A Resolution Approving Whatcom County/City of Bellingham Joint Granting Authority Recommendations on Six Applications for Open Space Current Use Assessment on Lands Located within City of Bellingham

**ATTACHMENTS:** Cover Memo; Draft Resolution; OS2009-2 Staff Report; Rating Sheets; Maps; City of Bellingham Draft ‘White Paper’ 7/28/10; Applications & Background Information on file with Council Office.

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

On December 8, 2009, the Whatcom County Council took action under Whatcom County Resolution No. 2009-078, approving recommendations on applications for classification, reclassification, or amending existing applications for open space current use assessment on lands located within the City of Bellingham.

Background: The Open Space Taxation Act (Chapter 84.34 RCW) provides that the City and County may meet as one body to act on such applications or hold separate hearings and take separate action. In anticipation that the City would take its own separate action at a future date, Whatcom County took its own action on these applications under Res. 2009-078. However, a number of years have passed, and the City has not taken its own separate action, and it is imperative that the pending status of these applications be resolved.

Proposed Action: To resolve the pending status of these applications, efforts are underway to assemble a Joint Granting Authority composed of at least three members of the County Council and at least three members of the Bellingham City Council (pursuant to RCW 84.34.037) who may meet to act as one body to approve or deny the subject applications.

A draft resolution has been prepared for consideration by a Joint Granting Authority should it convene to act on the subject applications.

**Distribution Request: Assessors Office – Keith Willnauer**

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:** OS2009-2

**Res. No. 2009-078/ AB2009-455**

**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

JACK LOUWS
COUNTY EXECUTIVE

TO: Honorable Jack Louws, Whatcom County Executive, Honorable Members of the Whatcom County Council & Honorable Members of City of Bellingham, City Council

THROUGH: J.E. “Sam” Ryan, Planning & Development Services, Director & Mark Personius, Long Range Planning Division Manager

FROM: Erin Osborn, Planner

DATE: September 30, 2014

SUBJECT: 2009 Open Space Applications Located in City of Bellingham

Introduction: Please find an enclosed packet containing background information, and a draft resolution prepared for a joint granting authority to convene and act on six applications for open space tax classification located within the City of Bellingham.

Statutory Authority: In accordance with the Open Space Taxation Act (Chapter 84.34 RCW), applications to classify or reclassify land as “Open Space Land” when such lands are located within the jurisdiction of an incorporated area may be approved after a decision is made by a joint granting authority that assembles as one body (composed of three members of the County and three members of the City), or by each body taking separate identical affirmative acts. (RCW 84.34.037)

Background: The subject applications were reviewed by City and County staff in 2009. Instead of a joint granting authority assembling as a one body to take action, in accordance with the then recently amended provisions of state law, it was decided that the City and County would act separately on the subject applications.

On December 8, 2009, the Whatcom County Council took action on these applications under Whatcom County Resolution No. 2009-078 with the understanding that the City would take its own action, shortly thereafter. However, because a number of years have passed, and the City has not taken its own separate action, it is imperative that the pending status of these applications be resolved. In addition, Washington State Department of Revenue issued a 2012 Report indicating that the County is required to include the cities when taking action on applications for open space land or timber land when the land that is subject of application is located within an incorporated area.
Requested Action: To resolve the pending status of these applications, PDS staff requests that a Joint Granting Authority convene, composed of at least three members of the County Council and at least three members of the Bellingham City Council to act as one body to approve or deny the subject applications.

It is understood that prior to any new action being taken on the subject applications, that previous action taken under Res. No. 2009-078 must be repealed. Another draft resolution has also been prepared for the Whatcom County Council to consider at its October 14, 2014 meeting, should the Council wish to repeal Res. No. 2009-078.

Note: Previously, there were seven applications in this group, but one of the ‘applications’ (Clark’s Point), a request to amend conditions of approval in an existing approved open space taxation agreement, has been withdrawn by the owners, and there are now a total of six remaining applications requiring action.

Please see the attached overview map that identifies the location of the subject applications that the County Council acted on under Res. No. 2009-078.

A brief presentation from staff is proposed on October 14, 2014 in Natural Resources Committee to give Council members an opportunity to review staff’s proposed plan of action to resolve the status of these pending applications.

Should the two legislative authorities decide that it is in the best interest of the public to convene as a single joint granting authority to act on the subject applications, it is requested that an upcoming public hearing be scheduled on the morning of October 28, 2014 in Whatcom County Council Chambers at approximately the same time as the regularly scheduled Whatcom County Council Natural Resources Committee meeting (9:30 AM). Prior to the hearing, PDS staff will give a brief overview on each application, and will be available to answer questions.

