule a hearing? ( ) Yes ( ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Contractor will provide legal representation for children involved in At Risk Youth, and Child In Need of Services Petitions.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TO: Jack Louws, County Executive
FROM: David Reynolds, Director
RE: Contract for Services with GERALDINE COLEMAN,
DATE: January 10, 2014

Attached are two contract original amendments between Whatcom County and GERALDINE COLEMAN,

 meld Background and Purpose

2014 Whatcom County conflict legal representation children in At Risk Youth, and Child in Need of Services petitions. Ms. Coleman has served in this capacity since 2009.

 meld Funding Amount and Source

This funding is through current expense, and an approved expenditure in the 2014 budget.

 meld Differences from Previous Contract

Due to the increase in cases, the rate was increased from $2083.33 per month to $2,708.33 per month

5.76%

Please contact me at extension 56788, if you have any questions or concerns regarding the terms of this agreement,
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Superior Court Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>David Reynolds</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Geraldine Coleman</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes [x] No [ ]
**If not, is this an Amendment or Renewal to an Existing Contract?**
- Yes [ ] No [x]
**Does contract require Council Approval?**
- Yes [ ] No [x]

**Is this a grant agreement?**
- Yes [ ] No [x]
**If yes, grantor agency contract number(s) CFDA #**

**Is this contract grant funded?**
- Yes [x] No [ ]
**If yes, associated Whatcom County grant contract number(s)**

**Is this contract the result of a RFP or Bid process?**
- Yes [x] No [ ]
**If yes, RFP and Bid number(s) 13-106 Cost Center.**

**If yes, indicate exclusion(s) below:**
- [x] Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- Contract less than $100,000.
- Contract work is all performed outside U.S.
- Interlocal Agreement (between Govt’s)
- Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of original contract amount and any prior amendments)
- $2008.33 per month
**This Amendment Amount:**
- $700 per month
**Total Amended Amount:**
- $2,708.33 per month

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

**Summary of Scope:** Represent youth in At-Risk Youth and Child In Need of Services Petitions

**Term of Contract:** 1-1-14  
**Expiration Date:** 12-31-14

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
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<tbody>
<tr>
<td>1. Prepared by:</td>
<td>Dreyoinds</td>
<td>Date: 12-31-14/3</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>knf</td>
<td>Date: 1-9-14</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>bbennett</td>
<td>Date: 1-10-14</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td>Date: 1/22/14</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td></td>
<td>Date: 1-22-14</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date: 1-28/14</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last Edited 7/24/13

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CONTRACT BETWEEN WHATCOM COUNTY AND GERALDINE COLEMAN

GERALDINE COLEMAN hereinafter called Contractors, and Whatcom County hereinafter referred to as County, agree and contract as set forth in this Agreement including:

General Conditions, pp 3-8
Exhibit A (Services) p. 9
Exhibit B (Consideration), p 10
Exhibit C- Liability Insurance

The term of this Agreement shall commence on the 1st day of January, 2014, and shall unless terminated or renewed as elsewhere provided in this Agreement, terminate on the 31st day of December, 2014. It may however, be renewed on a year to year basis for an additional two years.

The general purpose or objective of this Agreement is to provide representation of children involved in At Risk Youth, and Child In Need of Services petitions as more fully and generally described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The Contractor attorney certifies that he/she is qualified to perform the services indicated in the Contractor’s bid proposal, said qualifications being those for the type of case identified in the Washington Defender Association Standard Fourteen, Qualification of Attorneys.

The Contract number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provision set for in Paragraphs 21.1, 30.1, 32.1, 34.2 are fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year below written.

DATED this 22nd day of January, 2014

CONTRACTOR: 
GERALDINE COLEMAN

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM)

On this 22nd day of January, 2014, before me personally appeared GERALDINE COLEMAN, to me known to be an Attorney At Law and who executed the above instrument and who acknowledged to me the execution thereof.

COLLEEN F. KINNER
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.
My commission expires 8/19/14.

2014, At Risk Youth and Child in Need of Services Representation.
WHATCOM COUNTY:

[Signature] 1.22.14

Department Director Date

Approved as to form:

[Signature] 11.22.14

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

On this _____ day of ________, 2006, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof:

__________________________
NOTARY PUBLIC in and for the State of Washington, residing at

__________________________ My commission expires __________________.
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A," during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

10.3 Uncompleted Cases:
In the event the Independent Contractor is assigned clients under this agreement whose cases are incomplete at the termination of this agreement, the Independent Contractor agrees to continue representation of any such client beyond the termination of this agreement and the County agrees to pay the Independent Contractor for such services under the terms and conditions stated herein, except, however, that the Independent Contractor expressly reserves the right to renegotiate the hourly rate of reimbursement for any services rendered after the termination of this agreement involving any cases referred to the Independent Contractor during the term of this agreement. It is agreed and understood that this reservation of the right to negotiate the rate of reimbursement for services rendered after the termination of this agreement shall in no manner be construed to lessen or diminish the quality of representation or diligence with which the Independent Contractor performs services for those clients or in those cases which may be the subject of such renegotiation while any such renegotiation may be in progress. If the independent Contractor and Whatcom County are unable to agree to a new rate of payment, the rate of payment shall be set by the Presiding Judge of the Whatcom County Superior Court.

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the
Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:
The Contractor agrees to comply with state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-30: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
2014, At Risk Youth and Child in Need of Services Representation.

Page 4
The Contractor’s services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

30.4 Licensing:
The contractor agrees that he or she will remain licensed to practice law in the State of Washington and to abide by the Code of Professional Responsibility during the term of this contract.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys’ fees and costs resulting from Contractor’s breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor’s Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement professional liability insurance in the amount of $300,000.00 per occurrence.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for 2014, At Risk Youth and Child in Need of Services Representation.
injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

35.1 **Non-Discrimination in Employment:**
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 **Non-Discrimination in Client Services:**
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 **Waiver of Noncompetition:** Not Applicable

36.2 **Conflict of Interest:**
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 **Administration of Contract:**
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.
The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County’s representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

David Reynolds, Director
Whatcom County Superior Court Administration
311 Grand Avenue, # 301,
Bellingham WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims: Not applicable.

c. Detailed Claim: Not applicable.

d. Arbitration: Not applicable

43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:
2014, At Risk Youth and Child in Need of Services Representation.
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT “A”

Services

The Contractor agrees to provide professional legal services in performing all Superior Court representation of children involved in At Risk Youth, and Child in Need of Services petitions.
EXHIBIT “B”

Consideration

In consideration for the services described in “Exhibit “A”, the County agrees to pay to the order of the individual Contractor’s law firm performing such services as follows:

$2,708.33 per month.
Friday, January 17, 2014

~ INSURANCE BINDER ~

Attn: Geraldine R. Coleman
~ Attorney at Law

Dear Ms. Coleman,

This letter is to confirm that the ProAssurance Indemnity Company has bound coverage for the firm, with the effective date of: 01/19/2014.

The policy is being issued with the following terms:

LIMITS : $1,000,000 / $2,000,000
DEDUCTIBLE : $5,000 per claim
ANNUAL PREMIUM : $1,073
COMPANY : ProAssurance Indemnity Company
POLICY TERM : 01-19-2014 to 01-19-2015
PRIOR ACTS DATE : January 19th, 2009
POLICY # : LP81063

All other terms and conditions on the quote are also in effect.

INVOICE

INSURED’S NAME : Geraldine R. Coleman, Attorney

* NET PREMIUM DUE : $1,073 ~ Payable to ‘Moranco & Associates’

* DUE DATE : Your full payment has already been received, thank you!!

Thank you very much for your business! I look forward to continuing my service for your insurance needs. If you should have any questions or concerns, please feel free to contact me @ our office, anytime...

Sincerely,

Marty Moran,
Your Agent @ Moranco, Inc.

..... POLICY TO FOLLOW IN THE NEXT FEW WEEKS .....
TITLE OF DOCUMENT: Economic Development Investment Program – Interlocal Loan and Grant Agreement with City of Bellingham

ATTACHMENTS: Memorandum; Interlocal Loan and Grant Agreement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

On October 8th, 2013, the County Council approved the EDI Board’s funding recommendation in support of a $1,675,000 loan and a $825,000 grant to the City of Bellingham for use towards their project entitled North End Regional Stormwater Facility Project. Attached is the Interlocal Loan and Grant Agreement between the County and the City of Bellingham that outlines the terms of this agreement.

We respectfully request the Council’s approval for the County Executive to execute this Interlocal Agreement.

COMMITTEE ACTION: COUNCIL ACTION:

Related County Contract #: Related File Numbers: AB2013-319

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.

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MEMORANDUM

TO: Whatcom County Council members
FROM: Jack Louws, County Executive
RE: EDI Program - Interlocal Loan & Grant Agreement with The City of Bellingham
DATE: January 29, 2014

Enclosed are two (2) originals of an Interlocal Loan and Grant Agreement between Whatcom County and the City of Bellingham for your review and approval.

- Background and Purpose

On October 8, 2013, the Council adopted the EDI Board’s recommendation to provide funding through the EDI Program for the City of Bellingham’s North End Regional Stormwater Facility project.

This loan and grant agreement is being presented to you now for approval. Once approved, we respectfully request your authorization for the County Executive to execute this agreement.

- Funding Amount and Source

$1,675,000 will be drawn from the EDI Program’s loan program, and $825,000 will be drawn from the EDI Program’s Grant program. This program funding is derived from the Public Utilities Improvement Fund. A supplemental budget request will be introduced for Council approval in the next couple of weeks.

Please contact me with any questions or concerns regarding the terms of this agreement.

Enclosures
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>EXECUTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Suzanne Mildner</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>City of Bellingham</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes ☐ No ☐  
If not, is this an Amendment or Renewal to an Existing Contract? Yes ☒ No ☐  
If Amendment or Renewal, Original Contract #:  
Does contract require Council Approval? Yes ☒ No ☐  

Is this a grant agreement? Yes ☐ No ☒  
If yes, granter agency contract number(s):  
CFDA #:  

Is this contract grant funded? Yes ☐ No ☒  
If yes, associated Whatcom County grant contract number(s):  

Is this contract the result of a RFP or Bid process? Contract ☒ No ☐  
If yes, RFP and Bid number(s):  
Cost Center:  

Is this agreement excluded from E-Verify? No ☐ Yes ☒  
If no, include Attachment D Contractor Declaration form.  

If yes, indicate exclusion(s) below:  
☐ Professional services agreement for certified/licensed professional  
☐ Contract work is for less than 120 days  
☐ Contract less than $100,000.  
☐ Contract for Commercial off the shelf items (COTS)  
☐ Contract work is all performed outside U.S.  
☐ Work related subcontract less than $25,000.  
☐ Interlocal Agreement (between Govt's)  
☐ Public Works - Local Agency/Federally Funded FHWA  

Contract Amount:(sum of original contract amount and any prior amendments)  
$2,500,000  
This Amendment Amount:  
$  
Total Amended Amount:  
$2,500,000  

Contracts that require Council Approval (incl. agenda bill & memo)  
- Professional Services Agreement above $20,000.  
- Bid is more than $40,000.  
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)  

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.  

Summary of Scope: Interlocal Loan and Grant Agreement with the City of Bellingham utilizing EDI Program funding (from the Public Utilities Improvement Fund) for use in the City of Bellingham's North End Regional Stormwater Facility project.  

Term of Contract: 7 Years  
Expiration Date: December 31, 2021  

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>sm</td>
<td>Date: 11/25/13</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>Daniel Gibson</td>
<td>Date: 12/16/13</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Bennett</td>
<td>Date: 1/30/14</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Daniel Gibson</td>
<td>Date: 12/16/13</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>City</td>
<td>Date: 1-7-13</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date: 1-30-14</td>
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<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last Edited 7/24/13  
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Economic Development Investment Program
Interlocal Loan & Grant Agreement

I PARTIES

This Agreement is made by and between Whatcom County (hereinafter referred to as the County), and the City of Bellingham (hereinafter referred to as the City).

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPayment OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the North End Regional Stormwater Facility Project (hereinafter referred to as the Project) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C).

IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.

B. The City will construct the Project. The Project will be partially funded by a $1,675,000.00 loan from the Whatcom County Public Utilities Improvement Fund, a $825,000 grant from the Whatcom County Public Utilities Improvement Fund, and the balance of the Project will be funded by the City of Bellingham. The City of Bellingham will own and maintain the Project.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.
D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and City facilities in the state of Washington.

E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.

F. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of $1,675,000 and a grant in the amount of $325,000, for a total of $2,000,000. A copy of the EDI application for this project is attached by reference to this Agreement.

H. The Whatcom County Council reviewed the recommendation and approved a loan to the City from the Public Utilities Improvement Fund in the amount of $1,675,000, and a grant to the City from the Public Utilities Improvement Fund in the amount of $325,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County’s financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. CITY OF BELLINGHAM RESPONSIBILITIES: The City hereby agrees as follows:

(i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the City shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the City’s application for EDI funding.
(ii) The City shall be responsible for all aspects of the design and construction of the project.

(iii) The City shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The City will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.

(iv) The City shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

(v) The City shall repay the loan in full.

B. WHATCOM COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

(i) COUNTY LOAN—The County shall loan One Million, Six Hundred and Seventy-Five Thousand Dollars and Zero Cents ($1,675,000.00) for the Project described herein (the “Loan”). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City, available upon written request after approval and execution of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.

(ii) COUNTY GRANT—The County shall issue a grant to the City for up to Eight Hundred And Twenty-Five Thousand Dollars and Zero Cents ($825,000.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City upon approval of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii), Payout of Loan and Grant Funding, below.

(iii) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the City up to a maximum of Two Million, Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.

(iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The City agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPayment OF COUNTY Loan—The City shall repay the Loan as follows:
(i) The term of the Loan shall be seven years, commencing from the date that the County disburses the Loan proceeds to the City. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.

(ii) The City will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Dept., Suite 108, 311 Grand Avenue, Bellingham, WA 98225.

(iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the City. In the event that the City fails timely to make a Loan payment hereunder, the County shall notify the City of the failure and the City shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the City’s failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the City shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the City fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the City with the notice provided for in this section, and if the City fails to cure within fourteen (14) days, then the County may choose to declare the remaining balance of the loan due and owing.

(iv) There is no prepayment penalty should the City desire to retire this debt early, either in whole or in part.

(v) The City agrees to apply developer fees towards reduction of the principal balance of the loan, and therefore shall, as developer’s connection fees are collected for the Project, submit the full amount of such payment to the County, which shall apply it towards the principal balance of the loan. These payments are in addition to the regular annual payments of principal and interest.

(vi) The City and County agree that the loan provided for hereunder is subordinate to all general obligation bonds that have been issued by the City or that may be issued by the City in the future.

VI RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the City in the undertaking of a project of this nature. All City records pertaining to this Agreement and the Project work shall be retained by the City for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized
representatives of the State government shall have access to any books, documents, papers, and records of the City which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VII  RELATIONSHIP OF PARTIES AND AGENTS

Neither the City nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the City in its sole discretion) and authorized/ permitted under State and/or local law to perform such services.

VIII  TERMINATION

If the City fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

A. TERMINATION FOR CAUSE— If the City fails to comply with the terms and conditions of this Agreement, the County will give notice to the City in writing of its failure to comply. Except as specifically provided elsewhere herein, the City will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the City into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the City and a failure by the City to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the City may take such remedial actions under the law as are available to cure the default, including specific performance.

B. TERMINATION FOR OTHER GROUNDS—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX  COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.
X  INTEREST OF MEMBERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI  HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Agreement.

To the extent permitted by law, the County shall indemnify and hold harmless the City, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the County, its agents, employees, or subcontractors pursuant to this Agreement.

XII  ASSIGNABILITY

The City shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

XIII  NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

XIV  CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the City.

XV  SEVERABILITY

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVI  NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:
TO CITY:  
Ted Carlson, Public Works Director  
City of Bellingham  
210 Lottie Street  
Bellingham, WA 98225

TO COUNTY:  
Brad Bennett, Finance Manager  
c/o Whatcom County Executive’s Office  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the City agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this loan and grant transaction. There are no other oral or written agreements between the City and County as to the loan and grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be recorded with the Whatcom County Auditor pursuant to the recording requirement contained within RCW 39.34.040.

* * * * * * * * * *

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date and year last written below.

EXECUTED, this 17th day of January, 2013, for the CITY OF BELLINGHAM:
STATE OF WASHINGTON

COUNTY OF Whatcom

On this 17th day of January, 2014, before me personally appeared KELLINVILLE, to me known to be the MAYOR of the City of Bellingham and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

GENE KNUTSON
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.
My commission expires 10/30/14.

Approved: Accepted for Whatcom County:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this ______ day of ___________________, 2013, before me personally appeared JACK LOUWS, to me known to be the EXECUTIVE of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Approved as to form:

Daniel Gibson 12/16/13
Prosecuting Attorney Date

Interlocal (Stormwater) Loan & Grant Agreement between Whatcom County and the City of Bellingham
WHATCOM COUNTY
EDI Loan City of Bellingham
Storm Water Project

Principal $1,675,000
Interest Rate 1.00%
Term 7

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<th>Interest</th>
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</table>

1,742,667  67,667  1,675,000
Attachment B

City of Bellingham – North End Regional Stormwater Facility Project
Loan and Grant Draw Down Requirements

The $1,675,000.00 loan will be disbursed prior to grant funding.

The loan will be disbursed in full, ($1,675,000), upon written request for the funds from Ted Carlson, Public Works Director of the City of Bellingham. The request for funds is to be addressed to the Whatcom County Executive’s office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 and should reference the Whatcom County assigned interlocal agreement number. The loan will be disbursed by warrant within 30 days of receipt of request.

Grant funding will be disbursed after project construction has begun, upon written request from Ted Carlson, Public Works Director of the City of Bellingham, supported by proof of work performed and/or allowable expenses otherwise incurred on the Project at a cost commensurate with the amount requested, and not otherwise specifically reimbursed. The request for funds is to be addressed to the Whatcom County Executive’s office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 and should reference the Whatcom County assigned interlocal agreement number. The grant will be disbursed by warrant within 30 days of receipt of request.
Whatcom County Economic Development Investments Program

Application for Funding

Jack Louws, Whatcom County Executive
Summary - Application for Funding

Applicant (Governmental Entity)  City of Bellingham
Federal Tax Number  91600122SL
Contact Name  Ted Carlson
Title  Public Works Director
Telephone  360-778-7998
Fax  360-778-7901
Email  tcarlson@cob.org
Address  210 Lottie Street
Bellingham, WA

Project Title  North End Regional Stormwater Facility

Amount of EDI loan requested:  $1,675,000
Amount of EDI grant requested:  $825,000

Source of Local Match:
City of Bellingham Street / Stormwater Fund.  $1,500,000

List other funding:

<table>
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<th>Source</th>
<th>Date Requested</th>
<th>Date Approved</th>
<th>Amount of Funding</th>
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</thead>
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</tr>
</tbody>
</table>

TOTAL public project costs:  $4,000,000

TOTAL private investment in plant/equipment  

B3. Specifically, what element(s) of the public facility project will EDI funds pay for?

The EDI funds will only pay for the construction of the North End Regional Stormwater Facility improvements. The design, permits and plans will be paid for by the City of Bellingham. The property acquisition for the pond site has recently been completed and was paid for by the City of Bellingham.

B4. Include a site map of the area. (Materials must be reproducible in black and white and in 8 1/2 x 11 format.) Identify the location of the site, public infrastructure and private development project, existing and/or proposed.

Attachment A. Site Map

Attachment B. Economic Activity

B5. Attach engineering estimates that support project costs. Identify if estimates are from preliminary engineering or design engineering work.

Attachment C. Engineering Cost Estimate

B6. Describe how the public facility project will enhance or encourage other development in the immediate area in addition to the direct development described in this application.

The Facility will support approximately 80 acres of direct development, including stormwater from Mahogany, a critical arterial connecting Pacific Highway to Northwest Avenue. This new arterial will support continued development in an area recently annexed by the City and relieve congestion from Bakerview.

B7. List all permits and environmental reviews required for the public sector project and give their current status (applied for, application being prepared, permit issued, etc.)

<table>
<thead>
<tr>
<th>Permit/Environmental Review</th>
<th>Issuer</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
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<td>WSDOE &amp; USCOE</td>
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<td>April 2014</td>
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<tr>
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<tr>
<td>Stormwater</td>
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B7. Provide preliminary project schedule:

- Preliminary Engineering Report: Complete
- Environmental Review: January 2014
- All Required Permits Obtained: May 2014
- Design Engineering: April 2014

Bellingham North End Regional Stormwater Facility
C. Financial Information On Cities, Towns, Port Districts or Counties

C1. Will a revenue stream be generated that could repay a EDI loan in addition to funding the operations and maintenance costs of the facility? Yes X No ___.

They City of Bellingham will utilize the private development contributions for use of the Facility to repay the EDI loan.

(a) if no, please identify eligible funding sources committed to loan repayment.

C2. In the context of your entity’s overall annual budget, explain the need for EDI assistance.

While the $4 million project cost is a considerable financial undertaking for the City at this time, the City is committed to completing the project. The expenses are a large burden on the City’s limited Surface and stormwater fund, so the City has borrowed from its internal Street Fund. The money borrowed from the Street Fund has already funded the property purchase as well as the design. The request for $2.5 million will enable the City to complete the construction while enabling the City to carry the costs of the improvements until the adjacent property participate in the cost recovery program. Assistance from our local EDI fund at this time will allow this project to move forward in 2014 and be completed by November 2014, which is just in advance of the early 2015 opening of a new 160,000 SF Costco Store with a 24-pump gasoline station. An additional 144,000 SF shopping center is also currently in the planning stages, with completion anticipated in 2016.

C3. If the local jurisdiction is not financially contributing to the project, please explain why.

N/A

C4. Has the use of revenue or general obligation bonds, LID, ULIDS been explored for this public facility project? Yes X No _____. Explain the outcome and describe why these financing sources would or would not be applicable for this project.

The City has explored several methods of financing the improvements to the North End Regional Stormwater Facility. Revenue and general obligation bonds are not appropriate financing mechanisms for this project because the beneficiaries of the project are not limited to one particular jurisdiction and its ability to issue revenue or general obligation bonds with the assurance to its constituents that they are not simply subsidizing benefits that will accrue to other constituents and jurisdictions. Due to the large regional nature of the improvements, a Local Improvement District (LID) is also not an appropriate financing mechanism because it is not possible to develop a geographically concise “benefit area” and the development of a corresponding “benefit equation” to apply to surrounding properties to assess a proportionate benefit share toward the project improvements. Rather, the approach here is that adjacent property owners can opt to buy in to this Facility (not required like a LID) or treat and detain stormwater on their individual site.
D5. Explain how these job projections were developed. Attach supporting information such as a business plan or year-end financial statements. (Financial statements may be unaudited). 

Note: The entire EDI application is considered a public record; however, financial and commercial information provided by the private business is exempt from disclosure to the extent permitted by 42.17 RCW.

Employment data estimated above is derived from employment data from the existing Costco store on Meridian Street and Sehome Village and based on an employee per square foot calculation. See also Attachment B showing development under construction and in the permitting stages.

D6. Will the project provide expanded employment opportunities to disadvantaged or unemployed workers? How will the firm work to hire people from Whatcom County?

Specific hiring details are unknown at this time.

D7. Outline construction schedule (if applicable) for the proposed private sector project.

| Facility Construction Begins | 5/14 |
| Facility Construction Completed | 10/14 |
| Facility Operational | 11/14 |
D9. What private authorizations are still needed before proceeding with the proposed private development project?

Both Costco and PMF Investments have requested that stormwater capacity be reserved for their commercial developments and Mersey LLC has a contract agreement with the City to reserve stormwater capacity for residential homes development.

D10. Explain how the private sector is financing their capital investment in this project. When will private sector financing be in place? Please list financial references that can verify financing sources and capacity for this project.

Financial contact(s):

David Rogers  
Director of Real Estate Development  
Costco Wholesale, Inc.  
999 Lake Drive  
Issaquah, WA 98027  
(425) 427-7554  
drogers@costco.com

Frank Stauff  
Director of Construction & Development  
PMF Investments  
15015 Main Street, Suite 203  
Bellevue, WA 98007  
(425) 746-6066  
frank@pmfinvestments.com

Note: Be sure to include a contingency agreement (see sample) for each private sector.
Site’s ability to support the anticipated development over time.

The North End Regional Stormwater Facility improvements will be able to provide treatment for up to 80 acres of developable area. The City of Bellingham will maintain the facility, and the facility will be able to provide the treatment in perpetuity.

E5. Provide an analysis of other adequately serviced land in the area and give the primary reasons for the selection of the proposed site over other existing sites.

This project supports the development of various surrounding properties currently in City. The OTAK technical memorandum evaluated multiple sites in the area. The current site was selected based upon the ability to transport stormwater to the site, support the largest and most likely developments, and minimize impacts to wetlands.

E6. Describe the plan to secure the total required funding for the public facility improvements. Is it secured or not, and will it be available in the time frame established for project completion?

Project funding is secured and is available to meet the established time frame for project completion. The City has currently secured $1,500,000 for the design and acquisition of the property. The remaining funding may be acquired by interdepartmental loans within the City. The EDI funding would allow the City of Bellingham to begin construction work in 2014, which is earlier than current funding commitments allow.

E7. For the total project, including public and private components, please describe the projected number of jobs created and/or retained, anticipated wages and how wages compare to local prevailing wages, opportunities the project may offer to the local labor force and other related issues.

See Attachments with Employment Center Statistics. The business community will be able to expand and locate in this area providing a variety of employment opportunities to a diverse labor force.
Attachment “A” Site Map

City of Bellingham
EV-0111
North End Regional Stormwater Facility

Legend
- Project Area
- City Limits
- Urban Growth Area

0 500 Feet

APPROX. 13 ACRES

MAHOGANY AVE

Author: E. Haggith  Date: 7/17/2013  Project: ev-0111
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</tr>
<tr>
<td>5</td>
<td>Total Items</td>
<td>$4,000,000.00</td>
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</table>
Policy ED-28  Develop or support programs that seek to provide an increased supply of workforce housing.

Bellingham's transportation network and other infrastructure is an important asset in terms of encouraging and accommodating economic development. Traditional infrastructure provided by a municipality includes roads, water, sewer, stormwater and similar facilities and systems.

Policy ED-29  Continue to provide adequate and efficient community infrastructure such as roads, water, sewer, stormwater management and other public facilities and services.

Policy ED-30  Coordinate City investments in utilities, transportation and other public facilities with business and employment opportunities wherever possible.

Policy ED-31  Maintain the adopted level-of-service standards for police, fire and emergency medical services.

Policy ED-32  Explore the use of wetland mitigation tools such as mitigation banking or in-lieu-of fees that allow for more streamlined permitting and improved mitigation success.

Policy ED-33  Explore the feasibility of adopting a regional approach to stormwater management when it can be shown to provide equal or better functions than on-site treatment.

Policy ED-34  Encourage continued and expanded transportation options connecting Portland, Seattle, Bellingham and Vancouver, B.C.; and ferry service to the San Juan Islands, British Columbia and Alaska.

Policy ED-35  Support the Port of Bellingham's efforts to advance the Bellingham International Airport, providing greater access to other marketplaces while also benefiting the local economy.

Policy ED-36  Encourage and support the development of technology and telecommunications infrastructure citywide and throughout the region.

Many opportunities exist to reclaim and repurpose vacant, obsolete or contaminated land and buildings to improve community health and safety, increase environmental quality and provide economic benefits in these areas.

Policy ED-37  Promote the efficient use/reuse of employment lands by coordinating with other levels of government to support and encourage the cleanup of contaminated soil and other environmental remediation activities.

Policy ED-38  Identify and remove barriers to redeveloping underutilized and/or vacant land and buildings.
August 06, 2013

Mr. Sam Shipp  
City of Bellingham Public Works Department  
210 Lottie Street  
Bellingham, WA 98225

Subject: RE: Bellingham Retail – Request for Use of Regional Detention Facility  
Application Number: PRE2013-00049  
Site Address: 1558 West Bakerview Road  
Parcel Numbers: 380211313040, 380211293038, 380211276039, 380211258084, 380211282099.

Dear Mr. Shipp,

This letter is written to formally request use of the proposed regional storm water facility, which is in the preliminary stages of design, and is proposed to be located north of the site. It is understood that the project must meet the city of Bellingham and 2012 Department of Ecology Storm Water Maintenance Manual for Western Washington requirements for flow control and that storm water system development charges must be paid prior to use of the facility.

The preliminary site plan currently shows 11.21 acres of impervious surface. A fee total will be calculated using the city's current Water, Sewer, Stormwater and Transportation Impact Fees sheet, upon submittal of construction documents to the city for review.

Based on the current site plan and associated percentage of impervious area, the detention volume calculated in the draft storm water report, prepared as part of the pre-application submittal package is 7.03 acre-feet.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

PMF Investments.

Frank Staufi  
Director of Construction & Development

Cc: Jason Porter, Utility Engineer – Public Works Department  
Kathy Bell, Planner – Planning & Community Development Department
## WHATCOM COUNTY COUNCIL AGENDA BILL

### CLEARANCES

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**TITLE OF DOCUMENT:** Contract for Telecommunication System Replacement Consulting Services between Whatcom County and COMgroup, Inc.

### ATTACHMENTS:
1. Memorandum
2. Information Sheet
3. Contract

### SEPA review required?

- X Yes
- No

### SEPA review completed?

- X Yes
- No

### Should Clerk schedule a hearing?

- X Yes
- No

### Requested Date:

- 

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request authorization for the County Executive to enter into an 11 month contract between Whatcom County and COMgroup, Inc. for telecommunication system replacement consulting in the amount of $72,430.

### COMMITTEE ACTION:

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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</table>

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
Enclosed are two (2) originals of the Telecommunications System Consultant contract between Whatcom County and COMgroup, Inc. for your review and signature.

▪ Background and Purpose
Whatcom County's current Ericsson MD110 telecommunications system has been in place for approximately 20-years. The county has been notified that support for this system will end on or before March 31, 2015. This system is used by all Whatcom County departments and is critical to ongoing government operations and public service.

The purpose of this contract is to hire a consultant to assist Whatcom County with the process of replacing the current telephone system. The telecommunications consultant will assist with:

- Project Planning
- Technical Review
- Organization-Wide Needs Assessment
- Budget Support
- Specifications for a Request for Proposal (RFP) for a Replacement System

Additional funding will be required in 2014 for Phase II of this project which will be the procurement and implementation of a replacement telecommunications system.

▪ Funding Amount and Source
The maximum consideration for the initial term of this contract is $72,430. The Telecommunications System Replacement Fund and related capital budget appropriation is on the County Council agenda for the February 11, 2014 meeting. With this approval, $100,000 will be transferred from the Administrative Services Fund to the Telecommunications System Replacement Fund (Phase I) through an Out of Cycle Supplemental Budget Request. This means that there will be sufficient funds in the Telecommunications System Replacement Fund (Phase I) to fund this contract.

Please contact me at extension 51026 if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT

INFORMATION SHEET

Originating Department: Administrative Services, Division of Information Technology

Contract or Grant Administrator: Deanna Reynolds

Contractor's / Agency Name: COMgroup, Inc.

Is this a New Contract? Yes _X_ No ___

If not, is this an Amendment or Renewal to an Existing Contract? Yes ___ No ___

If Amendment or Renewal, Original Contract # ________________

Does contract require Council Approval? Yes _X_ No ___

Is this a grant agreement? Yes ___ No _X_ ________________

If yes, grantor agency contract number(s) ________________ CFDA # ________________

Is this grant funded? Yes ___ No _X_ ________________

If yes, associated Whatcom County grant contract number(s) ________________

Is this contract the result of a RFP or Bid process? Yes _X_ No ___

If yes, RFP and Bid number(s) 13-92 Cost Center: TBD

Is this agreement excluded from E-Verify? No ___ Yes _X_ ___

If yes, include Attachment D Contractor Declaration form.

If yes, indicate exclusion(s) below:

☑ Professional services agreement for certified/licensed professional
☑ Contract work is for less than 120 days
☐ Contract less than $100,000.
☐ Contract for Commercial off the shelf items (COTS)
☐ Contract work is all performed outside U.S.
☐ Work related subcontract less than $25,000.
☐ Interlocal Agreement (between Gov't)
☐ Public Works - Local Agency/Federally Funded FHWA

Contract Amount:(sum of original contract amount and any prior amendments)

$ 72,430

This Amendment Amount:

$

Total Amended Amount:

$

Contracts that require Council Approval (incl. agenda bill & memo)

• Professional Services Agreement above $20,000.
• Bid is more than $49,000.
• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

Summary of Scope:

Whatcom County’s current Ericsson MD110 telecommunications system has been in place for approximately 20 years. The Contractor will assist County staff 1Q2014 and 2Q2014 in the development of a project plan, budget and Request for Proposal to replace the current telecommunications system by 1Q2015.

Term of Contract: 11 Months Expiration Date: Upon Completion (12-31-14)

Contract Routing Steps & Signoff: [sign or initial][indicate date transmitted]

1. Prepared by: D. Reynolds / T. Gee-Hardy Date 1/29/2014 [electronic]
2. Attorney reviewed: Date 1/29/14 [electronic]
3. AS Finance reviewed: 1/29/14 Date [electronic]
4. IT reviewed if IT related: 1/29/14 Date [electronic]
5. Corrections made: Date [electronic] hard copy printed
6. Attorney signoff: 1/29/14 Date [electronic]
7. Contractor signed: Date [summary via electronic; hardcopies]
8. Submitted to Exec Office: Date [summary via electronic; hardcopies]
9. Council approved (if necessary): Date
10. Executive signed: Date
11. Contractor Original Returned to dept: Date
12. County Original to Council: Date

v.1.0
CONTRACT FOR SERVICES AGREEMENT
[Insert additional specific name for your clarification]

COMgroup, Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 7,
Exhibit A (Scope of Work), pp. 8 to 11,
Exhibit B (Compensation), pp. 12 to 13,
Exhibit C (Certificate of Insurance), p. 13

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 18th day of February, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2014.

The general purpose or objective of this Agreement is to: assist Whatcom County staff with the development of a project plan, budget and Request for Proposal (RFP), and evaluation leading to the replacement of the current telecommunications system, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $72,430. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 30th day of January, 2014.

CONTRACTOR:

COMgroup, Inc.

J.R. Simmons
President and Principal Consultant

STATE OF WASHINGTON)
COUNTY OF King ) ss.

On this 30th day of January 2014, before me personally appeared J.R. Simmons to me known to be the President (title) of COMgroup, Inc. (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:
Recommended for Approval:

IT Manager Date

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this ______ day of _________, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at

_____________________. My commission expires ________________

CONTRACTOR INFORMATION:

COMGroup, Inc.
Name of Contractor/Firm

J.R. Simmons, President and Principal Consultant
Name & Title of Signatory Authorized by Firm Bylaws, if applicable

Address:
4040 Lake Washington Boulevard, Suite 205
Kirkland, WA 98033

Mailing Address:
4040 Lake Washington Boulevard, Suite 205
Kirkland, WA 98033

Contact Name: J.R. Simmons
Contact Phone: 425-284-6545
Contact FAX: 425-284-6505
Contact Email: jrs@comgroup-inc.com
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County’s option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor’s receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County’s customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout
the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor’s gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
The Contractor’s services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit “B” and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury- $1,000,000.00 (this amount may vary with circumstances)

This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

Professional Liability - $1,000,000 per occurrence (this amount may vary with circumstances)

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all
claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation, benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietors with no employees.

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Deanna Reynolds, Special Projects Manager
Division of Information Technology
Whatcom County Courthouse
311 Grand Avenue, Suite 305
Bellingham, WA 98225-4038
Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

Task 1 – Project Initiation

- Obtain and review the technical documentation for the County's communications technologies
- Meet with the County's Project Manager and key personnel to develop the project scope, goals and objectives for the project
- Review the anticipated project timelines
- Review the current operating budget and billing information
- Establish clear expectations, roles and responsibilities for all parties
- Create a plan of action for all project tasks
- Establish the communication plan
- Identify the required reporting needs
- Discuss the requirements and feasibility of VoIP technology / systems
- Review the impact of technology related projects that are either planned or underway

Task 1 Deliverables:

1. Project "Kick-Off" meetings
2. Project Plan
3. Review of Whatcom County Technical Data
4. Weekly Project Status Reports

Task 2 – Project Planning

- Refine the existing high-level project plan
- Prepare and conduct a preliminary interactive educational session for the project team regarding the current technology trends and issues
- Prepare and conduct educational sessions for department leaders and representatives; providing:
  - An overview of the current industry standards, trends and technologies
  - Descriptions of the impact upon project charter, project risks, etc.
  - Information on the data gathering / needs assessment process, including the importance of collecting the appropriate information and documentation
  - Identification of the features and functionality that could be expected of more modern phone systems.

Task 2 Deliverables:

1. Interactive educational session for the project team
2. Educational sessions for the department representatives

Task 3 – Technical Review

- Identify and review the telecommunications systems and configurations
- Evaluate the physical infrastructure (closets, low-voltage wiring, HVAC, power, etc.) and identify required changes, including a site visit to all major County facilities
- Identify and review the data network infrastructure and system configurations
- Identify and review all carrier and long distance services
- Discuss the requirements for Business Continuity and alternatives if an outage affects any major system or component
- Review emergency identification services and determine if changes are needed to ensure the proper address and callback number is communicated when dialing E911
- Conduct a network assessment to determine the suitability of the current network to support real-time traffic (voice and video) over IP, and what would be required, both for the components and the configuration.
- Perform a technical gap analysis that compares the current technical situation to the requirements needed to support new solutions. This report will include a section that is specific to the network assessment findings.
- Identify and collect any additional required documentation
- Prepare summary document and conduct a preliminary assessment of the above

Task 3 – Deliverables:

1. Current systems and design documentation summary
2. Structured network assessment test results for VoIP
3. Preliminary assessment of the current infrastructure, systems, and networks, including deficiencies and corrective actions required (technical gap analysis)
### Task 4 – Needs Assessment
- Leading the information gathering effort by engaging all department representatives
- Interviewing key users in each department
- Request and analyze each department’s uses of the systems and identify opportunities to improve workflows and/or productivity
- Identify common functional requirements of the departments and users
- Identify any unique functional requirements of the individual departments, key users, or specific sites (facilities)
- Identify carrier and long distance services and contractual term agreements
- Identify the degree / requirements for Business Continuity and the tolerance for down time on all major systems and components
- Perform a functional gap analysis that describes where the system is not meeting needs
- Perform an operational gap analysis that covers system management and support
- Prepare and conduct a presentation for the project team and department representatives to present the findings and suggested strategy and approach for all locations and all departments including each department’s usage of the current telecommunications system as well as any identified deficiencies
- New features that may cost effectively improve department and countywide workflows will be identified

### Task 4 – Deliverables:
1. Needs Assessment Document, including gap analysis for department needs, network infrastructure, facilities, and system management / support
2. Presentations (including supporting documentation materials) for project team and department representatives

### Task 5 – Requirements
- Produce a specifications and requirement document that covers:
  - The overall system technical needs / expectations
  - The functional needs and configurations for each department
  - Descriptive use cases were needed for complex challenges / requirements
  - System administration and support requirements
  - Vendor requirements necessary to deliver the technical solution(s)
- Finalize the data network and infrastructure requirements that match the above needs

### Task 5 – Deliverables:
1. Technical specifications documents that can be used for RFP documentation, if needed

### Task 6 – Industry Survey and Preliminary Budget Support
- Create and issue a survey of the telecommunications systems at comparable jurisdictions that meet high-level requirements
- Create a short-list of probable vendors to be considered
- Help distribute the preliminary requirements to viable vendors
- Assist with reviewing vendor responses regarding gross cost estimates for the replacement telecommunications systems
- Evaluate and summarize the vendor responses
- Factoring in COMgroup’s experiences, develop a preliminary budget
- Assist IT and the County Administration in formalizing the budget

### Task 6 – Deliverables:
1. Survey of systems and vendors used by comparable jurisdictions
2. Short-list of probable vendors
3. Summary of vendor budget estimates
4. Develop an estimated range of project capital and operating costs
5. Help create the final / formal budget for Whatcom County

### Task 7 – Implementation Strategy
- Review possible implementation strategies and create a preliminary list of project milestones as required by the strategy
- Options for changes to the County’s dial-plan
- Collaborate with the County’s Project Manager to finalize the high-level milestones

### Task 7 – Deliverables:
1. Strategic implementation strategy descriptions
2. Dial-plan options and the impact on implementation strategies
3. High-level project implementation milestones document
Task 8 – System Procurement Support

- Work with Whatcom County’s IT staff to identify existing contracts or vehicles for short-list vendor solutions, including inter-local agreements
- Create a specific guideline for the vendor’s implementation Statement of Work (SOW) to be supplied as part of the RFP response
- Based on the needs assessment and specifications, assist the County with drafting an RFP for the systems to be replaced
- Attend pre-proposal conference and site visitations as needed
- Respond to technical questions from proposer and assist with addendums, if necessary
- Analyze each proposal to ensure that they address technical requirements and identify shortfalls and differences between proposals
- Provide a written assessment of each proposal
- Using a consensus driven process, assist the Whatcom County project team in identifying the short-list of vendors
- Provide an overview of short-listed solutions and options including pros and cons and life cycle cost projections
- Help coordinate and attend if required any product demonstrations or vendor presentations
- Make recommendations for additions or changes in the final design & configuration, finalizing the project scope in terms of necessary equipment, software, and services
- Help create a recommendation presentation and assist with presenting to department representatives, leadership, and other stakeholders as needed
- As needed, assist Whatcom County with vendor negotiations and contracting

Task 8 – Deliverables:
1. Identify contracting alternatives, including any state or interlocal agreements
2. Create formal RFP documents
3. Conduct pre-proposal conference
4. Provide answers to technical questions / addendums
5. Produce written proposal assessments
6. Lead project team in selecting finalists
7. Provide overview of finalists, including lifecycle costs
8. Attend vendor presentations
9. Finalize configurations and project scope
10. Create and present final recommendation
11. Help negotiate contracts

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<td>Review of Whatcom County Technical Data</td>
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<tr>
<td><strong>Task 8 - System Procurement Support</strong></td>
<td></td>
</tr>
<tr>
<td>Identify contracting alternatives</td>
<td>April 30, 2014</td>
</tr>
<tr>
<td>Formal RFP documents</td>
<td>May 5, 2014</td>
</tr>
<tr>
<td>Pre-proposal conference</td>
<td>May 19, 2014</td>
</tr>
<tr>
<td>Answers to technical questions / addendums</td>
<td>May 27, 2014</td>
</tr>
<tr>
<td>&lt;Proposals due from vendors&gt;</td>
<td>June 10, 2014</td>
</tr>
<tr>
<td>Written proposal assessments</td>
<td>June 18, 2014</td>
</tr>
<tr>
<td>Select finalists</td>
<td>June 19, 2014</td>
</tr>
<tr>
<td>Overview of finalists, including lifecycle costs</td>
<td>June 24, 2014</td>
</tr>
<tr>
<td>Vendor presentations</td>
<td>July 1, 2014</td>
</tr>
<tr>
<td>Finalize configurations and project scope</td>
<td>July 3, 2014</td>
</tr>
<tr>
<td>Present final recommendation</td>
<td>July 8, 2014</td>
</tr>
<tr>
<td>Negotiate contracts - finalize</td>
<td>July 31, 2014</td>
</tr>
</tbody>
</table>
EXHIBIT "B"
(COMPENSATION)

Services
As consideration for the services provided pursuant to Exhibit "A," Scope of Work, Whatcom County agrees to compensate Contractor at the lump sum rates at the time of completion of each of the tasks indicated below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Rate</th>
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</thead>
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<tr>
<td>1</td>
<td>Project Initiation</td>
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<td>2</td>
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<td>3</td>
<td>Technical Review</td>
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<td>4</td>
<td>Needs Assessment</td>
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<td>5</td>
<td>Requirements</td>
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<td>6</td>
<td>Industry Survey and Preliminary Budget Support</td>
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<td>7</td>
<td>Implementation Strategy</td>
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<tr>
<td>8</td>
<td>System Procurement Support</td>
<td>$27,260.00</td>
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</tbody>
</table>

Contractor shall invoice Whatcom County at completion and acceptance of Tasks 1 through 8. Invoices shall include a description of the tasks accomplished. Any work performed prior to the effective date of this contract or continuing after the completion date of the same shall be at the Contractor's expense, unless otherwise agreed upon in writing.

Services are estimated not to exceed $67,430.

Expenses
Contractor will invoice County for Contractor's reasonable, direct costs incurred in performance of the Services, within the limits set forth below. Direct expenses include, but may not be limited to: airfare, lodging, mileage, shipping, lift rentals, photo copies, tolls and parking. Meals and incidental expenses will be reimbursed at the Federal GSA per diem rates for Bellingham, WA.

Expenses are estimated not to exceed $5000.

Travel expense limitations will be as follows:

- Airfare will not exceed coach rate;
- Direct mileage will be billed at the current IRS rate;
- Lodging/Meals will not exceed the Federal GSA per diem rates for Bellingham, WA:
  - 2014 Meals & Incidental Expense rates are listed here: [www.gsa.gov/mile](http://www.gsa.gov/mile)
  - 2014 Lodging rates are listed here: [http://www.gsa.gov/portal/category/100120](http://www.gsa.gov/portal/category/100120)
- Car Rental will not exceed economy car rates, plus fuel costs; and
- Receipts will be provided for all airfare, car rental, fuel costs, and to prove lodging accommodations

The total maximum consideration for this contact is:

- Services $67,430
- Expenses $ 5,000
- Total $72,430
EXHIBIT "C"
CERTIFICATE OF INSURANCE

COMGR-1  OP ID: 1NG
DATE (MM/DD/YYYY) 01/27/2014

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of WA, Inc (R & N)
1601 4th Avenue, Suite 2400
Seattle, WA 98101
Alex Bogaard, ARM, CIC, CRIS
Phone: 206-443-2400
Fax: 206-441-6572

INSURED
COMGroup Inc.
4040 Lake Washington Blvd. #206
Kirkland, WA 98033

INSURER/S AFFORDING COVERAGE

WAC #
INSURER A: Hartford Casualty Insurance Co
29424
INSURER B: MOUNT VERNON FIRE INSURANCE CO
20522

COVERAGE
CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL</th>
<th>POLICY NUMBER</th>
<th>POLICY Tài SURRENDER LIMIT</th>
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<td>UMBRELLA &amp; EXCESS LIABILITY</td>
<td>OCCUR CLAIMS MADE</td>
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<td>TK2650292A</td>
<td>12/01/2013 12/01/2014</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 531, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Whatcom County
Attn: Deanna Reynolds
311 Grand Avenue, Suite 305
Bellingham, WA 98225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>190</td>
<td>1-14-14</td>
<td></td>
<td>7/23/13</td>
<td>Special COTW</td>
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<tr>
<td>Division Head: Wain Harrison</td>
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<td></td>
<td></td>
<td>12/10/2013</td>
<td>P&amp;D Committee</td>
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<tr>
<td>Dept. Head: J.E. &quot;Sam&quot; Ryan</td>
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<td></td>
<td></td>
<td>1/28/2014</td>
<td>P&amp;D Committee</td>
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<tr>
<td>Prosecutor: Royce Buckingham</td>
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<td></td>
<td>2/11/2014</td>
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<tr>
<td>Purchasing/Budget: Brad Bennett</td>
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<tr>
<td>Executive: Jack Louws</td>
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**RECEIVED JAN 21 2014**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:**

Ordinance to adopt the 2012 editions of the International Codes, and the 2012 Uniform Plumbing Code, consistent with State law and including WA State and Whatcom County Amendments to the Codes.

**ATTACHMENTS:**

Cover sheet, Ordinance and signature page

**SEPA review required?** ( ) Yes ( X ) NO
**SEPA review completed?** ( ) Yes ( ) NO

**Should Clerk schedule a hearing?** ( ) Yes ( X ) NO

**REQUESTED DATE:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

An ordinance to update and revise WCC Chapter 15 and adopt the 2012 editions of the International Codes published by the International Code Council, the Uniform Plumbing Code, consistent with Washington State law, also including the Washington State and Whatcom County Amendments to the 2012 International Codes. In accordance with Washington State law, the adopted codes are to be effective July 1, 2013.

This ordinance adopts the 2012 editions of the IBC, IRC, IFC, IMC, IFGC, UPC, referenced standards, all Washington State Amendments to the adopted codes and all Whatcom County Amendments to the adopted codes for administration, appendices and enforcement, as set forth in WCC Chapter 15.

**COMMITTEE ACTION:**

7/23/2013: Staff report presented, but not discussed. Referred to Planning Committee at a later date.
12/10/2013: Held in Committee
1/28/2014: Held in Committee

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council)
ORDINANCE NO. _________

An Ordinance adopting the Current State Building Code and Repealing the Existing Title 15 of the Whatcom County Code

Whereas, the Whatcom County Council held a public hearing on ______, 2013 to review staff findings and recommendations, and to consider any public testimony and written correspondence regarding Whatcom County Code Title 15, Buildings and Construction; and

Whereas, chapter 19.27 RCW requires Whatcom County to administer and enforce the State Building Code in the unincorporated areas within its boundaries; and

Whereas, the purpose of these codes is to promote the health, safety and welfare of the occupants or users of buildings and structures and the general public by the provision of building codes in Whatcom County; and

Whereas, RCW 19.27.040 allows local jurisdictions to adopt appropriate amendments to the State Building Code; and

Whereas, modifications and/or amendments to the State Building Code as it applies to Whatcom County are desirable for various reasons; and

Whereas, the State Building Code Council requires adoption of the 2012 edition of these International Codes; the 2012 edition of the Uniform Plumbing Code; the 2012 edition of the State of Washington Energy Codes; and the 2012 editions of the State of Washington Amendments and other referenced codes, with further Whatcom County amendments, by July 1, 2013;
NOW, THEREFORE, BE IT HEREBY ORDAINED that:

Section 1. Title 15 of the Whatcom County Code is repealed in its entirety:

Section 2. A new Title 15 is hereby adopted as shown in Exhibit A to this Ordinance.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this Ordinance shall not affect or impair the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this ______ day of ______________, 2013.

ATTEST: 

______________________________  ______________________________
Dana Brown-Davis, Council Clerk            Chairperson

APPROVED as to form:

______________________________  ______________________________
Civil Deputy Prosecutor            Jack Louws, Executive

( ) Approved   ( ) Denied

Date: ____________________________
Date: January 10, 2014

To: Whatcom County Council, Planning & Development Committee

Through: J.E. “Sam” Ryan, Director

From: Wain Harrison, Manager Building Services/Deputy Fire Marshal

Subject: Ordinance to revise and update WCC Title 15

This ordinance proposal revises Whatcom County Code (WCC) Chapter 15 to adopt, at a County level, the 2012 editions of the codes adopted by the Washington State Building Code Council (SBCC) pursuant to Chapters 19.27 and 70.92 RCW. The codes are revised and updated on a 3-year cycle. Once they are published the SBCC reviews them and submits amendment recommendations to the State Legislature to adopt.

Local jurisdictions are allowed and encouraged to amend and modify the administrative chapters of the various code editions. They also have the option to adopt and amend appendix chapters of the code. This ordinance proposal for the revision of WCC Chapter 15 includes the amendments and modifications recommended by Planning & Development Services. The most significant changes throughout the draft chapter have been highlighted in color for Councilmember identification.

To date, staff has met with the P&D Committee twice. The first meeting, 7/23/2013, involved a brief introduction to some of the proposed changes. The second meeting, 12/10/2013, included a more detailed review and discussion of the proposed changes. That review and discussion resulted in a majority of the proposed changes receiving acceptance by the committee with recommendation for approval by Council. Those changes are indicated in gray highlight and included for reference by any new P&D Committee members.