It is expected that sometime during the first week of October, the Whatcom County Clerk of the Council will be contacting the City of Bellingham, Legislative Assistant to extend an invitation to the City to join the County Council in acting together as a joint granting authority on the subject applications. Subject to approval by the City, it is anticipated that the Whatcom County Clerk of the Council will coordinate with the City on the logistical details involved in scheduling the required public hearing, and meeting arrangements (which may ultimately differ from what PDS staff has proposed here).

Please contact me if you have any questions, or need additional information.

Thank you.
RESOLUTION NO: _____________

APPROVING WHATCOM COUNTY/CITY OF BELLINGHAM JOINT GRANTING AUTHORITY RECOMMENDATIONS ON SIX APPLICATIONS FOR OPEN SPACE CURRENT USE ASSESSMENT ON LANDS LOCATED WITHIN CITY OF BELLINGHAM AS AUTHORIZED BY THE OPEN SPACE TAXATION ACT, CHAPTER 84.34 RCW

WHEREAS, The Open Space Taxation Act, codified in Chapter 84.34 RCW authorizes counties to assess the value of real property on the basis of its “current use” after such lands have been approved for classification or reclassification as either Farm and Agricultural Land, Open Space Land (including its sub-classification Farm and Agricultural Conservation Land), or Timber Land for the purposes of taxation; and

WHEREAS, In accordance with the Open Space Taxation Act (Chapter 84.34 RCW), when applications to classify or reclassify land as “Open Space Land” are located within the jurisdiction of an incorporated area, they may be approved after a decision is made by a joint granting authority that assembles as one body (composed of three members of the County and three members of the City), or by each body taking separate identical affirmative acts. (RCW 84.34.037); and

WHEREAS, In December of 2009, Whatcom County PDS forwarded staff recommendations to the County Council on a total of seven applications to either classify or reclassify land as Open Space Land, or to amend existing conditions of approval on previously classified Open Space Land on lands that are located within the City of Bellingham; and

WHEREAS, In 2009, Planning & Development Services Open Space Current Use Program staff met with City of Bellingham Parks and Recreation Department staff and discussed recommendations on the subject applications. This discussion resulted in a mutual understanding that the two jurisdictions would likely meet separately to take action on the subject applications; and

WHEREAS, On December 8, 2009, in accordance with RCW 84.34.037, the Whatcom County Council held a public hearing and approved amended recommendations on the subject applications under Whatcom County Resolution No. 2009-078. This action was taken with the understanding that final approval or denial on these applications would be in a pending status until City of Bellingham took its own separate action on the subject applications; and

WHEREAS, Applications for Open Space Land are evaluated with Whatcom County’s Open Space Public Benefit Rating System, last updated in 1995, which requires some form of Public Access unless specifically waived; and
WHEREAS, After the County Council took action on the subject applications under Whatcom County Resolution No. 2009-078, City of Bellingham staff re-reviewed the subject applications, and subsequent to this review wrote a draft white paper dated 7/28/2010 outlining a number of concerns about Whatcom County’s Open Space Public Benefit Rating System (PBRS), both generally, and as it applied to the subject applications, with regards to: lack of specificity in granting conditions; issues concerning public access, signage, traffic, parking, law enforcement; lack of information available to consider the loss of revenue or shift in taxes that occurs when an application is approved in the jurisdiction of the City of Bellingham; and lack of a prescribed method to amend an open space taxation agreement and granting conditions once an application is approved; and

WHEREAS, The Whatcom County Council in taking action under Res. No. 2009-078 denied a request from the Clark Family to amend a condition of approval on a previously approved application (Clark’s Point). The request was to amend a condition requiring a trail to be built across the northern part of the Point. The County Council denied this request (making it moot before the City); following action by the County Council the owners withdrew the request to amend the conditions of approval before the City, because the owners understood correctly that both jurisdictions would need to vote affirmatively for the request to be approved, thus reducing the total number of applications requiring final action by the City by one, from seven applications down to six; and

WHEREAS, A number of years have passed, and the City has not taken its own separate action, and because it is imperative that the pending status of these applications be resolved, on June 26, 2014, Whatcom County Executive Jack Louws met with City of Bellingham Mayor, Kelli Linville, to discuss an alternative approach to resolve the pending status of the remaining six subject applications. After this meeting, Executive Louws gave PDS staff specific direction to go forward and coordinate efforts involved in assembling a Joint Granting Authority composed of three members of the Whatcom County Council and three members of the Bellingham City Council to act on and resolve the pending status of the six remaining applications previously acted on by the County Council on December 8, 2009 under Res. No. 2009-078:

WHEREAS, Prior to a joint granting authority taking any new action on the subject applications, the previous action taken by the Whatcom County Council under Resolution No. 2009-078 must be repealed.