Several significant items remain for additional consideration. They are all within Section 15.04.040 of the proposed ordinance. The sections are itemized in this cover letter. I have intentionally listed them out of sequence for discussion purposes. The issues within the sections to be considered are highlighted in yellow in the body of the proposed ordinance and within the additional exhibits included for comparison and reference.
Section 15.04.040, A, Item #12, Subsection (d) (3):

This section delineates minimum fire flow rate and duration for buildings other than one- and two-family dwellings and Group U buildings. A discrepancy was pointed out by Gary Honcoop, a Planning Commissioner and member of the BIAWC review committee. Staff agrees with Mr. Honcoop and thanks him for his attention to detail. The section was unclear in its intention. It sets a minimum flow rate of 1500 gpm for certain occupancies with relatively intensive occupant loads not recognizing that the fire flow table proposed by staff allows lower flow rates for these occupancies below certain square foot limits. Language has been added to rectify this and to recognize that the lower flow rates indicated on the table for smaller buildings apply. See Exhibit A.

Section 15.04.040, A, Item #12, Subsection (d) (2):

This section delineates minimum fire flow rate and duration for agricultural processing buildings (Group U). It sets a minimum flow rate of 500 gpm @ 20 psi of a duration of 1 hour. Exception criteria are included to establish when fire flow is not required. Exception #3 states that the building is provided with an NFPA 13 automatic sprinkler system plus an additional 500 gpm @ 20 psi for 1 hour. The additional 500 gpm is intended and designed to provide an available hose stream supply for emergency responders when they arrive at the scene.

Mr. Honcoop, with the support of Council Member Mann, proposes the additional 500 gpm be reduced to 250 gpm, a 50% reduction. The Fire Marshal’s office strongly recommends against this reduction. It is too drastic and potentially puts emergency responders at risk. See Exhibit A.

Mr. Honcoop assumes that a typical fire hose would pull less than 100 gpm per hose, although he does not specify what hose size nor does he specify how many hoses would be needed. We provide the following example, in very simplified terms, for some perspective:

- A typical residential structure fire would require 2 to 3 – 1.75 inch hoses, each drawing approximately 150 gpm.
- A 10,000 sf, Type VB construction, Ag processing building or storage warehouse would generate a firefighter attack of a minimum of 3 – 2.5 inch hoses, each drawing a minimum of 250 gpm for a total draw of 750 gpm. 500 gpm for 1 hour is 30,000 gallons divided by 750 gpm is approximately 40 minutes of storage capacity. A 50% reduction proposed by Mr. Honcoop drops that to an approximate 20 minute storage capacity.

20 minutes of capacity is not enough time to mount a significant defense and adequately protect the responders. It is significantly deficient if there is a suspicion of tenable life within the building. In that case, 40 minutes of supply would barely be sufficient. Also, as the building size increases, or the hazard or combustibility of the building contents increases the number of hoses needed increases. We strongly recommend the minimum additional available storage remain at 500 gpm and wish to go on record that further reductions potentially puts emergency responders at risk.
Section 15.04.040, A, Item #12, Subsection (d), Table B105.1:

Table B105.1 in the International Fire Code (IFC), Appendix B, is the basic table to determine fire flow rates for a given building or project. The table is broken down by the different types of construction identified in the International Building Code (IBC) and by square foot area of the building. Based on construction type and area the building is assigned a basic number of gallons per minute and a duration of time for that volume of fire water to be available. Staff has proposed a modest adjustment to the table which reduces the basic amount of gpm and duration. We have also proposed a number of adjustment tables and credits to further reduce the amount of fire flow required. This model is similar to and supported by models in Pierce, Kitsap, and Yakima Counties.

Former Council Member Knutzen proposed to take the table adjusted by staff and reduce the basic fire flow amount further by lowering the required duration of time for fire water to be available. See Exhibit B. This proposal was approved by the P&D Committee by a vote of 2-1. We are asking that this proposal be reconsidered by the new committee. We strongly recommend that the committee accept the table proposed by staff. We think such substantial reductions potentially put building occupants and emergency responders at risk and we are unaware of any other jurisdiction in the State that has sanctioned such substantial reductions.
EXHIBIT A

Chapter 15.04
BUILDING CODES

Sections:
15.04.010 Adoption of referenced codes.
15.04.015 Department of Building Safety.
15.04.020 Amendments to the International Building Code.
15.04.030 Amendments to the International Residential Code.
15.04.040 Amendments to the International Fire Code.
15.04.050 Permit expirations and violations of the above referenced codes.

15.04.010 Adoption of referenced codes.

Whatcom County hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to RCW 19.27 and 70.92 or successor, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties.

A. The 2012 International Building Code, including the 2012 International Existing Building Code; Appendix B, except as amended per Ordinance #2007-024, Board of Appeals; and including Appendices C, E and J, as published by the International Code Council, hereinafter referred to as the IBC, as modified by Chapter 51-50 WAC or successor, and as amended in WCC 15.04.015, 15.04.020 and 15.04.050 is hereby adopted by reference.

B. The 2012 International Residential Code, including Appendix E, G, and K, as published by the International Code Council, hereinafter referred to as the IRC, and as modified by Chapter 51-51 WAC or successor and as amended in WCC 15.04.030 and in 15.04.050, is hereby adopted by reference with the following additions, deletions and exceptions: Provided that Chapters 11 and 25-42 of this code are not adopted.

C. The 2012 International Fire Code, including Appendices A, B, C, and D and latest supplements, as published by the International Code Council, hereinafter referred to as the IFC, as modified by Chapter 51-54A WAC or successor, and as amended in WCC 15.04.040 and 15.04.050.

D. The 2012 International Mechanical Code, including Appendix A, as published by the International Code Council, hereinafter referred to as the IMC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
E. The 2012 International Fuel Gas Code, as published by the International Code Council, hereinafter referred to as the IFGC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.


G. Except as provided in RCW 19.27.170, the 2012 Uniform Plumbing Code, Uniform Plumbing Code Standards (IAPMO/ANSI UPC 1-2012), and including Appendix A, B, C and I, as published by the International Association of Plumbing and Mechanical Officials, hereinafter referred to as the UPC, as modified by WAC 51-56 and as amended by WCC 15.04.050 or successor.


I. The 2012 Washington State Energy Code, per WAC Chapter 51-11C, Commercial Provision, 51-11R, Residential Provisions, and Appendix Chapters or successor, hereinafter referred to as the WSEC.


K. Design data for Whatcom County shall be per Section 15.04.030, Subsection D, item #1

15.04.015 Department of Building Safety

Section 103 is amended as follows:

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The Department of Building Safety is hereby referred to as the Building Services Division of the Whatcom County Planning and Development Services Department (WCPDS).

103.2 Appointment. The Department Director is the Building Official. The Director may appoint an alternate designee at his/her discretion.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plans examiners and
other employees. Such employees shall have powers as delegated by the Building Official.

15.04.020 Amendments to the International Building Code.

A. The IBC is amended as follows:

1. Section 104.1 is amended with the following additional language:

   The Building Official defers to WCC Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA), to be administered by Public Works, River and Flood Division, for all matters related to flood review of building permits.

2. Section 105.1, Required, is amended to include the following:

   a. Commercial project proposals require pre-screening for a waiver (from pre-application meeting) or a pre-application meeting prior to permit application submittal. Pre-screening may be waived at the discretion of the Building Official for minor projects such as simple signs, single unit small equipment foundations, and projects of similar minor scale and impact. Information and document submittals for the purposes of waiver or pre-application are not intended to meet the standard for a complete permit application and do not constitute project vesting. However, information, requirements and conditions received by the applicant(s) and/or their agents or consultants for a given project proposal, as part of the waiver or pre-application process, will be considered vested, regardless of change of adopted codes or regulations, if a complete permit application is received within 30 consecutive days from the date of waiver or pre-application meeting. Such information, requirements and conditions are not intended or represented as a complete or comprehensive list of project requirements. Significant changes in the scope of a project proposal may require additional screening for another waiver or pre-application meeting.

   b. Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

   c. A coordinated master site plan (MSP), demonstrating consistency in the layout of the project proposal with all applicable regulatory requirements, is required to be submitted by the applicant and/or
project design professional in substantial charge prior to permit issuance. In general, a coordinated MSP will be required for projects exceeding a construction value of $200,000.00, but may be required for any project the Building Official deems necessary. County staff will review the site plan(s) in the application file for regulatory conflicts and discrepancies prior to plan check. County staff will notify the applicant and/or design professional of identified conflicts or discrepancies to be reconciled. The master site plan may be one page which incorporates all applicable regulatory review overlays when practical. It may also include multiple overlay pages for readability purposes provided they have been verified by County staff for regulatory consistency. Once the coordinated MSP has been reviewed and approved, application review processing will continue.

d. A state licensed contractor may obtain a permit, as required by the mechanical and plumbing codes, through mail-in applications for work not exceeding $10,000 valuation and not requiring plans and specifications and not in conflict with state or local zoning and environmental policies and with the prior approval of the building official.

e. The applicant shall fill out in full the forms furnished for that purpose, and attach thereto the full amount of moneys that are required for fees as required in the respective codes. The application shall contain all information necessary to the lawful enforcement of the provisions of the respective codes. The applicant shall file all forms with fees.

f. No person, firm, partnership, corporation or other entity shall perform work as provided herein until such time as they receive verification of approval of their application by the county building official and have been given written notice of a valid permit.

g. Any violation of this chapter shall be cause for the building official to revoke the mail-in applications privilege of the violator. Upon written notice of revocation, all provisions of the mechanical and plumbing codes superseded by this chapter shall resume in full force and effect as to the person or industrial plant whose application has been revoked.

3. Section 105.2, Work exempt from permit, is amended to read as follows:

a. One-story detached, non-occupied accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) The floor area does not exceed 120 square feet. [11 sq. m] 2.) Accessory structures maintain a minimum separation of 10 [ten] feet [3048 mm] between exterior walls, and a minimum separation of 8 [eight] feet [2438 mm] between eaves of
adjacent buildings on the same property and 3.) Provided that accessory structures meet all applicable setback requirements.

b. Fences not over 7 feet (2134 mm) high.

c. Oil derricks.

d. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting surcharge or impounding Class I, II, or IIIA liquids.

e. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L). And the ratio of height to diameter or width does not exceed 2 to 1.

f. Sidewalks, walking surfaces, and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and are not part of an accessible route.

g. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

h. Temporary motion picture, television and theater stage sets and scenery.

i. Prefabricated swimming pools installed entirely above-ground, accessory to a Group R-3.

j. Shade cloth or soft cover structures constructed for nursery or agricultural purposes and not including service systems.

k. Swings and other playground equipment.

l. Window awnings in Group R-3 and U occupancies, supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

m. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

n. Bridges, box culverts and similar passageway structures built over depressions or obstacles, herein after referred to as bridges, are structures and therefore not exempt per IBC Section 105.2, except as interpreted and quantified in Building Services Division Code Interpretation #2002-05. Bridges shall be designed and constructed per the current adopted Whatcom County Development Standards (WCDS), Chapter 5, Road Standards, Section 513, Bridges and Associated Retaining Walls; and per applicable portions of IFC Section 503. Bridges constructed as a requirement or condition of subdivision or short subdivision approval, per Whatcom County Land Division.
Regulations, Title 21, and which receive final approval from the Public Works Technical Administrator, shall be deemed by the Building Official to have met the permit requirements per IBC Section 105. The Technical Administrator is designated as the County Engineer, per WCDS, Chapter 5, Road Standards, Section 502.

4. Section 105.3, Application for Permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefore in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.

6. Be signed by the applicant, or the applicant's authorized agent.

7. Include signature by the applicant or the applicant's authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued septic system permit shall be specific to the project application.

9. Provide additional data and information in the designated sequence, as required by the Building Official.

5. Section 105.5, Expiration, is amended to include the following:
Land Disturbance permits issued for grading activity shall expire if work authorized is not commenced within 180 days of issuance unless a phased plan has been approved by the Technical Administrator. The Technical Administrator is authorized to grant one extension of 180 days if the request is submitted prior to expiration of the permit. The extension shall be requested in writing and justifiable cause(s) demonstrated. If the project is located within a water resource special management area and subject to seasonal clearing activity limitations the extension shall begin at the commencement of the construction season, pursuant to WCC 20.80.735.

Grading permits also expire and become invalid when the total approved volume has been placed into or excavated from the approved area.

6. Section 107.2 is amended to include the following:

Construction documents may be submitted in Standard English or Metric measurement. However, the Building Official may require, at his/her discretion, that the construction documents be converted by the applicant from/to either system of measurement, or require documents to include both systems of measurement prior to document submittal.

7. Section 109, Refunds, is amended to include the following policy:

The refund policy applies to the current editions and amends the respective Sections of the IBC, Section 109; IRC, Section R108.5; IFC, Section 113.5; IMC, Section 106.5.3; IFGC, Section 106.6.3; and UPC, Section 103.4.5, as adopted per WCC 15.04.010.

The Building Official may authorize refunding any fee hereunder which was erroneously paid or collected at 100%.

The Building Official may authorize refunding of not more than 80% of the fee paid for a building permit when no work has been done under a building permit issued in accordance with the current editions listed in this policy.

The Building Official may authorize refunding of not more than 80% of the plan review fee paid when an application for a building permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

8. Section 113, Board of Appeals, is amended as follows:
Appeals related to grading activity, per Appendix J and as amended per Section 15.04.020, Subsection B, which include, are associated with in any way, or promulgated within any regulated critical areas, per WCC Chapter 16, are according to the provisions of WCC Sections 16.16.280 and 16.16.285 and shall be the decision of the Whatcom County Hearings Examiner.

B. Appendix J, Grading is amended as follows:

1. IBC Section 104.1 is amended per WCC 15.04.020, Subsection B, including an additional paragraph to read as follows:

The Director of the Planning and Development Services Department or the Director’s designee also referred to herein as the Technical Administrator, is hereby authorized and directed to enforce the provisions of IBC Appendix J, Grading, including as amended in WCC Chapter 15, Section 15.04.020. The Technical Administrator shall have the authority to render interpretations of the amended Appendix and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of amended Appendix J. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in amended Appendix J.

2. The following definitions are added to Section J102.1:

a. EARTH MATERIAL: Any rock, natural soil or any combination thereof.

b. CRITICAL AREAS: The following areas as regulated under WCC 16.16 shall be regarded as critical areas along with associated buffers identified under WCC 16.16:

i. Geologically hazardous areas.

ii. Frequently flooded areas.

iii. Critical aquifer recharge areas.

iv. Wetlands.

v. Fish and wildlife habitat conservation areas.

c. ORDINARY HIGH WATER MARK: The mark on all lakes, rivers, streams and tidal water that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual and so long continued in all ordinary years, as
to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation.

3. The following shall be added to Section J103.1:

Upon receipt of a fill and grade permit application on properties within 500 feet of a site known to contain archaeological resources that are outside of the Shoreline Management Program Jurisdiction (WCC Title 23) and/or the Point Roberts Special District (WCC 20.72), the County shall notify the applicant that the project's location is within an archaeologically sensitive area and Federal, State and Tribal Laws and Regulations pertaining to cultural resources may apply.

Grading permit expiration is per IBC Section 105.5 as amended.

4. The numbered exemption list of Section J103.2, Exemptions, is amended as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, and that such grading will not adversely affect adjoining properties or critical areas and further provided that the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and fill does not exceed 250 cubic yards and is associated with a residence authorized by a valid building permit.

2. Excavation for construction of a structure permitted under this code provided that said construction has been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) and the Whatcom County Critical Areas Ordinance (WCC 16.16).

3. Cemetery graves

4. Refuse disposal sites controlled by and appropriately permitted in accordance with other regulations.

5. Excavations for wells or trenches for utilities provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and there are no adverse impacts to critical areas.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and such operations do not affect the lateral support of, or
significantly increase stresses in soil on adjoining properties, or adversely impact critical areas.

7. Exploratory excavations performed under the direction of a registered design professional provided that said excavations have been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) or critical areas ordinance.

8. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope) or less than 3 feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course or otherwise impact critical areas provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program.

9. Exemptions listed per WCC 20.80.733.

5. The following site plan requirements are added to J104.2:

a. In addition to the provisions of Section 107, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this code.

b. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code.

c. The plans shall show erosion control types and locations, natural features (slopes, streams, wetlands, ponds, etc.), forested or treed areas, ditches, culverts, wet areas, flow directions, critical area boundaries, the Ordinary High Water Mark (OHWM) of any water body regulated by the Whatcom County Shoreline Management Program and any other information deemed necessary by the Building Official.

6. J104.3, Geotechnical report, is amended as follows:

When required by the Technical Administrator, a geotechnical report prepared by a registered design professional shall be provided. The report shall contain at least the following:

1. The nature and distribution of existing soils;

2. Conclusions and recommendations for grading procedures;
3. Soils design criteria for any structures or embankments required to accomplish the proposed grading;

4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology; and

5. Unless approved by the Technical Administrator, a building permit shall not be issued on approved fills without an engineered soils report and proof of supervised, monitored placement by the registered design professional.

6. Additional information may be required at the discretion of the Technical Administrator.

7. The Technical Administrator may require a geotechnical report be prepared by a registered design professional to determine the quantity of unpermitted fill brought to a site without a valid permit, as required by this chapter.

   Exception: A geotechnical report is not required where the Technical Administrator determines that the nature of the work applied for is such that a report is not necessary.

7. Add the following as Section J104.5, Surface mining report:

   Grading permit plans associated with surface mining shall be consistent with a surface mining reclamation plan as required and approved by the Washington Department of Natural Resources.

   (Ord. 2004-064 § 2).

**15.04.030 Amendments to the International Residential Code.**

A. Section R105.1, Required, is amended as follows:

   Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

B. Section R105.2, Work exempt from permit, is amended to read as follows:
1. One-story detached, non-occupied, accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) The floor area does not exceed 200 sq. ft. [18.58 sq. m] and 2.) Provided that accessory structures meet all applicable setback requirements.

2. Fences not over 7 feet (2134 mm) high.

3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L). And the ratio of height to diameter or width does not exceed 2 to 1.

5. Sidewalks, walking surfaces, and driveways not more than 30 inches above grade and not over any basement or story below.

6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. Above ground pre-fabricated pools.

8. Swings and other playground equipment.

9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

10. Uncovered decks not exceeding 200 square feet (18.58 sq. m) in area, that are no more than 30 inches (762 mm) above grade at any point, and do not serve the exit door required by Section R311.4.

C. R105.3, Application for permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefore in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.

6. Be signed by the applicant, or the applicant's authorized agent.

7. Include signature by the applicant or the applicant's authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued system permit shall be specific to the project application.

9. Provide additional data and information in the designated sequence, as required by the Building Official.

D. Table R301.2 (1) Design Data for Whatcom County is amended as follows:

1. GROUND SNOW LOAD TABLE, JANUARY 1997..

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<thead>
<tr>
<th>Whatcom County</th>
<th>Approx. Average Elevation</th>
<th>Revised Ground Snow Load</th>
<th>Revised Roof Snow Load</th>
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<td>25</td>
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<tr>
<td>Bellingham</td>
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</tr>
<tr>
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<tr>
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<td>Lynden</td>
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<td>Pt. Roberts</td>
<td>120</td>
<td></td>
</tr>
</tbody>
</table>

Footnotes:

1. Any proposal can challenge the above design load with engineer or architect stamped and signed calculations and criteria.

Buildings where the roof snow load exceeds 30 psf may require architect or engineer review.

Recommendations are valid for the recognized central area of each regional designation. Building Services reserves the right to adjust the roof snow load based on building location and/or criteria per the 2012 IBC and/or the most current edition of the Snow Load Analysis for Washington.

2. Wind Speed (mph): IRC - 85 mph [Figure R301.2(4)B]; IBC Risk Category I - 100 mph [Figure 1609C]; IBC Risk Category II - 110 mph [Figure 1609A]; IBC Risk Category II and IV - 115 mph [Figure 1609B]

3. Seismic Design: Zone D₀/D₁; Design Category D (See IBC Section 1613 and/or ASCE 7)

4. Subject to Damage from Weathering: Moderate

5. Frost Line Depth: 18" (west of longitude 122° 54' 30", approximately at mile post 35 of State Route 542, Mt. Baker Highway)

6. Termite: None

7. Decay: Moderate

8. Winter Design Temp: 19 °F

9. Ice Shield Underlayment Req.: No

10. Air Freezing Index: 260

11. Mean Annual Temperature: 48° F
E. Appendix E, Manufactured Homes, is entirely replaced with the following:

This chapter is enacted as an exercise of the police power of the county for the benefit of the public at large. It is not intended to create a special relationship with any individual, or individuals, nor to identify and protect any particular class of persons.

The purpose of this chapter is to provide minimum standards to safeguard life or limb, health or property, and public welfare, by regulating and controlling the installation of manufactured homes on building sites within the county.

It is not the intent of this chapter to impose liability upon the county for failure to perform any discretionary act. Rather, it is the intent of this chapter to place the obligation of complying with its requirements upon the installer. Nothing contained in this chapter shall be construed to relieve from or to lessen the responsibility or liability of any person for injury or damage to persons or property caused by or resulting from any defect of any nature in any manufactured home installation work performed by said person or in any manufactured home installation equipment owned, controlled, operated or used by him; nor shall Whatcom County, or any officer, agent, or employee thereof, incur or be held as assuming any liability by reason or in consequence of any permission, certificate of inspection, inspection or approval authorized herein, or issued or given as herein provided, or by reasons or consequence of any things done or acts performed pursuant to the provisions of this chapter.

1) SCOPE

This chapter sets forth rules and regulations to regulate and control the installation of manufactured homes on building sites, establishes an administrative procedure for the issuance of permits, and provides for the inspection of manufactured home installations.

2) DEFINITIONS

a. ADMINISTRATIVE AUTHORITY is the Department of Planning & Development Services, the Building Services Division, and the Whatcom County Building Official.

b. BUILDING OFFICIAL is the Director of the Planning & Development Services Department or his/her designee. See Section 15.04.015.

c. BUILDING SITE is any site proposed for the location of a manufactured home including sites within mobile home parks.
d. HUD is the Federal Department of Housing and Urban Development.

e. INSTALLER shall either be the owner or a State licensed mobile home installer.

f. MANUFACTURED HOME means a structure designed and built to comply with the Washington State Department of Labor and Industry's rules and regulations for Manufactured Homes and Commercial Coaches. It is also defined and cross-referenced per the current adopted edition of the IRC, SECTION R202, DEFINITIONS, MANUFACTURED HOME.

g. MOBILE HOME is a transportable, factory-built dwelling unit constructed prior to June 15, 1976 (prior to enactment of National Manufactured Housing Construction & Safety Standards [NMHCSS] Act of 1974).

h. PERMANENT FOUNDATION means concrete blocks or a concrete footing or slab, or other approved engineered foundation systems.

3) GENERAL INSTALLATION REQUIREMENTS

a. Manufactured homes installed on building sites shall be installed in accordance with the provisions of this chapter and all applicable local, state, and federal codes, ordinances, and statutes.

b. Manufactured homes shall be installed in compliance with the manufacturer's installation recommendations or according to NCSBCS/ANSI A225.1-1994; permanent foundation requirements. The manufacturer or dealer shall send two copies of its approved installation recommendations to the purchaser of the manufactured home. Two copies shall be submitted with the building permit application.

c. No person, firm, partnership, corporation, or other entity may install a manufactured home unless he/she owns the manufactured home, or is a licensed manufactured home installer.

d. All manufactured home installations shall comply with the requirements of the IRC Section R403.1.7.3, Foundation Elevation, and with the following: On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches plus 2 percent. The Building Official may approve alternate elevations, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site. The following provisions shall be made to prevent standing water under and around a building or structure prior to the
final inspection. The finished grade and elevation under the building shall be above- the ground drainage flow of the land around the building to prevent surface or sub-surface water from draining to the space under the building, provided that other approved alternates such as drain tile, exterior grading to a point lower than the interior drainage of the building or an approved sump pump may be used, and provided further that the alternate method to be used shall be shown on the building plans. An approved sump pump system shall in no case be connected to the sanitary sewer system. In all instances where a drainage or sump pump system is installed under the structure there shall be provided, in the foundation wall, an access crawl hole which shall be no more than 20 feet from the main drain cleanout. To facilitate the drainage of water, the building site shall have at least a 2% gradient towards approved drainage facilities from building pads. However, this may be waived by the building official provided that the permittee can demonstrate that due to the nature of the site this would be impractical and that an approved alternate will be used. If water appears under the building within a period of 12 months after the final inspection of the building or structure, the builder shall be responsible for providing the drainage of the same, and provided further that the builder has not complied with the requirements of Section 1804.7 herein, concerning drainage. Thereafter, the owner of the building shall be responsible for providing drainage of the same, except where owner and builder agree otherwise.

e. In those areas that are recognized as floodplains by the Washington State Department of Ecology or the Department of Homeland Security, or hazardous because of the probability of earthquakes, ground slides, avalanches, or high winds, the building official may set requirements that are necessary to lessen the hazards. Manufactured homes installed on sites that are sloping or have poor drainage shall be installed in accordance with installation recommendations, provided by a professional engineer or architect licensed in the state of Washington.

f. Manufactured homes in a floodplain must be installed per the applicable provisions of Whatcom County Code, Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA).

g. Used mobile homes older than 1976, require a fire/life safety inspection by the State Dept. of Labor & Industries prior to building permit submittal.

4) PERMITS REQUIRED

No person, firm, or corporation shall install or cause to be installed any manufactured home on a building site without having first obtained a
building permit and a manufactured home dealer shall not deliver a manufactured home to a building site until that dealer has verified that the installer has obtained the necessary building permits.

5) APPLICATION REQUIREMENTS

In addition to the building permit application and issuance regulations, the following shall apply to manufactured home installations: separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.

a. A separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.

b. Each application shall be accompanied by a plot plan drawn to scale with detail sufficient to show that the installation will meet siting requirements of all applicable state and local regulations.

c. Applications for manufactured homes to be installed on building sites or sites within a mobile home park shall be accompanied by two sets of foundation plans for a permanent foundation.

6) INSPECTION

Approved installation specifications shall be available at the site at the time of inspection of the installation. In the event that no approved installation specifications are available or the approved specifications as provided above do not cover all the installation requirements of this chapter, then the total installation of the portions thereof not covered by the approved specifications shall comply with the appropriate provisions of this code.

a. On building sites other than those in mobile home parks, the installer of the manufactured/mobile home shall request a footing inspection after the placement of the footing forms and rebar and prior to pouring or placing the footings, a tie-down inspection and a final inspection after all aspects of the installation have been completed. For mobile home park installations, the installer shall request a final inspection after all aspects of the installation have been completed. All requests for inspection shall be made one working day before such inspection is desired.

b. The manufactured/mobile home may be occupied once the installation has passed final inspection for compliance with the
requirements of this chapter and any conditions placed upon the issued permit.

c. If the installation does not comply with the installation requirements of this chapter and the conditions of the installation permit, the local enforcement agency shall provide the installer with a list of corrections that the installer must make. The list of corrections shall state a date by which the corrections must be completed. If the items that require correction do not endanger the health or safety of the occupants, or substantially affect the habitability of the manufactured/mobile home, the local enforcement agency may permit the owner of the home to occupy it.

7) BUILDING SITE PREPARATION

A manufactured home may not be installed on a building site unless the ground at the site has adequate compaction and load-bearing ability to meet the support requirements of (3)(d) or, if the building site is in a mobile home park, the park owner must insure that the ground on which the mobile home is to be installed has been improved as necessary to provide a proper base for the mobile home and that the area beneath the mobile home has adequate drainage.

8) FOUNDATION SYSTEM FOOTINGS

a. Footings shall be constructed of solid concrete per the manufacturer's installation specifications or an approved alternate method.

b. Four-inch slab with thickened footings, extending 18 inches below existing grade, 16 inches diameter concrete posts, spaced according to the applicable requirements of NCSBCS/ANSI A225.1-1994, with a four- inch concrete slab and Z hook for positive connection between post and slab, if in a flood plain.

c. Footings shall be:

i. Evenly bedded and level;

ii. Placed on firm, undisturbed or compacted soil that is free of organic material;

iii. Centered in a line under the main frame longitudinal members on both sides of the manufactured home;

iv. Spaced not more than eight feet apart and no more than two feet from the ends of the main frame. The building official may require a closer spacing, depending on the load bearing capacity of the soil or the specifications in the manufactured home installation manual.
d. A manufactured home with more than one section must have center line blocking at end walls and at other points of connection of the sections of the manufactured home that have ridge beam bearing support. Blocking is also required at both ends of a door opening that is six feet or more wide in an exterior wall.

e. If a manufactured home requires footings on its exterior perimeter, as specified by the installation recommendations or required by the building official, the footings shall be installed below the frost line.

f. Footings shall be constructed so that 75 percent of the area under the manufactured home has at least 18 inches clearance between the bottom of the main chassis members and the ground level. The area beneath the furnace cross-overs and fireplaces must always have at least 18 inches clearance. At no point under the manufactured home may clearance be less than 12 inches.

9) FOUNDATION SYSTEM PIERS

a. An installer must build and position piers and load-bearing supports or devices to distribute the required load evenly. An installer must use manufactured piers or load-bearing supports or devices that are listed or approved for the intended use.

b. A pier may be made of a single stack of 8-inch by 16-inch blocks if the blocks are not stacked more than three blocks high. A pier made of a single stack of blocks shall be installed at a right angle to the main frame longitudinal members and shall be capped with no more than 2-inch by 8-inch by 16-inch wood blocks or one 4-inch by 8-inch by 16-inch concrete block.

c. A pier may be made of a double stack of 8-inch by 8-inch by 10-inch blocks if the blocks are not stacked more than five blocks high. Each row of blocks in such a pier shall be stacked at right angles to the abutting rows of blocks. The pier shall be capped by with 2-inch by 8-inch by 16-inch concrete blocks. The pier shall be installed so that the joint between the cap block is at right angle to the main frame longitudinal members.

d. A pier may be made with more than five courses of blocks and not to exceed 9 (72 inches) courses of block if the stacked blocks are filled with 2,000 psi concrete or mortar, and no more than 20% of the piers exceed five courses (40°). All other systems shall be designed by a licensed Washington state engineer or architect.

e. All blocks shall be set with cores placed vertically.

10) FOUNDATION SYSTEM PLATES AND SHIMS
An installer may fill a gap between the top of a pier and the main frame with a wood plate that is not more than two inches thick and two opposing wedge-shaped shims that are not more than two inches thick. Wood plates and shims must be of hemlock/fir, Douglas fir, or spruce/pine/fir. A shim shall be at least four inches wide and six inches long. The installer shall fit the shim properly and drive it tight between the wood plate or pier and the main frame to ensure that the manufactured home is level and properly supported at all load-bearing points. A block that abuts a wedge-shaped shim shall be solid.

11) FOUNDATION

A manufactured home shall have an approved skirting around its entire perimeter. The wood of the skirting shall be at least six inches from the ground unless it is pressure-treated wood. Metal fasteners shall be hot dipped galvanized, stainless steel, or other corrosive-resistant material. Ferrous metal members in contact with the earth, other than those that are galvanized or stainless steel, shall be coated with asphaltic emulsion. A manufactured home that is installed shall have ventilation openings with a net area of one square foot per 150 square feet of crawl space; except manufactured homes installed in the flood plain shall have ventilation openings with a net area of 1 square inch per 1 per square foot of crawlspace installed within 1 foot of finished grade. The openings shall be designed to provide cross ventilation on at least two approximately opposite sides of the manufactured home. The installer shall locate openings as close to the corner of the manufactured home as practical and shall cover the opening with a corrosive-resistant wire mesh. Dryer vents and hot water tank pressure release valves shall exhaust on the exterior of the perimeter skirting. The skirting for each section of the manufactured home shall have an opening of at least 18 inches by 24 inches with a cover of metal or pressure-treated wood to allow access to the crawl space. In all cases the foundation shall be installed before a final sign off can be made.

12) ANCHORING SYSTEM

The building official shall require a single section or multiple section manufactured home to have an anchoring system. Such an anchoring system shall be installed per the manufactured installation specifications or according to the design of a professional Washington State licensed engineer or architect. Components of the anchoring system shall have a resistance to weather deterioration that is at least equal to that of a zinc coating that is not less than 0.3 inches per square foot of coated surface. Cut edges of zinc-coated strapping do not need to be coated.

a. An installer shall install, preload, and adjust a ground anchor in accordance with the anchor manufacturer’s instructions. The installer
must supply a copy of the instructions to the building official. Ground anchors shall be marked with the manufacturer’s identification and model number in a location that is visible to the inspector after the anchor is installed. The manufacturer of a ground anchor must provide instructions with each anchor that specifies the kinds of soils for which the anchor is suitable. Analysis from a WA State licensed engineer may be required.

b. If concrete slabs or continuous footings are used to transfer the anchoring loads to the ground, the following requirements apply:

i. Engineered tie-down systems shall be per approved details from the Washington State Department of Labor and Industries.

ii. A concrete slab may be used in place of a ground anchor if it provides holding strength equal to the required ground anchors.

iii. Analysis from a WA state licensed engineer may be required.

c. Ties shall be of approved strapping, or other approved materials. Ties shall be fastened to the ground anchors and drawn tight with turnbuckles, yoke fasteners, or other approved tension devices. Tension devices shall end in clevis, forged, or welded eyes. Tension devices shall be designed to prevent self-disconnection if the ties become slack. Ties shall connect the ground anchors to the main frame longitudinal members. Ties must not connect to steel outrigger beams that fasten to the main frame unless the manufacturer’s installation instructions specifically approve the connection. Diagonal ties must lie at least 45 degrees from the vertical.

d. The installer shall space the ties as evenly as practical and shall locate a tie within eight feet of each end of the manufactured home. The installer shall install vertical ties at each detached corner of a clerestory roof and added-on sections of expandable manufactured homes, the installer shall install the following number of ties for each I-beam or other main frame longitudinal member: according to the manufacturer’s specifications or per NCSBCS/ANSI A225.1-1994, as indicated in the following chart:

<table>
<thead>
<tr>
<th>Length of home in feet (excluding hitch)</th>
<th>Number of vertical ties per detached corner of add-ons</th>
<th>Number of diagonal ties</th>
</tr>
</thead>
<tbody>
<tr>
<td>32 – 54</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>55 – 73</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

13) ASSEMBLY
The water pipe connection to the manufactured home shall have a main shutoff valve in compliance with the 2012 Uniform Plumbing Code, Section 606. Exterior water lines and ducting under the manufactured home shall be insulated. In all other respects, utility connections to the manufactured home, including water, sewer, electricity, and gas shall comply with the applicable county codes. Accessory structures attached to or located next to a home, such as awnings, carports, garages, porches, or steps shall be constructed in conformance with applicable county codes and structurally independent of the manufactured home unless pre-approved by manufacturer. (Ord. 2004-064 § 2)

15.04.040 Amendments to the International Fire Code.

A. The International Fire Code is amended as follows:

1. Section 102.2, Administrative, operational and maintenance provision, is amended to read as follows:

To provide a reasonable degree of safety to persons occupying existing buildings, there shall be a fire code inspection, at times to be determined by the Whatcom County Fire Marshal, for all Group A, B, E, F, H, I, M, R, S and U occupancies. Only R-3 Occupancies containing the following shall be subject to fire code inspections: Adult family homes, family daycare homes, adult and child care facilities, as defined in the Washington State amendments.

2. Section 103.1 is amended to read as follows:

103.1 General. The Department of Fire Prevention, herein after referred to as the Fire Marshal’s Office, is established within the jurisdiction under the direction of the Fire Code Official, herein after referred to as the Fire Marshal. The function of the department shall be the implementation, administration and enforcement of the provisions of this code. Recognizing the authority and responsibility vested in the Fire Marshal by the International Fire Code, the Fire Marshal is authorized to promulgate such rules, policies and/or procedures as he/she deems necessary for the efficient operation of fire prevention and investigations.

3. Section 103.2 is amended to read as follows:

103.2 Appointment. The Fire Marshal is the Department Director except that a Fire Marshal and/or Deputy Fire Marshal may be appointed by the Department Director. The Fire Marshal/Deputy Fire Marshal shall be not less than a supervisor within the Building Services Division of the Whatcom County Planning & Development Services Department, as designated by the Director. The Fire Marshal for Whatcom County is authorized to enforce the provisions
of this ordinance and adopted referenced codes and amendments. The Fire Marshal shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the authority having jurisdiction.

4. Section 104.1 is amended with the following additional paragraph:

The provisions of RCW 18.160.070 and the Levels of Licensing required by the State Fire Marshal's Office will be enforced by the Whatcom County Fire Marshal's Office as specified, including but not limited to work performed by contractors and/or documentation verifying compliance with current licensing requirements. Issuance of permits may be withheld due to lack of compliance with these provisions.

It is the interpretation and determination of the Whatcom County Fire Marshal that the "installation of underground work of any kind for any kind of structure" applies to the installation of fire protection systems connected to or integral to a fire protection sprinkler system. A Level U license from the State Fire Marshal's office shall be required. The Fire Marshal, at his/her discretion, may require a Level U license for any underground work determined at any stage of installation to be substantially and/or consistently substandard.

5. Section 104.10, Fire investigation, is amended to read as follows:

The Whatcom County Sheriff's Office shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous conditions. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

6. Section 104.10.1 is amended to read as follows:

a) The Whatcom County Fire Marshal shall have the authority to render necessary assistance in the investigation of fires. The Whatcom County Fire Marshal and designated, assigned staff members shall have the powers of a limited authority of a Washington peace officer as defined in Chapter 10.93 RCW. They shall be commissioned by the Whatcom County Sheriff as specially commissioned Washington peace officers, as defined in Chapter 10.93 RCW, upon satisfaction of the training and other requirements prescribed or approved by the Washington Criminal Justice Training Commission, for the purpose of administering this code.

7. Section 105.7.1 is amended with the addition of the following language:
Commercial cooking arrays require permanently affixed signage that states: “Alteration of commercial cooking arrays is prohibited without prior review and approval from the Whatcom County Fire Marshal.” Location of signage to be determined by the Fire Marshal.

8. Section 105.7.8 Flammable and combustible liquids, is amended as follows:

1. (unchanged)

2. (unchanged)

3. To install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid. Abandoned underground fuel tanks are required to be removed according to all applicable codes and safety standards except under special circumstances, such as steep or extreme topography, significant physical obstructions, or similar circumstances, as approved per the discretion and judgment of the Fire Marshal.

9. Section 108.1, Board of appeals, is amended to read as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the Fire Marshal relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. Whatcom County Ordinance No. 2007-024 shall be the Fire Code appeals board. The Appeals Board shall be the same board for all codes appeals, except as amended in WCC Chapter 15.04.

10. Section 202 is amended to read as follows:

a. Fire Chief. Whenever the term fire chief is referenced in this code it shall mean Whatcom County Fire Marshal (Fire Code Official) or his/her designee, as identified in IFC Section 103, except as stated in IFC Section 104.11 and/or where the Fire Marshal has delegated a specific responsibility to the Fire Chief of a given fire district by verbal, written, and/or historic agreement.

b. Fire Code Official. Whenever the term fire code official is referenced in this code it shall mean Whatcom County Fire Marshal or his/her designee, as identified in IFC Section 103.2 and as amended per WCC 15.04.040.

11. Chapter 5 is amended to include adoption of all sections of the chapter not adopted by Washington State Amendments, Chapter 51-54A, as authorized per RCW 19.27.060, #5
12. Appendix B, Fire Flow Requirements for Buildings is amended as follows:

a. Section B103.1, Decreases

1. The Fire Marshal is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. This may include consideration of alternative materials and methods where the Fire Marshal finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method, or work is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire-resistance, durability, and safety.

b. Section B104.1, General

1. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under horizontal projections of the roof of a building (such as a connecting breezeway), otherwise including only areas that are fully enclosed on all sides and which have a full ceiling height. Full ceiling height means an average (50% or more) ceiling height of 6 (six) feet – 8(eight) inches (203.3 cm), including under-floor areas that are accessed by a side-hinged man door, sliding door, overhead door, or similar standard height access. The calculation area is measured to the outside surface of exterior and/or enclosure walls.

2. In general, commercial and industrial structures will be measured according to the same methodology as residential/Accessory buildings, except that structures will also be judged according to their use and corresponding hazard, according to the applicable codes in the IFC and IBC, and according to the judgment and discretion of the Fire Marshal. As such area may be calculated for roof only (open sided) structures, covered open/partially open portions of buildings, to the outside edge of eaves, and/or for uncovered portions of structures (decks, balconies, loading docks, etc.) on a case-by-case basis where, in the discretion of the Fire Marshal, it is warranted to preserve the health, safety, and welfare of the public, building occupants, and/or emergency responders.

c. Section B105.1, One- and two-family dwellings.
1. The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire-flow calculation area that is in excess of 4000 square feet (371.6 m²) shall be 500 GPM @ 20 psi for 1 hour. Fire-flow for dwellings with fire-flow calculation areas larger than 8,000 square feet (743.2 m²) shall not be less than that specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.2.

d. Section B105.2, Buildings other than one- and two-family dwellings:

DEFINITIONS:

• **Agricultural Building.** Livestock shelters or buildings, including shade structures and milking barns; poultry buildings or shelters; barns; storage of equipment and machinery used exclusively in agriculture; horticultural structures, including detached production greenhouses and crop protection shelters; sheds; grain silos; stables. (IBC Appendix C, Group U-Agricultural Buildings)

• **Agricultural processing building and/or facility.** Buildings/facilities where agricultural products are cooled, frozen, or dried and packaged in their otherwise unaltered, primary state for shipping to distribution sales outlets. Ag processing buildings/facilities may include conveyors, refrigeration equipment and rooms, other applicable processing or environmental mechanical equipment, offices, employee facilities, restrooms, product and product packaging storage, loading docks, and similar applicable accessory appurtenances.

Although Ag processing buildings/facilities are determined by Whatcom County to be a Group U occupancy, they represent a more intensive use than agricultural buildings, based on the typical number of personnel (even if seasonal), type of equipment, and typical operations. Appropriate, applicable health, fire, and life/safety codes and regulations will be applied in the review process of these buildings/facilities.
Cooking, modifying, altering, combining, and/or other secondary food processing/manufacturing is not considered Ag processing. The primary use for this type of processing is determined to be a Group F occupancy per applicable provisions of the IBC and other adopted codes and regulations.

1. The minimum fire-flow and flow duration requirements for private garages, detached shops, agricultural storage buildings (Group U occupancy) shall be 500 GPM @ 20 psi for 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²).
2. It is protected by an approved automatic fire sprinkler system
3. It has 60 foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
4. It has 100 foot setbacks to all property lines and other structures on the same lot for buildings which include hay storage, other combustible fibers, the potential for loose combustible fibers, and/or the potential for combustible dust (IFC Sections 2204 and 5204.1; NFPA 61). Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

2. The minimum fire-flow and flow duration requirements for agricultural processing buildings (Group U) not exceeding 6000 square feet (557.4 m²) shall be 500 GPM @ 20 psi for 1 hour. If the building exceeds 6000 square feet (557.4 m²), Table
B105.1, as amended by Whatcom County, shall apply except that, at the discretion of the Fire Marshal, where adequate and reliable water supply systems do not exist the duration may be reduced by up to 50%, but not to be reduced to below a duration of 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²), excluding areas open on three sides.

2. It has 60 foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

3. The building is provided with an NFPA 13 automatic sprinkler system throughout, including water storage to support the sprinkler system per the system design, plus an additional 500 gpm of fire flow at 20 psi for a duration of one hour, to be available at an approved hydrant or hydrants as determined by the Fire Marshal.

3. The minimum fire-flow and flow duration requirements for buildings other than one- and two-family dwellings and Group U buildings specified above, shall be as specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.3, but not to be reduced to below 500 GPM @ 20 psi for duration of 1 hour for Group F and S occupancies, including accessory occupancies (per IBC 508.2); 1500 GPM @ 20 psi for a duration of 1 hour for occupancies and/or mixed occupancies including Group A, B, E, I, M, and R occupancies except where lower gpm is indicated per Table B105.1. Fire-flow reductions for Group H occupancies may only be considered at the discretion of the Fire Marshal. Increases in fire flow may be required based on the Fire Marshal’s evaluation of operational hazard and/or occupancy group. Fire protection credits shall not allow the
elimination of required systems as required in other parts of the Fire Code.

Exception: Fire flow is not required if the structure meets both of the following criteria:

1. It does not exceed 2500 square feet (232.3 m\(^2\))
2. It does not contain a hazardous operation, as determined by the Fire Marshal.
<table>
<thead>
<tr>
<th>Construction Type (a)</th>
<th>WHEN TOTAL FIRE AREA IN SQUARE FEET (b) IS EQUAL TO OR LESS THAN THESE VALUES</th>
<th>Required Fire Flow (GPM)</th>
<th>Duration (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA &amp; IB</td>
<td>IIA &amp; IIIA</td>
<td>IV &amp; VA</td>
<td>IIB &amp; IIIB</td>
</tr>
<tr>
<td>5,500</td>
<td>3,700</td>
<td>2,600</td>
<td>2,100</td>
</tr>
<tr>
<td>11,100</td>
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<tr>
<td>15,900</td>
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<tr>
<td>22,700</td>
<td>12,700</td>
<td>8,200</td>
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<tr>
<td>30,200</td>
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<td>10,900</td>
<td>7,900</td>
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<tr>
<td>38,700</td>
<td>21,800</td>
<td>12,900</td>
<td>9,800</td>
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<tr>
<td>48,300</td>
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<td>17,400</td>
<td>12,600</td>
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<td>21,300</td>
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<td>295,900</td>
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<td>106,500</td>
<td>77,000</td>
</tr>
<tr>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
</tr>
</tbody>
</table>

(a) Types of construction are based upon the current adopted edition of the IBC.
(b) Each portion of a building shall be considered as a separate fire area when separated by one or more fire walls built in accordance with the IBC.
TABLE B105.2
Fire Protection Credits for One- and Two-Family Dwellings (a)

<table>
<thead>
<tr>
<th>Options to Reduce Fire Flow (b)</th>
<th>% Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFPA 13D Sprinkler System (c)</td>
<td>100%</td>
</tr>
<tr>
<td>Monitored Fire Alarm System</td>
<td>25%</td>
</tr>
<tr>
<td>1-Hour Fire Resistant Const. (d)</td>
<td>75%</td>
</tr>
</tbody>
</table>

(a) Fire Protection Credits must equal at least 100% to receive fire flow credit.
(b) Credits used for or with substantial alterations shall be applied to the entire structure.
(c) Consists of an NFPA 13D sprinkler system with sprinkler coverage extended into the garage, attic, small bathrooms, closets, heated/unheated basements and bonus rooms.
(d) Constructed in accordance with the International Residential Code.

TABLE B105.3
Fire Protection Credit for Commercial Rural Fire-Flow

<table>
<thead>
<tr>
<th>Options to Reduce Fire-Flow (a)</th>
<th>% Reduction (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFPA Monitored Fire Alarm</td>
<td>25%</td>
</tr>
<tr>
<td>NFPA 13 Automatic Sprinkler System</td>
<td>75%</td>
</tr>
<tr>
<td>40’ Minimum Setbacks (c)</td>
<td>25%</td>
</tr>
</tbody>
</table>

(a) Credits used for or with substantial alterations shall be applied to the entire structure.
(b) Reductions will be simply rounded to the closest fire flow rate and applied for the duration prescribed by that flow rate. In cases of an equal distance between two rates, the rate will be rounded down.
(c) Setbacks apply to all property lines and buildings, on all sides of the structure. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

13. Appendix C, Fire Hydrant Locations and Distributions, is amended with the following added section:

a. Section C106, Subdivision Alternative:

C106.1 Hydrant placement alternative. Subdivisions and plats with no fire flow infrastructure require a minimum lot size of 1 (one) acre and a minimum 20 (twenty) foot setback from property lines to structures, in addition to applicable fire flow requirements per Appendix B as amended.
14. Appendix D, Apparatus access roads, is amended as follows:

a. Section D103, Minimum Specifications is amended with the following additional language:

1. Fire apparatus access roads serving up to 2 (two) residential lots, where building location is less than one hundred fifty feet (150') from approved access roads require a minimum width of 12 feet (3658 mm) and a minimum vertical clearance of 13 feet-6 inches (4115 mm).

2. Fire apparatus roads over one hundred fifty feet (150') long serving up to two residential lots:

a. Minimum width – twelve foot (12') driving surface with turnouts no farther than every six hundred feet (600') when required by the Fire Marshal. To create a turnout, the road shall be widened to twenty feet (20') in the direction of travel for a minimum distance of one hundred feet (100') to allow vehicles to pull over and allow emergency vehicles to proceed. Turnout shall be located approximately midpoint for driveways over six hundred feet (600') but less than twelve hundred feet (1200'). See Exhibit B.

b. Vertical clearance – minimum thirteen foot, six inch (13'-6'') unobstructed vertical clearance for the required width of the road. See Exhibit A.

c. Surface – Per Whatcom County Development Standards (WCDS), Chapter 5, Road Standards. Minimum standard per Exhibit C, Driveway Section.

d. Turning radius – minimum thirty-five foot (35') radii. Residential private roads and driveways per Exhibit C and D.

e. Turnarounds – minimum twenty feet (20') wide, sixty feet (60') deep or WCDS, Chapter 5, Road Standards. See Exhibit D.

f. Bridges - Bridges, box culverts or similar passageway structures built over depressions or obstacles shall be herein after referred to as bridges. When a bridge is required to be used as part of a driveway access road, it shall be designed and constructed per the current adopted edition of the WCDS, Chapter 5, Road Standards, Section 513, Bridges and Associated Retaining Walls and per applicable portions of IFC Section 503. Vehicle load limits shall be posted at both entrances to bridges when required by the Fire Marshal.
g. Grade per Exhibit A and WCDS, Chapter 5, Road Standards. Residential and residential accessory structures accessed by roads or driveways exceeding 12% grade require mitigation such as an automatic sprinkler system, per NFPA 13-D, throughout the applicable building(s); an approved fire flow system; equivalent mitigation approved at the discretion of the Fire Marshal in addition to standard access road requirements.

h. Installation of residential accessory buildings less than 2500 sf, small residential/accessory additions, and similar minor changes or alterations may be exempt or may not trigger road standard improvements on a case by case basis at the discretion of the Fire Marshal.

3. Section D103.5 is amended as follows:

Gates installed across emergency apparatus access roads and driveways require a permit from the Fire Marshal’s office.

Item #1 is amended as follows:

The minimum gate width shall be 20 feet (6096 mm) unless an alternate width is approved by the Fire Marshal. Under no circumstances shall the net opening width of any gate be less than 12 feet (3658).

4. Fire apparatus access roads – Access serving more than Two (2) residential units shall meet the following:

a. Standards per Exhibit A and current adopted Whatcom County Development Standards (WCDS), Chapter 5, Road Standards.

b. The Fire Marshal may make modifications in these standards if the road is not build-able because of topography, waterways, nonnegotiable grades, or similar conditions. These modifications are based on:

1. The building being protected by NFPA 13D Automatic Sprinkler System.

2. Additional fire protection features as required by the Fire Marshal.

Exceptions may be made for minor additions or small accessory buildings to existing dwellings when in the opinion of the Fire Marshal the addition or accessory building will not create significantly more dangerous situations.
5. Emergency vehicle access roads or driveways shall not be obstructed in any manner, including the parking of vehicles. Width and clearance requirements of these standards shall be maintained at all times.

6. See Exhibits A, B, C, and D, for additional information, details, and illustrations amending Appendix D.
Exhibit A: Private Roads/Streets, Driveways and Fire Apparatus Access

This section applies to roads/streets that are privately owned, generally within an easement providing direct access to private land(s) for local traffic movement and connect to local public access, collectors or arterial roads/streets. Private roads/streets are maintained with private funds and where the county, municipality or WSDOT performs no maintenance.