WHEREAS, On October 14, 2014, the Whatcom County Council took action to repeal Resolution No. 2009-078; and

WHEREAS, On October 28, 2014 in Whatcom County Council Chambers, and pursuant to 84.34.037 (1) RCW, the Whatcom County Council and the City of Bellingham legislative authorities assembled to form a joint granting authority composed of at least three members of the Whatcom County Council and at least three members of the Bellingham City Council who held a public hearing, and considered staff recommendations, and after considering all testimony voted on recommendations to approve in whole or in part or deny the six remaining applications referenced in Master File Number OS2009-2 that the County had previously acted on under Whatcom County Resolution 2009-078; and

WHEREAS, Pursuant to WAC 197-11-800(6)(c), matters relating to Open Space Current Use Assessment are determined not to be major actions and thus
exempt from environmental review under the State Environmental Policy Act (SEPA); and

WHEREAS, Pursuant to RCW 84.34 the statutory requirements regarding legal notice have been met; and

WHEREAS, A Joint Granting Authority composed of at least three members of the Whatcom County Council and at least three members of the Bellingham City Council adopt the following Findings of Fact and Reasons for Action:

FINDINGS OF FACT AND REASONS FOR ACTION

1. Whatcom County Planning and Development Services received a total of seven (7) applications for classification, reclassification, or to amend an existing approved application, as Open Space Land on lands located within the City of Bellingham; these applications were given individual file numbers and were grouped together and are referenced under Master File Number OS2009-2.

2. Planning and Development Services staff evaluated individual applications referenced under Master File Number OS2009-2 using Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (Ord. 1995-040) and prepared a staff report with recommendations consistent with the results of each evaluation, and submitted this staff report to the City of Bellingham Greenways staff, Tim Wahl, and later to members of the Whatcom County Council. Copies of this report were also made available to individual applicants.

3. Notice of a public hearing for Master File Number OS2009-2 Open Space Current Use Assessment applications was published in the Bellingham Herald on November 28, 2009.

4. On Tuesday, December 1, 2009 Planning and Development Services staff met with City of Bellingham staff, Tim Whal to discuss the merits of individual applications.

5. On Tuesday, December 8, 2009, three Whatcom County Council members in Natural Resources Committee held a public hearing on all applications referenced under Master File Number OS2009-2, considered staff recommendations and considered all testimony in making their recommendations to the full Council on the evening of the same day on whether to approve in whole or in part, or deny individual applications referenced under Master File OS2009-2.

6. At the conclusion of the December 8, 2009 public hearing held by the Whatcom County Council Natural Resources Committee on applications referenced under Master File Number OS2009-2, Committee members voted to approve all recommendations as presented by staff with the exception of the Bridgeview Ventures application (OSP2009-00019) and the Clark Family application (OSP2009-00018). The Committee voted to deny the Bridgeview Ventures application, in totality. The Committee also voted to recommend denial on the Clark Family’s request to modify conditions of public access as described in the existing 1985 Open Space Taxation Agreement as recorded under Auditor’s File Number 1516491.
7. The full County Council took action to approve Ludtke-Pacific, Ing, Ing-Alder, Harris and Nelson applications on the evening of December 8, 2009, and denied the Bridgeview Ventures application, and also voted to deny the Clark Family’s request to modify conditions of public access, under Whatcom County Resolution No. 2009-078.

8. As noted in Finding No. 7 above, action taken by the Whatcom County Council in approving recommendations under Res. No. 2009-078 included a request from the Clark Family (Clark’s Point) to amend a condition requiring a trail to be built across the northern tip of Clark’s Point. The County Council denied this request (making it moot before the City), and following action by the County Council, the owners withdrew the request to continue with the application to amend before the City because the owners understood correctly that both jurisdictions would need to vote affirmatively for a request to be approved. The owners subsequently constructed a trail in accordance with the existing open space taxation agreement conditions and have since been found by PDS staff and the County Assessor’s Office to be in compliance with granting conditions listed in an open space taxation agreement recorded under Auditor’s File Number 1516491.