Criteria for Authorization: Private roads/streets may be permitted when so provided in appropriate ordinances or at the discretion of the County Engineer when:

1. Covenants have been approved and recorded with the County which provide for maintenance of the private roads/streets and associated parking areas by the owners in the development, including placing of liens for non-payment of fees, and/or road maintenance agreement(s) on the face of the Long Plat, Short Plat, or Binding Site Plan.

2. Provision is made for the roads/streets to be open at all times for emergency and public service vehicle use.

3. The private road is not needed as a public road and will not obstruct public street circulation.

4. Intersection spacing between private roads shall be consistent with the spacing shown in Development Standards Section 505.M.

5. The roads are within a private community with a corporate identity or Homeowners Association, as identified by the State of Washington under RCW 64.38.

6. Fire Apparatus Access Roads (Private Roads/Streets and Driveways)

   a) County fire code requirements for "Fire Apparatus Access Roads" are contained in WCC 15.04.010 and as amended in WCC 15.04.040.

   b) Criteria. The following criteria, per Exhibit A Geometrics, apply to Fire Apparatus Access Roads serving residential and residential accessory use.
### Exhibit A: Geometrics

<table>
<thead>
<tr>
<th>Road Users</th>
<th>Incremental Grade, %</th>
<th>Minimum Surface Treatment</th>
<th>Width, ft</th>
<th>Unobstructed Minimum Vertical Clearance, ft</th>
<th>Minimum Turning Radii, ft</th>
<th>See also Development Standards Drawings</th>
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</thead>
<tbody>
<tr>
<td>1-2</td>
<td>&lt;12</td>
<td>CSTC(2)</td>
<td>12</td>
<td>13.5</td>
<td>25</td>
<td>40</td>
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<tr>
<td></td>
<td>12-14</td>
<td>Paved(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15-18</td>
<td>Heated grooved PCC(3)</td>
<td>18(9)</td>
<td>13.5</td>
<td>25(9)</td>
<td>43(9)</td>
</tr>
<tr>
<td>3-6</td>
<td>&lt;12</td>
<td>CSTC(2)</td>
<td>12(9)</td>
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<td></td>
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<tr>
<td></td>
<td>12-14</td>
<td>Paved(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15-18</td>
<td>Heated grooved PCC(3)</td>
<td>18(9)</td>
<td>13.5</td>
<td>25(9)</td>
<td>43(9)</td>
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<tr>
<td>7 or more</td>
<td>&lt;12</td>
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<td>12(9)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12-14</td>
<td>Paved(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15-18</td>
<td>Heated grooved PCC(3)</td>
<td>26(9)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Crushed surfacing top course
(2) Either Portland cement concrete (PCC) or Hot mix asphalt (HMA)
(3) Portland cement concrete
(4) Hot mix asphalt
(5) See Development Standards Section 505 Road Type and Geometrics, Table 1: Arterial Roads & Residential Roads
(6) See also Development Standards Section 505.1.3 - Horizontal Curves
(7) Road Users represents the number of dwelling units/single households. Per the Public Works Dept., a single household is the approximate equivalent of 10 average daily trips (ADT).
(8) Grades exceeding 18% may require special and/or multiple mitigation measures and will be approved at the discretion of the Fire Marshal.

- **Turnouts** - For driveways and roadways less than 20 feet wide, see Exhibit B (Development Standards Drawing 505.E-5).

- **Turnarounds** - Establish turnarounds for driveways and roadways greater than 150 feet in length per Exhibit D (Development Standards Drawing 505.E-6, 505.L-1, or 505.L-2 as applicable). Subject to other related codes and standards, i.e., Title 20.80.

- **Fire Hydrants** - Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum roadway width shall be 26 ft. for a length of 40 ft. centered on the fire hydrant.

- **Bridges** - At the discretion of the Fire Marshal all bridges shall meet the requirements in Development Standards Section 513. Bridges
Security Gates and Emergency Accesses - The County Fire Marshal requires a separate permit for any security gate or emergency access restricting device/system.

Access Approach Surfacing Requirements - All fire apparatus access approaches shall have an approved paved/hard surfaced apron unless otherwise directed pursuant to this section and Development Standards Section 508 Roadside Features. See Exhibit C, Driveway Section.

Additional or Alternative measures - The County Fire Marshal may consider or require additional or alternative fire protection measures on a case by case basis.

Criteria for Construction: Private roads/streets shall conform to the applicable sections of these Standards. Also see Development Standards Drawings 505.E-1 and 505.E-2.
NOTES:
1. Widening may be done on either side of the roadway or driveway.
2. Widened area to have the same standard section detail as roadway or driveway.

<table>
<thead>
<tr>
<th>Driveway/Roadway Length</th>
<th>Number of Turnouts</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 600 feet</td>
<td>No turnout</td>
</tr>
<tr>
<td>601 - 1200 feet</td>
<td>One at mid-point</td>
</tr>
<tr>
<td>Over 1200 feet</td>
<td>Every 600 feet</td>
</tr>
</tbody>
</table>

Exhibit B
Private Road or Driveway
Turnout Detail
Whatcom County Fire Marshall

3034
5/20/2013 Not to Scale
MINIMUM SURFACING
44' RADIUS
(See Drawing 505.L-1 for additional details)

NOTES:
1. Turnarounds shall be within the County right of way and/or private easements.
2. Width of travelway is specified on Exhibit A, or the approved plans.
3. Turnaround construction shall be of approved subgrade, base, and top course.

EXHIBIT D
PRIVATE ROAD AND NON-MAINTAINED COUNTY RIGHTS-OF-WAY TURNAROUND DETAILS
WHATCOM COUNTY FIRE MARSHALL
15.04.050 Permit expirations and violations of the above referenced codes.

A. Expiration.

1. Sections 105.5 of the IBC, R105.5 of the IRC, and 105.3.1 of the IFC are amended as follows:

Every permit issued under the provisions of this code, according to IBC Section 105.5 and IRC Section R105.5, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The building official is authorized to grant, in writing, one or more extensions of time, for a period not more than 180 days each. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made, or will be made in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year. These permits are only transferable with the prior approval of the Building Official and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

Every permit issued under the provisions of this code, according to IFC Section 105, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The fire code official (designated as the fire marshal) is authorized to grant, in writing, one or more extensions of time for a period not more than 180 days each, except that expiration and extension shall not apply to open burning permits. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. An operational permit under the IFC shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit. These permits are not
transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

B. Construction Without Permit.

1. The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:

When construction and/or development has occurred on a site without a valid permit as required by this chapter, any and all permits or approvals issued by the county may be denied for that site until the issue has been resolved. In addition, prompt restoration of the site to its original condition will be required. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use for which it authorizes is lawful. The issuance or granting of a permit or approval of plans shall not prevent the Director of Planning & Development Services, the Building Official, the Fire Code Official, or any administrator who has been granted authority by the Director from thereafter requiring the correction of errors in said plans and specifications or from preventing construction operations being carried on thereunder when in violation of this code or of any other ordinance or from revoking any certificate of approval when issued in error.

2. The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:

When construction, development, modification, or any changes to a structure have taken place without a valid permit as required by this chapter, the County may, at its discretion and as it deems necessary for compliance, may require the structure to be restored to its original construction/condition. This may include, but is not limited to, complete or partial demolition of the structure or remodel; removal of framed walls or other structural components; electrical systems and/or components; cabinets, doors, countertops, fixtures, drywall; plumbing and/or plumbing fixtures; applicable appliances. Time lines required to restore the structure to its original condition shall be at the discretion of the County.

C. Stop Work Orders.

1. Sections 115 of the IBC, R114 of the IRC, and 111 of the IFC are amended as follows:
In the event any person, firm, partnership, corporation or other entity violates any provision of this ordinance or any code adopted by this ordinance, the County may issue a notice of violation, to be delivered to the owner, operator, or their agent, or to be conspicuously posted at the site. In a non-emergency situation, such notice may include notice of the intent to issue a stop work order no less than 10 calendar days following the receipt of the notice, and provide for an administrative pre-deprivation hearing within 10 calendar days of notice/order. In an emergency situation where there is a significant threat to public safety or the environment, the County may issue a stop work order. The stop work order shall include, in writing, the right to request an administrative post-deprivation hearing within 72 hours following receipt of the stop work order. Failure to comply with the stop work order shall be a gross misdemeanor punishable upon conviction by a minimum fine of $500.00 up to a maximum fine of $1000.00 or one year in jail, or both. Under no circumstance may the court defer or suspend any portion of the minimum $500.00 fine for any conviction under this section. Each day or part thereof of noncompliance with said order to stop work shall constitute a separate offense.

D. Violation Deemed Misdemeanor.

1. Sections 114 of the IBC, R113 of the IRC, and 109 of the IFC are amended as follows:

Any violation of the provisions of the International Building, Fire, Residential or other related codes as herein adopted is a misdemeanor. Any person, firm or corporation violating any of the provisions of this code or failing to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, directives or conditions of the Building Official or the Fire Code Official or the Director of Planning and Development Services or of a permit or certification used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 dollars or by imprisonment not exceeding 90 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

a. EXCEPTION: The International Fire Code Section 307 Open Burning and Recreational Fires shall constitute Class 1 civil infractions pursuant to RCW 7.80.120. The maximum penalty and the default amount for such violations shall be consistent with Chapter 7.80 RCW. All violations shall be heard and determined in accordance with the system established in Chapter 7.80 RCW. After having been found to have committed two successive infractions for
violations of the same provision of this title on the same property, any person, firm, or corporation who continues to violate this title in the same manner on the same property shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 or by imprisonment not exceeding 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

E. Notice of Violations.

1. Section 109.3 of the IFC is amended as follows:

When the Fire Code Official, referred to as the Fire Marshal, finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the fire code official is authorized to prepare a written notice of violation describing the conditions deemed unsafe. When immediate compliance is not possible, a time shall be specified for re-inspection. In special situations citations could be issued to individuals violating this code.

F. Civil Penalty.

1. Any person, firm, partnership, corporation or other entity violating any of the provisions of this chapter, or of the codes adopted by reference by this chapter, shall be deemed guilty of a civil offense and each day during which such violation is continued or committed shall constitute a separate offense, and shall be fined not more than $1,000 for each offense. The penalty provided in the above section shall be imposed by a notice in writing and delivered by personal service to the owner, the owner’s agent, the operator and/or violator, and/or sent by certified mail, and/or be conspicuously posted at the site. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity in ordering the act(s) constituting the violation(s) to cease and desist or, in appropriate cases, requiring necessary corrective action to be taken within a specific and reasonable time. The notice may simultaneously accompany a notice of penalty.

2. Within 30 days after the notice is received, the person incurring the penalty may apply in writing to the building official for remission or mitigation of such penalty. Upon receipt of the application, said department may remit or mitigate the penalty upon whatever terms the department in its discretion deems proper. The final decision of the building official, fire code official or the director of planning and development services on mitigation or revision shall be reviewed by the county council, if the person being penalized files a written appeal therewith of said decision, within 10 days of its issuance. The
decision of the county council regarding the penalty imposed shall be final.

In addition to the civil penalties described above, the prosecuting attorney may in his discretion bring such injunctive, declaratory or other actions as deemed necessary to ensure that violations of this chapter are prevented or cease, and to otherwise enforce the provisions of this chapter. (Ord. 2004-064 § 2)
Mann/Honcoop Alternative Proposals

Supplement 1

Amendments per Whatcom County Code Chapter 15
15.04.040, A, Item #12, Subsection (d)(2) and (3)

2. The minimum fire-flow and flow duration requirements for agricultural processing buildings (Group U) not exceeding 6000 square feet (557.4 m²) shall be 500 GPM @ 20 psi for 1 hour. If the building exceeds 6000 square feet (557.4 m²), Table B105.1, as amended by Whatcom County, shall apply except that, at the discretion of the Fire Marshal, where adequate and reliable water supply systems do not exist the duration may be reduced by up to 50%, but not to be reduced to below a duration of 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²), excluding areas open on three sides.

2. It has 60 foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

3. The building is provided with an NFPA 13 automatic sprinkler system throughout, including water storage to support the sprinkler system per the system design, plus an additional 600 250 gpm of fire flow at 20 psi for a duration of one hour, to be available at an approved hydrant or hydrants as determined by the Fire Marshal.

3. The minimum fire-flow and flow duration requirements for buildings other than one- and two-family dwellings and Group U buildings specified above, shall be as specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.3, but not to be reduced to below 500 GPM @ 20 psi for duration of 1 hour for
Group F and S occupancies, including accessory occupancies (per IBC 508.2); 1500 GPM @ 20 psi for a duration of 1 hour for occupancies and/or mixed occupancies including Group A, B, E, I, M, and R occupancies except where lower gpm is indicated per Table B105.1. Fire-flow reductions for Group H occupancies may only be considered at the discretion of the Fire Marshal. Increases in fire flow may be required based on the Fire Marshal’s evaluation of operational hazard and/or occupancy group. Fire protection credits shall not allow the elimination of required systems as required in other parts of the Fire Code.

Exception: Fire flow is not required if the structure meets both of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²)

2. It does not contain a hazardous operation, as determined by the Fire Marshal.


**TABLE B105.1**  
Fire-flow for Buildings Other than One- and Two-Family Dwellings and  
Private Garages and Commercial Agricultural Buildings (Group U)

<table>
<thead>
<tr>
<th>Construction Type (a)</th>
<th>WHEN TOTAL FIRE AREA IN SQUARE FEET (b) IS EQUAL TO OR LESS THAN THESE VALUES</th>
<th>Required Fire Flow (GPM)</th>
<th>Duration (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA &amp; IB</td>
<td>IIA &amp; IIIA</td>
<td>IV &amp; VA</td>
<td>IIB &amp; IIIIB</td>
</tr>
<tr>
<td>5,500</td>
<td>3,700</td>
<td>2,600</td>
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<td>11,100</td>
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<tr>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
</tr>
</tbody>
</table>

(a) Types of construction are based upon the current adopted edition of the IBC.
(b) Each portion of a building shall be considered as a separate fire area when separated by one or more fire walls built in accordance with the IBC.
Council Member Mann,

I have included comments from my Fire Inspectors to the information provided by Mr. Honcoop for your consideration. In addition, I am forwarding this email with fire inspector comments to the Whatcom Fire Chiefs for their consideration and possible comment as well.

The information you request will be incorporated in the packet submitted to P&D Committee. We are scheduled to represent Tuesday, Jan. 28, 2014.

Chiefs,

Please review the email information below and comments from the Fire Inspectors. I encourage you to respond to Council Member Mann if you have any comments or suggestions. Chronological order starts from the bottom and proceeds upward.

Wain Harrison

Manager Building Services Division,
Deputy Fire Marshal,
Planning & Development Services Department,
5280 Northwest Drive,
Bellingham, WA 98226,
WHarriso@co.whatcom.wa.us,
Cell 360-815-0685, office 360-676-6907

Comments from Will Anderson, Fire Inspector III

A single 2 and ½ off a fire engine flows 250 gallons per minute. A 1 and ¾ hose line will do around 200 gallons per minute. A fire engine has the pump that is rated at 1500 gpm to be rated a A class engine to get credit for insurance. Most ladder trucks do not have a fire pump in them and are required to have a fire engine pump to them. State law states that for each hose attack team you have in the building a second team must be at the ready for fire fighter rescue. This is two hose lines. That is 500 gallons right there. I don’t see how we can reduce something like that would reduce
firefighter safety and go against state law for entrance team and safety team. Most commercial buildings a 2 and ½ inch hose line is required due to fire load and distances.

Will Anderson
Fire Inspector III/ CFI
Whatcom County Fire Marshal’s Office

Disclaimer: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a government entity may be disclosable to third party requesters under the Public Records Act.

Comments from Mitch Nolze, Fire Inspector I

First, the City of Blaine email clearly demonstrates the demand is necessary for sprinklers and fire flow. To say that a building and its occupants do not need the same fire protection based on city incorporation is unacceptable from my standpoint. Fire departments in the cities generally have shorter response times, and make quicker stops on fires than in rural areas and actually require less water than in rural settings. Fires burn longer in rural settings and still require entry by fire personnel if they determine a person is inside and there is a possibility of a tenable life. Fires in the rural setting are inherently more dangerous for firefighters due to the longer burning times and extent of damage to structural members prior to fire department arrival.

Also, “standard” fire hoses have the general flow of the following:

- 1.75” (most common for interior attack of room and contents fires, and smaller structure fires): 150 GPM minimum flow at 100 PSI at the nozzle tip.
- 2.5” (most common for large structure fires, any defensive operation, and used in almost all commercial structure fires): 250-300 GPM minimum at 100 PSI at the nozzle tip.
- Master stream/“deck gun” on most fire engines (used in defensive operations for large fires in commercial structures): 800-1000 GPM minimum at 80-100 PSI at the tip.

To put this in perspective: Fire district 1 has two water tenders, likely with 3,000 gallons of water on each. Firefighters use the National Fire Academy formula for fire ground determinations on fire flow needed. A single story, 6,000 sf barn (60’x100’) would calculate to 60 x 100 / 3 (the NFA formula for fire ground quick hydraulics is L X W/3). The required fire flow for this operation would be 2,000 GPM. That is (1) deck gun and several 2.5” and 1.75” hand lines. The current proposal for modification of the fire flow table that was proposed by us (not the modification approved by the council) is a generous reduction that takes into account the actual personnel responding to staff such lines and staggering of response and shuttling of water tenders if more water is needed. The credits are the maximum that are spelled out in Appendix B, on top of the already reduced table.

Addressing “Exceptions: 3”, I believe he is speaking of (d.) (3) on page 29, continued to page 30. His scenario for a 2400 sf restaurant is incorrect. That size building clearing states in the exceptions that a building not exceeding 2500 sf is exempt from fire flow completely.

In regards to the Anderson Creek Lodge project. There is already a need to upgrade the fire line system to accommodate a fire sprinkler system that will be required for that project if they are going forward with building a new facility or using the current school site. Rescuing of persons that are in transient accommodations in a rural setting takes time to respond, and to affect the actual rescue with minimal personnel. The only thing the fire department has to protect occupants and themselves is WATER! To expect that NO fire flow would be available other than 6,000 gallons (two tenders for Dist. 1) is not acceptable. Even a partially involved structure with a deck gun and a 2.5”, 250 GPM line running would be 1250 GPM flowing. That would give the fire department just over 4.5 minutes of water flow. That is absolutely not enough time to extinguish a fire and to protect them and occupants for a rescue scenario.
The GPMs must be adequate enough to overcome BTUs/Minute.

The council cannot expect that they will be dictating fire department operations that are set by RCW 296.305 and NFPA standards.

I just wanted to give you some scenarios and rebuttal for discussion on Mr. Honcoop’s email. I am concerned that his inaccuracies and misinformation on the fire suppression industry could affect the council/committee’s understanding of our proposal. Maybe I could prepare a more articulate presentation with this information before you go next time. This is kind of off the cuff. I would like the fire chiefs to be able to chime in on these topics as well.

Thanks,

Mitch Nolze
Fire Inspector
Whatcom County Fire Marshal’s Office
5280 Northwest Dr.
Bellingham, WA 98226
Office: (360) 676-6907 ext. 50615
Cell: (360) 815-6940
Email: MNoIze@whatcomcounty.us

From: Ken Mann
Sent: Tuesday, December 17, 2013 12:53 PM
To: Wain Harrison
Cc: Gary Honcoop
Subject: Fwd: Fire flow comments

Wain - I am very supportive of reduced fire flow recommendations. I will be looking for options to incorporate all of Mr. Honcoop's suggestions. Even if you can't support it, I would like the options written up for substitution into the ordinance and code. Ken

Ken Mann
(360) 483-6020
Ken.mann.home@gmail.com
Kmann@co.whatcom.wa.us

Sent from my iDevice

Begin forwarded message:

From: Gary Honcoop <GaryH@rhe-wa.com>
Date: December 11, 2013 at 10:00:17 PM PST
To: "Ken Mann (kmann@co.whatcom.wa.us)" <kmann@co.whatcom.wa.us>, "Barbara Brenner@co.whatcom.wa.us" <bbrenner@co.whatcom.wa.us>
Cc: Gary Honcoop <GaryH@rhe-wa.com>
Subject: Fire flow comments
Ken, Barbra
Thank you for carefully considering the fire flow requirements and how difficult and costly it is to provide the required flow.
In general, staff has considered input from affected parties and has made many changes which is greatly appreciated.

However, fire flow is very challenging in a city let alone in a rural area where there is a water system such as Delta Water by Edaleen, and even more challenging where there is no water system, such as by Rader Farms and the owner has to build there own fire flow system.

Attached is an email that was sent to me this yesterday related to the freezer I mentioned that we are trying to get built in Blaine.
It gives you and idea of the challenge we are faced with fire flow, even in a City. We made some changes to the storage racking and the fire sprinkler engineer reworked his calculations to come up with a lower fire flow GPM and we still can’t make it work.
Blaine has a good modern system on Boblett St with large lines and 105 PSI which is much higher than typical. Even with that, we can only get 1357 GPM at the required supply pressure and we need 1804 GPM. Note, that includes 500 GPM for the for the fire department hose stream.
My point is, if it's difficult in a city, it's even more challenging in a rural area.

So, just a few follow up comments on fire flow from today.
It is very difficult and very expensive to meet the required fire flow, even with the sprinkler credit in the building.
Putting sprinklers in to reduce the fire flow typically doesn’t reduce the cost or the amount of required fire flow.
It just shifts it from the hose to the sprinkler system.

Why: Because sprinklers need to have water pressures at the heads at approximately 60 to 70 PSI.
Fire flow requirements at the hydrant are based on 20 psi. As you raise the pressure to meet the sprinkler requirement, the GPM that you get out of the hydrant goes down.

As an example, look at the fire flow test that I gave you from Edaleen.
At 28 PSI, the GPM was 799.
At 25 PSI, the GPM was 1049.
At 20 PSI, the un-calibrated computer model GPM was expected to be approximately 1500 GPM.
As pressure goes down, (aka the orifice size increases) the galonage increases.

So by adding sprinklers to a building, your actual useable fire flow GPM output drops dramatically because of the requirement to maintain the required PSI.

I agree with reducing the duration in the table as you did today.
Even then, if you have to create a tank system to store water, only the smallest of projects will be built. It is just is cost prohibitive to build and very difficult to finance a 500,000 gallon tank and the pumps required to provide fire flow. Banks can’t repossess a $500,000 fire flow system and so they are reluctant to finance it.

I would like to suggest the following changes be considered to what was presented today.

Exceptions: 3, (page 29 or 30) (I noticed my page numbers where a little different than yours)
NFPA automatic sprinkler system throughout.
I would recommend reducing the additional hose stream to 250 GPM at 20 psi.
There is a safety factor built into the fire sprinkler stream that will be available to provide water for additional hose streams. I am not sure how many gallons each hose and fire nozzle can handle, but I would expect that it’s less than 100 GPM per hose, except for a ladder truck. With the 250 GPM and the safety factor from the sprinklers, I think that is a realistic and reasonable number. If the additional 500 GPM as proposed stays, most likely an owner in a rural area would find it less costly to meet the fire flow requirement with out the sprinklers, the opposite of what you want to encourage.

3. The minimum fire-flow and flow duration requirements... 1500 GPM @ 20 psi for a duration of 1 hour for occupancies and/or mixed occupancies including group A, B, E, I, M and R.
1500 GPM is a very high number that is again very difficult to meet. This penalizes smaller buildings and businesses. If you are going to open a restaurant out at Birch Bay or Kendal that is 2400 SF, You are stuck with the 1500 GPM instead of the 750 GPM in the table for VB wood frame constructed building. That makes it very difficult for any smaller business to make it pencil. The cost of the fire flow could equal the cost of the building. With all the reductions and maximum building sizes that resulted from the Rural Element LAMIRD process, the only thing you will see in these locations in the future are smaller buildings. With the 1500 GPM requirement, it makes it nearly impossible to build a building or even do a major remodel to an existing building.

I would recommend reducing it to 750 GPM as a minimum which is still a very high number. As the building size increase, the table B105.1 will kick in and require a higher GPM and provide the additional fire flow as a safe guard regardless. So the higher number only penalizes smaller buildings and businesses.

As an example, Anderson Creek Lodge is located of the Mission Rd. They have fire flow requirements they can’t meet. If you have not heard, a new group is managing the lodge, providing counseling to people recovering from burns. Roger Axelson, ARÁ Architects, has been working on trying to solve the fire flow issues so they can do some badly needed work. You can reach him at 820-3735 for more details. This is not a large facility. Having a minimum GPM set at 1500 GPM, and not taking into account the size, location and distance to neighboring buildings, property lines, etc. of the building, places an undue burden on owners of smaller buildings and facilities.

Another example is we built some condos by Birch bay in 2007. There where two buildings with three floors. 16 units total with commercial space on the bottom floor. The buildings where fully sprinkled, yet they would not have meet the 1500 GPM requirement if it was in place at that time. The fire flow for the buildings is provided by Birch Bay Water & Sewer. Having a minimum hard number that is set high at 1500 GPM reduces the flexibility allowed in the building code and will make many smaller projects unfeasible.

That’s my thoughts. Thanks for listening and your consideration. If you have any questions, please give me a call.

Cell 360-815-5396
Gary Honcoop, President
I am writing to you today to express my support for the adoption of the International Fire Code with the amendments proposed by staff. I am writing as a resident of the North Bellingham neighborhood of the county and as the Assistant Fire Chief from Whatcom County Fire District 8. I have been in the fire service for over 23 years and have a degree in fire protection as well as being currently certified as a Fire Inspector II and Fire Plans Examiner throughout the International Code Council.

I would like to be very clear in saying that I don’t support the reductions proposed by Mr. Hencoop in his December 11th email.

The amendments being presented by staff already represent a reduction in the fire flow that exist in the current Whatcom County Code. These reductions were made based on looking at national standards, other comparable counties, and realistic local fire experience.

When Mr. Hencoop says "I am not sure how many gallons each hose and fire nozzle can handle, but I would expect that it’s less than 100 GPM per hose, except for a ladder truck." He is correct that he is not sure, but very wrong when he says he would expect less than 100 gpm. The smallest fire attack line we use (1.75") flows between 150-200 gpm. Even on a small "room and contents" type fire we will normally deploy two of these lines. When we start talking about larger storage type buildings (barns/shops) we will normally deploy 2.5" lines that flow 250-350 gpm each or a monitor that flows 750-1000 gpm depending on the size of the building.

There are many examples of buildings around the county that have successfully built on-site fire flow systems that meet the more stringent requirements that are in the code today. Cornwall Church on Northwest, Wade King Elementary on Yew St. Rd., Enfield Farms on Birch Bay Lynden Rd., and Birch Bay Square are a few examples of commercial buildings that were able to provide a minimum 1500 gpm fire flow level within their construction budgets.

There is no doubt that building in areas of the county without infrastructure does cost more than building in those areas that have it. Unfortunately for us, buildings burn the same in these areas and we need to be able to provide adequate protection to both.

Thanks for your consideration on this matter I hope that you will support the adoption of the code as presented by staff.
Bill Hewett
Assistant Fire Chief
Whatcom County Fire District 8
752 Marine Dr.
Bellingham, WA 98225
(360) 733-6612
January 24, 2014

Whatcom County Council Planning & Development Committee Members:
   Rud Browne, Ken Mann, Barbara Brenner

The Whatcom County Fire Chiefs Association is very concerned with the proposed ordinance amendment which was brought to your Committee by former member Bill Knutzen. The proposed amendment would make large reductions in fire flow requirements for new and altered commercial buildings. The purpose of the code requirement is to provide enough water and pressure to fight fires in areas without hydrants providing both life safety and preservation of property. Mr Knutzen’s plan does not provide adequate water flow for fire suppression.

The County Chiefs understand this is a politically charged issue. The proposed fire flow requirements would reduce costs to developers who want to build new commercial facilities in the County. The Chiefs realize the benefits of commercial development to our County and the financial benefits it brings. However, the risk this proposes is too great.

If the proposed amendment is adopted there will not be enough water to extinguish fires that are of substantial size. As Chiefs, we will not be able to do our job effectively. There are not enough tender trucks in the County to supply a sufficient amount of water. Also, when a tender is called for a mutual aid response that district’s tender is not available to respond within their own district. This creates additional risks to life and property.

The County Chief’s Association unanimously voted to strongly encourage your Committee to adopt the fire flow tables proposed by the County Fire Marshalls Office. The tables for fire flow, that staff proposed, takes into account the need to balance the costs to developers. The Fire Marshall’s office has developed tables that are based on scientific facts that provide enough water flow to effectively fight fires.

Please protect the citizens we serve in Whatcom County with your decision to withdraw the proposed amendment from former member Knutzen. We recommend drafting an ordinance that includes the fire flow tables developed by the County Fire Marshall Office.

The County Fire Chiefs Association appreciates your consideration of this issue that will have a great impact to our community.

Sincerely,

[Signature]

Mel Blankers
President
Whatcom County Fire Chiefs Association
TITLE OF DOCUMENT:
Applicant request for extension to preliminary binding site plan approval pursuant to WCC 21.07.030(5)(a)(i)&(ii).

ATTACHMENTS:
1. Staff Memo and Exhibits
2. Applicant Extension Request

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The applicant is requesting a one-year extension to the Northgate Industrial Park No. 2 Binding Site Plan (BSP2006-00001) pursuant to WCC 21.07.030(5)(a)(i)&(ii). If granted, the extension would allow the applicant until December 9, 2014 to submit the General and Specific Binding Site Plans.

COMMITTEE ACTION: COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

TO: Whatcom County Council

THROUGH: Tyler Schroeder, Current Planning Manager

FROM: Amy Keenan, AICP Senior Planner

DATE: January 30, 2014

SUBJECT: Oxy Corporation – Northgate Industrial Park No. 2 (BSP2006-00001) Extension Request

On October 21, 2013 the Whatcom County Council received a request by Oxy Corporation to extend the preliminary approval of the Northgate Industrial Park No. 2 Binding Site Plan BSP2006-00001(BSP). The BSP received preliminary approval with conditions on December 9, 2008 from the Whatcom County Hearing Examiner (Exhibit 1).

Pursuant to Condition 15 of the Hearing Examiner’s decision the BSP would become invalid if the general binding site plan and all specific binding site plans were not submitted within five (5) years of the date of preliminary BSP approval. The condition also stated that applicant may request an extension pursuant to Whatcom County Code (WCC) 21.07.030(5) (a) (i) & (ii) as follows:

(5) Expiration and Time Extensions.

(a) Approval of a preliminary binding site plan shall become invalid unless a general binding site plan and all specific binding site plans are submitted in proper form for approval, within five years of the date of preliminary binding site plan approval. This expiration date may be extended as follows:

(i) An applicant files a written request with the Whatcom County Council prior to expiration of the five-year expiration period.

(ii) The Whatcom County council shall have authority to grant three one-year extensions subsequent to the original preliminary plat approval. Each one-year extension may be granted if after taking into consideration technical, economic and other matters beyond the control of the applicant the council finds that there is reasonable justification for the granting of an extension. In granting each one-year extension, the council may take into consideration such changes in rules, regulations, ordinances, or development standards, or portions thereof, that have occurred since the time the original approval was granted. The council may condition the extension so as to require compliance with any such subsequently adopted rules, regulations, ordinances,
development standards, or portion thereof, that the council deems necessary to protect the public health, safety and welfare. Requests for extension shall be made in writing to the Whatcom County council prior to expiration of preliminary binding site plan approval.

The applicant has not submitted the general or specific BSP’s, but has submitted a request for extension to the Whatcom County Council prior to the expiration of the BSP which would occur on December 9, 2013.

On November 19, 2013 a Technical Review Committee (TRC) meeting was held to determine if there are any changes in rules, regulations, ordinances or development standards that would impact this project. During the TRC meeting concerns were brought up regarding fire concurrency for this project. The applicants provided a letter from Chief Gary Russell, Whatcom County Fire District No. 7 prior to the hearing stating that “Individual uses and structures and necessary mitigating measures will require case by case analysis as part of building permit and occupancy review.” The letter from Chief Russell appears to have addressed concurrency.

The Whatcom County Fire Marshal also had concerns regarding fire code requirements and has submitted a memo (Exhibit 2) requesting the addition of the following conditions to clarify fire code requirements:

- Provide a plat condition which requires all buildings to be fully sprinklered with an automatic sprinkler system meeting NFPA 13 standards. Provide a fire flow system with a capacity available to all lots of a minimum 2000 gpm @ 20 psi for a minimum duration of 1.5 hours (90 minutes). The system can be provided by connection to a public water source or by an independent, on-site, storage, pump, and hydrants system. All systems must be designed by a Washington State licensed engineer.

- Provide approved hydrants spaced no more than 600 feet apart, measured by drivable distance along the road, with no more than 400 feet from the furthest drivable area of any building.

- Emergency apparatus access requirements per the IFC Section 503, including Appendix D as amended per WCC Chapter 15.

- Any gates or other access restrictions at any location require a fire permit for installation. Key boxes or other means of approved Fire District access must be provided.

- Fire inspections are required for all applicable systems, for occupancy approval of any building, and prior to any proposed occupancy change.

It was determined that there are no additional conditions of approval relative to changed standards or regulations other than those listed above. The TRC members
have submitted memos (Exhibit 3) with additional clarifications should the extensions be granted.

In addition, Planning and Development Services (PDS) staff would like to offer one clarification regarding Hearing Examiner Condition 17 which discusses an extension request directly to the Hearing Examiner. Staff requested clarification regarding Condition 17 and the Hearing Examiner responded on December 11, 2013 stating that Condition 17 was added in error and the applicant’s request for extension should be processed pursuant to WCC 21.07.030(5) (a) (i) & (ii) as stated in Condition 15 of the Hearing Examiner’s decision. The extension request should be reviewed and approved or denied by the Whatcom County Council.

Exhibits

Exhibit 1: Whatcom County Hearing Examiner Preliminary Approval
Exhibit 2: Whatcom County Fire Marshal Memo
Exhibit 3: Technical Review Committee Memos
SUMMARY OF APPLICATION AND DECISION

Application: The Applicant is requesting a Preliminary Binding Site Plan to create five separate industrial building sites and three tracts (buffer, drainfield and detention/retention) on a parcel totaling 21.02-acres, located within the Light Impact Industrial (LII) zone. The five industrial parcels will be individually owned or leased, with all other tracts held in common.

Decision: The requested General Binding Site Plan is approved, subject to conditions.

FINDINGS OF FACT

INTRODUCTION

The following Findings of Fact and Conclusions of Law are based upon consideration of the exhibits admitted and evidence presented at the public hearing.

I.

Applicant: Oxy Corporation

Property Location: South of Grandview, westerly of Portal Way

Legal Description: Located within the NW ¼ of the NE ¼ of Sec 7, T39N, R2E, W.M. Assessor’s Parcel No. 390207 329460

Zoning: Light Impact Industrial (LII)

Subarea: Cherry Point / Ferndale

Comprehensive Plan: Urban Growth Area (Ferndale)
Number of Lots: Five building lots and three tracts for detention, buffer and septic

Roads: Private (existing)

Water Supply: PUD No. 2

Sewage Disposal: Septic community drainfield (existing)

Fire Protection: Whatcom County Fire District #21

Law Enforcement: Whatcom County Sheriff's Office

Public Schools: Ferndale School District # 502

Topography: The site is flat with the largest slope at approximately 3%

Vegetation: Consists of a mixture of deciduous trees, shrubs, grasses, and wet soil plants. (The wet soils plants are located along the western portion of the site within Parcel 5 of BSP No. 2)

Adjacent Land Use: Surrounding properties to the west, north and east are zoned Light Impact Industrial (LII) with a small area to the northeast zoned Tourist Commercial (TC). Property to the north is zoned Rural (R5A), one dwelling per five acres.

East: Railroad, AM/PM store

West: Horse fields/pasture

North: Storage/warehouse

South: Wooded/zoned residential

Utility Easements: All utility easements to be shown on the face of the final mylar.

Variances: None requested

SEPA: Determination of Non-Significance, issued March 30, 2007

Authorizing Ordinances:
1) Revised Code of Washington Chapter 58.17
2) Whatcom County Code Title 21, Subdivision Regulations
4) State Environmental Policy Act (SEPA), Washington Administrative Code Chapter 197-11; Whatcom County Environmental Policy Administration Chapter: 16.08
5) Whatcom County Code Chapter 12.08, Development Standards
6) Whatcom County Code Chapter 20.88, Major Project Permits

Legal Notices: Posted – November 19, 2008
Mailed – November 17, 2008
Published – March 7, 2007 and November 20, 2008

Hearing Date: December 3, 2008

Parties of Record:

Oxy Corporation
PO Box 789
Anacortes, WA 98221

Jones Engineers, Inc.
4164 Meridian, Suite 200
Bellingham, WA 98226

Brad Swanson
900 Dupont Street
Bellingham, WA 98225

Amy Keenan
Planning and Development Services

Mary White
Division of Engineering

Exhibits:

1 Land Use Application
1-1 Supplemental Application
1-2 Application Letter, dated July 7, 2006 from Jones Engineers
1-3 Letter of Completeness, Vesting Only, dated November 3, 2006
1-4 Letter dated October 30, 2006 from Jones Engineers, indicating revised site plan and water availability forms attached
1-5 Letter of Complete Application, dated February 27, 2007
1-6 Application Processing Track
1-7 Neighboring Property Owners, mailing labels
1-8 Plat Certificate
1-9 Returned Notice
Memorandum, dated November 25, 2008 from Amy Keenan, with attached memoranda dated October 21, 2008, from Mary White and Warner Webb, and letter from Whatcom County Fire District No. 7 to Brad Swanson, dated July 8, 2008

Staff Report, dated September 5, 2007

Interlocal Agreement Between City of Ferndale and Whatcom County Concerning Annexation and Development within the City of Ferndale UGA

Letter dated March 8, 2007 from Carl Reichhardt re: Drainage Concerns

Letter dated May 23, 2007 from Jones Engineers re: Northgate Industrial Park

Email memo correspondence between Royce Buckingham and Staff re: No Protest Agreement for Annexation, memo dated July 19, 2007

Memo, dated February 26, 2007 from Warner Webb re: Fire District Service for BSP2006-0001

Agency Comments [stapled together starting with Memo from Mary White to Wayne Fitch, dated May 17, 2007]

Email correspondence between Staff

Legal Notice, dated March 7, 2007

DNS, dated March 30, 2007

Memo, dated April 30, 2008, from Mary White to Michael Bobbink

Memo, dated October 21, 2008, from White to Bobbink

Memo, dated October 21, 2008, from Webb to Keenan

Certificate of Mailing, dated November 17, 2008

Certificate of Posting, dated November 19, 2008

Legal Notice, dated November 20, 2008

Site Plans, stamped received by PDS on September 15, 2008

Site Plans, dated 7/12/06
II.

The Land Use Services Division of Whatcom County Planning and Development Services recommended approval of the requested Binding Site Plan, subject to conditions. The Findings of Fact and Conclusions of Law of the Division are set forth in a Staff Report, Exhibit #3, dated September 5, 2007, a copy of which is attached hereto and incorporated herein by this reference.

The Staff Report indicates that there is a community drainfield for this site, sized for 200 employees. The Applicant has now received approval from the Health Department for a re-design of the system which would expand the system to allow 320 employees. With the exception of this Finding of Fact, the Applicant and Staff agreed that the Staff Report is factually accurate. The Findings of Fact set forth in the Staff Report, dated September 5, 2007, Exhibit No. 3, are adopted by the Hearing Examiner as Findings herein.

III.

There was no public comment on this application at the public hearing. There were no public comments prior to the hearing, during the comment period.

The Applicant filed a memorandum, which addressed issues that had been resolved prior to the public hearing. This memorandum also clarified a number of issues regarding the Binding Site
Plan and minor scrivner’s errors in documents relied upon by the Technical Committee incorporated by the Committee into the Staff Report. Staff indicated generally that they had no issues with the clarifications or those changes to the Conditions of Approval, with the exception of the appropriate setback from the front property line off North Gate Spur. North Gate Spur is a private road serving the parcels being created through this Binding Site Plan Approval. North Gate Spur ends in a cul-de-sac in the interior portion of the parcel. The Technical Committee felt that a 30-foot setback was required and the Applicant argued that a 20-foot setback was the appropriate setback under the applicable ordinances. The Hearing Examiner has concluded that a 20-foot setback from the front property line, along North Gate Spur, is the proper setback. This issue will be addressed briefly in the Conclusions of Law.

Other than the issue of the setback, the Technical Committee has agreed that the proposed changes to the conditions, including the removal of proposed Conditions 14 and 16, are appropriate.

IV.

Any Conclusion of Law which is deemed a Finding of Fact is hereby adopted as such. Based on the foregoing Findings of Fact, now are entered the following

CONCLUSIONS OF LAW

I.

The Technical Committee has concluded that, subject to conditions, the proposed Biding Site Plan will meet all of the requirements of the Revised Code of Washington Chapter 58.17; Whatcom County Code, Title 21, Subdivision Regulations; Environmental Regulations; and Whatcom County Code, WCC 16.08, Development Standards. The Technical Committee Staff Report outlines clearly how these standards are being met by this proposal, subject to a set of conditions which have been agreed to by the Applicant and by the Technical Committee, with one exception, which will be discussed below.

The Hearing Examiner concurs in the Technical Committee Conclusions of Law and adopts them as Conclusions of Law herein.

II.

The Technical Committee believed that a 30-foot setback was appropriate along the North Gate Spur. The Applicant argued that the Development Standards only required a 20-foot setback along North Gate Spur.

WCC 20.0.210(5) generally requires a 30-foot setback. However, the table included in this section only requires a 20-foot setback for “minor access streets” in the Light Impact Industrial zone. It defines “minor access streets” as “... those that are dead-ends or that are constrained from ever developing further.” The Technical Committee concluded that North Gate Spur was not constrained
from ever developing further and concluded that a 30-foot setback was required. However, the
definition indicates that if a street is a dead-end or is constrained from developing further the street is
a minor access street. North Gate Spur dead-ends in a cul-de-sac in the interior of the parcels being
developed and is therefore a dead-end street. That makes it a minor access street, which only
requires a 20-foot setback.

III.

Preliminary Binding Site Plan Approval should be granted for North Gate Industrial Park No. 2, subject to conditions.

IV.

Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such. Based on
the foregoing Findings of Fact and Conclusions of Law, now is entered the following

DECISION

Binding Site Plan Approval is hereby granted to Oxy Corporation for the proposed Northgate Industrial
Park No. 2, "to be located on Assessor’s Parcel No. 390207 329460, Grandview and Portal Way, Ferndale,
Washington, subject to the following conditions:

1) The Applicant shall comply with the requirements of the Whatcom County Division of
Engineering, memorandum dated October 21, 2008, unless modified by the Division of
Engineering or appealed to the appropriate agency.

2) The Applicant shall comply with the requirements of the Whatcom County Fire Marshal
memoranda, dated March 2, 2007 and October 21, 2008, unless modified by the Fire Marshal
or appealed to the appropriate agency.

3) The Applicant and/or any future developer on the site shall comply with the conditions of the
Chief Plans Examiner, memorandum dated March 26, 2007, unless modified by the Chief
Plans Examiner or appealed to the appropriate agency.

4) A detailed landscaping and buffering plan designed in accordance with WCC 20.80.300
shall be submitted to, and approved by the Zoning Administrator prior to recording a
Specific Binding Site Plan. A detailed landscaping/buffering plan designed in accordance
with WCC 20.80.345 shall be submitted for the Buffer Tract “B,” and approved by the
Zoning Administrator prior to recording the Specific Binding Site Plan.

All landscaping and buffering shall be installed per the approved plan, or bonded for 125% of the
cost of labor and materials for installation of the plant materials and irrigation system, and a
maintenance bond shall also be submitted to Whatcom County to ensure proper maintenance of the
required landscaping and buffering. Both bonds shall be submitted prior to issuance of Certificates
of Occupancy for any of the proposed uses on the site. (WCC 20.80.375).

5) The Applicant shall comply with the requirements of the Whatcom County Health Department’s memorandum, dated April 5, 2007, unless modified by the Health Department or appealed to the appropriate agency.

6) Each future individual site development shall prepare a detailed parking plan designed in accordance with WCC 20.80.500, showing the above required landscaping, and including handicap parking areas. This plan shall be submitted to and approved by the Zoning Administrator at the building permit stage when the individual parcels develop.

7) Any signage installed on the site shall comply with the general signage provisions of WCC 20.80.410 and the criteria of WCC 20.80.450. Building permits shall be obtained prior to the installation of any such sign on the site. This shall be addressed at the building permit stage when the individual parcels develop.

8) All outside lighting shall be installed pursuant to WCC 20.80.523 to reduce impacts to adjacent residential uses. This shall be addressed at the building permit stage when the individual parcels develop.

9) All future uses shall comply with the following requirements of the Official Whatcom County Zoning Ordinance:

   a) Minimum lot frontage in the LII zone shall be sufficient to provide adequate access and utility development, and meet applicable building setback, buffer, and development standards of the District. In no case, shall the frontage be less than 30-feet. WCC 20.66.255.

   b) Building setbacks in the LII zone are limited to 20-feet from the front property line (except where a parcel fronts on Grandview Road) and 10-feet from side and rear property lines, per WCC 20.80.200 (.210). Parcels abutting the south property line (adjoining the Rural zone) are subject to a 50-foot setback, pursuant to WCC 20.80.345. This 50-foot setback has been established by way of a 50-foot Buffer Tract “B.”

   c) Although no maximum building height is established, when building height exceeds 35-feet, the setback requirements of 20.80.200 (.210) shall be increased by one foot for each foot of building height in excess of 35-feet as applicable to all setbacks. Height of structures shall also conform to, where applicable, the general requirements of the Federal Aviation Administration (FAA), per WCC 20.80.675.

   d) Building coverage in the LII zone is limited to 60% of the overall lot size.

   e) Any development on the site shall comply with the pollution control and nuisance
abatement, heat, light and glare and ground vibration restrictions outlined in WCC 20.66.701, .702, and .703.

10) A maintenance agreement shall be drafted to provide for the maintenance of any areas in common ownership and where drainage facilities are shared by all of the various uses in the Binding Site Plan. A copy of this agreement shall be submitted to Planning and Development Services prior to recording of the General Binding Site Plan.

11) All appropriate deed, dedications and easements will be established on the face of the General and/or Specific Binding Site Plans during their respective review processes.

12) The Applicant shall comply with the requirements of the Critical Areas Administrator, outlined in the May 11, 2007 review, unless modified by the Critical Areas Administrator, or appealed to the appropriate agency.

13) The following condition regarding traffic impacts to Grandview Road shall be included on the face of the general and specific binding site plan:

   Traffic impacts shall be analyzed for each parcel individually, through the SEPA process, at the time a building permit application is made for a parcel, taking into account the development that has occurred within this Binding Site Plan up to the date the building permit application is made. Mitigation, if any, shall be addressed at that time.

14) The Applicant shall comply with the condition of the Lummi Nation Tribal Historic Preservation Office unless modified by the Lummi Nation Tribal Historic Preservation Office or appealed to the appropriate agency.

15) Approval of a preliminary binding site plan shall become invalid unless a general binding site plan and all specific binding site plans are submitted in proper form for approval, within five years of the date of preliminary binding site plan approval. This expiration date may be extended pursuant to WCC 2007.030(5)(i)&(ii).

16) Final lot configuration shall be determined by specific binding site plans, to allow for greatest flexibility for future uses on individual building sites. Final lot lines shall be determined at the discretion of the property owner so long as the final lot lines comply with the conditions of the preliminary binding site plan.

17) The Applicant shall complete construction or, if no construction is contemplated as a part of this permit, shall demonstrate compliance with all of the conditions of this permit within five years of the date of the issuance of this decision. Failure to complete construction or demonstrate compliance shall result in the expiration of this permit. Substantial progress toward completion may satisfy the terms of this condition if approved by Whatcom County Planning & Development Services and the Hearing Examiner. The applicant or permit holder
may apply for an extension for a term of up to one year upon a showing that substantial progress has been made toward completion or compliance. An extension shall be granted if the Hearing Examiner finds that the applicant or permit holder will suffer a substantial hardship if the extension is denied. The Hearing Examiner may grant an extension for any other good cause shown, in his discretion, but extraordinary circumstances must be shown to obtain an extension of more than one year. The Hearing Examiner shall obtain the comments of Whatcom County Planning & Development Services before granting any extension.

NOTICE

This approval is subject to all of the above-stated conditions. Failure to comply with them may be cause for its revocation. Complaints regarding a violation of the conditions of this permit should be filed with Whatcom County Planning and Development Services. The Hearing Examiner may not take any action to revoke this approval without further public hearing.

Violations of this title shall constitute Class I civil infractions pursuant to RCW 7.80.120. The maximum penalty and the default amount for such violations shall be consistent with Chapter 7.80. RCW.

NOTICE OF APPEAL PROCEDURES FROM FINAL DECISIONS OF THE WHATCOM COUNTY HEARING EXAMINER

This action of the Hearing Examiner is final. The following review procedure is available from this decision and may be taken by the applicant, any party of record, or any County department.

Appeal to County Council. Within ten calendar days of the date of the decision a written notice of appeal may be filed with, and all required filing fees paid to, the Whatcom County Council, Courthouse - 1st Floor, 311 Grand Avenue, Bellingham, WA 98225. The appeal notice must state either:

1) The specific error of law which is alleged, or
2) How the decision is clearly erroneous on the entire record.

More detailed information about appeal procedures is contained in the Official Zoning Ordinance at Section 20.92.600-.830. A copy of this document is available for review at the County Council Office.

After an appeal has been filed and the Council office has received the hearing record and transcript of the public hearing, the parties will be notified of the time and date to file written arguments.

DATED this 9th day of December 2008.

Michael Bobbink, Hearing Examiner
September 5, 2007

WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES

STAFF REPORT

The application of **Oxy Corp.**
for a Preliminary Binding Site
Plan for
**Northgate Industrial Park #2**

| BSP2006-00001 | FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS |

I. SUMMARY OF APPLICATION AND RECOMMENDATIONS

Application: The applicant is requesting a Preliminary Binding Site Plan to create five separate industrial building sites and three tracts (buffer, drainfield and detention/retention) on a parcel totaling 21.02-acres, located within the Light Impact Industrial (LII) zone. The five industrial parcels will be individually owned or leased, with all other tracts held in common.

Recommendation: The Technical Review Committee recommends approval of this proposed project subject to the following conditions.

II. PRELIMINARY INFORMATION

A. BACKGROUND INFORMATION

Applicant: Oxy Corp.

Property Location: South of Grandview, Westerly of Portal Way

Legal Description: Located within the NW ¼ of the NE¼ of Section 7, Township 39N, Range 2E, WM
Assessor's Parcel No: 390207 329460

Zoning: Light Impact Industrial (LII)

Subarea: Cherry Point / Ferndale

Comprehensive Plan: Urban Growth Area (Ferndale)

Number of Lots: Five building lots and three tracts for detention, buffer and septic

Roads: Private (existing)
Water Supply: PUD No. 2

Sewage Disposal: Septic community drainfield (existing)

Fire Protection: Whatcom County Fire District #21

Law Enforcement: Whatcom County Sheriff's Office

Public Schools: Ferndale School District # 502

Topography: The site is flat with the largest slope at approximately 3%

Vegetation: Consists of a mixture of deciduous trees, shrubs, grasses, and wet soil plants. (The wet soils plants are located along the western portion of the site within Parcel 5 of BSP No. 2)

Adjacent Land Use: Surrounding properties to the west, north and east are zoned Light Impact Industrial (LII) with a small area to the northeast zoned Tourist Commercial (TC). Property to the north is zoned Rural (R5A), one dwelling per five acres.

East: Railroad, AM/PM store

West: Horse fields/pasture

North: Storage/warehouse

South: Wooded/zoned residential

Utility Easements: All utility easements to be shown on the face of the final mylar.

Variances: None requested

SEPA: Determination of Non-Significance

Issued March 30, 2007

II. PROCEDURAL INFORMATION

Authorizing Ordinances:

1) Revised Code of Washington Chapter 58.17
2) Whatcom County Code Title 21, Subdivision Regulations
4) State Environmental Policy Act (SEPA), Washington Administrative Code Chapter 197-11; Whatcom County Environmental Policy Administration Chapter 16.08
5) Whatcom County Code Chapter 12.08, Development Standards
6) Whatcom County Code Chapter 20.88, Major Project Permits

IV. FINDINGS AND CONCLUSIONS
Site History

The subject property was created by a previous binding site plan that was granted in 1990 (Northgate Industrial Park, BSP1990-00001). A general binding site plan was filed and a total of five lots were created by specific binding site plan out of the parent 34.98-acre parcel of land, leaving the remaining 21.02-acre parcel. This previous binding site plan expired on September 11, 1997. Currently two of the five lots previously created by specific binding site plan are developed with industrial uses.

Site Description

The existing 21.02-acre irregularly shaped property has approximately 636-feet of frontage on Grandview Road, and approximately 450-feet also abuts the Burlington Northern Railroad right-of-way along the eastern boundary. The depth of the site varies, and is also bisected by the previous five existing lots created by specific binding site plan. The site is currently developed with an existing detention/retention pond, sanitary sewer drain field (which serves the existing lots within the previous Northgate Industrial Park as well as the proposed Northgate Industrial Park #2) and a buffer strip along the southern boundary. The remainder of the site is undeveloped.

The subject site is generally flat with an average slope of 0-8%. Vegetation consists primarily of grasses and pasture with some trees and shrubs located along the southern and eastern property boundaries. The Critical Areas Specialist has determined that there is a wetland located along the west margin of the subject property and that it extends marginally onto the project area.

Binding Site Plan Review

Pursuant to the Revised Code of Washington 58.17.035, Whatcom County has adopted, by ordinance, procedures for the division of land by use of a binding site plan as an alternative to the procedures required by Chapter 58.17 of the Revised Code of Washington. Under RCW 58.17.040 (4), the provisions of Chapter 58.17 RCW shall not apply to divisions of land into lots or tracts classified for industrial or commercial use when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations. Whatcom County’s regulations governing binding site plans were adopted June 6, 1985 by Ordinance 85-42, as part of Title 21.

A. As to roadways and access facilities, the Technical Review Committee finds the following:

The subject site is located on the south side of Grandview Road and west of portal way. Access is off the south side of Grandview Road by way of a private road named Northgate Way that was established with the previous binding site plan. Grandview Road is classified as a state highway (SR 548). A preliminary traffic analysis was prepared by the applicant’s agent indicating that the proposed development will generate 88 Average Daily Trips (ADT).
This application was routed to the Washington State Department of Transportation (WSDOT) for review and comments. Initial correspondence from WSDOT indicated that they could not accurately comment on the project as the sizes of the proposed manufacturing facilities had not been identified. WSDOT requested that once the specific uses and sizes of the facilities were determined, that a Traffic Study be prepared and submitted for WSDOT review, comment and approval. The applicants have indicated that the general use of the proposed sites will be those manufacturing uses allowed by the Light Impact Industrial zone, however the intent of the binding site plan process is to allow flexibility when marketing lots to be created by general and specific binding site plans. The applicants requested, through email correspondence, that WSDOT modify those conditions so that the traffic concerns could be addressed at the building permit stage once the lots had been created by market demand. On June 15, 2007, WSDOT approved the following condition (see attached email):

Traffic impacts shall be analyzed for each parcel individually, through the SEPA process, at the time a building permit application is made for a parcel, taking into account the development that has occurred within this Binding Site Plan up to the date the building permit application is made. Mitigation, if any, shall be addressed at that time.

This condition shall be recorded on the face of the general binding site plan.

The Whatcom County Division of Engineering submitted a memo dated May 17, 2007 with the following conditions of approval for this proposal:

1. All development shall comply with the City of Ferndale Standards and/or Whatcom County Development Standards, whichever is more stringent.

2. All project infrastructure shall be constructed to be consistent with the City of Ferndale Development Standards, or as amended by the City of Ferndale.

3. All signing and striping shall be installed per MUTCD standards at the developer's expense.

4. A Preliminary Storm Drainage Report has been submitted.

5. An Engineered Stormwater Design Report using current standards that addresses conveyance, detention, and water quality measures by a Washington State licensed civil engineer shall be submitted for approval by the City of Ferndale (WDOE 2005) and Whatcom County Engineering. The previous binding site plan submitted a drainage report that covered full development of the site. The drainage system was constructed and approved.

6. Provision for maintenance of private stormwater system will be required as set forth in Whatcom County Development Standards, Chapter 2, Section 220.

7. Erosion control plans shall be submitted and approved before any clearing or grading on the site.
8. All easements, any physical appurtenances such as fences or structures which may indicate encroachment, lines of possession, or conflict of title must be shown on the final mylar. [WAC 332-130-050(1)(b)]

9. Road name proposals for all roads must be submitted for approval. A map at 1"=400' scale of the lots shall be provided to Whatcom County Engineering for address assignment. Address fee of $70/5 lots shall be paid before recording or $35/parcel shown on Specific Binding Site Plan.

10. All road, drainage facilities, and grading plans shall be designed and stamped by a Washington State licensed civil engineer and submitted for county engineering approval prior to construction. As-built road plans and a letter of certification from a licensed engineer must be submitted to the County Engineer prior to acceptance of any roads into the County Road System.

11. Developer shall provide a plat layout to the post office to get approved mailbox location(s).

The applicant shall comply with the above requirements of the Whatcom County Division of Engineering’s May 17, 2007 memo unless modified by the Division of Engineering or appealed to the appropriate agency.

B. As to drainage facilities, the Technical Review Committee finds the following:

Drainage facilities are addressed in conditions 4, 5, 6 and 10 of the Whatcom County Division of Engineering requirements listed above.

The Technical Review Committee finds that subject to the recommended conditions of approval, the proposed General Binding Site Plan would make adequate provisions for drainage facilities.

C. As to fire protection devices with sufficient water storage and flows, the Technical Review Committee finds the following:

No comments regarding this proposal were received from the Whatcom County Sheriff’s Office. The subject site is located within Fire Protection District No. 21, however the district did not approve a will-serve letter at the time of this application. The Whatcom County Fire Marshall submitted a will serve letter dated February 26, 2007 stating that, “I have determined the subject property to be within fire district 21. I have also determined, through consultation with the County Assessor’s office that the fire district is collecting taxes derived from this district. It is Whatcom County’s legal interpretation that fire protection districts established in accordance with RCW Title 52 are obligated to provide fire protection service to properties within its jurisdiction. I therefore conclude that the proposed development will be served by fire district 21 and may be processed in accordance with WCC 21.05.130.”
WCC 20.80.212 *Concurrency*, states:

No subdivision, commercial development or conditional use shall be approved without a written finding that: (1) All providers of water, sewage disposal, schools, and fire protection serving the development have issued a letter that adequate capacity exists or arrangements have been made to provide adequate services for the development.

As such the project will need to meet the requirements for concurrency prior to final plat approval.

In addition, the Whatcom County Deputy Fire Marshal submitted a memo dated March 2, 2007, with the following conditions of approval for the proposed project:

1) Fire department access shall meet the requirements of the Whatcom County Development standards for roads.

2) The proposal shall comply with all applicable codes and ordinances adopted by Whatcom County.

The applicant shall comply with the conditions of the Whatcom County Deputy Fire Marshal's memo dated, March 2, 2007, unless modified by the Deputy Fire Marshal or appealed to the appropriate agency.

D. **As to facilities to address compatibility with adjacent zone districts, the Technical Review Committee finds the following:**

The subject property is located within the Light Impact Industrial (LII) zoning designation. Industrial uses are permitted in this zone, per WCC 20.66.050. Surrounding properties to the west, north and east are zoned Light Impact Industrial (LII) with a small area to the northeast zoned Tourist Commercial (TC). Property to the south is zoned Rural (R5A), one dwelling per five acres. The site is located within the Ferndale’s Urban Growth Area.

The Whatcom County Zoning Ordinance requires increased setbacks and buffering when a parcel zoned Light Impact Industrial adjoins a Rural District, pursuant to WCC 20.66.550 which states:

"When a parcel situated within this district adjoins an Urban Residential, Urban Residential Medium Density, Urban Residential-Mixed, Rural or Residential Rural District, or county or state roads designated as or proposed for improvements to principal arterial status, setbacks shall be increased to 50 feet. A minimum of 25 feet shall be landscaped consistent with the requirements of WCC 20.80.345."

The site map is showing a 50-foot buffer tract along the south property line which complies with the above requirement. A detailed landscaping/buffering plan designed in accordance with WCC 20.80.345 shall be submitted for the Buffer Tract "B", and approved by the Zoning Administrator prior to recording the Specific Binding Site Plan.
A detailed landscaping/buffering plan designed in accordance with WCC 20.80.300 shall be submitted to, and approved by, the Zoning Administrator prior to recording the Specific Binding Site Plan.

All landscaping shall be installed per the approved plan, or bonded for 125% of the cost of labor and materials for installation of the plant materials and irrigation system, and a maintenance bond shall also be submitted to Whatcom County to ensure proper maintenance of the required landscaping and buffering. Both bonds shall be submitted prior to issuance of a Certificate of Occupancy for any of the proposed uses on the site. (WCC 20.80.375).

Each future individual site development proposal will require the installation of street trees and other required landscaping including parking areas and screening of trash and storage. This shall be addressed at the Building Permit stage when the individual parcels develop.

Each future individual site development shall prepare a detailed parking plan designed in accordance with WCC 20.80.500, showing the above required landscaping, and including handicap parking areas. This plan shall be submitted to and approved by the Zoning Administrator at the Building Permit stage when the individual parcels develop.

In addition, any signage installed on the site shall comply with the general signage provisions of WCC 20.80.410 and the criteria of WCC 20.80.450. Building permits shall be obtained prior to the installation of any such sign on the site. This shall be addressed at the Building Permit stage when the individual parcels develop.

All outside lighting shall be installed pursuant to WCC 20.80.523 to reduce impacts to adjacent residential uses and streets. This shall be addressed at the Building Permit stage when the individual parcels develop.

One comment letter was received from Carl Reichhardt, P.E., written on behalf of the Grandview Light Industrial Park, located north of the subject binding site plan. This letter regards concern for the drainage of the subject binding site plan and potential impacts to California Creek as well as possible flooding of Grandview Light Industrial Park. This letter also indicates that they are not protesting the proposed binding site plan, but this concern is intended to ensure that the county and developer address the sensitivity of the drainage in this area.

**Comments:**

- Stormwater drainage impacts are addressed in the Division of Engineering's conditions on pages 4 and 5 of this report. Additionally, Engineering staff submitted a letter dated March 15, 2007 indicating the drainage concerns have been forwarded to the applicants engineer and that staff will make sure that the drainage concerns are addressed before commencement of any construction.

Based upon the foregoing findings the Technical Committee concludes that, subject to the recommended conditions of approval, the proposed General Binding site plan would make adequate provisions to address compatibility with adjacent zone districts.
E. As to long-term maintenance with adequate financing for areas and facilities under common ownership, the Technical Review Committee finds the following:

A maintenance agreement will be drafted to provide for the maintenance of any areas in common ownership, and where drainage facilities are shared by all of the various uses in the Binding Site Plan. A copy of this agreement shall be submitted to Planning and Development Services prior to recording of the General Binding Site Plan.

Based upon the foregoing findings the Technical Review Committee concludes that, subject to the recommended conditions of approval, the proposed General Binding Site Plan would make adequate provision for long-term maintenance with adequate financing for areas and facilities under common management.

F. As to appropriate design to address the standards of Title 20, Title 21, development standards, relevant comprehensive plan policies and, where applicable, the shoreline program, the Technical Review Committee finds the following:

Buffering/landscaping and parking requirements are addressed on pages 6 and 7 of this report, and road standards and improvements on page 4 and 5 of this report.

The property is also located within an area designated as “Urban Growth Areas” in the current Whatcom County Comprehensive Plan. This Section of the Comprehensive Plan states: “Growth is to be encouraged within urban growth areas and discouraged outside them. Urban Growth Boundaries are set in accordance with the policies established in Chapter 36.70A RCVW and applicable regulations. Specific consideration is given to approved comprehensive plans for the municipalities and their supporting justification.” (Page 2-14, Whatcom County Comprehensive Plan).

The Comprehensive Plan states the following goals and policies for the Urban Growth areas designation:

Goal 2M: Establish Urban Growth Boundaries outside present city limits, within which the County has jurisdiction during the period between the adoption of this plan and the annexation or incorporation of the property. During this interim period the following policies shall be in place to assure that the purposes of this plan and growth management are in fact accomplished.

Policy 2M-1: Establish urban growth areas for cities, first, by including contiguous areas which have urban characteristics; second, by including areas which presently have urban zoning; and finally, by including other areas as necessary to accommodate growth.

Policy 2P-2: Establish procedures for development project review within urban growth areas, which protect the interests of both the city and the county. Generally, city development standards and adopted levels of service should be applied within urban growth areas.
The Comprehensive Plan also states the following goals and policies regarding economics:

**Policy 7A-1:** Together with the cities, provide an ample, developable land supply for commercial and industrial uses to provide opportunity for new and expanding firms wishing to locate or remain in Whatcom County.

**Policy 7C-2:** Encourage the provision of adequate transportation infrastructure including roads to all industrial sites.

**Policy 7K-2:** Designate adequate zoning to allow business and industrial development where it is needed and most appropriate, including the Interstate-5 corridor.

Minimum lot frontage in the LII zone shall be sufficient to provide adequate access and utility development, and meet applicable building setback, buffer, and development standards of the district. In no case shall the frontage be less than 30-feet. WCC 20.66.255.

Building setbacks in the LLI zone are limited to 30-feet from the front property line and 10-feet to the side and rear property lines, per WCC 20.80.200 (.210).

And no maximum building height is established. However, when building height exceeds 35-feet, the setback requirements of 20.80.200 (.210) shall be increased by one foot for each foot of building height in excess of 35-feet as applicable to all setbacks. Height of structures shall also conform to, where applicable, the general requirements of the Federal Aviation Administration (FAA) per, WCC 20.80.675.

Lot coverage in the LII zone is limited to 60% of the overall lot size. In addition, any development on the site shall comply with the pollution control and nuisance abatement, heat, light and glare and ground vibration restrictions outlined in WCC 20.66.701, .702, and .703.

All future uses shall comply with the above requirements of the Official Whatcom County Zoning Ordinance.

The Chief Plans Examiner submitted a memorandum dated March 26, 2007 with the following conditions for future construction on the site:

1. A building permit is required at the initial site development stage of the project for any proposed nonexempt structures or buildings. See the 2003 International Building Code (IBC), Section 105.2 regarding nonexempt structures.
2. When applicable, development stages that include the construction of multi-family and mixed occupancy (commercial) projects shall require the applicant to apply to the Building Official for a pre-application screening prior to building permit application submittal. A pre-application meeting may be required at the discretion of the Building Official.
3. A Washington State Professional Engineer may be required to engineer applicable portions of any proposed nonexempt structures or buildings.
4. The proposal shall comply with all applicable codes and ordinances adopted by Whatcom County.
5. Nonexempt structures may include fences, retaining walls, concrete vaults and other poured-in-place concrete structures, some retention/detention structures, bridges, permanent signs and the like.
6. All information, details, conditions and specifications which determine the building envelope for each individual lot, including but not limited to easements, setbacks, critical areas buffers, etc., shall be clearly indicated on the face of the approved, recorded plat and/or subdivision plan(s), no exceptions.
7. Demolition permit is required for the removal of any existing buildings, structures or other site improvements.

Any future development on the site shall comply with the above requirements of the Chief Plans Examiner’s March 26, 2007 memorandum, unless modified by the Plans Examiner or appealed to the appropriate agency.

PUD no. 2 will provide water for the site, and sewage disposal will be supplied by an existing community septic system.

The Whatcom County Health Department submitted a memorandum on April 5, 2007 with the following comments, conditions and approval for this proposal:

**SEWAGE**

There is a community drainfield approved for the site, sized for 200 employees. This may be adequate for all lots of this BSP depending on the individual building permit applications. Prior to building permit approval the applicant must demonstrate that there is existing capacity available in the existing system.

**DRINKING WATER**

Proof of public water availability from the Grandview – Northgate Water System to serve the entire project has been submitted and approved.

The applicant shall comply with the above requirements of the Whatcom County Health Department’s memo of April 5, 2007 unless modified by the Health Department or appealed to the appropriate agency.

The City of Ferndale Planning Department submitted a letter dated, March 21, 2007, stating several concerns including drainage, potential failure of sewage systems, roads developed to city standards, as well as concerns regarding cultural resources and generally opposes this application. The City goes on to request the following conditions if the county recommends approval of the binding site plan:

1) The applicant shall record a “no protest” agreement relative to the formation of future local improvement districts that involve this property.
Comment: After consulting with Royce Buckingham, County legal council, staff has determined that a blanket “no protest” agreement is not appropriate to require as a condition of this binding site plan (see attached correspondence between Royce Buckingham and McCaela Daffern, dated July 19, 2007). Royce states, “A no-protest agreement should be specific in its recitation of what is agreed—that the person shall agree to support the formation via giving the okay for their signature to be placed on any needed documents, including petitions, but short of a ballot. A person CANNOT give up the right to vote.”

2) All project infrastructure shall be constructed to be consistent with the City of Ferndale Development Standards.

Comment: The interlocal agreement between the City of Ferndale and Whatcom County states that, “The County, to the extent practicable, will require new developments to conform to City design standards.” The Engineering conditions 1 and 2 on page 4 of this report reflect that the County will require that the road and infrastructure requirements be constructed to be consistent with the City standards unless amended by the City.

3) The project shall be connected to the City of Ferndale sanitary sewer system at such time as service is extended to within 200 feet of the project site.

Comment: The Whatcom County Health Department was asked to comment on this proposed condition and submitted the following response, “The requirement to connect to a sewer line when it becomes available within 200' would only be triggered by WCC 24.05 if the existing on-site sewage system was determined to be failing by the Whatcom County Health Department.” The Whatcom County Land Division Ordinance states, “Within urban growth areas, public sewer shall be required in binding site plans unless the on-site sewage disposal requirement of WCC 24.05.220, Developments, subdivisions, and minimum land area requirements, can be met,” pursuant to WCC 21.07.090(1).

4) The project shall be connected to the City of Ferndale water system at such time as service is extended to within 200 feet of the project site.

Comment: The Whatcom County Health Department was asked to comment on this proposed condition and submitted the following response, “The water source for the project is provided by an approved Group A public water system. Unless the water system is taken over by the City of Ferndale in the future as part of annexation, I am unaware of any requirement that would require connection to the City supply when extended within 200’.”

The applicant shall comply with the above condition #2 only of the City of Ferndale Planning Department’s letter of March 21, 2007 unless modified by the City of Ferndale Planning Department or appealed to the appropriate agency.
Based upon the foregoing findings the Technical Review Committee conclude that the proposed Binding Site Plan would be designed appropriately to address the standards of Title 20, Title 21, Development Standards, and relevant Comprehensive Plan Policies.

G. As to appropriate design, improvements or other mitigating measures to address any physical characteristics which may make it hazardous to develop or occupy, result in harmful off-site impacts as a consequence of development, or has been identified as significant through the SEPA review process, the Technical Review Committee finds the following:

A Wetland delineation and wetland mitigation report was prepared for the proposal by Aqua-Terr Systems, Inc. The Whatcom County Critical Areas Administrator approved the report and sent a dated May 11, 2007 with the following conditions:

I have been asked by Lyn Morgan-Hill to comment on the above referenced project. A Category IV wetland delineated and described by ATSI occurs along the west margin of the subject parcel/project area and extends marginally onto the subject project area. The subject wetland has a low habitat score and combined with high intensity development, is afforded a 50-foot protective buffer per the 2005 CAO. In addition, an excavated drainage ditch traverses the wetland area and extends to the west where it transitions into a natural channel. The drainage ditch likely replaces a natural stream, and thus this channel is considered a regulated non-fish bearing channel. This channel is afforded a 50-foot buffer per the 2005 CAO.

The edge of wetland and its 50-foot buffer must be shown on the final mylar. A notice on title shall be filed with the County Auditor stating the general presence of the critical areas or buffers on the property, and the fact that limitations on actions in or affecting the critical area or buffer exist. NGPE signage will be required along the outer margin of the subject buffer. Protective fencing may be required if development abuts the outer margin of the buffer and/or encroaches into the buffer.

The wetland and buffer will need to be avoided by any proposed development. Should the need for encroachment into the buffer be substantiated through an alternatives analysis and reasonable use, enhancement of the residual 25-foot buffer area (50 percent buffer reduction) would be required. If unavoidable adverse impacts are approved for the proposed project, an approved compensatory mitigation plan, an as-built report, and five years of maintenance and performance monitoring will be required.

The applicant shall comply with the above requirements of the Whatcom County Critical Areas Administrator’s review of May 11, 2007 unless modified by the Whatcom County Critical Areas Administrator or appealed to the appropriate agency.

Geotest Services, Inc. submitted a preliminary site survey regarding geotechnical conditions relative to future development. After reviewing the file, the Whatcom County Natural Resources Administrator submitted a memo dated May 11, 2007 stating that there are no geohazards associated with the Binding Site Plan.
In a letter dated March 7, 2007, the Lummi Nation Tribal Historic Preservation Office (LNTTHPO) stated that they completed an internal review and determined that no recorded archaeological sites are in the project area. The LNTTHPO submitted the following condition of approval for this proposal:

1) Should any archaeological materials (shell midden, faunal remains, stone tools) or human remains be observed during the project activities, all work in the immediate vicinity shall stop, and the area shall be secured. The State Office of Archaeology and Historic Preservation (360-586-3065), and the Lummi Nation Tribal historic Preservation Office (360-384-2298) should be contacted immediately in order to help assess the situation and determine how to preserve the resource(s). Compliance with all applicable laws pertaining to archaeological resources is required.

The applicant shall comply with the above condition of the Lummi Nation Tribal Historic Preservation Office unless modified by the Lummi Nation Tribal Historic Preservation Office or appealed to the appropriate agency.

The Whatcom County Deputy SEPA (State Environmental Policy Act) Official issued a Determination of Nonsignificance (DNS) for the proposal on March 30, 2007.

H. As to proper inscriptions on the face of the plan to enforce appropriate conditions of previous permit approvals on the site and the relevant requirements of Title 20, Title 21, Development Standards, relevant Comprehensive plan Policies and, where applicable, the Shoreline Program, the Technical Review Committee finds the following:

Proper inscriptions shall be placed on the face of the mylar. Compliance with all appropriate conditions will be verified during the final review processes for the General and Specific Binding Site Plans.

I. As to all appropriate deed, dedications, and easements, the Technical Review Committee finds the following:

All appropriate deed, dedications and easements will be established on the face of the General Binding Site Plans during their respective review processes.

A meeting of the Technical Review Committee was convened on May 11, 2007 to discuss the proposed plan. The Committee finds that subject to the appropriate conditions the project would comply with the following County and State regulations:

a) Revised Code of Washington Chapter 58.17

b) The intent and established policies of the Urban Growth Areas component of the Whatcom County Comprehensive Land Use Plan;

d) Whatcom County Code Title 21, Subdivision Regulations;

e) Whatcom County Code Title 20, Zoning Regulations;
f) State Environmental Policy Act (SEPA), Washington Administrative Code Chapter 197-11; Whatcom County Code Chapter 18.08, Whatcom County Environmental Policy Administration

g) Provide for access, sanitation and potable water.

V. RECOMMENDATION

Based on the above findings and technical review, the Technical Review Committee recommends approval be granted for the General and Specific Binding Site Plans, Subdivision Variance, and the Conditional Use Permit, subject to the following conditions:

VI. RECOMMENDED CONDITIONS OF APPROVAL

1) The applicant shall comply with the attached requirements of the Whatcom County Division of Engineering’s memorandum of May 17, 2007 unless modified by the Division of Engineering or appealed to the appropriate agency.

2) The applicant shall comply with the attached requirements of the Whatcom County Fire Marshall’s memorandum of March 2, 2007, unless modified by the Fire Marshall or appealed to the appropriate agency.

3) The applicant and/or any future developer on the site shall comply with the attached conditions of the Chief Plans Examiner’s memorandum of March 26, 2007, unless modified by the Chief Plans Examiner or appealed to the appropriate agency.

4) A detailed landscaping and buffering plan designed in accordance with WCC 20.80.300 shall be submitted to, and approved by the Zoning Administrator prior to recording a Specific Binding Site Plan. A detailed landscaping/buffering plan designed in accordance with WCC 20.80.345 shall be submitted for the Buffer Tract “B”, and approved by the Zoning Administrator prior to recording the Specific Binding Site Plan. All landscaping and buffering shall be installed per the approved plan, or bonded for 125% of the cost of labor and materials for installation of the plant materials and irrigation system, and a maintenance bond shall also be submitted to Whatcom County to ensure proper maintenance of the required landscaping and buffering. Both bonds shall be submitted prior to issuance of Certificates of Occupancy for any of the proposed uses on the site. (WCC 20.80.375).

5) The applicant shall comply with the above requirements of the Whatcom County Health Department’s memo of April 5, 2007 unless modified by the Health Department or appealed to the appropriate agency.

6) Each future individual site development shall prepare a detailed parking plan designed in accordance with WCC 20.80.500, showing the above required landscaping, and including handicap parking areas. This plan shall be submitted to and approved by the Zoning Administrator at the building permit stage when the individual parcels develop.
7) Any signage installed on the site shall comply with the general signage provisions of WCC 20.80.410 and the criteria of WCC 20.80.450. Building permits shall be obtained prior to the installation of any such sign on the site. This shall be addressed at the building permit stage when the individual parcels develop.

8) All outside lighting shall be installed pursuant to WCC 20.80.523 to reduce impacts to adjacent residential uses. This shall be addressed at the building permit stage when the individual parcels develop.
This shall be addressed at the building permit stage when the individual parcels develop.

9) All future uses shall comply with the following requirements of the Official Whatcom County Zoning Ordinance:
   a) Minimum lot frontage in the LII zone shall be sufficient to provide adequate access and utility development, and meet applicable building setback, buffer, and development standards of the district. In no case shall the frontage be less than 30-feet. WCC 20.66.255.
   b) Building setbacks in the LLI zone are limited to 30-feet from the front property line and 10-feet from side and rear property lines, per WCC 20.80.200 (.210). Parcels abutting the south property line (Adjoining the Rural zone) are subject to a 50-foot setback, pursuant to WCC 20.80.345. This 50-foot setback has been established by way of a 50-foot Buffer Tract “B”.
   c) Although no maximum building height is established, when building height exceeds 35-feet, the setback requirements of 20.80.200 (.210) shall be increased by one foot for each foot of building height in excess of 35-feet as applicable to all setbacks. Height of structures shall also conform to, where applicable, the general requirements of the Federal Aviation Administration (FAA) per, WCC 20.80.675.
   d) Lot coverage in the LII zone is limited to 60% of the overall lot size.
   e) Any development on the site shall comply with the pollution control and nuisance abatement, heat, light and glare and ground vibration restrictions outlined in WCC 20.66.701, .702, and .703.

10) A maintenance agreement shall be drafted to provide for the maintenance of any areas in common ownership and where drainage facilities are shared by all of the various uses in the Binding Site Plan. A copy of this agreement shall be submitted to Planning and Development Services prior to recording of the General Binding Site Plan.

11) All appropriate deed, dedications and easements will be established on the face of the General and/or Specific Binding Site Plans during their respective review processes.

12) The applicant shall comply with the requirements of the Critical Areas Administrator’s May 11, 2007 review unless modified by the Critical Areas Specialist or appealed to the appropriate agency.
13) The following condition regarding traffic impacts to Grandview Road shall be included on the face of the general and specific binding site plan:

   Traffic impacts shall be analyzed for each parcel individually, through the SEPA process, at the time a building permit application is made for a parcel, taking into account the development that has occurred within this Binding Site Plan up to the date the building permit application is made. Mitigation, if any, shall be addressed at that time.

14) Prior to final binding site plan approval, the applicants shall provide written verification from Fire District 21 affirming that adequate fire protection services, as defined by Whatcom County, will be available.

15) The applicant shall comply with the above condition of the Lummi Nation Tribal Historic Preservation Office unless modified by the Lummi Nation Tribal Historic Preservation Office or appealed to the appropriate agency.

16) The applicant shall comply with the above condition #2 only of the City of Ferndale Planning Department’s letter of March 21, 2007 unless modified by the City of Ferndale Planning Department or appealed to the appropriate agency.

17) Approval of a preliminary binding site plan shall become invalid unless a general binding site plan and all specific binding site plans are submitted in proper form for approval, within five years of the date of preliminary binding site plan approval. This expiration date may be extended pursuant to WCC 2007.030(5)(i)&(ii).

Report prepared for the Technical Review Committee
By: Wayne Fitch
Senior Land Use Planner
Planning and Development Services
Date: December 5, 2013

To: Amy Keenan, Senior Planner

From: Wain Harrison, Building Services Manager/Deputy Fire Marshal

Subject: BSP2006-00001, Northgate Industrial Park
Preliminary Approval Extension Request

The Fire Marshal's office has reviewed the request for extension of preliminary plat approval per BSP2006-00001, Northgate Industrial Park. Please note the following conditions and requirements for approval of the request:

- Options for providing required fire flow to this industrial subdivision per the current adopted edition of the International Fire Code (IFC):
  1. Provide a fire flow system with a capacity available to all lots of a minimum 3000 gpm @ 20 psi for a minimum duration of 2 hours. The system can be provided by connection to a public water source or by an independent, on-site, storage, pump, and hydrants system. All systems must be designed by a Washington State licensed engineer.
  2. Provide a plat condition which requires all buildings to be fully sprinklered with an automatic sprinkler system meeting NFPA 13 standards. Provide a fire flow system with a capacity available to all lots of a minimum 2000 gpm @ 20 psi for a minimum duration of 1.5 hours (90 minutes). The system can be provided by connection to a public water source or by an independent, on-site, storage, pump, and hydrants system. All systems must be designed by a Washington State licensed engineer.

- Provide approved hydrants spaced no more than 600 feet apart, measured by drivable distance along the road, with no more than 400 feet from the furthest drivable area of any building.

- Emergency apparatus access requirements per the IFC Section 503, including Appendix D as amended per WCC Chapter 15.
• Any gates or other access restrictions at any location require a fire permit for installation. Key boxes or other means of approved Fire District access must be provided.

• Fire inspections are required for all applicable systems, for occupancy approval of any building, and prior to any proposed occupancy change.
Memorandum

TO: Amy Keenan
FROM: Erin Page, Wayne Fitch
DATE: November 20, 2013
SUBJECT: Binding Site Plan application extension for Case No. BSP2006-00001

Hi Amy,

Information on extension of the above Binding Site Plan application (BSP) has been routed to critical areas for review in conformance with WCC 16.16, Critical Areas Ordinance (CAO).

The current application was vested under the 2005 Critical Areas Ordinance, which is the same as it is today. As a result, the extension of this application will have no impact on critical areas.

Previously stated CAO conditions of this BSP still apply (see memo dated May 11, 2007 by Oliver Grah, critical areas staff, and email from Lyn Morgan Hill to Alan Danforth (LDES Inc.) and Mary White (Public Works, Whatcom County) on 12/15/2010):

1. A Category IV wetland with an associated 50-foot buffer occurs along the west margin of the subject parcel/project area and extends marginally onto the subject property area.
2. It was determined that the feature previously determined as a stream is not regulated (see 12/15/2010 email from Lyn Morgan Hill, former Critical Areas staff).
3. A notice on title was previously requested, however, this is not applicable for binding site plans in accordance with WCC 16.16.265(C). We respectfully request that all critical areas and associated buffers located within the BSP application area be placed in a conservation easement or tract.

Tracts. Prior to final approval of any subdivisions, short subdivisions, or binding site plans, the part of the critical area and required buffer that is located on the site shall be protected using one of the following mechanisms:

1. Placed in a separate tract or tracts owned in common by all lots within a subdivision;
2. Covered by a protective easement, or public or private land trust dedication; or
3. Preserved through an appropriate permanent protective mechanism that provides the same level of permanent protection as designation of a separate tract or tracts as determined by the county technical administrator or hearing examiner.
Technical Review Committee Memorandum

To: Amy Keenan, Senior Planner – Current Planning Division
From: Lee D. Carter, Senior Engineering Technician
Date: November 19, 2013
Re: BSP2006-00001 Northgate Industrial Park No. 2 (Grandview Road)

Public Works Engineering Services Comments to Request for a 1-Yr Extension

1. All project related materials shall reflect current project references and ownership name(s)/information.
2. All development shall comply with Whatcom County Development Standards (WCDS), Title 20, Tile 21, NPDES Phase II Boundary Plan (if applicable), and all other applicable ordinances and standards or as previously conditioned by the Whatcom County Hearing Examiner (dated 12/09/2008).
MEMORANDUM

TO: Amy Keenan
Planning & Development Services

FROM: Kyle Dodd
Environmental Health

RE: BSP2006-00001
Oxy Corporation - Northgate Industrial Park No. 2

DATE: November 21, 2013

The Whatcom County Health Department has reviewed the request for a one year extension and has no comments or concerns.
October 21, 2013

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, Washington 98225

RE: Oxy Corporation – Northgate Industrial Park No. 2 (BSP2006-0001)
Extension Request

Dear Council Members:

In its December 9, 2008 decision (the “Decision”), the Whatcom County Hearing Examiner approved a preliminary binding site plan with conditions, for Northgate Industrial Park No. 2 General Binding Site Plan Permit No. BSP2006-0001 (the “BSP Permit”). A copy of the Decision is attached for your reference.

Since 2008, Oxy Corp. (the “Applicant”) has diligently pursued the BSP Permit. Unfortunately, due to conditions beyond the Applicant’s control, a general binding site plan and specific binding site plans will not be submitted in proper form for approval before the BSP Permit expires on December 9, 2013.

Pursuant to Condition 15 of the Decision, the Applicant hereby respectfully requests that the BSP Permit be extended as provided in Whatcom County Code (“WCC”) 21.07.030(5)(a)(i) & (ii).

Despite the general economic slowdown in the United States and Canada, the Applicant diligently pursued the BSP Permit. The Applicant accomplished the following items:

- Infrastructure Design: The Applicant enlisted Jones Engineers and Land Development Engineering & Surveying to design the infrastructure for the general binding site plan, which included substantial work on the storm water drainage system.

- Geological Studies: The Applicant hired Geotest Services to specifically prepare geological soil studies, which were necessary to support the infrastructure construction and drainage issues.

- Other Permits: The Applicant pursued other related permits with the County by making applications, paying permit fees, and paying consultants to move these
permits forward.

- County Approval: The County has approved the infrastructure designs and the geotechnical reports submitted for the BSP Permit and related permits.

As part of the previous general binding site plan, the Applicant spent almost $650,000 constructing a new building on the property. Unfortunately, the building remained unoccupied for over eight months, and when it was finally leased, it was for only a small portion of the total area and at a grossly reduced lease rate.

Furthermore, shortly after the BSP Permit was approved the economy slowed significantly, and as a result, there has been very little interest in the property. Due to these factors, the Applicant has been unable to progress any further than the items listed above.

Since beginning this process, the Applicant spent significant sums of money on this property and the BSP Permit. In addition to the almost $650,000 for the building, as referenced above, the Applicant spent almost $60,000 in expenses directly related to the BSP Permit including general binding site plan application fees, engineering, surveying, required studies, attorney fees, licenses and permits, and the like. Further, the Applicant paid almost $130,000 in real estate taxes to the county during this same time period.

The BSP Permit is set to expire on December 9, 2013. If the BSP Permit expires, the Applicant will suffer substantial hardship. By the BSP Permit expiring, the Applicant will lose all the time, effort, and expense it has put forth over the last several years for the BSP Permit. Additionally, the work done as part of prior development on the property will be impaired significantly.

WCC 21.07.030(5)(a)(i) & (ii) affords the Whatcom County Council the discretion to grant up to three one-year extensions when there is reasonable justification for the extension after taking into consideration technical, economic or other matters beyond the applicant’s control. Here, the Applicant is in a terrible position. The Applicant worked very hard to get to this position only to have a circumstance, which is entirely out of its control, thwart its best efforts. This is the reasonable justification contemplated by WCC 21.07.030(5)(a)(i) & (ii), and an extension is warranted.

The Washington State Legislature recognized this as reasonable justification for extension, too. Since 2010, the Washington State Legislature has amended RCW 58.17 to extend the time to complete plats three times. With the most recent legislation, a preliminary plat has ten (10) years to be submitted for final approval. Further, the Whatcom County Council took similar action when it adopted Ordinance Nos. 2010-026.

1 Prior to 2010, a preliminary plat only had five (5) years to be submitted for final approval.
and 2010-067 in which land development permits were automatically extended due to the economic hardship.

As such, pursuant to Condition 15 of the Decision and WCC 21.07.030(5)(a)(i) & (ii), the Applicant requests that the Whatcom County Council extend the BSP Permit.

Thank you for your consideration of this request. We look forward to hearing from you.

Very truly yours,

BELCHER SWANSON LAW FIRM

BRADLEY D. SWANSON
Attorney at Law
BDS:he
Encl.
Cc: Client
Whatcom County Planning and Development Services
City and County presentations relating to population and employment growth allocation proposals.

ATTACHMENTS:

1. Cover letter
2. City and County Growth Allocation Proposals

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must update their comprehensive plans and review urban growth areas by June 30, 2016. The cities and County are coordinating this review, and would like an opportunity to present their preliminary population and employment growth recommendations to the Council.

COMMITTEE ACTION:  

COUNCIL ACTION:  

Related County Contract #:  

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
January 30, 2014

To: The Honorable Jack Louws, Whatcom County Executive
   The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Long Range Planning Division Manager


As you know, Whatcom County has initiated a multi-year project to update the Whatcom County Comprehensive Plan and conduct the urban growth area (UGA) review by June 30, 2016, as required by the Growth Management Act. The Comprehensive Plan update and UGA review is being conducted in close coordination with the seven cities in Whatcom County.


The BERK report provides preliminary technical growth allocations based on state forecasts, historical data and other factors. After reviewing the consultant report, the cities and County proposed preliminary policy-based growth allocations to UGAs and the non-UGA area. These preliminary policy-based allocations took into consideration factors such as city goals, county goals, public input, infrastructure capacity and land availability.

The cities and the County would like the opportunity to present their preliminary population and employment growth proposals to the Council’s Planning & Development Committee on February 11 and February 25. This will provide a forum for local governments to present the rationale for their recommendations and engage in a question and answer period with the Council.

We would note that the Planning Commission concurred with the preliminary growth allocations proposed by the cities and County for the 10 UGAs. Additionally, the Commission recommended a non-UGA population growth allocation that equates to 15% of the county-wide growth projection.

The tables below show the Planning Commission’s recommended growth allocations, the growth share for each area under the Planning Commission’s recommendation, the BERK technical report’s medium allocation, the growth share for each area under the BERK medium allocation, and the difference between the Planning Commission’s recommended allocations and the BERK medium allocations.
Table 1. Population Growth Recommendations

<table>
<thead>
<tr>
<th>UGA or Area</th>
<th>Planning Commission</th>
<th>Growth Share</th>
<th>BERK Medium</th>
<th>Growth Share</th>
<th>Difference from Med.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>35,918</td>
<td>48.03%</td>
<td>28,398</td>
<td>41.69%</td>
<td>7,520</td>
</tr>
<tr>
<td>Birch Bay</td>
<td>5,500</td>
<td>7.35%</td>
<td>6,414</td>
<td>9.42%</td>
<td>-914</td>
</tr>
<tr>
<td>Blaine</td>
<td>4,414</td>
<td>5.90%</td>
<td>2,698</td>
<td>3.96%</td>
<td>1,716</td>
</tr>
<tr>
<td>Cherry Point</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Columbia Valley</td>
<td>1,345</td>
<td>1.80%</td>
<td>1,345</td>
<td>1.97%</td>
<td>0</td>
</tr>
<tr>
<td>Everson</td>
<td>1,242</td>
<td>1.66%</td>
<td>898</td>
<td>1.32%</td>
<td>344</td>
</tr>
<tr>
<td>Ferndale</td>
<td>6,833</td>
<td>9.14%</td>
<td>5,402</td>
<td>7.93%</td>
<td>1,431</td>
</tr>
<tr>
<td>Lynden</td>
<td>6,403</td>
<td>8.56%</td>
<td>5,063</td>
<td>7.43%</td>
<td>1,340</td>
</tr>
<tr>
<td>Nooksack</td>
<td>1,035</td>
<td>1.38%</td>
<td>930</td>
<td>1.37%</td>
<td>105</td>
</tr>
<tr>
<td>Sumas</td>
<td>874</td>
<td>1.17%</td>
<td>644</td>
<td>0.95%</td>
<td>230</td>
</tr>
<tr>
<td>Non-UGA Area</td>
<td>11,217</td>
<td>15.00%</td>
<td>16,319</td>
<td>23.96%</td>
<td>-5,102</td>
</tr>
<tr>
<td>All UGAs</td>
<td>63,564</td>
<td>85.00%</td>
<td>51,792</td>
<td>76.04%</td>
<td>11,772</td>
</tr>
<tr>
<td>Non-UGA Area</td>
<td>11,217</td>
<td>15.00%</td>
<td>16,319</td>
<td>23.96%</td>
<td>-5,102</td>
</tr>
<tr>
<td>Total</td>
<td>74,781</td>
<td>100.00%</td>
<td>68,111</td>
<td>100.00%</td>
<td>6,670</td>
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</tbody>
</table>

Table 2. Employment Growth Recommendations

<table>
<thead>
<tr>
<th>UGA or Area</th>
<th>Planning Commission</th>
<th>Growth Share</th>
<th>BERK Medium</th>
<th>Growth Share</th>
<th>Difference from Med.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>22,641</td>
<td>62.84%</td>
<td>17,551</td>
<td>63.78%</td>
<td>5,090</td>
</tr>
<tr>
<td>Birch Bay</td>
<td>545</td>
<td>1.51%</td>
<td>208</td>
<td>0.76%</td>
<td>337</td>
</tr>
<tr>
<td>Blaine</td>
<td>2,097</td>
<td>5.82%</td>
<td>1,032</td>
<td>3.75%</td>
<td>1,065</td>
</tr>
<tr>
<td>Cherry Point</td>
<td>890</td>
<td>2.47%</td>
<td>689</td>
<td>2.50%</td>
<td>201</td>
</tr>
<tr>
<td>Columbia Valley</td>
<td>359</td>
<td>1.00%</td>
<td>22</td>
<td>0.08%</td>
<td>337</td>
</tr>
<tr>
<td>Everson</td>
<td>602</td>
<td>1.67%</td>
<td>247</td>
<td>0.90%</td>
<td>355</td>
</tr>
<tr>
<td>Ferndale</td>
<td>2,802</td>
<td>7.78%</td>
<td>1,818</td>
<td>6.61%</td>
<td>984</td>
</tr>
<tr>
<td>Lynden</td>
<td>2,157</td>
<td>5.99%</td>
<td>1,672</td>
<td>6.08%</td>
<td>485</td>
</tr>
<tr>
<td>Nooksack</td>
<td>290</td>
<td>0.80%</td>
<td>89</td>
<td>0.32%</td>
<td>201</td>
</tr>
<tr>
<td>Sumas</td>
<td>445</td>
<td>1.24%</td>
<td>221</td>
<td>0.80%</td>
<td>224</td>
</tr>
<tr>
<td>Outside UGAs</td>
<td>3,201</td>
<td>8.88%</td>
<td>3,969</td>
<td>14.42%</td>
<td>-768</td>
</tr>
<tr>
<td>All UGAs</td>
<td>32,828</td>
<td>91.12%</td>
<td>23,549</td>
<td>85.58%</td>
<td>9,279</td>
</tr>
<tr>
<td>Non-UGA Area</td>
<td>3,201</td>
<td>8.88%</td>
<td>3,969</td>
<td>14.42%</td>
<td>-768</td>
</tr>
<tr>
<td>Total</td>
<td>36,029</td>
<td>100.00%</td>
<td>27,518</td>
<td>100.00%</td>
<td>8,511</td>
</tr>
</tbody>
</table>

It is anticipated that the County Council and city councils will consider a multi-jurisdictional resolution relating to preliminary population and employment growth allocations in the first quarter of 2014. This would provide a common starting point for conducting environmental review, developing draft land use planning proposals, transportation modelling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.
Urban Growth Area Review

City of Bellingham
Preliminary
UGA Growth Allocation Proposal

December 3, 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

**Phase I** - As an initial step in this process, the cities and County jointly funded a report entitled “Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report” (BERK, July 22, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical shares.

**Phase II** - Cities and County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.
II. City Profile

On the shores of Bellingham Bay with Mount Baker as its backdrop, Bellingham is the last major city before the Washington coastline meets the Canadian border. Bellingham serves as the county seat of Whatcom County, and accommodates about half of the county's population and about two thirds of its jobs.

Prior to white settlement, the Lummi, Nooksack and other Coast Salish tribes thrived on the natural resources of what would eventually become Bellingham. English Captain George Vancouver first explored the area in 1792 and named Bellingham Bay for Sir William Bellingham, Vancouver's British Navy provisioner. Small communities came and went on the shores of Bellingham Bay through boom and bust cycles during the 1800s. The City of Bellingham incorporated in 1904 after the populations of four adjacent bayside towns voted to consolidate. Bellingham's historic character is remarkably well-preserved, with a large number of historic buildings downtown, in Fairhaven's Historic District, and in adjacent neighborhoods.

Today Bellingham is the hub of a robust local and regional economy and home to a diverse business community featuring large and small companies across many sectors. Excellence in education is a hallmark of our community. Nationally lauded K-12 public schools, two community colleges, and Western Washington University – consistently ranked high among public regional universities – all call Bellingham home. In addition to its marine port facilities, Bellingham sits on the Interstate 5 highway, and Burlington Northern rail corridors connecting the Vancouver BC and Seattle metro areas. In recent years the Bellingham airport has seen dramatic increases in numbers of flights, passengers, and offered destinations. This trend has spurred development of hotels, retail centers, and services in the northwest corner of the City and unincorporated urban growth area.

Bellingham’s plans for the future focus largely on infill and sustainable redevelopment. Since adoption of its 2006 Comprehensive Plan, the City has approved master plans for Old Town, Samish Way, the Fountain District, and Fairhaven urban villages. Master plans for the Downtown and Waterfront areas are also in their final stages and will be adopted soon.

Like the rest of Whatcom County, Bellingham's population saw slow but steady growth through the 1950's to 1980's averaging about 1% annual growth. Beginning in 1986 the growth rate increased to just over 2%. The period 1990 to 2010 saw Bellingham's urban growth area population grow from 60,714 to 91,251. This represents an increase of about 30,500 people, or 50%.
III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium UGA growth allocation (BERK, July 22, 2013), which is based primarily upon historical population and employment shares, to the preliminary City proposal for growth allocations to the UGA.

<table>
<thead>
<tr>
<th>UGA Population Allocation Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Phase I - Technical Report Medium Growth Allocation</td>
</tr>
<tr>
<td>2 Phase II - Preliminary City Proposal</td>
</tr>
<tr>
<td>3 Difference</td>
</tr>
<tr>
<td>4 Comments: The City of Bellingham Planning Commission and City Council recommend use of the high range population growth forecast as the starting point for the update to the City's Comprehensive Plan.</td>
</tr>
</tbody>
</table>

- The City's proposal is consistent with the BERK high allocation.
- Bellingham's proposal is consistent with past trends. The city has averaged annual growth of 1,527 people per year (ppy) over the last 20 years. The BERK high allocation is closest (1,562 ppy) to the past growth rate. The BERK medium allocation forecasts a much lower growth rate for Bellingham (1,235 ppy).
- Bellingham will continue to be a desirable place to live. We are not willing at this point to accept the assumption that future growth will be less than past history, as would be the case if the BERK medium allocation is used. We believe that it is more responsible to plan for a higher growth rate than to plan for a drop in the rate of growth that might not occur.
- Since 2006, the City has adopted urban village plans for Fairhaven, the Fountain District, Samish Way, Old Town and the Waterfront District. These actions have added capacity for thousands of additional dwelling units in areas where residential development was not allowed under the previous zoning. We have also made approximately 1,300 acres of land available for urban levels of development through annexations approved since 2006.
- The City administration and Council believe that cities are the appropriate location for the majority of population growth. Accordingly, Bellingham is willing to plan for a higher percentage of total countywide growth and we recommend that the allocation to the rural areas be reduced. We support continued efforts by Whatcom County and the other cities to reduce the rate of population growth in the rural and unincorporated areas of the county and are willing to do our part to accomplish this important goal.
### UGA Employment Allocation Proposal

<table>
<thead>
<tr>
<th></th>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>17,551</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Phase II - Preliminary City Proposal</td>
<td>22,641</td>
</tr>
<tr>
<td></td>
<td>Difference</td>
<td>5,090</td>
</tr>
<tr>
<td>4</td>
<td>Comments: The City of Bellingham Planning Commission and City Council recommend use of the high range employment growth forecast as the starting point for the update to the City’s Comprehensive Plan.</td>
<td></td>
</tr>
</tbody>
</table>

- The City's proposal is consistent with the BERK high allocation for Bellingham employment growth to 2036.
- Bellingham is the employment center of the county, with about 64% of the total county employment.
- We believe it is important to plan for an appropriate rate of job growth along with the high range population allocation. This is supported by the comprehensive plan goal to provide people with the opportunity to work, shop and recreate near where they live.
- The City is currently reviewing several annexation proposals that, once approved, will add significant capacity to the city’s employment land supply.
IV. **Land Capacity Analysis Overview**

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II City Proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the city when evaluating potential UGA boundary changes.

<table>
<thead>
<tr>
<th>Residential Land Capacity Analysis Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial/Industrial Land Capacity Analysis Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 1631-13

ESTABLISHING AN INITIAL RECOMMENDATION TO WHATCOM COUNTY FOR POPULATION AND EMPLOYMENT ALLOCATIONS FOR THE 2036 COMPREHENSIVE PLAN UPDATE PROCESS.

WHEREAS, the GMA requires Whatcom County and cities located in the County to review and, if needed, update their respective comprehensive plans by June 30, 2016 (RCW 36.70A.130); and

WHEREAS, the seven cities within Whatcom County and the County have agreed to a cooperative program and adopted a schedule to complete the update concurrent with each other; and

WHEREAS, the adopted schedule calls for preliminary recommendation from the cities for proposed population and employment allocations for consideration by Whatcom County; and

WHEREAS, the Blaine Planning Commission held a public hearing on proposed population and employment allocations, considered the matter and forwarded a recommendation to the City Council; and

WHEREAS, the Blaine City Council considered the proposed population and employment allocations during multiple public meetings; and

WHEREAS, the Blaine City Council approved Resolution 1627-13 on November 5, 2013, establishing an initial recommendation to Whatcom County for population and employment allocations for the 2036 comprehensive plan update process; and

WHEREAS, it was determined that the UGA Population Allocation Proposal, Phase II Preliminary City Proposal and the UGA Employment Allocation Proposal Phase II – Preliminary City Proposal were overstated in Resolution 1627-13; and

WHEREAS, RESOLUTION NO. 1631-13 revises the UGA Population Allocation Proposal to 4,418 and the UGA Employment Allocation Proposal to 2,097;

NOW, THEREFORE, BE IT RESOLVED that the City of Blaine hereby adopts a revised preliminary UGA growth allocation proposal (Attachment A).
ADOPTED AND APPROVED BY THE CITY COUNCIL OF BLAINE, WASHINGTON on the 23rd day of December, 2013, and approved by the Mayor on the same day.