Draft findings and recommendations in the City’s (Tim Wahl) 7/28/10 document included specific recommendations on the individual applications, (post County Council December 8, 2009 action taken under Res. No. 2009-078). The City’s draft white paper also outlines concerns about Whatcom County’s Public Benefit Rating System, including issues with public access, traffic, parking, law enforcement; lack of information about the loss of revenue or shift in taxes that typically occurs as a result of application approval; and the lack of a clear method to amend an existing open space taxation agreement, once approved, especially in regards to public access.

10. After numerous unsuccessful attempts at coordinating with the City to take its own separate action on the subject parcels, on June 26, 2014, Whatcom County Executive Jack Louws met with City of Bellingham Mayor, Kelli Linville, to discuss an alternative approach to resolve the pending status of the remaining six subject applications. After this meeting, Executive Louws gave PDS staff specific direction to go forward and coordinate efforts involved in assembling a joint granting authority as prescribed by statute (RCW 84.34.037) composed of at least three members of the County Council and at least three members of the Bellingham City Council to act on and resolve the pending status of the six remaining applications previously acted on by the County Council on December 8, 2009 under Res. No. 2009-078.

11. On August 28, 2014, PDS staff contacted the Bellingham City Council legislative assistant to begin setting up a joint granting authority. Based on these preliminary conversations, it appeared that the City
would be contemplating action on these applications in the fall of 2014.

12. On September 29 and 30, 2014, as part of preparation in drafting new recommendations for review by the Joint Granting Authority, Whatcom County PDS staff re-reviewed each application and also reviewed the Draft July 28, 2010 Findings and Recommendations from Tim Wahl, Bellingham Parks and Recreation Department.

Staff drafted new ‘composite’ recommendations (incorporating input from the City of Bellingham Parks and Recreation Department July 28, 2010, Draft white paper) for review by the Joint Granting Authority. In drafting these new recommendations, PDS staff intentionally omitted recommended conditions proposed by City of Bellingham that would allow the County Assessor to remove property if it should be found, at any time, that the property has no future development potential.

The County’s Public Benefit Rating System (PBRS) currently applies to land regardless of whether or not the land has development potential. The PBRS is a rating system originally approved by the County in 1986 with most recent amendments adopted by the County Council by ordinance in 1995 (Ord. 1995-040). The PBRS contains Whatcom County’s open space priorities, policies, and criteria, and by its adoption, the County is obligated to rate properties in accordance with these priorities and criteria. The County’s Public Benefit Rating System does not contain criteria that would preclude classification if development potential does not exist.

13. City of Bellingham Parks and Recreation Department July 28, 2010, Draft white paper indicated that only one of the parcels in the Ludtke-Pacific application should be considered for approval, and that the City would favor the possibility of public access on the site. On September 29, 2014, PDS staff contacted Lloyd Ludtke of Ludtke-Pacific LLC to inquire about his intentions on both parcels, and whether he would be willing as a condition of approval to grant a perpetual conservation easement to the City and County for protection of the riparian areas alongside Squalicum Creek where it flows along the two parcels in his application. Mr. Ludtke stated “yes”, and added that he thought ‘this would be in keeping with the purpose of the Open Space Taxation Act, and the classification of open space land’, but added that public access would not be appropriate, because he operates a commercial trucking operation on the more upland areas, which could cause risk of liability if public access was stipulated as a condition of approval.


15. On September 30, 2014, in advance of the October 3rd 2014 agenda bill deadline for the October 14, 2014 County Council Meeting, PDS staff also prepared an agenda bill, cover memo, draft resolution, and background materials for the consideration of a prospective joint granting authority (to be composed of at least three members of the County Council and at least three members of the Bellingham City
Council); with a request that the joint granting authority convene on October 30th 2014 to hold a public hearing in Whatcom County Council Chambers during the normally scheduled Natural Resources Committee meeting, and following that, to take final action on recommendations on the six remaining applications in File No. OS2009-2, to supplant action taken under Res. No. 2009-078.

16. The Whatcom County Clerk of the Council transmitted contents of the packet prepared by PDS staff including cover memo, draft resolution, and background materials to the City of Bellingham Legislative Assistance for consideration of a prospective joint granting authority (to be composed of at least three members of the County Council and at least three members of the Bellingham City Council); with a request that the joint granting authority convene on October 30th 2014 to hold a public hearing in Whatcom County Council Chambers during the normally scheduled Natural Resources Committee meeting, and following that, to take final action on recommendations on the six remaining applications in File No. OS2009-2 to supplant action taken under Res. No. 2009-078.

17. On October 14, 2014, and in anticipation of a joint granting authority assembling to take final action on the six remaining applications in File No. OS2009-2, the Whatcom County Council voted to repeal Res. No. 2009-078.