CITY OF BLAINE COUNCIL

Harry Robinson, Mayor

ATTEST/AUTHENTICATE:

Sheri Sanchez, City Clerk
EXHIBIT A

Urban Growth Area Review

City of Blaine
Preliminary
UGA Growth Allocation Proposal

December 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

Phase I - As an initial step in this process, the cities and County jointly funded a report entitled “Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report” (BERK, July 22, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical shares.

Phase II - Cities and County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.
II. City Profile

The City of Blaine is many things. It is a quaint seaside community. It is a resort destination. It is a recreational and second-home community. It is the busiest US/Canada border crossing west of Detroit, Michigan, making it a focal point for international trade. Blaine strives to be a complete community with living-wage jobs, with shops and services, with a range of housing options and a vibrant downtown.

The presence of the international border plays a large role in Blaine’s vision of the future. In 2011, 8.4 million passenger vehicles passed through Blaine’s port of entry. In 2012, more than 700,000 trucks carried over $16.6 billion worth of freight in and out Whatcom County by way of Blaine. Blaine seeks to continue capitalizing on cross-border trade and visitors as the city grows into the future.

Since the Growth Management Act was passed in 1990 Blaine’s population has increased from about 2,500 people to 4,785 today. Blaine has seen periods of rapid growth and periods of slower growth. In the early 1990’s when growth of Semiahmoo was proceeding rapidly, the city saw annual growth as high as 9-percent. Since 2007, annual growth rates have been slow; at and below 1-percent. These fluctuations show that planning must be based on long term trends and neither the rapid growth years of the 1990’s or the slow growth years of the Great Recession. The average growth rate over the last 23 years has been 2.9-percent.
Blaine Population

2.9 % Average Growth

Source: Washington State OFM

III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium UGA growth allocation (BERK, July 22, 2012), which is based primarily upon historical population and employment shares, to the preliminary City proposal for growth allocations to the UGA.
### UGA Population Allocation Proposal

<table>
<thead>
<tr>
<th></th>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>2,698</th>
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<tbody>
<tr>
<td>2</td>
<td>Phase II - Preliminary City Proposal</td>
<td>4,414</td>
</tr>
<tr>
<td>3</td>
<td><strong>Difference</strong></td>
<td>1,716</td>
</tr>
</tbody>
</table>

4 Comments:

The population projections in the BERK Report represent a significant retraction from the projections in the current Whatcom County Comprehensive Plan. Large adjustments in these projections, and the resultant expansion and retraction of Urban Growth Areas, make planning difficult and expensive, and undermine public confidence.

The high projections in the BERK Report should be used as the starting point when considering overall growth and population allocation.

Blaine's Phase II proposal is based on a future average annual growth rate of 2.9-percent. This is Blaine's historical average annual growth rate experienced over the past 23 years.

Blaine's share of overall population growth has been increasing and the share of growth will likely continue to grow. In the 1990-2000 decade, Blaine's share of growth was 1.7% of the total. In the 2000-2010 decade, Blaine's share of growth had increased to 4.0% of the total. Blaine's request represents 5.5% of the BERK high growth projections, a reasonable expansion of historic trends.

### UGA Employment Allocation Proposal

<table>
<thead>
<tr>
<th></th>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>1,032</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Phase II - Preliminary City Proposal</td>
<td>2,097</td>
</tr>
<tr>
<td>3</td>
<td><strong>Difference</strong></td>
<td>1,065</td>
</tr>
</tbody>
</table>

4 Comments:

Blaine's proposal is based on the City's proposed population allocation and a 47.5% employment rate. We believe that the 46% employment rate proposed in the BERK Report is too low, and planning for few jobs is not wise.

Economic pressure from the Vancouver metro area will continue to spill over into Whatcom County and particularly Blaine due to proximity to the border and location on the Highway-99/Interstate-5 corridor.
IV. Land Capacity Analysis Overview

A land capacity analysis estimates the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II City Proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the city when evaluating potential UGA boundary changes.

<table>
<thead>
<tr>
<th>Residential Land Capacity Analysis Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
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<tr>
<td>4</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>
### Commercial/Industrial Land Capacity Analysis Results

<table>
<thead>
<tr>
<th></th>
<th>Employment Growth</th>
<th>Capacity</th>
<th>Allocation Proposed</th>
<th>Surplus (Deficit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>2,808</td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td>711</td>
</tr>
</tbody>
</table>

4 Comments:

International investors, particularly Canadian investors, have historically purchased and held properties in Blaine without developing them in the near-term. This results in a higher market factor, which is difficult to assess. The Great Recession seems to have further enhanced this effect because low US land prices have attracted even more investors that appear to have no near-term development plans.

Blaine is significantly impacted by trucking/transportation industries. A trucking facility may have only one or two jobs, but may occupy several acres of land. Accounting for this requires substantial excess acreage, which is reflected here in the request for excess employment capacity.

Warehousing and freight logistics industries have similar needs for large land areas and similarly low employment density. It is critical to have large land area available to make Blaine attractive to these economic drivers.
Urban Growth Area Review

City of Everson
Preliminary
UGA Growth Allocation Proposal

November 6, 2013
I. **Introduction**

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

**Phase I** - As an initial step in this process, the cities and County jointly funded a report entitled “Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report” (BERK, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical shares.

**Phase II** - Cities and County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.

II. **City Profile**

The City of Everson is a small town located near the center of the western half of the county. The current City limits includes an area of approximately 827 acres. The town originally developed along a major transportation corridor from Bellingham to Sumas that included one of the major crossing points over the Nooksack River. Everson is situated just to the southwest of the neighboring city of Nooksack. State Highway 544 (Main Street) runs east-west through the center of town and is a major transportation route for both cars and trucks.
Similar to many other small towns in the county, Everson had a relatively low population for many years. In the 1990s the city began to see a surge in population growth that has moderated somewhat in recent years. Over the entire twenty-three year time period from 1990 to 2013, Everson has seen an average annual rate of growth of 2.4 percent. Like many other cities, Everson saw somewhat of a slowdown in growth during the recent economic downturn. The population of Everson has now increased to 2,550 people as of April 1, 2013.

![Population Growth in Everson](image)

The City of Everson has a growing commercial sector that includes a shopping center and pharmacy, a number of restaurants and coffee shops, several medical and other service providers, auto repair businesses, building and agricultural supply stores, and other small businesses. The Everson industrial sector includes the SELCO lumber mill, Nuylatech (plastics manufacturing), Criterion Athletic (sporting goods manufacturing) and other smaller businesses. The Everson elementary school and the Everson Library are also located within City limits.
III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium UGA growth allocation (BERK, 2013), which is based primarily upon historical population and employment shares, to the preliminary City proposal for growth allocations to the UGA.

<table>
<thead>
<tr>
<th>UGA Population Allocation Proposal</th>
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</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>

The City offers the following information in support of its proposed population growth allocation:

- Modest proposal. According to the numbers presented in the BERK Report (2013), Everson grew by an average of approximately 57 people per year during the 1990s and by 45 people per year during the 2000s. The Everson proposal anticipates an average annual increase of 54 people per year, which is between the faster growth seen in the 1990s and the somewhat slower growth shown for the 2000s.

- The current City proposal to receive 1.8 percent of overall county growth represents a continuation of the trend that anticipates an increased percentage of growth shifting from rural areas into urban growth areas.

- Growth since last county comprehensive plan. In the County comprehensive plan that was adopted in 2009, the County allocated a total population increase of 1,228 people to the Everson UGA over the 21-year period from 2008-2029. This equated to an average annual increase of approximately 58 people per year and approximately 2.2% of overall county growth during the period. Since 2008, the population of Everson has increased by an average of over 50 people per year, and has accounted for over 3.1 percent of overall county growth. Although growth in Everson has been somewhat slower on an average annual basis than the growth allocated to it in the county comprehensive plan (likely due to the economic downturn), on a share-of-growth basis, Everson has actually accounted for a higher share of growth in the past five years than was shown in the County comprehensive plan.
### UGA Employment Allocation Proposal

<table>
<thead>
<tr>
<th></th>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>247</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Phase II - Preliminary City Proposal</td>
<td>602</td>
</tr>
<tr>
<td>3</td>
<td><strong>Difference</strong></td>
<td>-355</td>
</tr>
<tr>
<td>4</td>
<td>Comments: Everson’s proposed employment growth allocation is consistent with the allocation included in the current County comprehensive plan.</td>
<td></td>
</tr>
</tbody>
</table>

### IV. Land Capacity Analysis Overview

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II City Proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the city when evaluating potential UGA boundary changes.

#### Residential Land Capacity Analysis Results

<table>
<thead>
<tr>
<th></th>
<th>Population Growth <strong>Capacity</strong> of existing UGA</th>
<th>1,293</th>
</tr>
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<tbody>
<tr>
<td>2</td>
<td>Population Growth <strong>Allocation</strong> Proposed</td>
<td>1,242</td>
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<tr>
<td>3</td>
<td><strong>Surplus (Deficit)</strong></td>
<td>51</td>
</tr>
<tr>
<td>4</td>
<td>Comments: Based on the City’s proposed population growth allocation, the current Everson UGA contains sufficient capacity to accommodate planned growth plus a relatively small surplus.</td>
<td></td>
</tr>
</tbody>
</table>

#### Commercial/Industrial Land Capacity Analysis Results

<table>
<thead>
<tr>
<th></th>
<th>Employment Growth <strong>Capacity</strong></th>
<th>836</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Employment Growth <strong>Allocation</strong> Proposed</td>
<td>602</td>
</tr>
<tr>
<td>3</td>
<td><strong>Surplus (Deficit)</strong></td>
<td>234</td>
</tr>
<tr>
<td>4</td>
<td>Comments: Based on the City’s proposed employment growth allocation, the current Everson UGA contains sufficient capacity to accommodate planned employment growth plus a modest surplus.</td>
<td></td>
</tr>
</tbody>
</table>
Urban Growth Area Review

City of Ferndale
Preliminary
UGA Growth Allocation Proposal

November 4, 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area review, which must be completed by June 2016 (RCW 36.70A.130).

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Phase II - Cities and County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.
II. City Profile

Ferndale is a fast growing community that has transitioned from an autonomous rural town to a bedroom community. Over the last decade, the City has made great strides in recreating itself as a complete community featuring a vibrant downtown, strong school system, sufficient housing choices, growing job market, and reasonable retail development. Ferndale is centrally located within Whatcom County, and is approximately ten minutes from "anywhere" in the County, thanks to its freeway access and east-west connections at Grandview Road, Axton Road, Smith Road, and Slater Road.

During the Growth Management Act era, the City has more than doubled in size from ~5,500 to nearly 12,500 residents. The City’s growth has been steady over that time period, with few "peaks and valleys." While Ferndale has historically been dominated by single family development, in recent years (2007-present) multifamily development (two or more residences) have increased as an overall percentage of residential development. In 2013, nearly 37% of residential units permitted in Ferndale are multifamily. In 2011, the number of residential units permitted in Ferndale exceeded the residential units permitted in any other jurisdiction, including Bellingham, and the Office of Financial Management estimated that Ferndale’s grew by more residents than Bellingham over that time period for the first time in history.
Ferndale’s commercial growth has not been as consistent as its residential growth; Ferndale is estimated to capture less than 20% of its anticipated retail sales tax, due to the fact that many Ferndale residents work and shop in Bellingham. This is due in part to the fact that Ferndale and Bellingham are within three miles of each other geographically, and share the same market for even basic convenience items such as groceries.

As the City of Ferndale’s immediate market area (approximately 30,000 residents) matures, the City will become large enough to support its own retail and professional sector without depending upon the rest of the Whatcom County market (or the Canadian market) to ensure the success of these businesses. In addition, land at the major interchanges in Ferndale remains available for development and will become more likely to develop as the overall County population grows/available land at other interchanges is reduced. Based on development interest before and after the Great Recession, it appears that Ferndale’s size is at or close to the threshold where such development will accelerate, thus increasing the ratio of employees to residents.

III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium UGA growth allocation (BERK, July 22, 2013), which is based primarily upon historical population and employment shares, to the preliminary City proposal for growth allocations to the UGA.
<table>
<thead>
<tr>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>5,402</th>
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</thead>
<tbody>
<tr>
<td>Phase II - Preliminary City Proposal</td>
<td>6,833</td>
</tr>
<tr>
<td><strong>Difference</strong></td>
<td>1,431</td>
</tr>
</tbody>
</table>

Comments:

1. Ferndale has averaged a 3.64% growth rate over the last twenty years.

2. Ferndale’s growth rate has not dipped or peaked substantially in that time period.

3. Ferndale’s growth has been based upon a relatively high number of small developments rather than a low number of large developments. This suggests a strong housing market on many levels.

4. Ferndale is the closest small city alternative to Bellingham and may provide a close “small town” alternative to Bellingham’s more-urban atmosphere.

5. Ferndale’s geographic position along Interstate Five makes it visible to visitors.

6. Ferndale’s location along Interstate Five makes it easily accessible (and easy to access) other cities, job centers, and recreation opportunities.

7. Ferndale is the closest city to the Cherry Point Industrial area, which is expected to continue growing throughout the planning period.

8. Ferndale has continued to grow despite the fact that shopping opportunities often require a trip into Bellingham. As shopping and job markets in Ferndale continue to improve, this disadvantage will continue to decrease.

9. Ferndale believes that growth in unincorporated Whatcom County will slow over the twenty-year planning period and will not approach the growth experienced 1990-present.

10. Ferndale believes that the unincorporated subdivisions of Glenhaven and Sudden Valley will not continue to experience the same levels of growth as was experienced 1990-present.

11. Ferndale does not believe that Western Washington University’s student population, which expanded from 9,300 students in 1990 to nearly 15,000 in 2010, will experience the same growth over the next twenty year period.
12. Ferndale has planned to accommodate the high growth population scenario, and its capital facilities plans will not need to be substantially altered to match this allocation.
<table>
<thead>
<tr>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>1,672</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase II - Preliminary City Proposal</td>
<td>2,802</td>
</tr>
<tr>
<td>Difference</td>
<td>1,130</td>
</tr>
</tbody>
</table>

4 Comments:

1. Ferndale's current ratio of employment to population is .41; the high growth employment projection would reduce the ratio of new employees to new residents to .34, increasing Ferndale's "bedroom community" status.

2. Ferndale does not believe there is data that would support a decrease in employment to population ratios over the planning period.

3. Job-creation industries such as retail, service, and a variety of professional and industrial sectors typically follow residential "roof tops" and population centers, and Ferndale's recent commercial and industrial growth demonstrates that Ferndale is now considered a population center.

4. While much of Ferndale's commercial and industrial land area is constrained by critical areas, many of the lands that do not have these constraints remain undeveloped and are in close proximity to freeway interchanges.

5. Ferndale has historically benefitted from industrial development at Cherry Point, not only through increased population growth but increased employment growth including retail, services, and related industries. This trend is expected to continue.

6. Ferndale is likely to continue to be considered as an alternative for businesses located in Bellingham which have outgrown their existing locations.

7. Ferndale is located between the Bellingham International Airport and its largest source of passengers, the Lower Mainland of British Columbia.

8. Ferndale has planned to accommodate a higher employment scenario in order to quickly react to market conditions.

9. As Whatcom County's overall inventory of land in proximity to transportation, utilities, and population diminishes, the remaining land will increase in marketability and development potential. The selection of land within the City of Ferndale for the Whatcom County Jail is an example of this trend.
IV. Land Capacity Analysis Overview

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<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Population Growth Capacity of existing UGA</td>
<td>6,427</td>
</tr>
<tr>
<td>2 Population Growth Allocation Proposed</td>
<td>6,833</td>
</tr>
<tr>
<td>3 <strong>Surplus (Deficit)</strong></td>
<td>(406)</td>
</tr>
<tr>
<td>4 Comments:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial/Industrial Land Capacity Analysis Results</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Employment Growth Capacity</td>
<td>3,265</td>
</tr>
<tr>
<td>2 Employment Growth Allocation Proposed</td>
<td>2,802</td>
</tr>
<tr>
<td>3 <strong>Surplus (Deficit)</strong></td>
<td>463</td>
</tr>
<tr>
<td>4 Comments: While the Land Capacity Analysis indicates that there is a surplus of employment land within the UGA, the City of Ferndale believes that such a surplus is justified due to the significant variety of development types that may occur on these lands.</td>
<td></td>
</tr>
</tbody>
</table>
Urban Growth Area Review

City of Lynden
Preliminary
UGA Growth Allocation Proposal

December 2, 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020 (11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area review, which must be completed by June 2016 (RCW 36.70A.130).

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II. **City Profile**

The Lynden Community has a unique identity that is known throughout the county and the state. Sustaining that identity and the feeling of community is at the forefront of all the decisions made by the City of Lynden. The balance of protecting the City’s character, the agricultural lands surrounding the City, and accommodating those who continue to move to the area is one the City takes seriously.

Lynden has maintained a strong rate of growth since its incorporation in 1891. An average growth of almost 3.5% since 1980 has made Lynden one of the fastest growing communities in the county. Actual growth has almost always exceeded expectations. The Berk Report allocates the projected growth to the Urban Growth Areas (UGAs) based primarily on the share of county-wide growth experienced by each of the UGAs between 2000 and 2010. For Lynden, that amounts to slightly more than 5,000 new residents by 2036 using the medium projection or 1.5% per year. Prior to agreeing to plan for this population, the Planning Commission and City Council considered some other metrics in the City’s history of growth.

- Between 1990 and 2010, the City’s growth rate has only been at or below 1.5% per year in Census correction years, and in 2008.
- The average growth rate for Lynden between 2000 and 2013 has been 2.7%
- The average number of people added to the City between 2000 and 2013 has been 285.

![Historical Population Growth](image)

Components of population change include in-migration and natural growth. One of the OFM’s rationales for reducing the growth rates statewide is the aging population. Of course, the US Census doesn’t facilitate tracking this data over history as it changes age brackets and the type of information requested during almost every census. In 1990, 26% of the population was over 65. In 2010, only 19.5% of the population was in that age category. In the 2010 census the population was more evenly distributed than it has been in the past with 57% of the population less than 45 years old.
How is Lynden managing that growth? In 1995, the City adopted its first Comprehensive Plan under RCW 36.70A, otherwise known as the Growth Management Act. This plan includes policies to limit sprawl into the surrounding agricultural lands and has targeted future housing densities to meet an average of five dwelling units or almost 16 people per acre in order to accommodate the projected growth. New development patterns show that the City’s efforts are working.

III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium UGA growth allocation (BERK, 2013), which is based primarily upon historical population and employment shares, to the preliminary City proposal for growth allocations to the UGA.

<table>
<thead>
<tr>
<th>UGA Population Allocation Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Phase II - Preliminary City Proposal (Technical Report High)</td>
</tr>
<tr>
<td>2 Phase I - Technical Report Medium Growth Allocation</td>
</tr>
<tr>
<td>3 Difference</td>
</tr>
</tbody>
</table>

4 Comments: While the Berk Technical Report “High” allocation is still a slower growth rate than Lynden has seen in the past, the Lynder Planning Commission and City Council determined that utilizing a projection that was in the range developed by Berk and Associates around the medium projection developed by the Office of Financial Management was prudent and could easily be substantiated. It also recognizes that with the changes occurring in demographics and the economy, the pace of growth in many of the outlying areas is likely to slow.

<table>
<thead>
<tr>
<th>UGA Employment Allocation Proposal</th>
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</thead>
<tbody>
<tr>
<td>1 Phase II - Preliminary City Proposal</td>
</tr>
<tr>
<td>2 Phase I - Technical Report Medium Growth Allocation</td>
</tr>
<tr>
<td>3 Difference</td>
</tr>
</tbody>
</table>

4 Comments: See above.
IV. Land Capacity Analysis Overview

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II City Proposal, based upon existing UGA boundaries, and for Lynden, the Urban Growth Area Reserve are shown below. Lynden is including the reserve area in the capacity calculations as it is expected to become part of the City’s urban growth area in this update as the City works to complete the tasks listed in the Comprehensive Plan. A surplus or deficit will be considered by the city when evaluating potential UGA boundary changes.

<table>
<thead>
<tr>
<th>Residential Land Capacity Analysis Results</th>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<td>3</td>
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<td>4</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Commercial/Industrial Land Capacity Analysis Results</th>
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<td>1</td>
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<td>3</td>
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<td>4</td>
</tr>
</tbody>
</table>

The preliminary run of the land capacity analysis shows Lynden having a surplus of residential land and a deficit of land capacity planned for employment areas. In the coming months, the City will be working to update capital facilities plans and land use plans to allocate the area within the City’s existing urban growth area and the urban reserve area to meet future demands. As these plans progress and the information is further refined, there will be additional opportunities to fine tune the results of the analysis to lead to the final urban growth area proposal.
Urban Growth Area Review

City of Nooksack
Preliminary
UGA Growth Allocation Proposal

November 6, 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

Phase I - As an initial step in this process, the cities and County jointly funded a report entitled "Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report" (BERK, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical shares.

Phase II - Cities and County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.

II. City Profile

The City of Nooksack is a small town located in the middle of the county. The current City limits includes an area of approximately 435 acres. The town was originally platted prior to 1900 and was subsequently incorporated in 1912. The town was initially constructed in anticipation of the coming of the railroad (which did arrive and still runs through town); however, after a few decades, major fires destroyed the great majority of the original structures. Nooksack is situated at the crossroads of two state highways, SR 9 and SR 544. Highway 9 runs north-south through the center of town and is a major route used by truck traffic traveling to and from the border crossing at Sumas.
Like many other small towns in the county, Nooksack had a relatively low population for many years. In the 1990s the city began to see a steady increase in population that has continued to the present. Over the entire twenty-three year time period from 1990 to 2013, Nooksack has seen an average annual rate of growth of 3.9%. Unlike many other cities, Nooksack actually experienced a surge in growth during the recent economic downturn, and the population has now increased to 1,410 people as of April 1, 2013.

The City of Nooksack is home to a small commercial/industrial sector that includes three gas stations, several automotive repair shops, a farm store, a veterinary clinic, a trucking company, and other small businesses. There is an active rail spur that is currently used by two businesses. The Nooksack UGA also includes two public schools, the Nooksack elementary school and the Nooksack Valley middle school.
III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium UGA growth allocation (BERK, 2013), which is based primarily upon historical population and employment shares, to the preliminary City proposal for growth allocations to the UGA.

<table>
<thead>
<tr>
<th>UGA Population Allocation Proposal</th>
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<tbody>
<tr>
<td>1 Phase I - Technical Report Medium Growth Allocation</td>
</tr>
<tr>
<td>2 Phase II - Preliminary City Proposal</td>
</tr>
<tr>
<td>3 Difference</td>
</tr>
<tr>
<td>4 Comments: Nooksack’s proposed population growth allocation is based on an anticipated average annual increase of 45 people per year from 2013 to 2036, which equates to approximately 1.5% of the overall growth projection for the county as a whole based on the OFM/BERK medium growth projection.</td>
</tr>
</tbody>
</table>

The City offers the following information in support of its proposed population growth allocation:

- Modest proposal. The Nooksack proposal is a modest one that includes a population allocation between the BERK Medium and BERK High allocations.
- Average annual growth trend. Nooksack’s average annual population growth increased from 28 people per year in the 1990s to 47 people per year in the 2000s. The current city proposal reflects the strong growth that has been seen in recent years and moderates that somewhat in recognition of the long-term trend suggested by the state that overall growth in the county will begin to slow down at some point during the planning period.
- Share of growth trend. Nooksack’s share of overall county growth increased from 0.7 percent in the 1990s to 1.4 percent in the 2000s. The current City proposal to receive 1.5 percent of overall county growth represents a continuation of the trend that anticipates an increased percentage of growth shifting from rural areas into urban growth areas.
- Growth since last county comprehensive plan. In the County comprehensive plan that was adopted in 2009, the County allocated a total population increase of 944 people to the Nooksack UGA over the 21-year period from 2008-2029. This equated to an average annual increase of approximately 45 people per year and approximately 1.8% of overall county growth during the period. Since 2008, the population of Nooksack has increased by an average of 49 people per year, and growth in Nooksack has accounted for over 3 percent of overall county growth. In short, Nooksack has outpaced the growth allocated to it in the county comprehensive plan both in terms of average annual growth and share of growth.
### UGA Employment Allocation Proposal

<table>
<thead>
<tr>
<th></th>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>89</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Phase II - Preliminary City Proposal</td>
<td>290</td>
</tr>
<tr>
<td>3</td>
<td>Difference</td>
<td>201</td>
</tr>
<tr>
<td>4</td>
<td>Comments: Nooksack’s proposed employment growth allocation is consistent with the allocation that was included in the City’s UGA growth proposal back in 2009, which was supported by the Growth Management Coordinating Council. The proposed employment growth allocation to Nooksack was later reduced by the County following re-designation of the City’s future industrial area from UGA to UGA Reserve.</td>
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### IV. Land Capacity Analysis Overview

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II City Proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the city when evaluating potential UGA boundary changes.

### Residential Land Capacity Analysis Results

<table>
<thead>
<tr>
<th></th>
<th>Population Growth <strong>Capacity</strong> of existing UGA</th>
<th>913</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Population Growth <strong>Allocation</strong> Proposed</td>
<td>1,035</td>
</tr>
<tr>
<td>3</td>
<td>Surplus (Deficit)</td>
<td>(122)</td>
</tr>
<tr>
<td>4</td>
<td>Comments: In the 2009 update of the county comprehensive plan, the County shifted an 83-acre area planned for cluster residential development from UGA to UGA Reserve and reduced the City’s proposed population allocation to match the reduced UGA capacity. The rationale provided for shifting this area out of the UGA and into Reserve was that the area might be impacted by sediments from Swift Creek that contain naturally occurring asbestos. The City would like to work with the County to identify alternative areas adjacent to the City that might be added to the Nooksack UGA in place of the area potentially impacted by Swift Creek sediment.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Commercial/Industrial Land Capacity Analysis Results</td>
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<td>----------------------------------</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Employment Growth <strong>Capacity</strong></td>
<td>62</td>
</tr>
<tr>
<td>2</td>
<td>Employment Growth <strong>Allocation Proposed</strong></td>
<td>290</td>
</tr>
<tr>
<td>3</td>
<td><strong>Surplus (Deficit)</strong></td>
<td>(228)</td>
</tr>
<tr>
<td>4</td>
<td>Comments: At the same time the County removed the previously discussed area planned for cluster residential development, the County also re-designated an approximately 34-acre area planned for light industrial development from UGA to UGA Reserve, and the employment allocation to Nooksack was reduced from the City’s proposal to match the capacity of the remaining UGA. The reason for this change in status was that the future light industrial area was separated from the current City limits by the future residential area potentially impacted by Swift Creek sediment; therefore, future annexation of the area seemed unlikely. The City is interested in working with the County to find alternative areas adjacent to the City that could accommodate future industrial growth so that the employment allocation to the City can be increased/restored.</td>
<td></td>
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</tbody>
</table>
Urban Growth Area Review

City of Sumas
Preliminary
UGA Growth Allocation Proposal

November 6, 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

Phase I - As an initial step in this process, the cities and County jointly funded a report entitled “Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report” (BERK, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical shares.

Phase II - Cities and County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.

II. City Profile

The City of Sumas is a small town located along the US-Canada border adjacent to the Sumas-Abbotsford border crossing. The current City limits includes an area of approximately 920 acres. Early in its history, the town was an important economic center serving those looking for gold in the Fraser River Valley. Sumas is situated at the crossroads of two state highways, SR 9 and SR 547. Highway 9 runs north-south through the center of town and is a major route used by automobile and truck traffic traveling through the border. SR 547 connects to the Mt. Baker Highway (SR 542), which provides access to the recreational opportunities located in the eastern part of the county.
Like many other small towns in the county, Sumas had a relatively low population for many years. In the 1990s the city began to see a steady increase in population that has continued to the present. Over the entire twenty-three year time period from 1990 to 2013, Sumas has seen an average annual rate of growth of 2.9%. Unlike many other cities, Sumas actually experienced a surge in growth during the recent economic downturn, and the population has now increased to 1,449 people as of April 1, 2013.

The City of Sumas downtown commercial area includes several gas stations, a grocery store, a few shipping businesses, customs brokerage offices, an auto parts store, a number of restaurants, and other small businesses. Sumas has an extensive industrial district that includes a power generation facility, lumber milling and drying businesses, truck and rail reload businesses, an asphalt shingle manufacturing plant, a live-work area, a go-kart race track, a border patrol facility,
and other manufacturing businesses. There are a number of active rail spurs that are well used by local businesses. The Sumas elementary school and the Sumas Library are also located within City limits.

III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium UGA growth allocation (BERK, 2013), which is based primarily upon historical population and employment shares, to the preliminary City proposal for growth allocations to the UGA.

<table>
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<th>UGA Population Allocation Proposal</th>
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<tbody>
<tr>
<td>2. Phase II - Preliminary City Proposal</td>
</tr>
<tr>
<td>3. <strong>Difference</strong></td>
</tr>
<tr>
<td>4. Comments: Sumas’s proposed population growth allocation is slightly higher than the BERK high growth allocation, and includes an anticipated average annual increase of 38 people per year from 2013 to 2036. This equates to approximately 1.3 percent of the overall growth projection for the county as a whole based on the OFM/BERK medium growth projection.</td>
</tr>
</tbody>
</table>

The City offers the following information in support of its proposed population growth allocation:

- Modest proposal. The Sumas proposal is a modest one that includes a population allocation slightly higher than the BERK High allocation, but consistent with recent growth numbers.
- Average annual growth trend. Sumas’s average annual population growth increased from 20 people per year in the 1990s to 32 people per year in the 2000s. Growth since 2010 has equaled 43 people per year. The current city proposal reflects the strong growth that has been seen in recent years and moderates that somewhat in recognition of the long-term trend suggested by the state that overall growth in the county will begin to slow down at some point during the planning period.
- Share of growth trend. Sumas’s share of overall county growth increased from 0.5 percent in the 1990s to 0.9 percent in the 2000s. Since 2010, population growth in Sumas has accounted for 2.9 percent of overall county growth. The current City proposal to receive approximately 1.3% of overall county growth represents a continuation of the trend that anticipates an increased percentage of growth shifting from rural areas into urban growth areas.
- Growth since last county comprehensive plan. In the County comprehensive plan that was adopted in 2009, the County allocated a total population increase of 793 people to the Sumas UGA over the 21-year period from 2008-2029. This equated to an average annual increase of approximately 38 people per year and approximately 1.4 percent of overall county growth during the period. Since
2008, the population of Sumas has increased by an average of approximately 37 people per year, and has accounted for 2.3 percent of overall county growth. In short, Sumas has equaled or outpaced the growth allocated to it in the county comprehensive plan.

<table>
<thead>
<tr>
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<td>2 Phase II - Preliminary City Proposal</td>
</tr>
<tr>
<td>3 Difference</td>
</tr>
<tr>
<td>4 Comments: Sumas’s proposed employment growth allocation is slightly higher than the allocation of 391 jobs provided in the current County comprehensive plan. This increased allocation is necessary to accommodate the growing interest in locating businesses adjacent to the Sumas Heavy Haul Road that allows use by trucks with Canadian-weight loads that are heavier than loads permitted on the State highways and County roads.</td>
</tr>
</tbody>
</table>

IV. Land Capacity Analysis Overview

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II City Proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the city when evaluating potential UGA boundary changes.

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<tr>
<th>Residential Land Capacity Analysis Results</th>
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<tr>
<td>1 Population Growth Capacity of existing UGA</td>
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<tr>
<td>2 Population Growth Allocation Proposed</td>
</tr>
<tr>
<td>3 Surplus (Deficit)</td>
</tr>
<tr>
<td>4 Comments: Based on the City’s proposed population growth allocation, the current Sumas UGA has sufficient capacity to accommodate the proposed population growth plus a very small surplus.</td>
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Urban Growth Area Review

Birch Bay UGA
Preliminary
Growth Allocation Proposal

November 5, 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area (UGA) review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

Phase I - As an initial step in this process, the cities and County jointly funded a report entitled “Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report” (BERK, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical growth shares.

Phase II - Cities and the County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. The County is proposing preliminary allocations for the Birch Bay, Columbia Valley and Cherry Point UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.

II. UGA Profile

The Birch Bay UGA is located in northwestern Whatcom County between Blaine and the Cherry Point UGA. The Birch Bay area has historically developed with seasonal homes, resort/recreational uses and businesses. The area has grown rapidly over the last two decades and has seen more full-time residents, some of which are retiring to the area.
Whatcom County designated Birch Bay as an Urban Growth Area (UGA) in 1997. The Birch Point area and land south of Point Whitehorn were removed from the UGA when the Birch Bay Community Plan was adopted in 2004. The Birch Bay UGA was reduced further in the 2009 UGA review, when lands in the eastern part of the UGA were removed. The approximate acreages of current zoning classifications in the UGA are as follows:

- Resort Commercial (RC): 340
- General Commercial (GC): 186
- Neighborhood Commercial (NC): 21
- Urban Residential four units/acre (UR4): 1,775
- Urban Residential Medium Density six units/acre (URM6): 1,184
- Urban Residential Medium Density 24 units/acre (URM24): 100

**Total:** 3,606 acres

The Birch Bay UGA is approximately 5.6 square miles (3,606 acres) and has an estimated 2013 population of 7,737. The UGA contains a variety of residential, resort, recreational and commercial land uses. These land uses include year round homes, vacation rentals, RV parks, mobile home parks, condominiums, restaurants, shops that cater to the seasonal population, and a state park. The Birch Bay area has more than tripled in population over the last two decades. The population within the current UGA boundaries for Census years and the average annual growth in previous decades are shown below:

<table>
<thead>
<tr>
<th>Year</th>
<th>UGA Population</th>
<th>Average Annual Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990</td>
<td>2,141</td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>4,163</td>
<td>202</td>
</tr>
<tr>
<td>2010</td>
<td>7,391</td>
<td>323</td>
</tr>
</tbody>
</table>

The Birch Bay area provides aesthetic, recreational and environmental attributes that contribute to a high quality of life. It is attractive for year-round housing, homes for retirees, vacation homes and resort/recreational development. Additionally, public water and sewer are generally available to serve development in the UGA.
Zoning in the UGA

- **RC**: Resort Commercial
- **GC**: General Commercial
- **NC**: Neighborhood Commercial
- **UR4**: Urban Residential four units/acre
- **URM6**: Urban Residential Medium Density six units/acre
- **URM24**: Urban Residential Medium Density 24 units/acre
III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium growth allocations for the Birch Bay UGA (BERK, 2013), which are based primarily upon historical population and employment shares, to the preliminary County proposal for growth allocations to the UGA.

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<td>2 Phase II - Preliminary County Proposal</td>
</tr>
<tr>
<td>3 Difference</td>
</tr>
<tr>
<td>4 Comments: The Technical Report medium population allocation is based upon the share of growth the UGA received from 2000 to 2010. The area within the current Birch Bay UGA experienced relatively high growth from 1990-2000 (202 people per year) and from 2000-2010 (323 people per year). In fact, from 2000-2010, the Birch Bay UGA’s 5.9% annual average growth rate was higher than any other UGA in the County. Additionally, from 2000-2010, the Birch Bay UGA captured 9.4% of the county-wide population growth. For UGAs, this was second only to Bellingham. Adequate land supply, availability of public water &amp; sewer and the attractiveness of the area have led to a growing Birch Bay community. The Technical Report medium growth allocation would equate to an additional 279 people per year in the Birch Bay UGA from 2013-2036. This is higher than growth experienced in the 1990s, but lower than growth experienced from 2000-2010. The proposal utilizes the land supply in the existing Birch Bay UGA and UGA Reserve to guide the population growth allocation over the planning period. This approach would encourage urban development contained within the existing UGA and UGA Reserve, without expanding the UGA into adjacent areas designated Rural in the Whatcom County Comprehensive Plan. According to the land capacity analysis, the UGA can accommodate approximately 5,200 additional people. When the land capacity of the UGA Reserve is added, this capacity increases to almost 5,600. The proposed growth allocation of 5,500 would constitute a 71% increase in the population of the Birch Bay UGA over the planning period (this compares to the BERK medium projection, which would equate to a 37% increase for all UGAs combined). Additionally, this population growth allocation would be higher than the growth allocation in the current Whatcom County Comprehensive Plan of 3,825. Finally, the GMA requires counties to review UGAs every eight years (RCW 36.70A.130(5)). Therefore, the UGA can be further revised, if needed, at the next update.</td>
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</tbody>
</table>
### UGA Employment Allocation Proposal

<table>
<thead>
<tr>
<th></th>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th>208</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Phase II - Preliminary County Proposal</td>
<td>545</td>
</tr>
<tr>
<td></td>
<td>Difference</td>
<td>(337)</td>
</tr>
</tbody>
</table>
| 4 | Comments: The Technical Report medium employment growth allocation is based upon the share of employment that each UGA had in 2010. Although the Birch Bay UGA had 3.7% of the county-wide population in 2010, it only had 0.8% of the county-wide jobs. County Comprehensive Plan Policy 7K-6 is to “Support long-term employment efforts in the unincorporated areas of the county, such as those stated in the Point Roberts, Birch Bay and east County Economic Development Plans and Sub-Area Plans.” The Birch Bay Community Plan states: 

> ... Purchasing power of the Birch Bay Community is significant and most of its consumer dollars are expended outside the Birch Bay area. To capture the consumer dollar, the Birch Bay Community needs commercial areas for retail and services of significant size to attract competitive retail and service outlets. The proposed community plan identifies such commercial areas at Blaine Road and Alderson Road, Blaine Road and Birch Bay-Lynden Road and again at Lincoln Road and Shintaffer Road. . . “ (p. 2-22). 

The Community Plan’s Vision Statement indicates, in part, that Birch Bay will be ”... a place where scenic beauty is harmonized with urban development and job creating activities. . .” (p. 5-5). 

There are also projects, such as the Birch Bay Drive and pedestrian improvements, that may attract additional visitors to the area and support generation of retail sales. If the Technical Report medium growth allocation of 208 jobs were adopted, with the proposed population allocation, the Birch Bay UGA would add about 1 job for every 26 new residents over the planning period. Allocating only 208 jobs (less than 10 jobs a year over the 20+ year planning period) may lead to a reduction in the commercial zones in the UGA, contrary to the Subarea Plan. Such an allocation would also be substantially lower than the 489 jobs allocated to the Birch Bay UGA in the current Whatcom County Comprehensive Plan. In order to preserve the commercial land supply, opportunities for businesses to locate in the Birch Bay UGA, and potential employment opportunities, staff recommends an employment allocation of 545 jobs. |
IV. Land Capacity Analysis Overview

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II County proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the County when evaluating potential UGA boundary changes.

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<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>
Urban Growth Area Review

Cherry Point UGA
Preliminary
Growth Allocation Proposal

December 2, 2013
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area (UGA) review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

Phase I - As an initial step in this process, the cities and County jointly funded a report entitled “Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report” (BERK, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical growth shares.

Phase II - Cities and the County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. The County is proposing preliminary allocations for the Cherry Point, Birch Bay and Columbia Valley UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.

II. UGA Profile

The Cherry Point UGA is located in western Whatcom County, west of Ferndale and south of Birch Bay. The Cherry Point area has historically been developed with heavy industrial uses, including two oil refineries and an aluminum smelter. The Cherry Point area was designated for industrial uses on the 1970 Comprehensive Plan map and the 1981 Cherry Point/Ferndale Subarea Plan.
The GMA was enacted by the State legislature in 1990. Whatcom County designated Cherry Point as a UGA under the provisions of the GMA in 1997. The Cherry Point UGA boundaries did not change in the 2009 UGA review. The approximate acreages of current zoning classifications in the UGA are as follows:

- Heavy Impact Industrial (HII): 6,565 acres
- Light Impact Industrial (LII): 470 acres
- Total: 7,035 acres
Today, the Cherry Point UGA is approximately 11 square miles (7,035 acres). The Cherry Point area is a Major/Port Industrial UGA with zoning that generally does not allow residential development. The BP Cherry Point Refinery, Intalco aluminum smelter and Phillips 66 Ferndale Refinery are the major industries in the UGA.
The Whatcom County Comprehensive Plan indicates that the Cherry Point area has the following attributes:

- The marine waters adjacent to the Cherry Point area provide essential spawning habitat for herring.
- The marine waters adjacent to the Cherry Point area provide deep water access for shipping.
- The Cherry Point UGA is served by a branch rail line of the Burlington Northern railroad.
- The Cherry Point UGA provides access to Canada, other foreign ports, and Alaska.

County-wide Planning Policy E-3 states:

Cherry Point shall be designated as an unincorporated industrial urban growth area in recognition of existing large scale industrial land uses. Additional large scale development shall be encouraged consistent with the ability to provide needed services and consistent with protecting critical areas along with other environmental protection considerations. The Cherry Point industrial area is an important and appropriate area for industry due to its access to deep water shipping, rail, all-weather roads, its location near the Canadian border, and its contribution to the County's goal of providing family wage jobs.

The Cherry Point area has long-standing industrial uses and land use designations. The industrial designation provides for buffering from surrounding land uses. The Cherry Point area has unique qualities that make it desirable for industrial development, but valuable marine habitat is also adjacent to the area.
Zoning Classifications in the UGA

HII  Heavy Impact Industrial
LII  Light Impact Industrial
III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium employment growth allocation for the Cherry Point UGA (BERK, 2013), which is based primarily upon the historical employment share, to the preliminary County proposal for the growth allocation to the UGA. Cherry Point is an industrial UGA and, therefore, no population will be allocated.

| UGA Employment Allocation Proposal |
|-----------------------------------|--------|
| 1 Phase I - Technical Report Medium Growth Allocation | 689 |
| 2 Phase II - Preliminary County Proposal | 890 |
| 3 Difference | 201 |
| 4 Comments: The Technical Report medium employment growth allocation is based upon the share of employment that each UGA had in 2010. The Cherry Point UGA had 2.5% of the total county-wide employment in 2010 and was assigned this percentage for the medium growth allocation. The Whatcom County Comprehensive Plan states: |

The Cherry Point Urban Growth Area (UGA) contains approximately 7,000 acres of industrial land. The land has long been planned and designated by Whatcom County for industrial development and is currently the site of three major industrial facilities including two oil refineries and an aluminum smelter... (p. 2-64).

Whatcom County Comprehensive Plan Goal 2CC is to “Maintain Cherry Point as an unincorporated urban growth area based on its unique location and characteristics and its significant contribution to the overall industrial land supply and Whatcom County’s tax base.”

Comprehensive Plan Policy 2CC-1 is to “Designate Cherry Point as a major industrial Urban Growth Area to accommodate major users that need to be located away from concentrated urban residential areas.”

The Cherry Point area has long been utilized and recognized as an important industrial area in the County. In fact, Cherry Point had 9.1% of the county-wide industrial employment in 2010. In order to preserve the land supply, opportunities for industries to locate in area, and potential employment opportunities, the proposal utilizes the Technical Report’s high employment allocation for the Cherry Point UGA.
IV. Land Capacity Analysis Overview

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II County proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the County when evaluating potential UGA boundary changes.

<table>
<thead>
<tr>
<th></th>
<th>Commercial/Industrial Land Capacity Analysis Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Employment Growth <strong>Capacity</strong></td>
</tr>
<tr>
<td>2</td>
<td>Employment Growth <strong>Allocation</strong> Proposed</td>
</tr>
<tr>
<td>3</td>
<td><strong>Surplus (Deficit)</strong></td>
</tr>
<tr>
<td>4</td>
<td>Comments: The land supply of the existing UGA can accommodate approximately 61 more jobs than allocated over the planning period. The land capacity for jobs exceeds the proposed employment growth allocation by 6.8%. Therefore, the industrial land capacity is sufficient to accommodate job growth over the planning period.</td>
</tr>
</tbody>
</table>
Urban Growth Area Review

Columbia Valley UGA
Preliminary
Growth Allocation Proposal

November 5, 2013
I.  Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area (UGA) review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

Phase I - As an initial step in this process, the cities and County jointly funded a report entitled "Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report" (BERK, 2013). This report shows how future population and employment growth would be allocated to UGAs if based primarily on historical growth shares.

Phase II - Cities and the County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. The County is proposing preliminary allocations for the Columbia Valley, Birch Bay and Cherry Point UGAs. These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.

II.  UGA Profile

The Columbia Valley is located between Sumas Mt. and Red Mt., southeast of Sumas. The Columbia Valley area was originally developed with several relatively large subdivisions to cater to a seasonal population. However, because real estate prices were affordable, the area became more attractive for full-time residents and has transitioned to a higher percentage of year-round housing.
Whatcom County designated the Columbia Valley as an Urban Growth Area (UGA) in 1999. At that time, the UGA included land along Kendall Road roughly between Limestone Road on the north and the Kendall Elementary School on the south. The UGA was reduced in size from approximately 1,489 acres to 1,156 acres in the 2009 UGA review, when properties in the Kendall area, including the elementary school, fire station and commercial land uses near the Kendall Road/Mount Baker Highway intersection, were removed from the UGA.

In the 2009 UGA review and 2011 Foothills Subarea Plan, a Planned Town Center/General Commercial area was established in a central location in the UGA. The concept of a Planned Light Impact Industrial area north of Limestone Rd. was also maintained (although this area has not yet been rezoned to Light Impact Industrial). The approximate acreages of land use designations in the current UGA are as follows:

<table>
<thead>
<tr>
<th>Designation</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planned Town Center/General Commercial</td>
<td>42</td>
</tr>
<tr>
<td>Planned Light Impact Industrial</td>
<td>38</td>
</tr>
<tr>
<td>Urban Residential (UR4) zone:</td>
<td>1,076</td>
</tr>
<tr>
<td>Total:</td>
<td>1,156</td>
</tr>
</tbody>
</table>

The Columbia Valley UGA is approximately 1.8 square miles (1,156 acres) and has an estimated 2013 population of 3,204. Developed land in the UGA is characterized by single-family residential development within the Paradise Lakes and Peaceful Valley subdivisions and recreational units in Camper’s Paradise. The East Whatcom Regional Resource Center created a focal point for the community in the Planned Town Center when it opened in 2011. The population within the current UGA boundaries for Census years and the average annual growth in previous decades are shown below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
<th>Average Annual Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990</td>
<td>454</td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>2,384</td>
<td>193</td>
</tr>
<tr>
<td>2010</td>
<td>3,061</td>
<td>68</td>
</tr>
</tbody>
</table>

Real estate in the Columbia Valley UGA is affordable and it is anticipated that residential development will continue over the planning period. However, the UGA does not have an associated commercial or industrial base to provide job opportunities close to home for the more than 3,000 residents. Therefore, the 2009 UGA review and the 2011 Foothills Subarea Plan were designed to provide opportunities for businesses to locate in the UGA by establishing land use designations that support such development.
Columbia Valley UGA – Land Use Designations
III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium growth allocations for the Columbia Valley UGA (BERK, 2013), which are based primarily upon historical population and employment shares, to the preliminary County proposal for growth allocations to the UGA.

<table>
<thead>
<tr>
<th>UGA Population Allocation Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Phase I - Technical Report Medium Growth Allocation</td>
</tr>
<tr>
<td>2 Phase II - Preliminary County Proposal</td>
</tr>
<tr>
<td>3 Difference</td>
</tr>
</tbody>
</table>

4 Comments: The Technical Report medium population growth allocation is based upon the share of growth the UGA received between 2000 and 2010. The Columbia Valley UGA had relatively high growth from 1990-2000 (193 people per year) and more moderated growth from 2000-2010 (68 people per year).

According to the Department of Energy, in the 1990s, the average annual price of gasoline in the U.S. was within a range from $1.00/gallon to $1.23/gallon. From 2000-2010, average gas prices ranged from $1.36/gallon to $3.27/gallon. Driving from the Columbia Valley UGA to downtown Bellingham is about a 50-mile round trip. Lower gas prices may have been a contributing factor, in combination with affordable lots that were readily available, to the rapid development that occurred in the Columbia Valley UGA in the 1990s.

The Technical Report medium growth allocation equates to an additional 58-59 people per year in the Columbia Valley UGA from 2013-2036. While this is lower than the numerical growth experienced over the last several decades, it is a reasonable projection of future growth given the distance to major employment centers, potential gas prices in the future and the land supply available to accommodate growth. Therefore, the proposal utilizes the Technical Report medium population growth allocation for the Columbia Valley UGA.
**UGA Employment Allocation Proposal**

<table>
<thead>
<tr>
<th></th>
<th>Phase I - Technical Report Medium Growth Allocation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>22</td>
</tr>
<tr>
<td>2</td>
<td>Phase II - Preliminary County Proposal</td>
<td>359</td>
</tr>
<tr>
<td>3</td>
<td>Difference</td>
<td>337</td>
</tr>
</tbody>
</table>

4 Comments: The Technical Report medium employment growth allocation is based upon the share of employment that each UGA had in 2010. The Columbia Valley UGA has not historically had much employment. However, in the 2009 UGA review, the Whatcom County Comprehensive Plan allocated 359 new jobs to the Columbia Valley UGA and a General Commercial zoning district was established. The Foothills Subarea Plan, adopted in 2011, also designated an area north of Limestone Rd. as “Planned Light Impact Industrial.”

The vision statement in the Foothills Subarea Plan states, in part: “... The Columbia Valley will become a fully-served urban area set within this rural context, providing a range of shopping, housing, and employment opportunities and accommodating the majority of new Foothills residents...” (p. 2-6). The Subarea Plan also contains the following goal and policy:

**Goal LU4** – Provide for increased employment opportunities in the Foothills.

**Policy LU4A** - Encourage development of light impact industrial or business park land uses in the Columbia Valley UGA in areas planned for light impact industrial uses.

If the Technical Report medium growth allocation of 22 jobs were adopted, the Columbia Valley would add about 1 job for every 61 new people over the planning period. This ratio would represent substantially fewer jobs per person than the medium allocation for all other UGAs. The Foothills Subarea Plan indicates that many Foothills residents must commute 30 minutes or more to western Whatcom County to work (p. 7-1). The Subarea Plan also indicates that the Planned Town Center/General Commercial zone and the Planned Light Impact Industrial area were intended to boost economic development in the Columbia Valley UGA (p. 7-5). However, allocating only 22 jobs (approximately one job a year over the 20+ year planning period) may lead to a reduction in the General Commercial zone and/or Planned Light Impact Industrial designation, contrary to the Subarea Plan.

In order to preserve the General Commercial and Planned Light Impact Industrial land supply, opportunities for businesses to locate in the Columbia Valley UGA, and potential employment opportunities, staff recommends maintaining the employment allocation of 359 jobs that is in the current Whatcom County Comprehensive Plan.
IV. Land Capacity Analysis Overview

A land capacity analysis compares the proposed growth allocations to the capacity of the UGA to accommodate growth. The land capacity analysis is an important tool for sizing UGAs. Preliminary land capacity analysis results for the Phase II County proposal, based upon existing UGA boundaries, are shown below. A surplus or deficit will be considered by the County when evaluating potential UGA boundary changes.

### Residential Land Capacity Analysis Results

<table>
<thead>
<tr>
<th></th>
<th>Population Growth <strong>Capacity</strong> of existing UGA</th>
<th>1,377</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>Population Growth <strong>Allocation</strong> Proposed</td>
<td>1,345</td>
</tr>
<tr>
<td>3</td>
<td><strong>Surplus (Deficit)</strong></td>
<td>32</td>
</tr>
<tr>
<td>4</td>
<td>Comments: The land supply of the existing UGA can accommodate 32 more people than allocated over the planning period. The residential land capacity exceeds the proposed population growth allocation by 2.4%. Therefore, the land capacity is sufficient to accommodate the proposed population growth allocation over the planning period.</td>
<td></td>
</tr>
</tbody>
</table>

### Commercial/Industrial Land Capacity Analysis Results

<table>
<thead>
<tr>
<th></th>
<th>Employment Growth <strong>Capacity</strong></th>
<th>367</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Employment Growth <strong>Allocation</strong> Proposed</td>
<td>359</td>
</tr>
<tr>
<td>3</td>
<td><strong>Surplus (Deficit)</strong></td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>Comments: The land supply can accommodate 8 more jobs than allocated over the planning period. The land capacity for commercial and industrial jobs exceeds the proposed employment growth allocation by 2.3%. Therefore, the commercial and industrial land capacity is sufficient to accommodate the proposed job growth allocation over the planning period.</td>
<td></td>
</tr>
</tbody>
</table>
Urban Growth Area Review

Non-UGA Area
Preliminary
Growth Allocation Proposal

December 2, 2013
Adjusted January 2014 per Blaine’s revised proposal
I. Introduction

Growth Management Act (GMA) planning goal 11 requires coordination between jurisdictions in the planning process (RCW 36.70A.020(11)). Additionally, the GMA indicates that county and city comprehensive plans must be coordinated and consistent when they share common borders or related regional issues (RCW 36.70A.100). Therefore, Whatcom County and the cities are undertaking a joint planning process to allocate population and employment growth in association with the urban growth area (UGA) review, which must be completed by June 2016 (RCW 36.70A.130).

The population and employment growth allocation process is being undertaken in several phases.

Phase I - As an initial step in this process, the cities and County jointly funded a report entitled “Whatcom County Population and Employment Projections and Urban Growth Allocations – Phase I Technical Report” (BERK, 2013). This report shows how future population and employment growth would be allocated to UGA’s and the remainder of the County if based primarily on historical growth shares.

Phase II - Cities and the County are not required to plan for the future based solely upon past trends. Local government goals and policies, public input, infrastructure availability, land capacity, and other factors are also taken into consideration. Existing interlocal agreements indicate that the County and cities will work together to develop proposed population and employment allocations to UGAs. At the request of the County, each city is developing recommended population and employment allocations for their respective UGAs. The County is proposing preliminary allocations for the Columbia Valley, Birch Bay, and Cherry Point UGAs, as well as the remainder of the County outside the UGA’s (the latter is the focus of this report). These recommendations will be subject to public review prior to consideration of a non-binding multi-jurisdictional resolution relating to preliminary growth allocations by the County Council and seven cities councils in 2014.

The preliminary growth allocations approved in the multi-jurisdictional resolution would provide a common starting point for conducting environmental review, further analyzing land capacity, developing draft land use planning proposals, transportation modeling and developing draft capital facility plans. Final growth allocations would be adopted in the 2016 Comprehensive Plan update.

II. Discussion

During this allocation process, as growth is allocated to the UGA’s, the remainder of the County’s growth is allocated to the areas not designated in the Whatcom County Comprehensive Plan for urban growth. The non-UGA areas are the lands
designated for resource and rural uses (including the “LAMIRD”\(^1\) designations of Rural Community, Rural Tourism, and Rural Business).

The first goal of the GMA is to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.” Goal 2DD-1 of the Whatcom County Comprehensive Plan states, in part, “Concentrate growth in urban areas per the population projections in Chapter 1 of this plan, and recognize rural lands as an important transition area between urban areas and resource areas.”

Table 4 in the current Comprehensive Plan’s Chapter 1 allocates a population growth of 8,300 to the areas outside the UGA’s in the 21-year period between 2008 and 2029. This allocation represents about 15% of the countywide projected population growth of 56,755 during that same period. BERK’s 2013 Phase I Technical Report (Exhibit 7) estimates the actual share of population growth that went to the non-UGA area was about 29% in the 1990-2000 decade and 24% in 2000-2010.

Comprehensive Plan Policy 2DD-1 requires the County to annually “publish a report that monitors residential development outside the outside the urban growth areas during the previous year and compares that data with the adopted population growth projection for those areas. If it is apparent that growth occurring outside the urban growth areas is inconsistent with adopted projections, the County shall take action to address the discrepancy.” In January 2013 PDS published the required monitoring report, which estimated that based on building permit activity over the past five years, non-UGA population growth has been below the Comprehensive Plan’s population allocation during that period.

Employment growth allocated to the non-UGA area would take place either as infill within commercial or industrial portions of LAMIRDS, as rural cottage industries, or as agricultural and forestry jobs that are not captured in the urban employment allocations. Currently the Comprehensive Plan allocates an employment growth figure of 2,276 to the non-UGA area between 2008 and 2029, about 7% of the county-wide employment growth projection of 33,188.

### III. Preliminary UGA Growth Allocation Proposal

This section of the report compares the Phase I Technical Report medium growth allocations for the non-UGA Area (BERK, 2013), which are based primarily upon historical population and employment shares, to the preliminary County alternatives for growth allocations to the area. Based on historical trends, the Phase I report’s medium allocations for the non-UGA area is 16,319 for population (about 24% of the county-wide medium growth projection) and 3,969 for employment (about 14% of the county-wide medium employment growth projection).

\(^1\) Limited Area of More Intensive Rural Development, per RCW 36.70A.070(5)(d)
Population
For most of the UGA’s, the requested population allocation is higher than the BERK Phase I technical allocations, leaving a population allocation for the non-UGA area that is well below historic trends. If all the requested population growth allocations are subtracted from the OFM medium county-wide population projection of 68,111, the remainder left for non-UGA population growth is 4,547 (see the “Phase II with OFM Medium County-wide” figures in the table below). This represents a 7% proportion of the county-wide growth, which is significantly below the historic proportion (29% in the 1990’s decreasing to 24% in the 2000’s) and the current Comprehensive Plan’s allocated non-UGA growth share of 15%. It is important to remember that Comprehensive Plan Policy 2DD-1, as discussed above, requires the County to take action to keep non-UGA growth consistent with the adopted population allocation.

In the charts below, Whatcom County PDS staff has proposed three alternatives that keep the currently requested growth projections for the UGA’s but increase the county-wide allocation above the OFM Medium. Under all three alternatives, the proportion of non-UGA growth would continue its historic trend downward. Alternative 1 would allocate 13.5% of the county-wide population growth to the non-UGA area, consistent with the Puget Sound Partnership Action Agenda’s recommendation for Puget Sound counties to set a goal of 86.5% of growth to urban areas. Alternative 2 would allocate 15% to the non-UGA area, which is about the same percentage allocated in the current Comprehensive Plan. Alternative 3 would allocate 18% to the non-UGA area, which would continue the downward trend in the proportion of growth estimated to have occurred in the 1990’s and 2000’s. Additional alternatives could be developed by reducing allocations for UGA’s instead of, or in addition to, increasing the county-wide population projection.

<table>
<thead>
<tr>
<th>Non-UGA Population Allocation Proposal²</th>
<th>County Total</th>
<th>Non-UGA</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Phase I - Tech. Report Med. Growth Allocation</td>
<td>68,111</td>
<td>16,319</td>
<td>24.0%</td>
</tr>
<tr>
<td>2 Phase II – With OFM Medium County-wide</td>
<td>68,111</td>
<td>4,547</td>
<td>6.7%</td>
</tr>
<tr>
<td>Phase II – Prelim. Proposal – Alternative 1</td>
<td>73,484</td>
<td>9,920</td>
<td>13.5%</td>
</tr>
<tr>
<td>Phase II – Prelim. Proposal – Alternative 2</td>
<td>74,781</td>
<td>11,217</td>
<td>15.0%</td>
</tr>
<tr>
<td>Phase II – Prelim. Proposal – Alternative 3</td>
<td>77,517</td>
<td>13,953</td>
<td>18.0%</td>
</tr>
</tbody>
</table>

³ Comments: All three Preliminary Proposal alternatives assume retaining the requested population allocations for UGAs but increasing the overall countywide projection above the OFM medium 68,111. Alternative 2 would allocate 15% of county-wide growth to the non-UGA area (consistent with the current Comprehensive Plan’s proportion), and increase the county-wide projection to 75,250 (10.5% above the OFM medium of 68,111).

² Adjusted January 2014 per Blaine’s revised proposal.
**Employment**

As with the population allocations, the UGA’s have a proposed employment allocation higher than the BERK Phase I allocations. These requested employment allocations for the UGA’s totals 33,018. Thus, if the County were to adhere to the county-wide BERK medium employment projection of 27,518, there would be a *negative* employment growth projection for the non-UGA area.

The three alternatives prepared by PDS staff below increase the county-wide employment projection in order to allocate positive employment growth to the non-UGA area. Alternative 1 proposes an allocation that represents 7% of the BERK high county-wide allocation, consistent with the current Comprehensive Plan’s proportion of employment allocated to the non-UGA area. Alternatives 2 and 3 show a non-UGA employment allocation equal to the BERK low and medium projections, respectively. As with the population allocation, additional alternatives could be developed by reducing allocations for UGA’s instead of, or in addition to, increasing the county-wide employment projection.

<table>
<thead>
<tr>
<th>Non-UGA Employment Allocation Proposal3</th>
<th>County Total</th>
<th>Non-UGA</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase II – With BERK Medium County-wide</td>
<td>27,518</td>
<td>-5,310</td>
<td>-19.0%</td>
</tr>
<tr>
<td>Phase II – Prelim. Proposal – Alternative 1</td>
<td>35,300</td>
<td>2,472</td>
<td>7.0%</td>
</tr>
<tr>
<td>Phase II – Prelim. Proposal – Alternative 2</td>
<td>36,219</td>
<td>3,201</td>
<td>8.8%</td>
</tr>
<tr>
<td>Phase II – Prelim. Proposal – Alternative 3</td>
<td>36,987</td>
<td>3,969</td>
<td>10.7%</td>
</tr>
</tbody>
</table>

3 Comments: All three Preliminary Proposal alternatives assume retaining the requested employment allocations for UGAs but increasing the overall countywide projection above the BERK medium 27,518. Alternative 1 would allocate 7% of county-wide employment growth to the non-UGA area (consistent with the current Comprehensive Plan’s proportion), and increase the county-wide projection to 35,450 (29% above the BERK medium of 27,518). Alternatives 2 and 3 show a non-UGA employment allocation equal to the BERK low and medium projections, respectively.

**IV. Land Capacity**

The GMA requires a study of growth capacity within UGA’s but not outside the UGA’s. Given the geographic size of Whatcom County outside the UGA’s, there will likely be an excess of population growth capacity whatever the final non-UGA growth allocations are. The purpose of the monitoring and action requirements of

3 Adjusted January 2014 per Blaine’s revised proposal.
Policy 2DD-1 (discussed above) is to keep growth in this area from exceeding its planned allocation. This issue was the subject of a petition to the Growth Management Hearings Board and is discussed in detail in the Board’s January 4, 2013 Compliance Order (pp. 23-28), where the Board found “the annual review process undertaken in Policy 2DD-1 is a ‘measure to contain and control rural development’ that complies with RCW 36.70A.070(5)(c)(i).” The Board’s decision has been appealed to the Court of Appeals.
**TITLE OF DOCUMENT:**
Discussion regarding potential property acquisition for the Flood Control Zone District

**ATTACHMENTS:**
None

**SEPA review required?** ( ) Yes ( x ) NO  
**SEPA review completed?** ( ) Yes ( x ) NO

**Should Clerk schedule a hearing?** ( ) Yes ( x ) NO  
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**  
**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.*
WHATCOM COUNTY COUNCIL  
Committee Of The Whole  

January 14, 2014  

CALL TO ORDER  

Councilmember Carl Weimer called the meeting to order at 6:18 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Pete Kremen and Carl Weimer  
Absent: Ken Mann  

COMMITTEE DISCUSSION  

1. ANNUAL REORGANIZATION OF THE WHATCOM COUNTY COUNCIL (AB2014-021)  

County Council Chair  

Crawford moved to nominate Weimer.  

The motion carried by the following vote:  
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)  
Nays: None (0)  
Absent: Mann (1)  

County Council Vice-Chair  

Crawford moved to nominate Mann.  

The motion carried by the following vote:  
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)  
Nays: None (0)  
Absent: Mann (1)  

Executive Pro-Tempore  

Crawford withdrew his name from consideration and moved to nominate Kremen.  

The motion carried by the following vote:  
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)  
Nays: None (0)  
Absent: Mann (1)
Finance and Administrative Services Committee

Brenner withdrew her name from consideration.

**Crawford moved** to nominate Buchanan, Crawford, and Weimer by acclamation.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Planning and Development Committee

**Crawford moved** to nominate Brenner, Mann, and Browne by acclamation.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Public Works, Health, and Safety Committee

**Crawford moved** to nominate Brenner, Mann, and Kremen by acclamation.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Natural Resources Committee

**Kremen moved** to nominate Weimer, Buchanan, and Crawford by acclamation.

**Crawford suggested a friendly amendment** that Buchanan and Weimer also service as the committee representatives on the Lake Whatcom Policy Group.

**Kremen accepted** the friendly amendment.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Bellingham International Airport Advisory

**Buchanan moved** to nominate Browne.

The motion carried by the following vote:
Ayes:  Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Council of Governments

Brenner moved to nominate Kremen and Buchanan by acclamation.

The motion carried by the following vote:

Ayes:  Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Kremen moved to nominate Crawford and Browne as the designated alternates.

The motion carried by the following vote:

Ayes:  Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Birch Bay Shellfish Protection District Advisory Committee

Kremen moved to nominate Weimer.

The motion carried by the following vote:

Ayes:  Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Developmental Disabilities Board

Kremen moved to nominate Weimer.

The motion carried by the following vote:

Ayes:  Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Drayton Harbor Shellfish Protection District

Brenner moved to nominate Weimer.

The motion carried by the following vote:

Ayes:  Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Flood Control Zone District Advisory Committee
**Kremen moved** to nominate Browne.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

**Intergovernmental Tribal Relations Committee**

Kremen withdrew his name from consideration.

Crawford withdrew his name from consideration.

Brenner stated she’s been on this committee, although it’s never met. She’s spent time with the new tribal chair. She would like to continue.

Buchanan stated that as a person of Native American descent, he is interested in staying connected with the local tribes.

Browne stated he is very interested in the position.

Brenner withdrew her name from consideration.

Brenner stated she would like to include her name for consideration.

*(Clerk’s Note: There were no nominations. A hand vote was taken, and the individual vote results were not announced. There were two votes for Councilmember Browne, four votes for Councilmember Brenner, and six votes for Councilmember Buchanan.)*

The Committee appointed Councilmembers Brenner and Buchanan.

**Integrated Behavioral Health Advisory Board**

**Buchanan moved** to nominate Brenner.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

**Law Enforcement Officers and Fire Fighters (LEOFF) Board**

**Buchanan moved** to nominate Mann.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Local Emergency Planning Committee

Kremen withdrew his name from consideration.

Buchanan withdrew his name from consideration.

Weimer moved to nominate Crawford.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Marine Resources Committee

Brenner moved to nominate Weimer.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Emergency Medical Services (EMS) Oversight Board

Brenner moved to nominate Buchanan.

Crawford asked if there is a schedule for this Board. He would be very interested in this if his schedule allows him to make the meetings.

Buchanan stated he served close with this group when he was on the City Council.

Crawford stated the next two years will be critical. The County perspective is very different from the City perspective.

Kremen moved to nominate Crawford as the primary representative and Buchanan as the alternate.

Kremen’s motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

North Sound Mental Health Administration

Kremen moved to nominate Mann.
The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
**Nays:** None (0)
**Absent:** Mann (1)

Northwest Clean Air Agency

Kremen withdrew his name from consideration.

Weimer withdrew his name from consideration.

**Kremen moved** to nominate Browne.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
**Nays:** None (0)
**Absent:** Mann (1)

Northwest Regional Council

**Brenner moved** to nominate Mann.

Crawford stated there may be a conflict of interest since Councilmember Mann is also on the LEOFF Board, which contracts with the Northwest Regional Council.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
**Nays:** None (0)
**Absent:** Mann (1)

Opportunity Council

**Crawford moved** to nominate Mann.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
**Nays:** None (0)
**Absent:** Mann (1)

Portage Bay Shellfish Protection District

**Kremen moved** to nominate Weimer.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
**Nays:** None (0)
**Absent:** Mann (1)
Public Defense Advisory

Kremen moved to nominate Brenner.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Public Health Advisory Board

Kremen moved to nominate Buchanan.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Solid Waste Advisory Committee

Kremen moved to nominate Brenner.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

WSAC Legislative Steering Committee

Brenner moved to nominate Kremen.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Whatcom Transit Authority

Buchanan withdrew his name from consideration and moved to nominate Kremen.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

OTHER BUSINESS
Dana Brown-Davis, Clerk of the Council, referenced the email she sent to the
councilmembers regarding the roll call issue.

Buchanan stated just change it every time so someone doesn't always have to vote
first or vote last.

Brenner asked if it is easier for the Clerk to call roll the same way. Brown-Davis
stated she used to read the names from her list without any order. The State Auditor told
her there should be a system for calling roll. That’s when she started calling roll in
alphabetical order. The State Auditor wants a consistent system used for every meeting so
they can see that the person calling roll hasn’t purposely called someone last.

**Kremen moved** to approve the Clerk’s proposal.

Browne stated he suggested an alternative of finding a way to randomly pick each
person.

Weimer stated he supports the Clerk’s proposal.

Crawford asked if a councilmember is able to defer his or her vote until other
councilmembers have voted. Brown-Davis stated she will look into whether that is an
option.

**Weimer restated the motion** to approve the Clerk’s proposal to begin calling roll in
alphabetical order, and then rotate down the list from there.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Crawford asked the date of the Council retreat. Brown-Davis stated it hasn’t been
scheduled, but it will be on a Tuesday.

**ADJOURN**

The meeting adjourned at 6:47 p.m.

The Council approved these minutes on ______ 2014.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair
WHATCOM COUNTY COUNCIL
Regular County Council

January 14, 2014

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:00:43 PM)

Present:  Barbara Brenner, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.
Absent:  Ken Mann.

FLAG SALUTE

ANNOUNCEMENTS

Weimer announced the results of the annual reorganization of the Whatcom County Council (AB2014-021) during the Committee of the Whole meeting.

MINUTES CONSENT

(7:02:50 PM)

Kremen moved to approve the Minutes Consent items.

The motion carried by the following vote:

Ayes:  Brenner, Crawford, Weimer and Kremen (4)
Nays:  None (0)
Absent:  Mann (1)
Abstains:  Browne and Buchanan (2)

1.  SPECIAL COMMITTEE OF THE WHOLE FOR NOVEMBER 12, 2013
2.  REGULAR COUNTY COUNCIL FOR NOVEMBER 26, 2013
3.  REGULAR COUNTY COUNCIL FOR DECEMBER 10, 2013

OPEN SESSION
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

(7:03:46 PM)

The following people spoke:

- Bob Seaman submitted handouts and spoke about the Ferndale school bond.
- Kris Halterman spoke about funding to pursue the lawsuit regarding wells.
- Bill Clothier spoke about pursuing the lawsuit regarding wells.
- Sy Eldred spoke about pursuing the lawsuit regarding wells and moving county offices from Northwest Road to downtown Bellingham.
- Therese VanAsh spoke about population projections and flood zones for the county and cities.
- Linda Twitchell, Building Industry Association, spoke about pursuing the lawsuit regarding wells.
- Debbie VanBeek spoke about pursuing the lawsuit regarding wells.
- Ronna Lurch spoke about pursuing the lawsuit regarding wells.
- John Sands spoke about pursuing the lawsuit regarding wells.
- Patrick Alesse spoke about the importance of water planning.
- Kevin VanBeek spoke about pursuing the lawsuit regarding wells.
- Karen Brown spoke about funding for the Planning Unit and announced a well owners caucus meeting.
- Matthew Goggins spoke about pursuing the lawsuit regarding wells.
- Tom Fenton spoke about the abundance of fish in Bellingham Bay.
- Craig Parkinson spoke about pursuing the lawsuit regarding wells.
- John Strong spoke about pursuing the lawsuit regarding wells.

OTHER ITEMS

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN WHATCOM COUNTY AND BELLINGHAM FOOD BANK FOR THE PROVISION OF COLLECTING AND DISTRIBUTING FOOD TO LOCAL WHATCOM COUNTY FOOD BANKS IN THE AMOUNT OF $58,000 (AB2014-035) (7:34:09 PM)

Kremen moved to approve the request.

The motion carried by the following vote:

Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Absent: Mann (1)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AUTHORIZE ACCEPTANCE OF MIDWEST EMPLOYERS STOP-LOSS POLICY FOR INSURANCE PROTECTION FOR THE SELF-INSURED WORKERS’ COMPENSATION PROGRAM FOR 2014 (AB2014-036) (7:34:39 PM)

Brenner moved to approve the request.

The motion carried by the following vote:

Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Absent: Mann (1)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTH SOUND MENTAL HEALTH ADMINISTRATION FOR CRISIS RESPITE TRIAGE CENTER AND OPERATION OF THE RAINBOW RECOVERY CENTER IN THE AMOUNT OF $217,789 (AB2014-037) (7:35:09 PM)

Buchanan moved to approve the request.

The motion carried by the following vote:
- Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
- Nays: None (0)
- Absent: Mann (1)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND CITY OF BELLINGHAM FOR USE OF THE PLANTATION RIFLE RANGE BY BELLINGHAM POLICE DEPARTMENT (AB2014-038) (7:35:34 PM)

Brenner moved to approve the request.

The motion carried by the following vote:
- Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
- Nays: None (0)
- Absent: Mann (1)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY SHERIFF’S OFFICE – DIVISION OF EMERGENCY MANAGEMENT AND WASHINGTON STATE DEPARTMENT OF HOMELAND SECURITY AND SNOHOMISH COUNTY FOR THE PURPOSE OF SUPPORTING COMMUNITY PREPAREDNESS FOR CATASTROPHIC EVENTS AND TERRORISM IN THE AMOUNT OF $66,764 (AB2014-039) (7:35:55 PM)

Buchanan moved to approve the request.

The motion carried by the following vote:
- Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
- Nays: None (0)
- Absent: Mann (1)

INTRODUCTION ITEMS

(7:36:31 PM)

Brenner moved to accept Introduction Items one and two. She asked why the Slater Road project was removed. Don’t hold up that project.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Absent: Mann (1)

1. ORDINANCE AMENDING THE WHATCOM COUNTY COMPREHENSIVE PLAN AND MAPS, TO IMPLEMENT CHANGES RELATING TO RURAL LAND USE PLANNING (AB2014-040)

2. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, FOURTH REQUEST, IN THE AMOUNT OF $775,964 (AB2014-041)

3. ORDINANCE ESTABLISHING A PROJECT-BASED BUDGET AND FUND FOR THE PORTAL WAY/DAKOTA CREEK BRIDGE NO. 500 SEISMIC RETROFIT PROJECT (AB2014-042)

This item was withdrawn from the agenda.

4. ORDINANCE ESTABLISHING A PROJECT-BASED BUDGET AND FUND FOR THE SLATER ROAD INTERSECTIONS, IMHOFF, AND FERNDALE ROADS PROJECT (AB2014-043)

This item was withdrawn from the agenda.

OTHER BUSINESS

(7:37:52 PM)

Brenner submitted a handout and asked councilmembers to send a letter supporting the payment in lieu of taxes (PILT) funding. Most of the land is not taxable. This funding offsets that issue and helps fund the Mt. Baker School District. It’s important to support PILT funding. The more signatories the better. Councilmember Kremen and Executive Louws already sent information. Council signatures matter.

Jack Louws, County Executive, stated PILT payments equals about $1.5 million for the county’s general fund. The federal government has contributed this payment for many years. It didn’t make the appropriations committee last week. There is a big push to attach this to the farm bill. He’s talked to Senators Murray and Cantwell, Congressman Larson, and Congresswoman DelBene. He sent information on the impact to Whatcom County if the federal government doesn’t award those funds for 2014. Senators and members of the western states are meeting to try and push it through. They are working on it and doing everything they can. The National Association of Counties (NaCO) and other organizations are also working on it. Using this money would have a detrimental impact primarily on law enforcement in Whatcom County.

Crawford asked to whom the letter would be sent.

Kremen listed the members of the appropriations committee, who should receive the letter. This is a major issue for almost all counties in Washington State. Washington D.C. has been dysfunctional the last few months. It’s difficult to get anything through. He
already sent his letter of support. It would help strengthen their position to send a letter from all councilmembers.

**Crawford moved** to send the letter as the Whatcom County Council via the Chair.

Brenner stated she supports the motion, but councilmembers should also send individual letters. NaCO is still contacting the councilmembers to get this done.

Weimer stated they can send the letter via fax.

Crawford asked if anyone has tried to calculate the property tax the County misses out on because it doesn’t collect taxes on those lands.

Kremen stated that number hasn’t ever been calculated. It would far exceed $1.5 million. That money is extremely important, especially for the criminal justice system. The Council ought to send a joint letter, and individual councilmembers should send their own letters also.

The motion carried by the following vote:

**Ayes:** Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)

**Nays:** None (0)

**Absent:** Mann (1)

**REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS**

*(7:48:37 PM)*

Kremen reported he attended the Washington State Association of Counties Legislative Steering Committee meeting in Olympia, during which the committee discussed its priorities for the Association of Counties. They spoke to several legislators, lobbyists, and others. There seems to be a consensus on the priorities. They don’t expect the legislature to do much this session because it’s an election year. The political climate in Olympia is polarized. The Senate is a majority for Republicans, and the House is controlled by the Democrats. The Governor is a Democrat.

Regardless, the Association’s priorities include funding for mental health services, protecting shared revenues, and making sure the counties receive a significant portion of revenue from marijuana sales. The counties will ultimately be responsible for any broken laws regarding marijuana sales and use.

The last priority of the Association is readdressing Growth Management Act (GMA) language and rural domestic water. He gave a report to the Steering Committee about what is happening in Whatcom County. There was unanimous support to urge Whatcom County to continue the appeal process with the Hearings Board.

Brenner stated many other state and national organizations have put in time and resources to work on the appeal. It behooves the County to follow through with it. The County will save money because the best legal minds will be working on this.
She reported that she attended the annual installation of officers at the Whatcom County Association of Realtors, which honors certain people in the community. The citizen honored at the ceremony was former councilmember Seth Fleetwood.

Weimer reported that an appeal has been filed to the Growth Management Hearings Board on the slaughterhouse ordinance. He and Councilmember Mann will bring forward a potential interim ordinance at the next meeting to slightly change the ordinance and avoid having to spend any money on that appeal.

Browne reported he is honored to serve on the Council.

Buchanan reported it will be an honor to work with councilmembers, the Executive, and the administration and to serve all the residents of the county.

ADJOURN

The meeting adjourned at 7:56 p.m.

The Council approved these minutes on ______________, 2014.

ATTEST:  WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Pete Kremen and Carl Weimer

Absent: Ken Mann

SURFACE WATER WORK SESSION (AB2014-024)

1. PROGRAM UPDATES

Water Resources Database and Six-Year Water Resources Improvement Plan

Roland Middleton, Public Works Department, submitted a list of programs in the water resources database and the six-year water resources improvement plan (on file). Any changes to the six-year water resources improvement plan will be done by Council resolution. Projects are ranked by specific benefit to the County. The Council sets the priorities. The ranks are based on habitat, public safety and welfare, recreation, and other criteria. Some projects have funding, but are not done in order of ranking. Some projects are required by law, but don’t have a high priority. For other projects, the Council decided they were priorities. This spring, a supplemental budget request will come forward with a new resolution to amend the six-year program to add a couple of projects and get funding.

Browne asked if the programs have no capital component. Middleton stated that is correct.

Weimer asked about level of service for water programs and if they will be able to more accurately understand where the County is at with implementation. Middleton stated he will work on that soon and get back to the Council.

Kremen asked the total cost estimate for accomplishing everything in the database. Middleton stated it is about $342 million. When a plan comes to the Council for adoption, he has to put the project through the system and include it in the database. The County did a lot of planning in the 1980’s and 1990’s. This is the list of all those plans and ideas.

Browne asked what on the six-year program is funded. Middleton stated that information is on the handout.
Brenner asked why the Lincoln Road project is not on the plan. Middleton stated it’s
on the road plan, not the water resources plan.

Weimer stated level of service is important because the current level of spending was
$4.8 million on water programs. The Council considered increasing the expenditures to $11
million to $14 million per year to start working through the items on the chart.

Browne asked if the projects are maintenance or improvement projects. Middleton
stated they are both. The capital improvement projects are improvements and include the
Birch Bay stormwater program, river and flood program, and natural resources program.
The Council will debate the level of those improvements during the budget process. The
County has been fortunate to receive grants for projects.

Kremen stated in the future, the prospects of getting grant money won’t be as
optimistic as it has been in the past. They must be prepared for more competition for less
money in the future. Middleton stated they are approaching the point where they are
spending more than is coming in.

Browne asked how much it costs to maintain the current level of service. Middleton
stated they will bring that information forward during the budget process.

Stormwater Work Program

Kirk Christensen, Public Works Department, submitted and read from a presentation
(on file).

Brenner asked if some of the funding for stormwater comes from the road fund.
Christensen stated not presently. Some projects such as Cable Street combine road and
stormwater aspects. The road fund will help pay for that. He continued the presentation.

Crawford asked what the $850,000 for Academy pays for.

Kremen stated $500,000 was just for property acquisition.

Crawford asked what project is on Academy. Christensen stated the City purchased
property on the lake. The County is paying for the design, for which the County will likely
be reimbursed. They’re hoping to get a grant with the City for construction. If not, they’ll
have to decide how it will be funded. Construction is just a treatment plant at the vacant
lot.

Crawford asked about water coming down through the neighborhood, and if that
problem is mitigated. Christensen stated the City is sorting out that issue.

Jon Hutchings, City of Bellingham, stated the City has a project in that neighborhood
that involves upgrading stormwater facilities. There are also private property issues. He
will get back to the Council with details.

Crawford stated he thought the problem was a way of dealing with a storm event
and there was controversy over who is responsible for fixing the problem.
Christensen continued the presentation showing photos of various construction projects.

Brenner asked for an update on the Trillium property water that is falling into the road, which is flowing into and eroding a neighboring property. Christensen stated they are working on the problem. They are hoping the State Department of Natural Resources (DNR), Birch Bay Watershed and Aquatic Resources Management (BBWARM) district, and others will chip in to fix the problem. He continued the presentation on the Lake Samish Stormwater Plan.

Brenner asked if they’ve made any changes since adoption and more community outreach. Christensen stated he called the concerned citizens, but they haven’t responded. Once adopted, the capital projects will be included in the water resources database and staff will be able to apply for grant funds. Adoption doesn’t mean the County will tax the watershed residents. That would be a separate step if the community asks for it, similar to Birch Bay.

Brenner stated there are many more people in Birch Bay. Christensen stated a Lake Samish district would not generate the same amount of money as the Birch Bay district.

Browne asked how they decide to set up a new taxing district. Christensen stated the community decides to set up a new taxing district.

Browne asked the County’s responsibility versus the community’s responsibility to address the issue. Middleton stated funds that go toward the water resources program are from the flood control zone district fund. The Birch Bay community wanted several projects done in Birch Bay. Compared to other places in the county, those projects weren’t the highest priority. The community decided to tax itself with a flood subzone and keep the funds in Birch Bay. The people of Lake Samish can choose to do the same, but it’s a very different and much smaller community. The tax would have to be much higher to get anything done. The plan provides some of those funding opportunities, but it doesn’t establish a tax fund. That is a separate action. Staff hopes to adopt the plan so the projects and programs are on the table and they may start discussing how to fund them. The County’s obligations are through the national pollution discharge elimination system (NDPES) program, total maximum daily load (TMDL) permit, or other things required by the Clean Water Act. The County is not required to do much after that, but it has a stewardship responsibility to get stormwater as clean as it can. Lake Samish is a drinking water source. This stormwater plan helps water quality for that isolated watershed.

River and Flood

Paula Cooper, Public Works Department, submitted and read from a presentation (on file). She described the flood mapping project, lower Canyon Creek project, Deming levee project, Jones Creek project in Acme, and county levee inspections and system wide improvement framework with the Army Corps of Engineers and other agencies.

Natural Resources

This item was not discussed.
2. PROPOSED CHANGES TO THE AQUATIC INVASIVE SPECIES PROGRAM AND
ORDINANCE

Gary Stoyka, Public Works Department, submitted and read from a presentation (on
file) and submitted handouts (on file).

Crawford asked if home inspections would be done for non-motorized boats. Stoyka
stated they talked about doing neighborhood inspections for a group of people who live in
the same area.

Clare Fogelsong, City of Bellingham, stated some people with non-motorized boats
don’t have racks to transport them to Bloedel Donovan. They are considering having a
minimum number of non-motorized boat inspections in one area for staff to come do an
inspection.

Brenner stated non-motorized inspections aren’t as important as getting the pass.
Fogelsong stated to stay true to the concept of getting an inspection before a sticker, treat
everyone the same. This is a test year to see what the demand will be.

Browne stated he supports education first. He asked what part of the small
watercraft is a concern during inspection. Stoyka stated anywhere in the boat where water
gets in is a concern.

Browne asked if someone has to go through this if they use the boat only on Lake
Whatcom. Fogelsong stated it is a fairness issue of how they make sure it’s true when
people claim they only use their boats on the lake. He tends to believe most people most of
the time, but they’re trying to put together a program that treats everyone the same. It’s
difficult to have an arbitrary, subjective standard for deciding who gets inspected and who
doesn’t.

Stoyka continued the presentation regarding an online aquatic invasive species (AIS)
education course and 2014 proposed program modifications and proposed costs.

Crawford stated he hopes the cost remains the same for the County. The County
has had issues with the City in the past, when the City starts charging fees for various
things such as the Mayor’s Office. He hopes they don’t see an increase for those reasons.

Brenner stated she doesn’t understand the increased costs for inspectors. Stoyka
stated the estimates are from the City. There will be an increased amount of inspection
hours, because there will be more boats to inspect.

Kremen stated the City has a formula for charging fees to the Mayor’s and City
Council’s offices for programs, even if they have nothing to do with program
implementation. He asked if Whatcom County would be charged for those line items.
Stoyka stated he doesn’t believe those costs are in any of the estimates.

Crawford stated there is a $40,000 line item for other administration.

Weimer asked the County’s cost for 2014. Stoyka stated the County has budgeted
$70,000 for 2014 at this time. The estimates are not refined.
Crawford stated he approves of spending $70,000.

Fogelsong stated the estimates aren’t refined. The estimated 2013 cost for inspectors was $15,000 each for the eight inspectors, totaling $120,000. The actual 2013 staff cost was $83,000. They will continue to estimate the staff costs for 2014 at $15,000 for each inspector, but expect the actual cost to be less. They are now looking at covering Lake Samish and sending people to other lakes for monitoring. That is all new work. They are trying to estimate the maximum amount so they don’t have to ask for more during the course of the year.

Stoyka stated there is a draft version of the ordinance that will implement the proposals.

Crawford stated the proposals for 2014 look good, but he wants to know how much the County and other jurisdictions will each be asked to contribute before adopting the ordinance. Stoyka stated staff is trying to coordinate the changes with the City’s changes to its ordinance.

Weimer stated he agrees with Councilmember Crawford. He supports the proposed program changes. The program will have to continually be adjusted, so the costs won’t be perfectly estimated at this point. He wants to see the contract with the City and how much it will cost.

Browne asked if other jurisdictions have an education program that the County and City can use instead of spending resources to develop their own. Stoyka stated they looked at online programs from Lake Tahoe and the State of Utah. The County is using those for a lot of the content.

Browne stated he’s concerned about tourists and asked if a training program taken in another state, for example, could apply here. Stoyka stated staff will consider it. The only programs they’re aware of are Lake Tahoe and Utah, so he’s not sure how many people would be affected.

Fogelsong stated people passing through will be surprised. He doesn’t know what the County would do about that.

Crawford stated the most unhappy feedback was from Canadian citizens.

Browne stated an unexpected $50 fee is difficult. Fogelsong stated there is a $20 day pass. Getting the word out about the requirements beyond Whatcom County isn’t a problem they know how to solve.

Stoyka stated it sounds like the Council wants the ordinance to come through the same time as the contract with the City.

Crawford asked for a better explanation on the employee costs and additional work plan.
ADJOURN

The meeting adjourned at 12:05 p.m.

The Council approved these minutes on ________________, 2014.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Committee Of The Whole

January 14, 2014

CALL TO ORDER

Councilmember Carl Weimer called the meeting to order at 6:18 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Pete Kremen and Carl Weimer
Absent: Ken Mann

COMMITTEE DISCUSSION

1. ANNUAL REORGANIZATION OF THE WHATCOM COUNTY COUNCIL (AB2014-021)

County Council Chair

Crawford moved to nominate Weimer.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

County Council Vice-Chair

Crawford moved to nominate Mann.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Executive Pro-Tempore

Crawford withdrew his name from consideration and moved to nominate Kremen.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)
Finance and Administrative Services Committee

Brenner withdrew her name from consideration.

**Crawford moved** to nominate Buchanan, Crawford, and Weimer by acclamation.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Planning and Development Committee

**Crawford moved** to nominate Brenner, Mann, and Browne by acclamation.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Public Works, Health, and Safety Committee

**Crawford moved** to nominate Brenner, Mann, and Kremen by acclamation.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Natural Resources Committee

**Kremen moved** to nominate Weimer, Buchanan, and Crawford by acclamation.

**Crawford suggested a friendly amendment** that Buchanan and Weimer also service as the committee representatives on the Lake Whatcom Policy Group.

**Kremen accepted** the friendly amendment.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Bellingham International Airport Advisory

**Buchanan moved** to nominate Browne.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Council of Governments

Brenner moved to nominate Kremen and Buchanan by acclamation.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Kremen moved to nominate Crawford and Browne as the designated alternates.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Birch Bay Shellfish Protection District Advisory Committee

Kremen moved to nominate Weimer.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Developmental Disabilities Board

Kremen moved to nominate Weimer.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Drayton Harbor Shellfish Protection District

Brenner moved to nominate Weimer.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Flood Control Zone District Advisory Committee
Kremen moved to nominate Browne.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Intergovernmental Tribal Relations Committee

Kremen withdrew his name from consideration.

Crawford withdrew his name from consideration.

Brenner stated she’s been on this committee, although it’s never met. She’s spent time with the new tribal chair. She would like to continue.

Buchanan stated that as a person of Native American descent, he is interested in staying connected with the local tribes.

Browne stated he is very interested in the position.

Brenner withdrew her name from consideration.

Kremen stated it would be nice to have one new member and one experienced member rather than have two new councilmembers.

Brenner stated she would like to include her name for consideration.

(Clerk’s Note: There were no nominations. A hand vote was taken, and the individual vote results were not announced. There were two votes for Councilmember Browne, four votes for Councilmember Brenner, and six votes for Councilmember Buchanan.)

The Committee appointed Councilmembers Brenner and Buchanan.

Integrated Behavioral Health Advisory Board

Buchanan moved to nominate Brenner.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Law Enforcement Officers and Fire Fighters (LEOFF) Board

Buchanan moved to nominate Mann.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Local Emergency Planning Committee

Kremen withdrew his name from consideration.
Buchanan withdrew his name from consideration.

Weimer moved to nominate Crawford.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Marine Resources Committee

Brenner moved to nominate Weimer.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Emergency Medical Services (EMS) Oversight Board

Brenner moved to nominate Buchanan.

Crawford asked if there is a schedule for this Board. He would be very interested in this if his schedule allows him to make the meetings.

Buchanan stated he served close with this group when he was on the City Council.

Crawford stated the next two years will be critical. The County perspective is very different from the City perspective.

Kremen moved to nominate Crawford as the primary representative and Buchanan as the alternate.

Kremen’s motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

North Sound Mental Health Administration

Kremen moved to nominate Mann.
The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Northwest Clean Air Agency

Kremen withdrew his name from consideration.

Weimer withdrew his name from consideration.

*Kremen moved* to nominate Browne.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Northwest Regional Council

*Brenner moved* to nominate Mann.

Crawford stated there may be a conflict of interest since Councilmember Mann is also on the LEOFF Board, which contracts with the Northwest Regional Council.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Opportunity Council

*Crawford moved* to nominate Mann.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Portage Bay Shellfish Protection District

*Kremen moved* to nominate Weimer.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)
Public Defense Advisory

Kremen moved to nominate Brenner.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Public Health Advisory Board

Kremen moved to nominate Buchanan.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Solid Waste Advisory Committee

Kremen moved to nominate Brenner.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

WSAC Legislative Steering Committee

Brenner moved to nominate Kremen.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

Whatcom Transit Authority

Buchanan withdrew his name from consideration and moved to nominate Kremen.

The motion carried by the following vote:
Ayes: Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)
Nays: None (0)
Absent: Mann (1)

OTHER BUSINESS
Dana Brown-Davis, Clerk of the Council, referenced the email she sent to the councilmembers regarding the roll call issue.

Buchanan stated just change it every time so someone doesn't always have to vote first or vote last.

Brenner asked if it is easier for the Clerk to call roll the same way. Brown-Davis stated she used to read the names from her list without any order. The State Auditor told her there should be a system for calling roll. That’s when she started calling roll in alphabetical order. The State Auditor wants a consistent system used for every meeting so they can see that the person calling roll hasn’t purposely called someone last.

*Kremen moved* to approve the Clerk’s proposal.

Browne stated he suggested an alternative of finding a way to randomly pick each person.

Weimer stated he supports the Clerk’s proposal.

Crawford asked if a councilmember is able to defer his or her vote until other councilmembers have voted. Brown-Davis stated she will look into whether that is an option.

*Weimer restated the motion* to approve the Clerk’s proposal to begin calling roll in alphabetical order, and then rotate down the list from there.

The motion carried by the following vote:

**Ayes:** Browne, Kremen, Brenner Crawford, Weimer and Buchanan (6)

**Nays:** None (0)

**Absent:** Mann (1)

Crawford asked the date of the Council retreat. Brown-Davis stated it hasn’t been scheduled, but it will be on a Tuesday.

**ADJOURN**

The meeting adjourned at 6:47 p.m.

The Council approved these minutes on ______ 2014.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair
WHATCOM COUNTY COUNCIL

Regular County Council

January 14, 2014

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:00:43 PM)

Present: Barbara Brenner, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: Ken Mann.

FLAG SALUTE

ANNOUNCEMENTS

Weimer announced the results of the annual reorganization of the Whatcom County Council (AB2014-021) during the Committee of the Whole meeting.

MINUTES CONSENT

(7:02:50 PM)

Kremen moved to approve the Minutes Consent items.

The motion carried by the following vote:

Ayes: Brenner, Crawford, Weimer and Kremen (4)
Nays: None (0)
Absent: Mann (1)
Abstains: Browne and Buchanan (2)

1. SPECIAL COMMITTEE OF THE WHOLE FOR NOVEMBER 12, 2013
2. REGULAR COUNTY COUNCIL FOR NOVEMBER 26, 2013
3. REGULAR COUNTY COUNCIL FOR DECEMBER 10, 2013

OPEN SESSION
(7:03:46 PM)

The following people spoke:

- Bob Seaman submitted handouts and spoke about the Ferndale school bond.
- Kris Halterman spoke about funding to pursue the lawsuit regarding wells.
- Bill Clothier spoke about pursuing the lawsuit regarding wells.
- Sy Eldred spoke about pursuing the lawsuit regarding wells and moving county offices from Northwest Road to downtown Bellingham.
- Therese VanAsh spoke about population projections and flood zones for the county and cities.
- Linda Twitchell, Building Industry Association, spoke about pursuing the lawsuit regarding wells.
- Debbie VanBeek spoke about pursuing the lawsuit regarding wells.
- Ronna Lurch spoke about pursuing the lawsuit regarding wells.
- John Sands spoke about pursuing the lawsuit regarding wells.
- Patrick Alesse spoke about the importance of water planning.
- Kevin VanBeek spoke about pursuing the lawsuit regarding wells.
- Karen Brown spoke about funding for the Planning Unit and announced a well owners caucus meeting.
- Matthew Goggins spoke about pursuing the lawsuit regarding wells.
- Tom Fenton spoke about the abundance of fish in Bellingham Bay.
- Craig Parkinson spoke about pursuing the lawsuit regarding wells.
- John Strong spoke about pursuing the lawsuit regarding wells.

OTHER ITEMS

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN WHATCOM COUNTY AND BELLINGHAM FOOD BANK FOR THE PROVISION OF COLLECTING AND DISTRIBUTING FOOD TO LOCAL WHATCOM COUNTY FOOD BANKS IN THE AMOUNT OF $58,000 (AB2014-035) (7:34:09 PM)

Kremen moved to approve the request.

The motion carried by the following vote:
- Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
- Nays: None (0)
- Absent: Mann (1)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AUTHORIZE ACCEPTANCE OF MIDWEST EMPLOYERS STOP-LOSS POLICY FOR INSURANCE PROTECTION FOR THE SELF-INSURED WORKERS’ COMPENSATION PROGRAM FOR 2014 (AB2014-036) (7:34:39 PM)

Brenner moved to approve the request.

The motion carried by the following vote:
- Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
- Nays: None (0)
Absent: Mann (1)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTH SOUND MENTAL HEALTH ADMINISTRATION FOR CRISIS RESPITE TRIAGE CENTER AND OPERATION OF THE RAINBOW RECOVERY CENTER IN THE AMOUNT OF $217,789 (AB2014-037) (7:35:09 PM)

Buchanan moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Absent: Mann (1)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND CITY OF BELLINGHAM FOR USE OF THE PLANTATION RIFLE RANGE BY BELLINGHAM POLICE DEPARTMENT (AB2014-038) (7:35:34 PM)

Brenner moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Absent: Mann (1)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY SHERIFF’S OFFICE – DIVISION OF EMERGENCY MANAGEMENT AND WASHINGTON STATE DEPARTMENT OF HOMELAND SECURITY AND SNOHOMISH COUNTY FOR THE PURPOSE OF SUPPORTING COMMUNITY PREPAREDNESS FOR CATASTROPHIC EVENTS AND TERRORISM IN THE AMOUNT OF $66,764 (AB2014-039) (7:35:55 PM)

Buchanan moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Absent: Mann (1)

INTRODUCTION ITEMS

(7:36:31 PM)

Brenner moved to accept Introduction Items one and two. She asked why the Slater Road project was removed. Don’t hold up that project.

The motion carried by the following vote:
Ayes:  Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays:  None (0)
Absent: Mann (1)

1. ORDINANCE AMENDING THE WHATCOM COUNTY COMPREHENSIVE PLAN AND MAPS, TO IMPLEMENT CHANGES RELATING TO RURAL LAND USE PLANNING (AB2014-040)

2. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, FOURTH REQUEST, IN THE AMOUNT OF $775,964 (AB2014-041)

3. ORDINANCE ESTABLISHING A PROJECT-BASED BUDGET AND FUND FOR THE PORTAL WAY/DAKOTA CREEK BRIDGE NO. 500 SEISMIC RETROFIT PROJECT (AB2014-042)

This item was withdrawn from the agenda.

4. ORDINANCE ESTABLISHING A PROJECT-BASED BUDGET AND FUND FOR THE SLATER ROAD INTERSECTIONS, IMHOFF, AND FERNDALE ROADS PROJECT (AB2014-043)

This item was withdrawn from the agenda.

OTHER BUSINESS

(7:37:52 PM)

Brenner submitted a handout and asked councilmembers to send a letter supporting the payment in lieu of taxes (PILT) funding. Most of the land is not taxable. This funding offsets that issue and helps fund the Mt. Baker School District. It’s important to support PILT funding. The more signatories the better. Councilmember Kremen and Executive Louws already sent information. Council signatures matter.

Jack Louws, County Executive, stated PILT payments equals about $1.5 million for the county’s general fund. The federal government has contributed this payment for many years. It didn’t make the appropriations committee last week. There is a big push to attach this to the farm bill. He’s talked to Senators Murray and Cantwell, Congressman Larson, and Congresswoman DelBene. He sent information on the impact to Whatcom County if the federal government doesn’t award those funds for 2014. Senators and members of the western states are meeting to try and push it through. They are working on it and doing everything they can. The National Association of Counties (NaCO) and other organizations are also working on it. Using this money would have a detrimental impact primarily on law enforcement in Whatcom County.

Crawford asked to whom the letter would be sent.

Kremen listed the members of the appropriations committee, who should receive the letter. This is a major issue for almost all counties in Washington State. Washington D.C. has been dysfunctional the last few months. It’s difficult to get anything through. He
already sent his letter of support. It would help strengthen their position to send a letter from all councilmembers.

*Crawford moved* to send the letter as the Whatcom County Council via the Chair.

Brenner stated she supports the motion, but councilmembers should also send individual letters. NaCO is still contacting the councilmembers to get this done.

Weimer stated they can send the letter via fax.

Crawford asked if anyone has tried to calculate the property tax the County misses out on because it doesn’t collect taxes on those lands.

Kremen stated that number hasn’t ever been calculated. It would far exceed $1.5 million. That money is extremely important, especially for the criminal justice system. The Council ought to send a joint letter, and individual councilmembers should send their own letters also.

| Ayes: Brenner, Crawford, Browne, Buchanan, Weimer and Kremen (6) |
| Nays: None (0) |
| Absent: Mann (1) |

**REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS**

* (7:48:37 PM) *

Kremen reported he attended the Washington State Association of Counties Legislative Steering Committee meeting in Olympia, during which the committee discussed its priorities for the Association of Counties. They spoke to several legislators, lobbyists, and others. There seems to be a consensus on the priorities. They don’t expect the legislature to do much this session because it’s an election year. The political climate in Olympia is polarized. The Senate is a majority for Republicans, and the House is controlled by the Democrats. The Governor is a Democrat.

Regardless, the Association’s priorities include funding for mental health services, protecting shared revenues, and making sure the counties receive a significant portion of revenue from marijuana sales. The counties will ultimately be responsible for any broken laws regarding marijuana sales and use.

The last priority of the Association is readdressing Growth Management Act (GMA) language and rural domestic water. He gave a report to the Steering Committee about what is happening in Whatcom County. There was unanimous support to urge Whatcom County to continue the appeal process with the Hearings Board.

Brenner stated many other state and national organizations have put in time and resources to work on the appeal. It behooves the County to follow through with it. The County will save money because the best legal minds will be working on this.
She reported that she attended the annual installation of officers at the Whatcom County Association of Realtors, which honors certain people in the community. The citizen honored at the ceremony was former councilmember Seth Fleetwood.

Weimer reported that an appeal has been filed to the Growth Management Hearings Board on the slaughterhouse ordinance. He and Councilmember Mann will bring forward a potential interim ordinance at the next meeting to slightly change the ordinance and avoid having to spend any money on that appeal.

Browne reported he is honored to serve on the Council.

Buchanan reported it will be an honor to work with councilmembers, the Executive, and the administration and to serve all the residents of the county.

ADJOURN

The meeting adjourned at 7:56 p.m.

The Council approved these minutes on ______________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Pete Kremen and Carl Weimer

Absent: Ken Mann

SURFACE WATER WORK SESSION (AB2014-024)

1. PROGRAM UPDATES

Water Resources Database and Six-Year Water Resources Improvement Plan

Roland Middleton, Public Works Department, submitted a list of programs in the water resources database and the six-year water resources improvement plan (on file). Any changes to the six-year water resources improvement plan will be done by Council resolution. Projects are ranked by specific benefit to the County. The Council sets the priorities. The ranks are based on habitat, public safety and welfare, recreation, and other criteria. Some projects have funding, but are not done in order of ranking. Some projects are required by law, but don’t have a high priority. For other projects, the Council decided they were priorities. This spring, a supplemental budget request will come forward with a new resolution to amend the six-year program to add a couple of projects and get funding.

Browne asked if the programs have no capital component. Middleton stated that is correct.

Weimer asked about level of service for water programs and if they will be able to more accurately understand where the County is at with implementation. Middleton stated he will work on that soon and get back to the Council.

Kremen asked the total cost estimate for accomplishing everything in the database. Middleton stated it is about $342 million. When a plan comes to the Council for adoption, he has to put the project through the system and include it in the database. The County did a lot of planning in the 1980’s and 1990’s. This is the list of all those plans and ideas.

Browne asked what on the six-year program is funded. Middleton stated that information is on the handout.
Brenner asked why the Lincoln Road project is not on the plan. Middleton stated it’s on the road plan, not the water resources plan.

Weimer stated level of service is important because the current level of spending was $4.8 million on water programs. The Council considered increasing the expenditures to $11 million to $14 million per year to start working through the items on the chart.

Browne asked if the projects are maintenance or improvement projects. Middleton stated they are both. The capital improvement projects are improvements and include the Birch Bay stormwater program, river and flood program, and natural resources program. The Council will debate the level of those improvements during the budget process. The County has been fortunate to receive grants for projects.

Kremen stated in the future, the prospects of getting grant money won’t be as optimistic as it has been in the past. They must be prepared for more competition for less money in the future. Middleton stated they are approaching the point where they are spending more than is coming in.

Browne asked how much it costs to maintain the current level of service. Middleton stated they will bring that information forward during the budget process.

**Stormwater Work Program**

Kirk Christensen, Public Works Department, submitted and read from a presentation (on file).

Brenner asked if some of the funding for stormwater comes from the road fund. Christensen stated not presently. Some projects such as Cable Street combine road and stormwater aspects. The road fund will help pay for that. He continued the presentation.

Crawford asked what the $850,000 for Academy pays for.

Kremen stated $500,000 was just for property acquisition.

Crawford asked what project is on Academy. Christensen stated the City purchased property on the lake. The County is paying for the design, for which the County will likely be reimbursed. They’re hoping to get a grant with the City for construction. If not, they’ll have to decide how it will be funded. Construction is just a treatment plant at the vacant lot.

Crawford asked about water coming down through the neighborhood, and if that problem is mitigated. Christensen stated the City is sorting out that issue.

Jon Hutchings, City of Bellingham, stated the City has a project in that neighborhood that involves upgrading stormwater facilities. There are also private property issues. He will get back to the Council with details.

Crawford stated he thought the problem was a way of dealing with a storm event and there was controversy over who is responsible for fixing the problem.
Christensen continued the presentation showing photos of various construction projects.

Brenner asked for an update on the Trillium property water that is falling into the road, which is flowing into and eroding a neighboring property. Christensen stated they are working on the problem. They are hoping the State Department of Natural Resources (DNR), Birch Bay Watershed and Aquatic Resources Management (BBWARM) district, and others will chip in to fix the problem. He continued the presentation on the Lake Samish Stormwater Plan.

Brenner asked if they’ve made any changes since adoption and more community outreach. Christensen stated he called the concerned citizens, but they haven’t responded. Once adopted, the capital projects will be included in the water resources database and staff will be able to apply for grant funds. Adoption doesn’t mean the County will tax the watershed residents. That would be a separate step if the community asks for it, similar to Birch Bay.

Brenner stated there are many more people in Birch Bay. Christensen stated a Lake Samish district would not generate the same amount of money as the Birch Bay district.

Browne asked how they decide to set up a new taxing district. Christensen stated the community decides to set up a new taxing district.

Browne asked the County’s responsibility versus the community’s responsibility to address the issue. Middleton stated funds that go toward the water resources program are from the flood control zone district fund. The Birch Bay community wanted several projects done in Birch Bay. Compared to other places in the county, those projects weren’t the highest priority. The community decided to tax itself with a flood subzone and keep the funds in Birch Bay. The people of Lake Samish can choose to do the same, but it’s a very different and much smaller community. The tax would have to be much higher to get anything done. The plan provides some of those funding opportunities, but it doesn’t establish a tax fund. That is a separate action. Staff hopes to adopt the plan so the projects and programs are on the table and they may start discussing how to fund them. The County’s obligations are through the national pollution discharge elimination system (NDPES) program, total maximum daily load (TMDL) permit, or other things required by the Clean Water Act. The County is not required to do much after that, but it has a stewardship responsibility to get stormwater as clean as it can. Lake Samish is a drinking water source. This stormwater plan helps water quality for that isolated watershed.

River and Flood

Paula Cooper, Public Works Department, submitted and read from a presentation (on file). She described the flood mapping project, lower Canyon Creek project, Deming levee project, Jones Creek project in Acme, and county levee inspections and system wide improvement framework with the Army Corps of Engineers and other agencies.

Natural Resources

This item was not discussed.
2. PROPOSED CHANGES TO THE AQUATIC INVASIVE SPECIES PROGRAM AND ORDINANCE

Gary Stoyka, Public Works Department, submitted and read from a presentation (on file) and submitted handouts (on file).

Crawford asked if home inspections would be done for non-motorized boats. Stoyka stated they talked about doing neighborhood inspections for a group of people who live in the same area.

Clare Fogelsong, City of Bellingham, stated some people with non-motorized boats don’t have racks to transport them to Bloedel Donovan. They are considering having a minimum number of non-motorized boat inspections in one area for staff to come do an inspection.

Brenner stated non-motorized inspections aren’t as important as getting the pass. Fogelsong stated to stay true to the concept of getting an inspection before a sticker, treat everyone the same. This is a test year to see what the demand will be.

Browne stated he supports education first. He asked what part of the small watercraft is a concern during inspection. Stoyka stated anywhere in the boat where water gets in is a concern.

Browne asked if someone has to go through this if they use the boat only on Lake Whatcom. Fogelsong stated it is a fairness issue of how they make sure it’s true when people claim they only use their boats on the lake. He tends to believe most people most of the time, but they’re trying to put together a program that treats everyone the same. It’s difficult to have an arbitrary, subjective standard for deciding who gets inspected and who doesn’t.

Stoyka continued the presentation regarding an online aquatic invasive species (AIS) education course and 2014 proposed program modifications and proposed costs.

Crawford stated he hopes the cost remains the same for the County. The County has had issues with the City in the past, when the City starts charging fees for various things such as the Mayor’s Office. He hopes they don’t see an increase for those reasons.

Brenner stated she doesn’t understand the increased costs for inspectors. Stoyka stated the estimates are from the City. There will be an increased amount of inspection hours, because there will be more boats to inspect.

Kremen stated the City has a formula for charging fees to the Mayor’s and City Council’s offices for programs, even if they have nothing to do with program implementation. He asked if Whatcom County would be charged for those line items. Stoyka stated he doesn’t believe those costs are in any of the estimates.

Crawford stated there is a $40,000 line item for other administration.

Weimer asked the County’s cost for 2014. Stoyka stated the County has budgeted $70,000 for 2014 at this time. The estimates are not refined.
Crawford stated he approves of spending $70,000.

Fogelsong stated the estimates aren’t refined. The estimated 2013 cost for inspectors was $15,000 each for the eight inspectors, totaling $120,000. The actual 2013 staff cost was $83,000. They will continue to estimate the staff costs for 2014 at $15,000 for each inspector, but expect the actual cost to be less. They are now looking at covering Lake Samish and sending people to other lakes for monitoring. That is all new work. They are trying to estimate the maximum amount so they don’t have to ask for more during the course of the year.

Stoyka stated there is a draft version of the ordinance that will implement the proposals.

Crawford stated the proposals for 2014 look good, but he wants to know how much the County and other jurisdictions will each be asked to contribute before adopting the ordinance. Stoyka stated staff is trying to coordinate the changes with the City’s changes to its ordinance.

Weimer stated he agrees with Councilmember Crawford. He supports the proposed program changes. The program will have to continually be adjusted, so the costs won’t be perfectly estimated at this point. He wants to see the contract with the City and how much it will cost.

Browne asked if other jurisdictions have an education program that the County and City can use instead of spending resources to develop their own. Stoyka stated they looked at online programs from Lake Tahoe and the State of Utah. The County is using those for a lot of the content.

Browne stated he’s concerned about tourists and asked if a training program taken in another state, for example, could apply here. Stoyka stated staff will consider it. The only programs they’re aware of are Lake Tahoe and Utah, so he’s not sure how many people would be affected.

Fogelsong stated people passing through will be surprised. He doesn’t know what the County would do about that.

Crawford stated the most unhappy feedback was from Canadian citizens.

Browne stated an unexpected $50 fee is difficult. Fogelsong stated there is a $20 day pass. Getting the word out about the requirements beyond Whatcom County isn’t a problem they know how to solve.

Stoyka stated it sounds like the Council wants the ordinance to come through the same time as the contract with the City.

Crawford asked for a better explanation on the employee costs and additional work plan.
ADJOURN

The meeting adjourned at 12:05 p.m.

The Council approved these minutes on ________________, 2014.

ATTEST:  WHATCOM COUNTY COUNCIL
           WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk  Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
**TITLE OF DOCUMENT:**
Interim Ordinance Packing house applications in Ag Zones

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( X ) Yes</th>
<th>( ) NO</th>
</tr>
</thead>
<tbody>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
<td>2/11/2014</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This ordinance would require all packinghouse applications in the Agriculture Zoning District to be processed as conditional uses.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
1/28/2014: Introduced

**Related County Contract #:** 2012-300

**Related File Numbers:** 2012-300

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.*
ORDINANCE NO. 2014-

INTERIM ZONING ORDINANCE ALLOWING AGRICULTURAL
PACKINGHOUSES IN THE AGRICULTURE ZONING DISTRICT AS
CONDITIONAL USES

WHEREAS, on September 10, 2013, the Whatcom County Council adopted
Ordinance No. 2013-051, entitled “Zoning Amendment to Allow Agricultural
Packinghouses in the Agriculture Zoning District”; and

WHEREAS, Whatcom County Planning and Development Services staff
originally proposed that all applications for packinghouses in the Agriculture Zoning
District be processed as conditional uses and a public hearing was held on staff’s
proposed amendments before the Planning Commission; and

WHEREAS, the ensuing process before the Planning Commission and the
County Council leading up to the adoption of the final ordinance was lengthy,
involving numerous work sessions and public hearings, and was fraught with
controversy; and

WHEREAS, the Planning Commission recommended to the County Council
the adoption of an ordinance allowing applications for packinghouses with no more
than 20 employees, regardless of size, to be processed as permitted uses and
applications for packinghouses with more than 20 employees, regardless of size,
were to be processed as conditional uses; and

WHEREAS, the County Council ultimately adopted an ordinance allowing
applications for packinghouses no larger than 7,000 square feet to be processed as
permitted accessory uses and applications for packinghouses larger than 7,000
square feet to be processed as conditional uses; and

WHEREAS, the County received many public comments during the adoption
process expressing concerns about packinghouses and their potential threat to
water quality and water quantity, as well as various other potential impacts they
could have on neighboring uses. In addition, concerns were expressed about the
potential loss of prime agricultural land and the impact of allowing such uses in
critical areas and hazardous areas; and

WHEREAS, on November 13, 2013, Nicole Brown, Wendy Harris, and Tip
Johnson filed a Petition for Review with the Growth Management Hearings Board
challenging Ordinance No. 2013-051 on several grounds; and

WHEREAS, the County Council has decided that it would be in the public
interest to consider the adoption of an ordinance which would require all
packinghouse applications to be processed as conditional uses as that process
provides the opportunity for full public participation in the context of a public
hearing before the Hearing Examiner; and

WHEREAS, the adoption of a new ordinance could potentially resolve the
appeal before the Growth Management Hearings Board, thereby saving the public
resources necessary to maintain such litigation; and

WHEREAS, while the permanent ordinance is being processed, the County
Council is adopting this interim ordinance which requires all packinghouse
applications to be processed as conditional uses, and, in support of this interim
ordinance, makes the following findings as required by RCW 36.70.795:

1. Given the potential impacts of packinghouse operations, there is merit in
considering a permanent ordinance allowing packinghouses only as
conditional uses in the Agriculture Zoning District.

2. A significant number of Whatcom County residents have presented concerns
about allowing packinghouses as accessory uses in the Agriculture Zoning
District, without any significant public process or opportunity to comment,
due to the unique impacts of such facilities on water quality and water
quantity, critical areas, hazardous areas, and neighboring uses.

3. This interim ordinance, requiring all packinghouses to be processed as
conditional uses, is necessary to prevent future applications for
packinghouses that are not more than 7,000 square feet from vesting under
current law, which allows such packinghouses as permitted accessory uses,
while the permanent ordinance is being considered.

WHEREAS, the proposed amendment has been reviewed under the State
Environmental Policy Act (SEPA); and

WHEREAS, in accordance with RCW 36.70A.106 Whatcom County Planning
and Development Services notified the Department of Commerce of the proposed
interim zoning amendment; and

WHEREAS, this ordinance shall be effective for not longer than six months
following its effective date, but may be renewed for one or more six month periods
if subsequent public hearings are held and findings of fact are made prior to each
renewal.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that
the Whatcom County Zoning Code is hereby amended, on an interim basis, as
shown in Exhibit A.

BE IT FURTHER ORDAINED that this ordinance shall be effective for not
longer than six months following its effective date.

BE IT FINALLY ORDAINED that if any section, subsection, sentence, clause
or phrase of this ordinance is for any reason held to be invalid or unconstitutional;
such decision shall not affect the validity of the remaining portions of this
ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this ____ day of ________, 2014.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Karen N. Frakes
Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved    ( ) Denied

Date Signed: __________________________
Chapter 20.40 AGRICULTURE (AG) DISTRICT

20.40.100 Accessory Uses

114 Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

(1) The total allowable building area is no larger than 7,000 square feet.

(2) The facility processes at least 75 percent agricultural goods produced in Whatcom, Skagit and/or Island County and that originate from uses permitted in WCC 20.40.051.

(3) Holding pens associated with packinghouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.

(4) For purposes of public notice, the applicant shall submit stamped envelopes with typed addresses for each property owner within 1,000 feet of the external boundaries of the subject property as shown by the records of the county assessor. A notice shall be mailed by Planning and Development Services explaining that an application is being processed for a packinghouse on the subject property as an allowed accessory use and that the notice is being provided as a courtesy only. A copy of WCC 20.40.114 shall be provided with the notice.

(5) The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.

(6) The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.

(7) An approved state waste discharge permit from the Washington State Department of Ecology with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.

(8) The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

(9) The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the building:
a. Are sized to be as small as feasible; and
b. Located to maximize the agricultural use of the remaining area; and
c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.

(10) The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

20.40.150 Conditional Uses

.164 Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

(1) Conditional use approval criteria located in WCC 20.84.220 shall be satisfied.
(2) The total allowable building area is larger than 7,000 square feet and no larger than 20,000 square feet.
(3) The facility processes at least 75 percent agricultural goods produced in Whatcom, Skagit and/or Island County and that originate from uses permitted in WCC 20.40.051.
(4) Holding pens associated with packinghouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
(5) The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
(6) The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06
(7) An approved state waste discharge permit from the Washington State Department of Ecology with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
(8) The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.
(9) The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.

(10) The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

Chapter 20.69 Rural Industrial Manufacturing (RIM)
20.69.130 Administrative approval uses
20.69.131 Slaughterhouses.

Chapter 20.80 Supplementary Requirements
20.80.200 Setback requirements
20.80.255 Agriculture District.

(1) The 50-foot front yard setback requirement for new buildings or additions may be waived if the zoning administrator finds the new building or addition is located along the same building line(s) of existing structures and will result in no additional encroachment, the public interest, safety and health are protected; provided, that for a new building the applicant shall also demonstrate that the proposed location is necessary for the economic viability and the continued operation of the agricultural use.

(2) The minimum separation between new residences not located on the same property and farm uses such as barns, pens, milking sheds, packinghouses, or areas used to contain, house or feed animals or store manure or feed, shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.

(3) The minimum separation between packinghouses and schools shall be 500 feet.

(4) The minimum separation between packinghouses and adjacent property lines shall be 150 feet.
20.97.282.1 Packinghouse
“Packinghouse” means a plant that both slaughters animals and subsequently processes carcasses into fresh, cured, smoked, canned or other prepared meat products. Rendering and importation of animal by-products is strictly prohibited in packinghouses. Packinghouses shall not slaughter poultry. Packinghouses exclude temporary, mobile or other on-farm, owner-raised poultry slaughtering operations regulated under WAC 16-170 and/or RCW 69.07 that do not require USDA inspection. Agricultural producers who raise poultry may slaughter up to one thousand (1,000) poultry raised on their own farm annually subject to the special poultry permit requirements of WAC 16-170. Agricultural producers who process between one thousand (1,000) and twenty thousand (20,000) poultry a year on their farm are subject to the food processor license requirements of RCW 69.07.

20.97.310 Poultry
“Poultry” means products derived from the slaughter and processing of broilers, other young chickens, mature chickens, hens, turkeys, capons, geese, ducks, small game fowl such as quail or pheasants, and small game such as rabbits.

20.97.343 Rendering
“Rendering” means the process or business of producing tallow, grease, and high-protein meat and bone meal from animal by-products.

20.97.343.1 Rendering Plant
“Rendering plant” means a plant that processes animal by-product materials for the production of tallow, grease, and high-protein meat and bone meal.

20.97.423.1 Slaughterhouse
“Slaughterhouse” means a facility that slaughters animals and has as its main product fresh meat as whole, half or quarter carcasses or small meat cuts.

20.97.424 Slaughtering
“Slaughtering” means the killing and processing of animals for human consumption.
TITLE OF DOCUMENT: A Resolution Granting a Quitclaim Deed to the Washington State Department of Transportation

ATTACHMENTS: 1. Cover Memo  
   2. Resolution  
   3. Quitclaim Deed  
   4. WSDOT Plan Sheet

SEPA review required? ( ) Yes (X) NO  
SEPA review completed? ( ) Yes ( ) NO  
Should Clerk schedule a hearing? (X) Yes ( ) NO

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The attached resolution requests that Whatcom County grant a quitclaim deed to WSDOT. Previously Whatcom County closed a portion of Boundary Road where it intersects with SR 539 south of the international border. This quitclaim deed will allow WSDOT to proceed with their project to enhance the border crossing by shifting SR 539 200 ft. east onto this portion of Boundary Road. WSDOT will add a truck lane, a NEXUS lane, install new illumination systems, construct new stormwater treatment facilities and install new ITS systems.

COMMITTEE ACTION:  

COUNCIL ACTION:  
1/28/2014: Introduced

Related County Contract #:  
Related File Numbers:  
Ordinance or Resolution Number:  

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

To: The Honorable Jack Louws, Whatcom County Executive

Through: Frank M. Abart, Director

From: Andrew Hester, Public Works Real Estate Coordinator

Date: January 13, 2014

Re: Boundary Road Quitclaim Deed

Enclosed is a Quitclaim Deed between Whatcom County and the State of Washington deeding a portion of Boundary Road to the State of Washington.

- **Requested Action**
  I respectfully request that you as County Executive sign and have your signature notarized where indicated. The Public Works Engineering division has reviewed and approved this quitclaim deed and the legal description.

- **Background and Purpose**
  Whatcom County previously had been requested by the Washington State Department of Transportation (WSDOT) to close Boundary Road where it intersects with SR 539 south of the international border. This closure was approved by the Whatcom County Council on July 9, 2013. This quitclaim deed is the final step that will allow WSDOT to proceed with their project to enhance the border crossing by shifting SF 539 200 feet east onto this portion of Boundary Road. WSDOT will add a truck lane, a NEXUS land, install new illumination systems, construct new stormwater treatment facilities and install new ITS systems.

- **Funding Amount and Source**

  No County funds are being expended on this agreement; all costs are the responsibility of the Washington State Department of Transportation.

Please contact me at extension 50571 if you have any questions regarding this action.

Encl.
A RESOLUTION GRANTING A QUITCLAIM DEED TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, Whatcom County is holder of the county road rights of way described in Exhibit A located within the Highway project limits of SR 539, Badger Road Vicinity to Lynden Border Crossing, as shown on the plan attached hereto; and,

WHEREAS, in the improvement of said SR 539 by the State of Washington, Department of Transportation, it is necessary and advisable for the State of Washington to acquire the County’s rights for said Highway; and,

WHEREAS, after due consideration by the Whatcom County Council, it appears to the Council that it will be in the best interests of both the County and the State of Washington that the County convey said rights to the State of Washington by Quitclaim Deed for and in consideration of the benefits derived by the traveling public; and,

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council, in accordance with RCW 47.12.040 and through its County Executive, executes, notarizes and delivers said Quitclaim Deed to the State of Washington, Department of Transportation.

APPROVED this ____ day of ______________, 2014

ATTEST:

Dana Brown-Davis, County Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Council Chair

APPROVED AS TO FORM:

____________________
Chief Civil Deputy Prosecutor
EXHIBIT A

Legal Description of Right of Way to be quitclaimed

The north 40 feet of the east 40 feet of the west 265 feet of Government Lot 4 as conveyed to Whatcom County under Whatcom County Auditor's File No. 430254; TOGETHER WITH the county road rights of way described in Whatcom County Auditor's File Nos. 1531107 and 1548353 (in Lot 1 of Noteboom Short Plat; Volume 12 of Short Plats, Page 5), all of which are in Government Lot 4, Section 31, Township 41 North, Range 3 East, W.M., in Whatcom County, Washington, and lie within the project limits of SR 539, Badger Road Vicinity to Lynden Border Crossing.
After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P.O. Box 47338
Olympia, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: 430254, 1531107, 1548353
Grantor: Whatcom County
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn Govt Lot 4 and pt Lot 1 of Noteboom Short Plat (Book 12 Short Plats, pg 5, under A.F. No. 1508254), all in Section 31, T41N, R3E, WM; Whatcom County
Additional Legal Description is on Page 1 of Document.
Assessor's Tax Parcel Number: None (county roads); about 4103310082800000, 4103310082950000, 4103310083060000 and 4103310083120000

QUITCLAIM DEED
State Route 539, Badger Road Vic. to Lynden Border Crossing

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, WHATCOM COUNTY, a political subdivision of the State of Washington, for and in consideration of THE BENEFITS DERIVED BY THE TRAVELING PUBLIC, conveys and quitclaims to the STATE OF WASHINGTON, acting by and through its Department of Transportation, Grantee, all of its interest in the following described real estate, and any after-acquired interest therein, situated in Whatcom County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain.

The north 40 feet of the east 40 feet of the west 265 feet of Government Lot 4 as conveyed to Whatcom County under Whatcom County Auditor's File No. 430254; TOGETHER WITH the county road rights of way described in Whatcom County Auditor's File Nos. 1531107 and 1548353 (in Lot 1 of Noteboom Short Plat; Volume 12 of Short Plats, page 5), all of which are in Government Lot 4, Section 31, Township 41 North, Range 3 East, W.M., in Whatcom County, Washington, and lie within the project limits of SR 539, Badger Road Vic. to Lynden Border Crossing.
QUITCLAIM DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated ______________________, 2014

WHATCOM COUNTY

By: ____________________________
   JACK LOUWS, County Executive

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

By: ____________________________
   Hal Wolfe, Northwest Region
   Real Estate Services Manager,
   Authorized Agent

Date: ____________________________
QUITCLAIM DEED

STATE OF WASHINGTON )
                     : ss.
County of Whatcom   )

       On this _____ day of __________________, 2014, before me personally
appeared JACK LOUWS, to me known to be one of the duly elected, qualified and acting
County Executive of Whatcom County, Washington, that executed the within and
foregoing instrument and acknowledged said instrument to be the free and voluntary act
and deed of said County, for the uses and purposes therein mentioned, and each on oath
stated that he was authorized to execute said instrument by Resolution of the County
Council of said County, and that the seal affixed is the official seal of said County.

       GIVEN under my hand and official seal the day and year last above written.

Notary Seal

Notary (Print Name) _________________________
Notary Public in and for the State of Washington,
residing at _______________________________
My Appointment expires _______________________

Please stay within block.
**Whatcom County Council Agenda Bill**

**CLEARANCES**
- Originator: 2/4/2014
- Division Head: [Signature] 2/4/14
- Dept. Head: [Signature] 2/4/14
- Prosecutor:  
- Purchasing/Budget:  
- Executive:  

**TITLE OF DOCUMENT:**
Resolution to change the name of Northwest Park and Rec District 2

**ATTACHMENTS:**

**SEPA review required?** ( ) Yes ( ) NO  
**SEPA review completed?** ( ) Yes ( ) NO  
**Should Clerk schedule a hearing?** ( ) Yes ( ) NO  
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Resolution approving a request by the Northwest Park and Recreation District 2 commissioners to change the name of the district to Blaine-Birch Bay Park and Recreation District

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**  
**Related File Numbers:**  
**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
RESOLUTION NO. __________

APPROVING A REQUEST BY THE NORTHWEST PARK AND
RECREATION DISTRICT 2 COMMISSIONERS TO CHANGE THE NAME OF THE
DISTRICT TO BLAINE-BIRCH BAY PARK AND RECREATION DISTRICT

WHEREAS, on December 12, 2013, the Northwest Park and Recreation
District 2 Board of Commissioners approved a resolution to change the name of the
District to Blaine-Birch Bay Park and Recreation District; and

WHEREAS, pursuant to RCW 57.04.065, Northwest Park and Recreation
District 2 may apply to change its name by filing a certified copy of an approved
resolution of the District’s Board of Commissioners with the county legislative
authority; and

WHEREAS, on January 17, 2014, Northwest Park and Recreation District 2
filed the required resolution with the Whatcom County Council Office, thus meeting
the requirements of state law.

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council
hereby approves the name change from Northwest Park and Recreation District 2 to
Blaine-Birch Bay Park and Recreation District.

BE IT FURTHER RESOLVED that upon signing of this resolution, all
proceedings for the District shall be conducted under the new name.

BE IT FINALLY RESOLVED that all existing obligations and contracts of the
district entered into under its former name shall remain outstanding without change
and with validity unaffected by the change of the District’s name.

APPROVED this ________ day of February, 2014.

ATTEST: WHATCOM COUNTY COUNCIL
Dana Brown-Davis, Clerk of the Council WHATCOM COUNTY, WASHINGTON

______________________________
Carl Weimer, Council Chair

APPROVED AS TO FORM:

______________________________
Civil Deputy Prosecutor
I, Jeffery Carrington, Chairperson of the Northwest Park and Recreation District 2, do hereby certify that the attached is a true and correct copy of a resolution, 2014-01, duly adopted at a meeting of the Board of Commissioners of the Northwest Park and Recreation District 2 duly held and convened on December 12, 2013 at which meeting a duly constituted quorum of the Board of Commissioners was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Jeffery Carrington  
Chairperson

Dated: January 16, 2014

Blaine, WA 98230

"Received Jan 17 2013"
Name Change Resolution 2014-01

Whereas, the Northwest Park & Recreation District 2, hereinafter referred to as the NWPRD2, is a Special Recreation District of the State of Washington with a mission to provide recreational opportunities, acquire and maintain sites that enhance our quality of life and preserve the natural and recreational resources of the District, and

Whereas, the NWPRD2 needs to have a name that reflects the communities of Blaine and Birch Bay for which it serves.

Whereas, the Board of Commissioners of NWPRD2 at the December 12, 2013 meeting, duly convened and held at the Birch Bay Activity Center voted to change the name Northwest Park and Recreation District 2 to Blaine-Birch Bay Park and Recreation District.

Therefore, the NWPRD2 shall petition the Whatcom County Council to change the name of the district to the Blaine-Birch Bay Park and Recreation District.

Northwest Park & Recreation District 2 [3 signatures required]

Commissioner: [Signature] Jeff Carrington,

Commissioner: [Signature] Doug Robertson,

Treasurer

Commissioner: [Signature] Katy Montfort

Commissioner: [Signature] Richard Sturgill

Commissioner: Sheli Moore

Sheli Moore
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>2/4/2014</td>
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<td>2/11/2014</td>
<td>County Council</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<td>Executive:</td>
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</table>

**TITLE OF DOCUMENT:**
Council appointment to Family Community Network: Michelle Williams

**ATTACHMENTS:**
application

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>(x) NO</th>
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</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
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</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** *If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.*

The Whatcom Family Community Network is established by RCW 70.190.060-070. The County legislative authority appoints three of the 23 board members. There are currently two Council-appointed vacancies. Community Public health and safety networks reconnect parent and other citizens with children, youth, families and community institutions which support health and safety. See the WCFN website at [http://www.wfcn.org/html/who.html](http://www.wfcn.org/html/who.html).

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*

438
WHATCOM COUNTY COUNCIL

BOARDS AND COMMISSIONS VACANCIES
February 1, 2014

COUNCIL-APPOINTED BOARDS AND COMMISSION VACANCIES
The Whatcom County Council makes appointments. All members must live in and be registered to vote in Whatcom County and, if applicable, meet the residency, employment, and/or affiliation requirements of the position. Applications are available in the Council Office, Whatcom County Courthouse, 311 Grand Ave., Suite 105, Bellingham, on the County website at: (http://www.co.whatcom.wa.us/boards/boardsapplication.pdf), or phone 360-676-6690. For more information on a board or committee, call the Council office at 676-6690, unless otherwise noted. The County Council will make appointments at a regular County Council meeting in the County Council Chambers, 311 Grand Avenue, Bellingham.

COMMUNITY NETWORK: 2 Vacancies, three-year terms
Board members shall be citizens who live within the network boundary and have no fiduciary interest. The Community Network is a nonprofit organization. Twenty three members represent the diversity of civic and resident leadership in our community. The 23-member Board meets quarterly to hold strategic dialogue on critical issues facing the community’s children, youth, and families and to shape the agenda for Network action. First priority in appointment shall be given to members of community mobilization advisory boards, city or county children’s services commissions, human services advisory boards, or other such organizations. Meets quarterly.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

Please print legibly and complete all items.

Name: Michelle Williams

Street Address: 5332 Evergreen Dr.
City: Bellingham Washington
Zip Code: 98226

Meeting Address (if different from street address):

Day Telephone: (360) 385-1026
Evening Telephone: Cell Phone:

E-mail address: Mikenmichelle 54@yahoo.com

1. Name of board or committee—please see reverse: Community Network

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? ( ) Yes ( ) No

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) Yes ( ) No

6. Are you registered to vote in Whatcom County? ( ) Yes ( ) No

7. Have you ever been a member of this Board/Commission? ( ) Yes ( ) No

     If yes, dates: __________________________

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes ( ) No

     If yes, please explain: __________________________

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   - Nursing Assistant / Caretaker 1990-2010, Bellingham
   - Dental Assistant 1991-2008, Bellingham
   - Currently volunteer with the W.C.S.O.
   - Currently assist the Lynden Municipal Court, Clarks 2xmo.
   - Am on the Ferndale Facilities Advisory Committee Board.
   - Teach Sunday School.

10. Please describe why you’re interested in serving on this board or commission: I am a believer in health, safety, family, and community.

References (please include daytime telephone number): W.C.S.O. Alan Cheeseman (360) 684-050

Lynden Court Clerk Tammy Graham 354-4270

Signature of applicant: __________________________

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
I am the Whatcom Co. 4-H Council president.
I am a project leader with Critters & Co 4-H.
I was a Cub Scout leader for 4 yrs with Ferndale Pack 26.

Ferndale School District Super Center
Linda Quinn 383-9200

WSU 4-H Ext. Office Mike Wallace 676-6736
TITeL OF DOCUMENT: 2014 Supplemental Budget Request #6

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
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</tbody>
</table>

Should Clerk schedule a hearing? ( ) Yes ( X ) NO

Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Supplemental #6 requests funding from the General Fund:

1. To appropriate $10,092 in the Sheriff’s Office to fund Drug Task Force vehicle lease from grant proceeds.
2. To re-appropriate $644 in the Sheriff’s Office to fund Active Shooter Training Program from grant proceeds. funds.
3. To appropriate $5,821 in the Sheriff’s Office to fund Organized Crime Drug Task Force overtime from grant proceeds.
4. To appropriate $1,000 in the Sheriff’s Office to fund CSI camera purchase from donation proceeds.

From the Emergency Management Fund:

5. To appropriate $166,525 in the Sheriff’s Office to fund completion of FFY2011 Operation Stonegarden Program from grant proceeds.
6. To appropriate $48,380 in the Sheriff’s Office to fund completion of FFY2012 State Homeland Security Program from grant proceeds.
7. To appropriate $28,057 in the Sheriff’s Office to fund FFY2013 State Homeland Security Program from grant proceeds.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
ORDINANCE NO.  
AMENDMENT NO. 6 OF THE 2014 BUDGET

WHEREAS, the 2013-2014 budget was adopted November 20, 2012; and,
WHEREAS, changing circumstances require modifications to the approved 2013-2014 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2013-2014 Whatcom County Budget Ordinance #2012-048 is hereby amended by adding the following additional amounts to the 2014 budget included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>17,557</td>
<td>(17,557)</td>
<td>-</td>
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<tr>
<td>Total General Fund</td>
<td>17,557</td>
<td>(17,557)</td>
<td>-</td>
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<tr>
<td>Emergency Management Fund</td>
<td>242,962</td>
<td>(242,962)</td>
<td>-</td>
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<tr>
<td>Total Supplemental</td>
<td>260,519</td>
<td>(260,519)</td>
<td>-</td>
</tr>
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</table>

ADOPTED this ____ day of ___________________, 2014.

ATTEST: 

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk  

Carl Weimer, Chair of the Council

APPROVED AS TO FORM: 

( ) Approved  ( ) Denied

Jack Louws, County Executive

Date: ____________________________

I:\BUDGET\SUPPLS\2014_Suppl\Supplemental #6-2014.doc
## Summary of the 2014 Supplemental Budget Ordinance No. 6

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tr>
<td><strong>General Fund</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Sheriff</td>
<td>To fund Drug Task Force vehicle lease from grant proceeds.</td>
<td>10,092</td>
<td>(10,092)</td>
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<tr>
<td>Sheriff</td>
<td>To re-appropriate Active Shooter Training funds.</td>
<td>644</td>
<td>(644)</td>
<td>-</td>
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<tr>
<td>Sheriff</td>
<td>To fund Organized Crime Drug Task Force overtime from grant proceeds.</td>
<td>5,821</td>
<td>(5,821)</td>
<td>-</td>
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<tr>
<td>Sheriff</td>
<td>To fund CSI camera purchase from donation proceeds.</td>
<td>1,000</td>
<td>(1,000)</td>
<td>-</td>
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<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>17,557</td>
<td>(17,557)</td>
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<tr>
<td><strong>Emergency Management Fund</strong></td>
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<tr>
<td>Sheriff</td>
<td>To fund completion of FFY2011 Operation Stonegarden Program from grant proceeds.</td>
<td>166,525</td>
<td>(166,525)</td>
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<tr>
<td>Sheriff</td>
<td>To fund completion of FFY2012 State Homeland Security Program from grant proceeds.</td>
<td>48,380</td>
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<tr>
<td>Sheriff</td>
<td>To fund FFY2013 State Homeland Security Program from grant proceeds.</td>
<td>28,057</td>
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<td><strong>Total Emergency Management Fund</strong></td>
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<td>242,962</td>
<td>(242,962)</td>
<td>-</td>
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<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>260,519</td>
<td>(260,519)</td>
<td>-</td>
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</table>
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: January 22, 2014
SUBJECT: Supplemental Budget ID #1781
DTF JAG 2013-2014 Funding Increase #1

The attached Supplemental Budget requests budget authority to use additional funds from Washington State Department of Commerce Edward Byrne Memorial Justice Assistance Grant (JAG) for continuation of Drug Task Force vehicle lease.

Background and Purpose
The Sheriff’s Office received additional grant funds of $10,092 from Washington State Department of Commerce Byrne Justice Assistance Grant (JAG).

Drug Task Force detectives require reliable cost-effective vehicles for undercover work. The Department of Commerce approved the use of JAG funds for Drug Task Force vehicle lease, and the Sheriff’s Office has used JAG funds to lease vehicles for Task Force detectives since March 2013, Whatcom County RFP 12-73.

The Sheriff’s Office requires budget authority to use additional JAG funds for continuation of the vehicle lease.

Funding Amount and Source
Additional indirect federal funds of $10,092 will be provided by Washington State Department of Commerce Edward Byrne Memorial Justice Assistance Grant (JAG) Program, CfDA No. 16.738.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<tr>
<td>1</td>
<td>1003513004</td>
<td>Dawn Pierce</td>
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Expenditure Type: One-Time

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Name of Request: DTF JAG 2013-2014 Funding Increase #1

Department Head Signature (Required on Hard Copy Submission)

1/22/14

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<td>Byrne JAG Grant</td>
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<td>6860</td>
<td>Equipment Rental</td>
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<td>Request Total</td>
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1a. Description of request:

The Sheriff's Office received additional federal funds of $10,092 from Washington State Department of Commerce Byrne Justice Assistance Grant (JAG). The Sheriff's Office will use these funds to lease vehicles for detectives assigned to the Northwest Regional Gang-Drug Task Force, as approved by the Department of Commerce in original grant, Whatcom County Contract No. 201307009.

1b. Primary customers:

Drug Task Force detectives and citizens of Whatcom County.

2. Problem to be solved:

The Sheriff's Office requires budget authority to use additional JAG funds for continuation of vehicle lease, Whatcom County RFP 12-73.

3a. Options / Advantages:

3b. Cost savings:

Cost savings of $10,092.

4a. Outcomes:

County budget will be aligned with current spending plan for Department of Commerce Byrne Justice Assistance Grant (JAG) funds.

4b. Measures:

5a. Other Departments/Agencies:

N/A

5b. Name the person in charge of implementation and what they are responsible for:

N/A

6. Funding Source:

Indirect federal funds of $10,092 from Washington State Department of Commerce Edward Byrne Memorial Justice Assistance Grant (JAG) Multi-Jurisdictional Gang-Drug Task Force Program Grant #M13-31440-017, CFDA No. 16.738.

Wednesday, January 22, 2014
TO: Jack Louws, County Executive  
FROM: Sheriff Bill Elfo  
DATE: January 9, 2014  
SUBJECT: Supplemental Budget ID #1774  
Active Shooter Training Program – 2014 JAG Funds

The attached Supplemental Budget requests budget authority to re-appropriate unspent federal grant money from the City of Bellingham Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase supplies for regionalized Active Shooter Response Training Program.

Background and Purpose
In response to recent violent critical incidents at schools and public venues around the nation, the Whatcom County Sheriff’s Office is developing enhanced training for active shooter scenarios. The Sheriff’s Office has taken a lead role in providing regionalized active shooter response training to area law enforcement and fire agencies to improve the coordinated response of emergency resources.

The City of Bellingham agreed to provide the County $12,878 from the Byrne JAG award in support of this training program. The Sheriff’s Office spent $12,234 in 2013 and needs budget authority in 2014 for the remaining $644.

Funding Amount and Source
Funding of $644 will be provided by the City of Bellingham Edward Byrne Memorial Justice Assistance Grant (JAG), CFDA No. 16.738.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID #: 1774
Fund 1 Cost Center 1003513006 Originator: Dawn Pierce

Expenditure Type: One-Time Year 2 2014 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Active Shooter Training 2014 - JAG Funds

Department Head Signature (Required on Hard Copy Submission) Date 1/12/14

Object Object Description Amount Requested
4333.1673 Byrne JAG Grant ($544)
6320 Office & Op Supplies $644

Request Total $644

1a. Description of request:
To re-appropriate $644 of unspent federal grant money from 2013.

The Whatcom County Sheriff's Office has taken a lead role in providing regionalized active shooter response training to area law enforcement and fire agencies to improve the coordinated response of emergency resources.

The Sheriff's Office and the City of Bellingham entered into an agreement on 07/03/13 (WC#201308017) wherein the City agreed to provide $12,878 of Edward Byrne Memorial Justice Assistance Grant (JAG) Funds to the County for the Active Shooter Training Program.

The Sheriff's Office spent $12,234 in 2013 and requires budget authority in 2014 for the remaining $644.

1b. Primary customers:
Law enforcement personnel, emergency responders, and citizens of Whatcom County.

2. Problem to be solved:
The Sheriff's Office requires revenue and expenditure authority in 2014 for remaining federal grant funds.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:
The Sheriff's Office will purchase supplies needed to provide critical active shooter response training.

4b. Measures:

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:
$644 from City of Bellingham Edward Byrne Memorial Justice Assistance Grant, CFDA#16.738.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: January 21, 2014
SUBJECT: Supplemental Budget ID #1780
DTF OCDETF FY2014 Funding Increase 12/16/13

The attached supplemental budget requests budget authority for overtime services for Federal Organized Crime Drug Enforcement Task Forces (OCDETF) investigations.

Background and Purpose
The Sheriff’s Office entered into an Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for Fiscal Year 2014 (W.C. Contract No. 201310016) to participate in the investigation and prosecution of major drug trafficking organizations.

Based on the level of participation of the Sheriff’s Office, the DOJ authorized a funding increase of $10,000 on 12/16/13. The Sheriff’s Office used $4,179 of these funds in December 2013 and needs budget authority in 2014 for the remaining $5,821.

Deputies assigned to assist in OCDETF investigations may perform a variety of functions, including: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

The U.S. Department of Justice will reimburse the Sheriff’s Office for overtime of deputies engaged in these federal OCDETF investigations. Associated payroll costs will come from existing Sheriff’s Office budget.

Funding Amount and Source
Funding of $5,821 will be provided by U.S. Department of Justice OCDETF State and Local Overtime Fund, CFDA No. 16.111.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
**Supplemental Budget Request**

**Sheriff**

**Fund** 1  
**Cost Center** 1003513007  
**Originator:** Dawn Pierce

**Expenditure Type:** One-Time  
**Year:** 2014  
**Add'l FTE ✓**  
**Add'l Space ☐**  
**Priority:** 1

**Name of Request:** DTF OCDETF FY2014 Funding Increase '12/16/13

Department Head Signature (Required on Hard Copy Submission) /21/14

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<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
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<td>4342.1013</td>
<td>Reimb Drug Enforcement</td>
<td>($5,821)</td>
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<tr>
<td></td>
<td>6140</td>
<td>Overtime</td>
<td>$5,821</td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
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</table>

1a. **Description of request:**

In 2013, the Sheriff's Office entered into an Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for Fiscal Year 2014 to participate in the investigation and prosecution of major drug trafficking organizations. The U.S. Department of Justice (DOJ) agreed to reimburse the Sheriff's Office for overtime of detectives engaged in these federal OCDETF investigations.

The DOJ authorized a funding increase of $10,000 on 12/16/13. The Sheriff's Office used $4,179 of these funds in December 2013 and needs budget authority in 2014 for the remaining $5,821.

1b. **Primary customers:**

Citizens of Whatcom County

2. **Problem to be solved:**

Budget authority is needed to use the remaining OCDETF FY2014 funds for overtime in 2014.

3a. **Options / Advantages:**

3b. **Cost savings:**

Overtime reimbursement of $5,821.

4a. **Outcomes:**

Sheriff’s Office Drug Task Force detectives will continue participation in federal OCDEFT investigations.

4b. **Measures:**

Activity logs will be completed and monthly reports prepared.

5a. **Other Departments/Agencies:**

N/A

5b. **Name the person in charge of implementation and what they are responsible for:**

N/A

6. **Funding Source:**

$5,821 from U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime Fund, CFDA No. 16.111.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Jeff Parks, Undersheriff</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>U.S. DOJ Organized Crime Drug Enforcement Task Force</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes ☐ No ☒ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☒ No ☐

If Amendment or Renewal, Original Contract # 201310016
Does contract require Council Approval? Yes ☐ No ☒

Is this a grant agreement? Yes ☐ No ☒ If yes, grantor agency contract number(s) PA-WAW-0278 CFDA # 16.111

Is this contract grant funded? Yes ☐ No ☒ If yes, associated Whatcom County grant contract number(s) Contract

Is this the result of a RFP or Bid process? Yes ☐ No ☒ If yes, RFP and Bid number(s) Cost Center: 1003513007

Is this agreement excluded from E-Verify? No ☐ Yes ☒ If no, include Attachment D Contractor Declaration form.

**If yes, indicate exclusion(s) below:**

- Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- Contract less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Govt’s)
- Public Works - Local Agency/Federally Funded FHWA

Contract Amount: $5,000.00
This Amendment Amount: $10,000.00
Total Amended Amount: $15,000.00

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

Summary of Scope: The Sheriff’s Office entered into an agreement with U.S. Department of Justice (DOJ) for Organized Crime Drug Enforcement Task Forces (OCDETF) Fiscal Year 2014. Based on the level of participation of the Sheriff’s Office in these investigations, the DOJ authorized a funding increase of $10,000 on December 16, 2013.

Term of Contract: 10/01/13 Expiration Date: 09/30/14

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
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<tbody>
<tr>
<td>1. Prepared by:</td>
<td>DMP</td>
<td>Date: 01/21/14</td>
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<tr>
<td>2. Attorney reviewed:</td>
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<td>3. AS Finance reviewed:</td>
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<td></td>
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<td>4. IT reviewed, if IT related:</td>
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<td>5. Corrections made:</td>
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<td>6. Attorney signoff:</td>
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<td></td>
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<td>7. Contractor signed:</td>
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</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
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</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
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<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Last Edited 7/24/11
Memorandum
December 16, 2013

To: Lt. Kevin Hester
Whatcom CSO
311 Grand Ave.
Bellingham, WA 98225

From: Barbara B. Silano
AUSA OCDETF Coordinator
Pacific Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2014

OCDETF Investigation #: PA-WAW-0278
DCN: N326056
Sponsoring Federal Agency: DEA

Whatcom CSO

At this time the Coordination Group has agreed to obligate additional funding in the above captioned agreement in the amount of $10,000.00. This obligation gives your agency a total amount funded of $15,000.00 for this fiscal year which ends September 30, 2014.

<table>
<thead>
<tr>
<th>Funding History</th>
<th>Funding Date</th>
<th>Change</th>
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<tbody>
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<td>Beginning Agreement Amount</td>
<td>10/01/2013</td>
<td>$5,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Please do not hesitate to contact Knut E. Ellenes at 415 436 7989 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: January 9, 2014
SUBJECT: Supplemental Budget ID #1775
Walmart Contribution for CSI Camera Purchase 2014

The attached supplemental budget requests budget authority (revenue and expenditure) to purchase one digital camera for Sheriff’s Office Crime Scene Investigations Unit with a community contribution from Walmart.

Background and Purpose
The Sheriff’s Office received a contribution of $1,000 from Walmart to purchase a camera for the Crime Scene Investigations (CSI) Unit. The funds were received by the Sheriff’s Office and deposited in January 2014.

These funds will be used to purchase one Nikon D5100 digital camera package which includes a camera case and an extra lens.

Funding Amount and Source
$1,000 provided by the Walmart Foundation and Facility #2450 Local Facility Giving Program.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Supplemental Budget Request

Sheriff Administration

Expenditure Type: One-Time Year 2 2014 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Walmart Contribution for CSI Camera Purchase 2014

Department Head Signature (Required on Hard Copy Submission) Date 01/12/14

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Description</th>
<th>Amount Requested</th>
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<tbody>
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<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
<td></td>
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</tbody>
</table>

1a. Description of request:
The Sheriff's Office received a contribution of $1,000 from Walmart to purchase a camera for the Crime Scene Investigations (CSI) Unit. The funds were received and deposited with the Sheriff's Office in January 2014.

1b. Primary customers:
Sheriff's Office Crime Scene Investigators

2. Problem to be solved:
Additional camera is needed for CSI.

3a. Options / Advantages:

3b. Cost savings:
Cost savings of $1,000.

4a. Outcomes:
Nikon D5100 digital camera package will be purchased. Package includes camera case and an extra lens for shooting distance shots.

4b. Measures:

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:
Community contribution of $1,000 from the Walmart Foundation and Facility #2450 through their Local Facility Giving Program.
MEMO

To: Jack Louws, County Executive
From: Sheriff Bill Elfo, Director of Emergency Management
Subject: Supplemental Budget Request ID # 1783

Date: January 24, 2014

The attached Supplemental Budget Request seeks authority to expend $166,525 to complete contract deliverables on the US Department of Homeland Security Operation Stonegarden Program grant for Federal Fiscal 2011.

- Background and Purpose
Whatcom County Sheriff’s Office Division of Emergency Management was awarded $757,963 from the US Department of Homeland Security (DHS) Operation Stonegarden Program for Federal Fiscal Year 2011 (OPSG-2011). This grant flows from DHS through the Washington State Military Department – Emergency Management Division to Whatcom County. This is the fourth year that Whatcom County has received an OPSG award.

DSH provides OPSG funds to enhance law enforcement preparedness and operational readiness along international borders of the United States. In coordination with US Customs and Border Protection/Border Patrol (CBP/BP), local law enforcement agencies provide an enhanced presence in the border area through enhance patrols and equipment purchases. Each agency performs duties normal to its mission while providing additional law enforcement “eyes and ears” in support of the Homeland Security mission. Participating agencies will not enforce immigration laws on behalf of CBP-BP.

As of 12/31/2013, Whatcom County Sheriff’s Office and the Police Departments of Everson and Sumas had fully expended their sub-awards. Blaine, Ferndale, and Lynden Police Departments share the remaining balance of $166,525. The remaining balance is on target to be completed by the grant closure on 06/30/2014.

The performance period for this grant runs from September 1, 2011 through June 30, 2014.

- Funding Amount and Source
$166,525 from a Federal Grant: DHS, OPSG-2011, CFDA# 97.067, per Whatcom County Contract # 201108019.

Please contact Undersheriff Jeff Parks or Frances Burkhart if you have any questions.
Supplemental Budget Request

Sheriff

Emergency Management

**Status:** Pending

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<td>16759</td>
<td>Frances Burkhart</td>
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</tbody>
</table>

**Expenditure Type:** One-Time  
**Year:** 2014  
**Add'l FTE:** No  
**Add'l Space:** No  
**Priority:** 1

**Name of Request:** OPSG-2011

Department Head Signature (Required on Hard Copy Submission): 

Date: 1/27/14

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1a. **Description of request:**

The US Department of Homeland Security (DHS) FY2011 Operation Stonegarden Program (OPSG-2011) awarded $757,963 to Whatcom County to enhance law enforcement preparedness and operational readiness along the international borders of the United States (Whatcom County Contract # 201108019). The contract period runs from 09/01/2011 through 06/30/2014. As of 12/31/2013, Whatcom County Sheriff’s Office and the Police Departments of Everson and Sumas had fully expended their sub-awards. Blaine, Ferndale, and Lynden Police Departments share the remaining balance of $166,525.

1b. **Primary customers:**

Local law enforcement

2. **Problem to be solved:**

DEM requires budget authority to reimburse the sub-awardees for the cost of their contracted deliverables.

3a. **Options / Advantages:**

OPSG funds are awarded specifically for projects that will enhance law enforcement preparedness and operational readiness, projects that would otherwise have to be funded with local monies or eliminated.

3b. **Cost savings:**

$166,525

4a. **Outcomes:**

Blaine, Ferndale, and Lynden Police Departments will field enhanced patrols in the border area and purchase equipment per contract specifications and by grant closure on 06/30/2014.

4b. **Measures:**

DEM will monitor program projects and expenditures against contract deliverables.

5a. **Other Departments/Agencies:**

Cities of Blaine, Ferndale, and Lynden will complete their contracted projects.

5b. **Name the person in charge of implementation and what they are responsible for:**

Each Police Chief will coordinate projects for his specific jurisdiction.

6. **Funding Source:**

Federal Grant: DHS, OPSG-2011, CFDA #97.067.

Monday, January 27, 2014
MEMO

To: Jack Louws, County Executive
From: Sheriff Bill Elfo, Director of Emergency Management
Subject: Supplemental Budget Request ID # 1785
Date: January 24, 2014

The attached Supplemental Budget Request seeks authority to expend $48,380 to be reimbursed from the US Department of Homeland Security State Homeland Security Program Grant for Federal Fiscal Year 2012.

- Background and Purpose
Whatcom County Sheriff's Office Division of Emergency Management (DEM) was awarded $48,380 from the US Department of Homeland Security (DHS) State Homeland Security Program for Federal Fiscal Year 2012 (SHSP-2012). This grant flows from DHS through the Washington State Military Department – Emergency Management Division and Snohomish County to Whatcom County. This is the tenth year that Whatcom County has received an SHSP award.

DSH provides SHSP funds for projects related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

SHSP-12 funds will be used to support planning and public education activities, provide training, conduct exercises, purchase small tools, and fund, in part, DEM's Clerk 4V FTE.

The performance period for this grant runs from September 1, 2011 through June 30, 2014, with a contract amendment expected that will extend the performance period through November 30, 2014.

- Funding Amount and Source
$48,380 from a Federal Grant: DHS, SHSP-2012, CFDA# 97.067, per Whatcom County Contract # 201303003.

Please contact Undersheriff Jeff Parks or Frances Burkhart if you have any questions.
**Supplemental Budget Request**

**Sheriff**

<table>
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<th>Add'l FTE</th>
<th>Add'l Space</th>
<th>Priority</th>
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**Name of Request:** SHSP-2012

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**Department Head Signature (Required on Hard Copy Submission):**

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**Costs:**

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<td>7140</td>
<td>Meeting Refreshments</td>
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**Request Total: $0**

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1a. **Description of request:**

The US Department of Homeland Security (DHS) FY2012 State Homeland Security Program (SHSP-2012) grant awarded $48,380 to Whatcom County for projects related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events (WC# 201303003). This is the 10th year that Whatcom County has received an SHSP award.

1b. **Primary customers:**

Local emergency management, partner agencies, and the residents of Whatcom County.

2. **Problem to be solved:**

Whatcom County is at risk from a number of natural and man-made hazards, including floods, earthquakes, volcanoes, severe weather, power outages, hazardous materials, epidemics, and terrorist activities. Catastrophic and terrorist events that are not prevented, prepared for, or responded to quickly and effectively have the potential to inflict great harm on the people, property, economy, and environment of Whatcom County.

3a. **Options / Advantages:**

SHSP funds are awarded specifically for projects that would otherwise have to be funded with local monies or eliminated.

---

**Monday, January 27, 2014**

**Rpt: Rpt Sumpl Regular**

**458**
Supplemental Budget Request

Sheriff

Emergency Management

<table>
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<tr>
<th>Supp 10D #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<tr>
<td>1785</td>
<td>167</td>
<td>16776</td>
<td>Frances Burkhart</td>
</tr>
</tbody>
</table>

3b. Cost savings:
$48,380

4a. Outcomes:
SHSP-2012 funds will support planning activities, training and exercise, public education and outreach, small tools and equipment purchases, and will fund, in part, DEM’s Clerk IV FTE.

4b. Measures:
DEM will monitor program projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:
in developing plans, training, and exercises, DEM works with a number of partner agencies, including municipal jurisdictions, law enforcement, fire services, public works, health/medical field, transit agencies, Western Washington University, Red Cross, school districts, and private industries. This coordination provides a whole community approach to emergency management.

5b. Name the person in charge of implementation and what they are responsible for:
N/A

6. Funding Source:
Federal Grant: DHS, SHSP-2012, CFDA #97.067.
MEMO

To: Jack Louws, County Executive
From: Sheriff Bill Elfo, Director of Emergency Management
Subject: Supplemental Budget Request ID # 1794
Date: January 24, 2014

The attached Supplemental Budget Request seeks authority to expend $28,057 to be reimbursed from the US Department of Homeland Security State Homeland Security Program Grant for Federal Fiscal Year 2013.

- Background and Purpose
Whatcom County Sheriff’s Office Division of Emergency Management (DEM) was awarded $66,764 from the US Department of Homeland Security (DHS) State Homeland Security Program for Federal Fiscal Year 2013 (SHSP-2013). This grant flows from DHS through the Washington State Military Department – Emergency Management Division and Snohomish County to Whatcom County. This is the eleventh year that Whatcom County has received an SHSP award.

DSH provides SHSP funds for projects supporting efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas to achieve the National Preparedness Goal of a secure and resilient Nation.

SHSP-13 funds will be used to support planning and public education activities, provide training, conduct exercises, and purchase small tools. In 2015, SHSP-13 will also fund, in part, DEM’s Clerk IV FTE.

The performance period for this grant runs from September 1, 2013 through July 31, 2015.

- Funding Amount and Source
$48,380 from a Federal Grant: DHS, SHSP-2012, CFDA# 97.067, per Whatcom County Contract # 201312016.

Please contact Undersheriff Jeff Parks or Frances Burkhart if you have any questions.
**1a. Description of request:**
The US Department of Homeland Security (DHS) FFY2013 State Homeland Security Program (SHSP-2013) grant awarded $66,764 to Whatcom County to support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas to achieve the National Preparedness Goal of a secure and resilient Nation (WC# 201312016). We anticipate expending $28,057 of this award in 2014, with the balance to be fully expensed in 2015. This is the 11th year that Whatcom County has received an SHSP award.

**1b. Primary customers:**
Local emergency management, partner agencies, and the residents of Whatcom County.

**2. Problem to be solved:**
Whatcom County is at risk from a number of natural and man-made hazards, including floods, earthquakes, volcanoes, severe weather, power outages, hazardous materials, epidemics, and terrorist activities. Catastrophic and terrorist events that are not prevented, prepared for, or responded to quickly and effectively have the potential to inflict great harm on the people, property, economy, and environment of Whatcom County.

**3a. Options / Advantages:**
SHSP funds are awarded specifically for projects that would otherwise have to be funded with local monies or eliminated.

**3b. Cost savings:**
$28,057

**4a. Outcomes:**
SHSP-2012 funds will support planning activities, training and exercise, public education and outreach, and small tools and equipment purchases.

**4b. Measures:**
DEM will monitor program projects and expenditures against contract deliverables.

**5a. Other Departments/Agencies:**

---

_**Monday, January 27, 2014**_
In developing plans, training, and exercises, DEM works with a number of partner agencies, including municipal jurisdictions, law enforcement, fire services, public works, health/medical field, transit agencies, Western Washington University, Red Cross, school districts, and private industries. This coordination provides a whole community approach to emergency management.

5b. Name the person in charge of implementation and what they are responsible for:

N/A

6. Funding Source:

Federal Grant: DHS, SHSP-2013, CFDA #97.067.
**TITLE OF DOCUMENT:** Flood Control Zone District 2014 Supplemental Budget Request #1

**ATTACHMENTS:** Resolution, Memoranda and Budget Modification Requests

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Supplemental #1 requests funding from the Flood Control Zone District Fund:

1. To appropriate $180,000 to fund Swift Creek repository analysis.
2. To appropriate $200,000 to fund System Wide Improvement Framework technical and engineering support from grant proceeds.
3. To appropriate $42,700 to fund Deming Levee Improvement Project design.
4. To appropriate $40,000 to fund Nooksack River sediment study.
5. To appropriate $36,000 to fund Marietta property acquisition.

**COMMITTEE ACTION:**

**BOARD OF SUPERVISORS ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO. 1
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 1 OF THE 2014 BUDGET

WHEREAS, the 2014 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 26, 2013; and,

WHEREAS, changing circumstances require modifications to the approved 2014 budget; and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2014 budget as approved in Resolution 2013-049 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th>Budget Area</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<tbody>
<tr>
<td>Flood Control Zone District</td>
<td>498,700</td>
<td>(217,663)</td>
<td>281,037</td>
</tr>
</tbody>
</table>

ADOPTED this _____ day of ______________, 2014

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Carl Weimer, Chair of the Board of Supervisors

Civil Deputy Prosecutor
<table>
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<tr>
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<th>To fund Swift Creek repository analysis</th>
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<tr>
<td>Flood Control Zone District</td>
<td>To fund System Wide Improvement Framework technical and engineering support from grant proceeds.</td>
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<td>(200,000)</td>
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<td>-</td>
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<tr>
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<td>To fund Marietta property acquisition.</td>
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<td><strong>Total Supplemental</strong></td>
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<td>498,700</td>
<td>(217,663)</td>
<td>281,037</td>
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</table>
MEMORANDUM

To: The Honorable Jack Louws, Whatcom County Executive, and Honorable Members of the Whatcom County Council

Through: Frank M. Abart, Director

From: Roland Middleton, LEG, Special Projects Manager

Date: January 24, 2014

- **Requested Action**
  Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1795).

- **Background and Purpose**
  Swift Creek, originating on Sumas Mountain, has a long history of sediment loading and reduced hydraulic conveyance capacity with consequent flooding as a result of a natural landslide. Sediment from the slide is from a unique geologic deposit that contains naturally occurring asbestos. In addition to the asbestos content, sediment from the slide is also known to release trace metals; trace metals of concern include cadmium, cobalt, manganese, and nickel. Sediment loading within Swift Creek creates conditions that inhibit animal life and growth vegetation in and adjacent to the Creek. A repository site is needed to dispose of currently stockpiled material as well as additional material from future maintenance of the bridges at Goodwin and Oat Coles roads, and sediment trap/basin structures.

  This supplemental budget request authorizes funding to hire a consultant firm to perform an alternatives analysis for siting a Repository Site for Swift Creek sediment (phase 1). The phase 1 analysis will also include a detailed scope of work and cost estimate for site specific environmental review and permitting (phase 2).

- **Funding Amount and Source**
  Funding for the $180,000 request is from the Flood Control Zone District fund balance.

Please contact Roland Middleton at extension 50211, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

Flood Control Zone District

Supp'l ID # 1795  Fund 169  Cost Center 714002  Originator: Roland Middleton

Expenditure Type: One-Time  Year 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Swift Creek Repository Analysis

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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<tr>
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<th>Object Description</th>
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</tr>
</tbody>
</table>

1a. Description of request:

This budget supplemental request authorizes funding to hire a consultant firm to perform an alternatives analysis for siting a Repository Site for Swift Creek sediment (Phase 1). Additional phases will include site specific environmental review and permitting.

1b. Primary customers:

Project is identified in the Swift Creek Sediment Management Action Plan to benefit the community near the landslide as well as an overall benefit for Whatcom County in its efforts to manage the sediment.

2. Problem to be solved:

Swift Creek, originating on Sumas Mountain, has a long history of sediment loading and reduced hydraulic conveyance capacity with consequent flooding as a result of a natural landslide. Sediment from the slide is from a unique geologic deposit that contains naturally occurring asbestos. In addition to the asbestos content, sediment from the slide is also known to release trace metals; trace metals of concern include cadmium, cobalt, manganese, and nickel. Sediment loading within Swift Creek creates conditions that inhibit animal life and growth vegetation in and adjacent to the Creek. A repository site is needed to dispose of currently stockpiled material as well as additional material from future maintenance of the bridges at Goodwin and Oat Coles roads, and sediment trap basin structures.

3a. Options / Advantages:

The project is identified as a primary response vetted through an extensive public and multi-agency process. The request will identify fatal flaws for permitting and site location limitations. In addition, if the decision is made to move forward, this effort will provide options for a final design.

3b. Cost savings:

This request will be phased to identify fatal flaws prior to land acquisition and design. In addition, the analysis will identify the costs future development and maintenance of the repository site(s).

4a. Outcomes:

Provide the Administration and the County Council the technical information needed to decide if the project should move forward with design and construction.

4b. Measures:

Success will be measured with a decision by Whatcom County to abandon the idea or to move forward with design and construction.

5a. Other Departments/Agencies:

Whatcom County Health Department, Washington State Department of Ecology, and the Environmental Protection Agency.
### Supplemental Budget Request

<table>
<thead>
<tr>
<th>Fund</th>
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<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>169</td>
<td>714002</td>
<td>Roland Middleton</td>
</tr>
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#### Public Works

#### Flood Control Zone District

<table>
<thead>
<tr>
<th>Supp1 ID #</th>
<th>1795</th>
</tr>
</thead>
</table>

5b. **Name the person in charge of implementation and what they are responsible for:**

Roland Middleton, Special Projects Manager.

6. **Funding Source:**

Whatcom County Flood Control Zone District fund balance.
MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – System Wide Improvement Framework

DATE: January 23, 2014

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1791).

- Background and Purpose
This supplemental budget request authorizes $200,000 of revenue from a Puget Sound Partnership (PSP) grant and $200,000 in additional expenditures for development of the System-wide Improvement Framework (SWIF) being developed for the Nooksack River levees. This budget allocation will fund consultant services to provide engineering and technical support to the interagency team assembled to guide the SWIF development and technical writing to draft the SWIF plan.

- Funding Amount and Source
Funding is from a Puget Sound Partnership grant executed in 2013 and the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

Flood Control Zone District

<table>
<thead>
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<td>169</td>
<td>713001</td>
<td>Paula Cooper</td>
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Expenditure Type: One-Time  Year: 2014  Add'l FTE  Add'l Space  Priority: 1

Name of Request: System Wide Improvement Framework

Date: 1/17/2014

Department Head Signature (Required on Hard Copy Submission)

Costs:

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Request Total: $0

1a. Description of request:

Last fall, the FCZD initiated a System Wide Improvement Framework (SWIF) in accordance with US Army Corps of Engineers (ACOE) guidance, to maintain eligibility of the levees along the Lower Nooksack River in the PL 84-99 rehabilitation program. The SWIF process is one method local sponsors can use to address deficiencies identified during the ACOE levee inspections while maintaining eligibility in the PL 84-99 program. The SWIF was initiated in October 2013 and this supplemental request provides budget authority for technical and engineering support to the interagency team established as part of the SWIF process and for writing of the SWIF plan.

1b. Primary customers:

The citizens of Whatcom County

2. Problem to be solved:

The SWIF process keeps the levees with identified deficiencies active in the ACOE PL 84-99 program while a systematic plan is developed to address the deficiencies. If we do not produce a SWIF plan within the required timeframe, most of the levees will no longer be eligible for rehabilitation assistance.

3a. Options / Advantages:

The other option is not to proceed with the SWIF and most of the levees will no longer be eligible for rehabilitation assistance.

3b. Cost savings:

On average, the value of rehabilitation work provided by the ACOE through the PL 84-99 program is estimated at $250,000 per year.

4a. Outcomes:

A SWIF plan will be produced by June of 2015.

4b. Measures:

The project will be successful if the SWIF plan is supported by the interagency team that is helping to develop it and approved by the FCZD Board of Supervisors and the ACOE.

5a. Other Departments/Agencies:

The SWIF interagency team includes representatives from all the resource agencies and special districts involved in flood management for the lower Nooksack River including ACOE, USFW, NOAA, DOE, WDFW, Lummi Nation, Nooksack Tribe, PDS and the diking districts and subzones. The budget will provide for technical and engineering support to the interagency team in support of SWIF plan development.

5b. Name the person in charge of implementation and what they are responsible for:

N/A

Monday, January 27, 2014
Supplemental Budget Request

Public Works   Flood Control Zone District

<table>
<thead>
<tr>
<th>Supp'T ID #</th>
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<tbody>
<tr>
<td>1791</td>
<td>169</td>
<td>713001</td>
<td>Paula Cooper</td>
</tr>
</tbody>
</table>

6. Funding Source:

A grant from Puget Sound Partnership has been obtained to provide funding for this effort.
MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – Deming Levee Improvement Design

DATE: January 23, 2014

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1793).

- Background and Purpose
This supplemental budget request authorizes $42,700 in additional expenditures for design services for the Deming Levee Improvement Project. The project involves an upstream extension of the Deming levee; construction of the levee will impact existing wetlands. In order to characterize the impacts and design appropriate mitigation, access to property owned by the Nooksack Tribe is needed. Development of an access agreement was initiated in November of 2012 but we were unable to get approval from their Tribal Council until October of 2013. This delay resulted in significantly more coordination with the design consultant over the course of the year as the field work was planned and further delayed. In addition, the billing rates in the agreement were from 2011 and while the consultant honored these rates through 2012 and 2013, they are requesting that they increase their rates to 2013 rates for the remainder of the work during 2014. Of the $42,700 supplement request, $12,500 is a result of the additional time spent for coordination and $30,200 is due to the increase in rates.

- Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

Flood Control Zone District

Supp'I ID # 1793  | Fund 169  | Cost Center 708004  | Originator: Paula Cooper

Expenditure Type: One-Time  | Year 2 2014  | Add'l FTE □  | Add'l Space □  | Priority 1

Name of Request: Deming Levee Improvement Design

Department Head Signature (Required on Hard Copy Submission)  Date

X

11/01/2014

Costs:

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1a. Description of request:
This request provides additional funding for project design to cover the consultant's increase in costs associated with a year long delay in the project implementation. The consultant needed access to Nooksack tribal property to evaluate wetland impacts associated with construction of the improved levee to protect the Deming area. Due to circumstances at the Tribe we were unable to obtain approval of an access agreement for approximately one year, which delayed the consultant's work and required increased coordination. In addition, the consultant had been charging 2011 rates, and with the extra delay has requested that they update their rates for 2014. The cost increase due to additional coordination from the project delay was $12,500; the increase resulting from updating to 2014 rates is $30,200.

1b. Primary customers:
The citizens of Whatcom County.

2. Problem to be solved:
The upstream end of the Deming levee ties into a berm that does not provide adequate protection to the town of Deming, putting significant public and private infrastructure at risk.

3a. Options / Advantages:
This project is recommended in the adopted Lower Nooksack River Comprehensive Flood Hazard Management Plan. The no action alternative would leave public and private infrastructure at risk from flooding.

3b. Cost savings:
N/A

4a. Outcomes:
The design work is planned for 2014 with construction in 2015.

4b. Measures:
Project construction in 2015.

5a. Other Departments/Agencies:
Diking District #2, the Mt Baker School District, and the Nooksack tribe will all benefit from implementation of this project.

5b. Name the person in charge of implementation and what they are responsible for:
N/A

6. Funding Source:
FCZD fund balance

Monday, January 27, 2014
MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – Nooksack River Sediment Study

DATE: January 23, 2014

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1788).

- Background and Purpose
This supplemental budget request authorizes $40,000 in additional expenditures for cost-share funding for a cooperative sediment study with the United States Geological Survey (USGS). The Lower Nooksack River Comprehensive Flood Hazard Management Plan includes development of a sediment management strategy as one component in the recommended plan. Past efforts have included development of a technical approach and a pilot project, but both efforts were met with resistance from permitting agencies due to the lack of a sediment budget and an understanding of how much sediment accumulation is occurring and how it is impacting flood levels. This request provides for cost-share funding for the first year of a three year study. The USGS has allocated $150,000 and is requesting $250,000 cost-share over the three years.

- Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

<table>
<thead>
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<td><strong>Name of Request</strong>: Nooksack River Sediment Study</td>
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Department Head Signature (Required on Hard Copy Submission)  **Date**

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<tr>
<td><strong>Request Total</strong></td>
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<td></td>
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</table>

1a. **Description of request:**
The USGS has cooperative funding to conduct a three year study to develop an understanding of sediment transport and deposition and evaluate the impacts of sedimentation on the Lower Nooksack River. This supplemental budget request provides cost-share funding for the first year of the study.

The Lower Nooksack River Comprehensive Flood Hazard Management Plan includes development of a sediment management strategy as one component in the recommended plan. While the USGS study will not result in an overall management strategy, it will provide the scientific basis from which a strategy can be developed.

1b. **Primary customers:**
The citizens of Whatcom County

2. **Problem to be solved:**
The USGS has documented that significant sediment loads are entering rivers draining the Cascades, especially those with volcanoes in the upper basins. The impacts associated with the transport and deposition of sediment have not been studied on the Lower Nooksack, though many members of the floodplain community believe that sediment in the lower river is increasing the frequency and duration of flooding and impeding drainage. The level of protection provided by the levee system along the lower river would be reduced if appreciable sedimentation within the channel is occurring. The proposed study will provide a scientific understanding of how sediment is likely to affect flooding and flood management in the future.

3a. **Options / Advantages:**
The FCZD worked with the floodplain community to develop a pilot sediment removal project over the past two years. The pilot project was submitted to Planning and Development Services to obtain a preliminary SEPA determination and feedback as to what additional studies would be needed to support a permit application. Scientific analysis to determine the amount of sediment being transported and deposited through the system and the likely impacts from deposition is one of the additional studies that will be needed to support future projects and development of the overall management strategy.

3b. **Cost savings:**
The USGS has allocated $150,000 of cooperative funds towards the project over three years, and will require a cost-share from the FCZD of $250,000. For FY 2014, the USGS will provide $10,000 and the FCZD will provide $40,000.

4a. **Outcomes:**
The USGS will complete a geomorphic assessment of the Nooksack River network, analyzing sediment sources, identifying reaches prone to gravel aggradation, and quantifying the overall sediment load carried...
Supplemental Budget Request

Public Works | Flood Control Zone District
---|---
**Fund** 169 | **Cost Center** 169104 | **Originator:** Paula Cooper

by the river network. The USGS will also analyze flood and snowmelt hydrology of the Nooksack River basin looking for trends or cycles observable during the available gaging record. The final study analysis will be peer reviewed and published as one or more scientific journal articles or USGS series products in 2016.

4b. Measures:
The final report(s) or manuscript journal articles(s) will be completed by 2016. Annual progress reports will be submitted as Powerpoint slide presentations or agency memos.

5a. Other Departments/Agencies:
The results of this study will provide needed information to the dicing districts and subzones associated with the Lower Nooksack River.

5b. Name the person in charge of implementation and what they are responsible for:
N/A

6. Funding Source:
Flood Control Zone District fund balance
MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – Marietta Acquisition - Bennett

DATE: January 23, 2014

---

- **Requested Action**
  Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1792).

- **Background and Purpose**
  This supplemental budget request authorizes $17,663 of revenue from an Estuarine Salmon Restoration Program (ESRP) grant and $36,000 in additional expenditures for acquisition of three properties and one flood easement in Marietta. Acquisition of all four parcels was initiated in 2013 but was delayed due to the discovery that one of the properties used to be a gas station. Due to constraints within the ESRP grant program and the potential for contamination on the one parcel, a new purchase agreement was negotiated for the three other parcels in early 2014, but the 2013 budget authority had lapsed. This supplemental request will restore the budget authority in the 2014 budget for acquisition of the three properties and includes funding for acquisition of a flood easement on the forth property.

- **Funding Amount and Source**
  Funding is from an existing ESRP grant and the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
1a. Description of request:
Acquisition of four Marietta properties was initiated in 2013; however, a hazard assessment indicated that a former gas station had been located on one of the properties in the past. This resulted in the need for additional negotiations with the current owner, and a new purchase agreement for the three other properties was executed in January of 2014. The 2013 budget authority lapsed and this supplemental restores it within the 2014 budget. In addition, a flood easement is being pursued for the fourth property and is included in the request.

1b. Primary customers:
General public

2. Problem to be solved:
Marietta is a repetitive flood loss area subject to frequent and deep flooding posing a risk to human health and safety and public and private infrastructure.

3a. Options / Advantages:
Alternatives evaluated include 1) construction of an improved levee and pump station and 2) elevation of residences. Acquisition was the least cost alternative to provide a complete solution to the problem.

3b. Cost savings:
N/A

4a. Outcomes:
The three properties will be acquired within the first quarter of 2014.

4b. Measures:
Closing will occur

5a. Other Departments/Agencies:
No

5b. Name the person in charge of implementation and what they are responsible for:
N/A

6. Funding Source:
Acquisition of the fee properties is include in an existing ESRP grant which will reimburse 65% of the costs, the remaining funds will come from the FCZD balance.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date    | Date Received in Council Office | Agenda Date | Assigned to:
-------------|---------|---------|--------------------------------|-------------|---------------------
Originator:  | JW      | 11-20-13|                                | 2/11/14     | Introduction
Division Head: | JN      | 11/20/13|                                | 2/25/14     | PW / Council
Dept. Head:   | RAO     | 1/24/13 |                                |             |                     
Prosecutor:   | ZG      | 1/27/14 |                                |             |                     
Purchasing/Budget: | RAO    | 1/29   |                                |             |                     
Executive:    |         | 2/4/14  |                                |             |                     

TITLE OF DOCUMENT:
Ordinance amending WCC 24.03, Food Service Rules and Regulations

ATTACHMENTS:
Food Code Ordinance
Strike out version of proposed amendments to WCC 24.03, Food Service Rules and Regulations
Exhibit A Final version of WCC 24.03, Food Service Rules and Regulations

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The purpose of the proposed amendments to WCC 24.03 is to adopt the language in Exhibit A which meet the intent of the newly revised Chapter 246.215 WAC - Food Service Rules and Regulations

COMMITTEE ACTION:          COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

TO: Jack Louws, Whatcom County Executive
FROM: Regina A. Delahunt, Health Director
DATE: January 24, 2014
RE: Ordinance Amending WCC 24.03, Food Code Regulations

Requested Action
Attached is an ordinance for amending WCC 24.03 Food Code Regulations, for Council review and approval on February 11th.

Background and Purpose
On April 4, 2013, the County Council acting as the Board of Health was presented with changes to the newly revised Chapter 246-215 WAC Food Code Regulations becoming effective May 1, 2013.

Local jurisdictions are required to either adopt by reference or by local regulations that are at least as stringent as the new state regulations. This accomplishes the requirement.

Information
Enclosed are an agenda bill, ordinance, and the revised WCC 24.03 both strike-out version and final (clean) version.

Thank you for your consideration. Please call me at extension 50801 if you have any questions.

Encl.
ORDINANCE NO. 2014-____

AMENDING WHATCOM COUNTY HEALTH CODE WCC 24.03, FOOD SERVICE REGULATIONS

WHEREAS, the State Board of Health enacted revisions to Washington Administrative Code Chapter 246-215 Retail Food Code effective May 1, 2013; and

WHEREAS, local Boards of Health are required to adopt the revised WAC by reference or local regulations that are as stringent; and

WHEREAS, the proposed amendments to WCC 24.03, as outlined in Exhibit A of this ordinance, meet the intent of WAC 246.215;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, acting as the Whatcom County Board of Health, that WCC 24.03 Food Service Regulations, be amended as outlined in Exhibit A, and

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. Council hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and the original ordinance or ordinances shall be in full force and effect.
BE IT FURTHER ORDAINED that the amended WCC 24.03 set forth in Exhibit A shall be effective May 1, 2013.

ADOPTED this ____ day of _________________, 2014.

WHATCOM COUNTY BOARD OF HEALTH
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Chair

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Royce Buckingham, Civil Deputy Prosecutor

Jack Louws, County Executive

Date: ___________
Sections:
24.03.010 Authority.
24.03.020 Rules adopted.
24.03.030 Definitions.
24.03.040 Permits.
24.03.060 Fees.
24.03.070 Severability

24.03.010 Authority.

Pursuant to RCW 70.05.060 these rules and regulations are adopted for the purpose of implementing and enforcing WAC 246-215 248-84-001 through 248-84-999, rules and regulations of the State Board of Health for food service sanitation. (Ord. 89-24 (part)).

24.03.020 Rules and inspection report form adopted.

A. WAC 246-215 248-84-001 through 248-84-999, Food Service Sanitation, as presently adopted and hereafter amended are adopted by reference. Whatcom County hereby adopts the Washington Administrative Code Chapter 246-215 Retail Food Code. If a conflict arises between WAC 246-215 and WCC 21.11 as amended, the more restrictive regulation shall prevail. Whatcom County will automatically incorporate any subsequent amendments to WAC 246-215 into this chapter.

B. DOH DSHS Form 332-035 9-106, Food Service Establishment Inspection Report, or other inspection form approved by DOH, and accompanying hazard point values for red high risk factors, critical and blue low risk factors items, as presently adopted and hereafter amended are adopted by reference. (Ord. 89-24 (part)).

24.03.030 Definitions.

For the purposes of this chapter, the words set out in this section shall have the following meanings:

1. “Blue low risk factors items” means those sanitation, design and maintenance items which are less critical than red high risk factors items, as defined on DOH Form 332-035 DSHS-9-106, Food Service Establishment Inspection Report.

2. “Board of health” means Whatcom County council.

3. “Food service establishment” means all types of establishments listed in as defined in WAC 246-215, part 1 248-84-002 Section 11, with the following modifications:

4. “Retail grocery store” means a food service establishment listed in which all potentially hazardous foods or beverages are received and sold prepackaged.
2. "Retail meat and fish markets" means a food service establishment in which potentially hazardous meat or fish products are cut and/or packaged, but not cooked. This type of establishment includes grocery stores with fresh meat and/or fish.

3. "Tavern" means an establishment in which alcoholic beverages are the primary sales, and food service is limited to food items that are received and sold prepackaged.

3. "Hazard points" means a value score for each type of violation noted at the time of inspection. The value of each type of violation is printed in DHHS 9-146, the Food Service Establishment Inspection Report.

4. "Health officer" means the legally designated health officer as defined in RCW 70.05.010.

5. "Imminent health hazard" means a condition described in WAC 246-215, part 1 that presents a significant threat or danger to health.

6. "Red high risk factors critical items" means those food quality and handling items which are most important in the protection of health, as defined in DOH 332-035 DHHS 9-106, Food Service Establishment Inspection Report. (Ord. 89-24 (part)).

7. "Regulatory Authority" means the Whatcom County Health Department.

8. "Temporary food establishment" means all types of establishments as defined in WAC 246-215, part 1.

24.03.040 Permits.
A. Permits issued by the regulatory authority will be required as provided in WAC 246-215-08301 248-84-070. Permits shall expire on the date stated on the permit but in no case shall they be valid for more than one year.

B. Permits for all food service establishments except temporary food service establishments will be issued to be effective from the time of an initial satisfactory inspection and payment of the permit fee for a period not to exceed one year.

C. Permits for temporary food service establishments will expire on the date stated on the permit, at the end of the event for which they are issued, but in no case shall they be valid for more than this exceed one year. 14-calendar days.

D. Permits will be suspended, revoked and/or reinstated as provided in WAC 246-215-08600 248-84-070. In addition to those stated in WAC 246-215-08600, any one of the following shall be grounds for suspension of a permit:

1. Refusal or inability to correct immediately any red critical item, high risk factor violation, or

2. Finding the same red critical item, high risk factor violation on two inspections within six months, or
3. Finding of 40 red critical item high risk factor hazard points or 100 total red and blue hazard points twice within a 12-month period; or

4. Finding that continued operation would otherwise constitute an imminent health hazard as a result of conditions defined in WAC 246-215, Part 1 immediate and substantial hazard to public health. These conditions include fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne disease outbreak, gross insanitary occurrence or condition, or other circumstance that might endanger public health. (Ord. 90-10 Exh. A (part); Ord. 89-24 (part)).

5. Obstructing a food safety inspector.

6. Violating the terms of permit issuance.

7. Service of unsafe or adulterated food.

8. Failing to provide hot water as required in the WAC 246-215-05210.

9. Failing to adhere to the terms of a compliance agreement.

10. Refusing to correct violations as ordered by a food safety inspector.

E. Permits will be revoked as provided in WAC 246-215-08600.

24.03.060 Fees.
Permit fees shall be established yearly by the Whatcom County council and shall be based on the cost of the inspection service. (Ord. 89-24 (part)). Failure to pay fines or fees may result in non-issuance of a permit.

24.03.070 Severability.
If any provision of this regulation or its application to any person or circumstance is held invalid, the remainder of the regulation or the application of the provisions through other persons or circumstances is not affected. (Ord. 89-24 (part)).
EXHIBIT A

Sections:

24.03.010 Authority.
24.03.020 Rules adopted.
24.03.030 Definitions.
24.03.040 Permits.
24.03.060 Fees.
24.03.070 Severability

24.03.010 Authority.
Pursuant to Revised Code of Washington (RCW) 70.05.060 these rules and regulations are adopted for the purpose of implementing and enforcing Chapter 246-215 Washington Administrative Code (WAC) Food Service.

24.03.020 Rules and inspection report form adopted.
1. Whatcom County adopts the WAC Chapter 246-215 Food Service, as now codified or hereafter amended. If a conflict arises between WAC 246-215 and Whatcom County Code (WCC) 24.03, the more restrictive regulation shall prevail.

2. Whatcom County adopts the Washington State Department of Health (DOH) Form 332-035, Food Establishment Inspection Report, or other inspection forms approved by DOH, and accompanying hazard point values for red high risk factors and blue low risk factors, as presently adopted or hereafter amended.

24.03.030 Definitions.

For the purposes of this chapter, the words set out in this section shall have the following meanings:

1. "Blue low risk factors" means those sanitation, design and maintenance items which are less critical than red high risk factors, as printed on DOH Form 332-035, Food Establishment Inspection Report.

2. "Food establishment" means all types of establishments as defined in WAC 246-215, part 1.

3. "Hazard points" means a value score for each type of violation noted at the time of inspection. The value of each type of violation is printed on the Food Service Establishment Inspection Report (DOH Form 332-035).

4. "Health Officer" means the legally designated Health Officer, or designee, as defined in RCW 70.05.010.
5. "Imminent health hazard" means a condition described in WAC 246-215, part 1 that presents a significant threat or danger to health.

6. "Red high risk factors" means those food quality and handling items which are most important in the protection of health, as printed on DOH Form 332-035, Food Establishment Inspection Report.

7. "Regulatory Authority" means the Whatcom County Health Department.

8. "Temporary food establishment" means all types of establishments as defined in WAC 246-215, part 1.

24.03.040 Permits.
1. Permits issued by the regulatory authority will be required as provided in WAC 246-215-08300. Permits shall expire on the date printed on the permit but in no case shall they be valid for more than one year.

2. Permits for all food establishments except temporary food establishments will be issued to be effective from the time of an initial satisfactory inspection and payment of the permit fee for a period not to exceed one year.

3. Permits for temporary food establishments will expire on the date printed on the permit, but in no case shall they be valid for more than one year.

4. Permits will be suspended, revoked and/or reinstated as provided in WAC 246-215-08600. In addition to those conditions defined in WAC 246-215-08600, any one of the following shall be grounds for suspension of a permit:
   a. Refusal or inability to correct immediately any red high risk factor violation; or
   b. Finding the same red high risk factor violation on two inspections within six months; or
   c. Finding of 40 red high risk factor hazard points or 100 total red and blue hazard points twice within a 12-month period; or
   d. Finding that continued operation would otherwise constitute an imminent health hazard as a result of conditions defined in WAC 246-215, part 1. These conditions include fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne disease outbreak, gross insanitary occurrence or condition, or other circumstance that might endanger public health.
   e. Obstructing a food safety inspector.
   f. Violating the terms of permit issuance.
   g. Service of unsafe or adulterated food.
   h. Failing to provide hot water as required in the WAC 246-215-05210.
i. Failing to adhere to the terms of a compliance agreement.

j. Refusing to correct violations as ordered by a food safety inspector.

5. Permits will be revoked as provided in WAC 246-215-08600.

24.03.060 Fees.
Permit fees shall be established by the Whatcom County Council and shall be based on the cost of the inspection service. Failure to pay fines or fees may result in non-issuance of a renewal permit.

24.03.070 Severability.
If any provision of this regulation or its application to any person or circumstance is held invalid, the remainder of the regulation or the application of the provisions through other persons or circumstances is not affected.
Ordinance amending the 2014 Unified Fee Schedule

ATTACHMENTS:
Exhibit A 2014 Unified Fee Schedule

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Consideration of the attached ordinance that amends the 2014 Unified Fee Schedule to authorize the Ferry fund to absorb credit/debit card convenience fees associated with accepting electronic payments on single-ride Lummi Island Ferry fares sold aboard the Whatcom Chief and incorporate credit/debit card convenience fees on multi-ride Lummi Island Ferry passes sold aboard the Whatcom Chief.
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive, and Honorable Members of the Whatcom County Council

THROUGH: Frank M. Abart, Director

FROM: James E. Lee, P.E. Bridge and Hydraulic Manager

SUBJECT: Ordinance regarding Credit/Debit Card Convenience Fees for Ticket Sales Onboard the Whatcom Chief

DATE: January 22, 2014

Requested Action:

Public Works requested direction from the County Council through Public Works, Health, and Safety Committee on December 10, 2013 regarding the disposition of credit/debit card convenience fees for ticket sales onboard the Whatcom Chief. The Council accepted the recommendations outlined below, and Public Works has prepared the attached ordinance corresponding to these recommendations for consideration by the County Council.

Background and Purpose:

Public Works began accepting credit/debit card payments for multi-ride Lummi Island Ferry passes over the internet on July 23, 2013. Beginning August 23, 2013, credit/debit card payments were also accepted for multi-ride passes at Public Works Administration’s front counter. Between July 23, 2013 and October 14, 2013, a total of sixty-seven (67) ferry multi-ride passes were sold between the two credit/debit card payment options. The total sales were $13,437.00. The total fees collected by the vendor, Point and Pay (PNP), on those sales were $319.52. The current credit/debit card convenience fee charged by PNP as allowed by their contract with Whatcom County is 2.35% of total purchase price. The credit/debit card convenience fee is automatically calculated and passed onto the customer by PNP at the time of the sale. Whatcom County does not receive any part of the convenience fees.

Starting on January 1, 2014, Public Works began accepting credit/debit card payments onboard the Whatcom Chief. We contacted six different vendors regarding the need to obtain a rugged handheld credit card machine so that credit/debit card payments can be accepted onboard the ferry. Only one vendor, North American Bancard, had a device that appears to meet our specifications for outdoor use. However, this device is not able to automatically calculate and
add the correct credit/debit card convenience fee into the sale price. This poses a challenge for the purser on the ferry, who only has approximately five minutes to collect all single-ride ferry fares from all of the customers on the Gooseberry Point to Lummi Island ferry run. Requiring the purser to calculate and add in the fees may result in delays in loading and unloading the Chief on runs when several customers use credit cards. Public Works is continuing to work with North American Bancard and the County Treasurer to determine whether an application-based payment system on a smartphone may streamline the collection of fees.

In addition to the time challenge associated with calculating and adding the fees, there is also uncertainty as to whether the internet fee rate of 2.35% will be appropriate to cover the fees charged by North American Bancard. In our pilot testing of the onboard payment system, we found that fees varied depending on the type of credit card used, and that additional monthly fees are charged depending on the level of activity.

**Recommendations**

Based on the considerations above, Public Works recommends that we temporarily waive convenience fees on single-ride transactions from Gooseberry Point to Lummi Island until the technology becomes available to automatically calculate and add the fees into the fare. Further, Public Works recommends that the current convenience fee rate of 2.35% be applied to multi-ride fares purchased on the Ferry, as these are only sold on the return trip to Gooseberry Point when the purser has sufficient time to calculate the fees.

The County Council, through the Public Works, Health, and Safety Committee, accepted these recommendations on December 10, 2013. Public Works has prepared the attached ordinance corresponding to these recommendations for consideration by the County Council. We anticipate that the recommended fee waiver will be necessary for approximately six (6) months. At that time, Public Works will provide an updated report to Council.

**Financial Analysis**

Temporarily waiving the convenience fees for single-ride fares sold onboard the Chief will have an impact on Ferry Fund revenue, since North American Bancard charges the fees to Whatcom County regardless of whether we pass the fees on to customers. The degree of this impact is difficult to estimate, since we have no way to predict the volume of credit card use on the Chief. The fares for single-ride Ferry fares range from $7.00 for a pedestrian/passenger to $133.00 for the largest size truck. The current convenience fee of 2.35% would range from $0.16 to $3.12 per transaction. Using historic ridership numbers, it is estimated that if fifty percent (50%) of all single-ride ferry fares sold on the ferry are purchased with a credit/debit card, the annual loss to the Ferry Fund would be approximately $7,000.

If you have any questions regarding this information, please contact James Lee at extension 50617.
PROPOSED BY: James Lee

SPONSORED BY: 

PUBLIC WORKS

INTRODUCTION DATE: 

ORDINANCE NO. 

AMENDING WHATCOM COUNTY 2014 UNIFIED FEE SCHEDULE TO AUTHORIZE THE FERRY FUND TO ABSORB CREDIT/DEBIT CARD CONVENIENCE FEES ON SINGLE-RIDE FERRY FARES AND INCORPORATE CREDIT/DEBIT CARD CONVENIENCE FEES ON MULTI-RIDE FERRY PASSES

WHEREAS, the Whatcom County 2014 Unified Fee Schedule addresses rate schedules, including rates for passage on the county-operated ferry; and

WHEREAS, the Whatcom County Ferry, the Whatcom Chief, has an approximately five-minute one-way ferry run time between Lummi Island and Gooseberry Point; and

WHEREAS, the purser on the Whatcom Chief have to collect all single-ride ferry fares on the Gooseberry Point to Lummi Island run within the approximately five-minute time frame; and

WHEREAS, there is not enough time for the purser to calculate and then add the credit/debit card convenience fee on multiple transactions in that time frame; and

WHEREAS, the Whatcom County Council has also expressed interest in accepting credit/debit card payments aboard the Whatcom Chief; and

WHEREAS, the state legislature through RCW 36.29.190 authorized county treasurers to accept credit and debit cards for fees and rates; and

WHEREAS, state law also authorizes county treasurers to absorb fees charged by electronic payment processing companies for electronic transactions (credit and debit cards) for non-tax payments if the county’s legislative body finds that it is in the best interest of the county to do so; and

WHEREAS, the County Council desires to extend the logic of the state law pertaining to county treasurers to charging or not charging convenience fees on money collected by the County’s Public Works Department for single-ride ferry fares; and

WHEREAS, on the Lummi Island to Gooseberry Point ferry run no single-ride fares are collected; instead the purser is available to sell multi-ride ferry passes; and

WHEREAS, these are the same multi-ride ferry passes that are currently sold on the Lummi Island Ferry website and over-the-counter at Public Works Administration, and
WHEREAS, the customers who purchase these multi-ride ferry passes with a credit/debit card are charged an associated convenience fee by the electronic payment processing companies for processing these electronic transactions; and

WHEREAS, the volume for multi-ride ferry passes is significantly less than the single-ride fares collected on the Gooseberry Point to Lummi Island ferry run; and

WHEREAS, charging the customers the associated convenience fee is consistent with the convenience fee that is automatically calculated and charged by the electronic payment processing company at Public Works Administration;

WHEREAS, charging the associated convenience fee on all multi-ride ferry passes will help offset the loss of revenue to the Ferry fund that would otherwise occur; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the ferry fund will absorb fees charged by electronic payment processing companies for electronic transactions (credit/debit cards) for all single-ride ferry fares collected on the Gooseberry Point to Lummi Island ferry runs, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the customers shall be charged the associated convenience fee charged to the County by the electronic payment processing companies on all multi-ride ferry punch cards sold on the Lummi Island to Gooseberry Point ferry runs, and

BE IT FURTHER ORDAINED that the Unified Fee Schedule be amended as set forth in the attached Exhibit A to this ordinance, and

BE IT FURTHER ORDAINED that this change will become effective thirty (30) days after the date of signature of this ordinance by the Whatcom County Executive.

ADOPTED this ___ day of ________, 20___.

ATTEST:

___________________________
Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

___________________________
Kathy Kershner, Council Chair

APPROVED AS TO FORM:

___________________________
Daniel L. Gibson, Chief Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

___________________________
Jack Louws, County Executive

( ) Approved   ( ) Denied

Date Signed: ____________________
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**Public Works - Ferry & Boats**

**Department Fees and Charges**

**Exhibit A - 2014 Unified Fee Schedule Amendment**
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**New Rates effective October 1, 2014**

- **$0.00** Current Fee set by
- **$3.00** Multi-Ride Ferry Passes
- **$0.00** Current Fee set by
- **$3.00** Multi-Ride Ferry Passes

**Additional Fees**

- **$27.50** Additional Trip surcharge
- **$57.50** Special Surcharge
- **$27.50** Additional Trip surcharge
- **$57.50** Special Surcharge

**Special Trips**

- **$26.20** Special Trips after Regular
- **$50.67** Over weight vehicle/trailer > 1 lane
- **$24.00** Over width vehicle/trailer > 1 lane
- **$22.00** Over height vehicle/trailer > 1 lane

**Larger Vehicles**

- **$30.00** Vehicle w/driver 36'-0, 10'-0, 5'0'-0
- **$20.00** Vehicle w/driver 20'-0, 0'-0, 36'-0, 10'-0, 5'-0
- **$19.50** Vehicle w/driver 20'-0, 0'-0, 36'-0, 10'-0, 5'-0
- **$18.00** Vehicle w/driver 20'-0, 0'-0, 36'-0, 10'-0, 5'-0
- **$17.00** Vehicle w/driver 8'-0, 0'-0, 20'-0, 0'-0, 36'-0
- **$16.00** Vehicle w/driver 8'-0, 0'-0, 20'-0, 0'-0, 36'-0

**Public Works - Ferry & Docks**

**Department Fees and Charges**

**Exhibit A - 2014 Unified Fee Schedule Amendment**
<table>
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**Additional Fees**

21. 9004 Per Trip Surcharge

**Special Trips**

25. 7067 Over with Vehicle/Traffic > 1 Lane

24. 7066 Trailer over 30 Feet

23. 7065 Trailer - 16 - 30 Feet

22. 7064 Trailer under 16 Feet

**Larger Vehicles**

19. 9001 Vehicle/Driver 2001 - 36,000 lbs

18. 9000 Vehicle/Driver 36,001 - 36,000 lbs

17. 9009 Vehicle/Driver 8,001 - 20,000 lbs

16. 9008 Vehicle/Driver 20,001 - 32,000 lbs

15. 9007 Needs Based Vehicle/Driver

14. 9006 Special Needs/Disabilities Income

13. 9005 Needs Based Vehicle/Driver
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:** Public Hearing and Resolution regarding Community Development Block Grant application.

**ATTACHMENTS:** Memorandum from Health Dept., Resolution, Grant Concept Fact Sheet, and CDBG Public Hearing Handout

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>(X) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>(X) Yes</th>
<th>( ) NO</th>
</tr>
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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>(X) NO</td>
<td>Requested Date: February 25, 2014</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Required public hearing and Resolution in support of an application for WA Department of Commerce Community Development Block Grant Planning-Only Grant Program funds to assist with regional cooperation to end homelessness and address the housing needs of low- to moderate-income people.

**Public Hearing Notice language:**

NOTICE IS HEREBY GIVEN that a public hearing will be held on the following by the Whatcom County Council in the Council Chambers, Whatcom County Courthouse, 311 Grand Avenue, Bellingham, on Tuesday, February 25, 2014 at 7:00 p.m.: A Resolution regarding application for a Community Development Block Grant. This Resolution would authorize the County Executive to submit an application to the State of Washington’s Department of Commerce, to request $24,000 to assist with regional cooperation to end homelessness and address the housing needs of low- to moderate-income people. The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from low- and moderate-income persons and persons residing in Whatcom County. Up to $24,000 may be available to Whatcom County to fund a planning project that will principally benefit low- and moderate-income persons. A copy of the grant application will be available for review at the Whatcom County Health Department’s office, 509 Girard Street, Bellingham, and the County Executive’s Office, 311 Grand Avenue, Bellingham, after February 19, 2014. Comments may also be submitted in writing to the Whatcom County Council until the public hearing has been closed.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
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<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Resolution Supporting the Application for a Community Development Block Grant to fund Planning Low and moderate income Housing Needs
DATE: February 3, 2014

Enclosed is a proposed resolution supporting a Community Development Block Grant application and fact sheet about the grant for Council introduction on February 11, 2014.

▪ Background and Purpose
The Washington Department of Commerce offers Community Development Block Grant (CDBG) funding that could augment our efforts to implement the Ten-Year Plan to End Homelessness and to cooperate regionally to address the housing affordability problems faced by low- and moderate-income people in Whatcom County.

If successful, the grant funds will be used to fund Whatcom County’s work with Skagit and Island counties to develop a regional strategy to improve housing affordability. By working cooperatively with neighboring counties, we become eligible for additional nonlocal matching grant funds, including the possibility of an annual allocation of HOME Investment Partnership Program grant funds from the US Department of Housing and Urban Development (HUD).

As part of the CDBG application process, we are required to conduct a public hearing in order to inform the public of the allowable uses of CDBG funding and to receive input on the proposed use of the funds. That hearing is scheduled for February 25, 2014. After a public hearing, the Council may consider a Resolution authorizing the County to apply for CDBG funding. A draft of the Resolution and background about the CDBG program is attached.

Please contact Gail deHoog at extension 30693, if you have any questions regarding this agreement.

Encl.
RESOLUTION NO._____

APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, Whatcom County is applying to the Washington Department of Commerce for funding assistance; and

WHEREAS, it is necessary that certain conditions be met as part of the application requirements; and

WHEREAS, County Executive Jack Louws is authorized to submit this application to the State of Washington on behalf of Whatcom County; and

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council authorizes submission of this application to the state Department of Commerce to request up to $24,000 to assist with regional cooperation to end homelessness and address the housing needs of low to moderate-income people, and certifies that if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws; and

Has provided opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a)(2)(3) of the Housing and Community Development Act of 1974, as amended); has complied with all public hearing requirements and provided citizens, especially low- and moderate-income persons, with reasonable advance notice of, and the opportunity to present their views during the assessment of community development and housing needs, during the review of available funding and eligible activities, and on the proposed activities; and

Has provided technical assistance to citizens and groups representative of low- and moderate-income persons that request assistance in developing proposals; and

Will provide opportunities for citizens to review and comment on proposed changes in the funded project and program performance; and

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants; and
Will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and will affirmatively further fair housing, (Title VIII of the Civil Rights Act of 1968); and

Has adopted (or will adopt) and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community development Act of 1974, as amended; and

Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s); and

Whatcom County designates Jack Louws, County Executive, as the authorized Chief Administrative Official and authorized representative to act in all official matters in connection with this application and Whatcom County’s participation in the Washington State CDBG Program.

APPROVED this _____ day of ______________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

__________________________________________
Dana Brown-Davis, Clerk of the Council

__________________________________________
Carl Weimer, Council Chair

APPROVED AS TO FORM:

______________________________
Civil Deputy Prosecutor
Community Development Block Grant Program (CDBG)

Helping rural communities with projects that benefit low- and moderate-income persons

The Washington State CDBG Program offers six grant funds:

**General Purpose Grants** $9,000,000
For public infrastructure, community facilities, affordable housing, or economic development

**Economic Opportunity Grants** $9,000,000
For state and local priority economic development and energy efficiency projects that promote vibrant rural communities

**Planning-Only Grants** $400,000
For planning activities that improve community services, public safety or further strategic planning

**Housing Enhancement Grants** $200,000
For off-site infrastructure or the community facility component of a state housing trust fund project

**Imminent Threat Grants** $100,000
For unanticipated emergencies posing a serious immediate threat to public health and safety

**Public Services Grants** $1,500,000
For county and community action agencies to fund new or expanded services to lower income persons

**Fast Facts**

- Commerce receives an estimated $11 million annual CDBG allocation from the U.S. Department of Housing and Urban Development (HUD)
- Maximum grants are generally $1 million for construction; $500,000 for housing rehabilitation; and $35,000 for planning.
- Since 1982 the CDBG program has distributed $445 million to rural cities, towns and counties

**Contact Information:**
Name: Kaaren Roe
Phone: (360) 725-3018
Fax: (360) 586-8440
Email: kaaren.roe@commerce.wa.gov
Web: www.commerce.wa.gov/cdbg
HUD National Objectives
CDBG project activities must meet one of three HUD National Objectives:

- Principally benefits low-and moderate-income persons
- Aids in the prevention or elimination of slums or blight
- Addresses imminent threat to public health or safety

CDBG Eligibility Guidelines
Eligible applicants are Washington State cities/towns with less than 50,000 in population and not participating in a CDBG entitlement urban county consortium; and counties with less than 200,000 in population. Eligible cities/towns and counties are listed on the CDBG website.

Special purpose districts, public housing authorities, community action agencies, economic development councils, other non-profit organizations, and Indian tribes are not eligible to apply directly to the state CDBG Program for funding, but may be a partner in projects and subrecipient of funding with an eligible city/town or county applicant.

Applicants may submit one request per fund each program year.
Exception: An eligible city/town or county may apply for a second General Purpose Grant if one application is for a local microenterprise assistance program.

Application materials and due dates are on the CDBG website.