18. On October 14, 2014, and in anticipation of a joint granting authority assembling, the Whatcom County Council voted to introduce a draft resolution prepared by PDS staff for action by a Joint Granting Authority, should it convene, and for its consideration in taking action on the six remaining applications in File No. OS2009-2.

19. A public hearing was scheduled to take place before the Joint Granting Authority, to be held on October 28, 2014 in Council Chambers during the normally scheduled Natural Resources Committee meeting. Notice of this public hearing was published in the Bellingham Herald prior to the hearing. In addition, all applicants were sent a letter by US regular Mail stating that a public hearing would be held on their individual applications in front of a Joint Granting Authority to supplant previous action taken under Res. No. 2009-078, since repealed.

20. On October 28, 2014, a Joint Granting Authority convened to hold a public hearing to take action and resolve the pending status of the six remaining applications referenced in File No. OS2009-2 on lands located within the City of Bellingham. PDS staff gave a brief overview on the subject applications, and requested that the Joint Granting Authority, elect a chair to act as signor on the joint resolution. After duly electing a chair to sign the joint resolution, and after considering staff recommendations from both jurisdictions, and after considering input from the public, the Joint Granting Authority cast votes on recommendations for each of the six remaining applications referenced in File No. OS2009-2 on lands located within the City of Bellingham.

**NOW, THEREFORE, BE IT RESOLVED BY A JOINT GRANTING AUTHORITY COMPOSED OF AT LEAST THREE MEMBERS OF THE WHATCOM COUNTY COUNCIL & AT LEAST THREE MEMBERS OF THE**
BELLINGHAM CITY COUNCIL, ASSEMBLED FOR THE PURPOSES OF APPROVING RECOMMENDATIONS ON SIX APPLICATIONS TO CLASSIFY OR RECLASSIFY PROPERTY AS "OPEN SPACE LAND" AS DEFINED IN RCW 84.34.020(1)(b):

Recommendations on applications for Open Space Current Use Assessment referenced in Master File Number OS2009-2 (as amended) and listed below are hereby approved subject to conditions and applicable scores as noted herein:

OSP2009-00014; Ludtke-Pacific Trucking, Inc.; 4059 Bakerview Valley Road Application to Reclassify from Open Space Farm & Agricultural Land to Open Space Land
Assessor’s Parcel Number(s):
380316 096405 0000; 380316 127410 0000: 1.92 Acre(s)
PBR= 85.70
Recommendation: Approval subject to the following conditions:
1. Public Access is not required.
2. Open Space Signage (format, style, content, and sign location) subject to approval by City of Bellingham.
3. Management of the property by the owner as wildland, to be monitored by City and County for compliance with granting conditions.
4. A perpetual conservation easement or public trail easement may be granted to the City of Bellingham upon consent of the owner.
5. The owner shall provide a written statement filed with the City of Bellingham, Whatcom County Council Office, and the County Assessor’s Office that the City has no control over the property other than the right to enforce conditions of approval under which classification is granted as specified in the terms of the open space taxation agreement.
6. The owner shall provide written indemnification of the City of Bellingham and Whatcom County for claims arising due to public use of trails (if any) or land, unless and until such time the land is maintained by the City as part of a separate agreement.
7. Signed and Recorded Whatcom County Hold Harmless Agreement.

OSP2009-00015; Ing; C/O 3100 St. Clair Street
New Application; Open Space Land
1.05 Acre(s)
Assessor’s Parcel Number(s):
380321 154410 0000; 380321 178410 0000
PBR= 85.17
Recommendation – Approval subject to the following conditions:

1. Public Access is not required
2. Management by the owner as wildland, including a commitment to only remove brush or trees to enhance wildlife habitat functions or if constituting a hazard to persons or property, to be monitored by City and County for compliance with granting conditions.
3. A concise site plan or map subject to approval by City of Bellingham that accurately depicts the total area in acres subject to this approval that will be kept on file at the City of Bellingham, the Whatcom County Council
Office, and the Whatcom County Assessor’s Office.
4. Open Space Signage (format, style, content, and sign location) subject to approval by City of Bellingham.
5. Limited access on a project per project basis by City of Bellingham or designee to assess environmental values, functions, and opportunities for future trail access, and habitat enhancement.
6. Approval contingent upon approval of the adjacent Open Space Land application for the Ing-Alder parcel to the north, referenced under GEO ID: 380321 146426 0000.
7. A perpetual conservation easement or public trail easement may be granted to the City of Bellingham upon consent of the owner.
8. The owner shall provide a written statement filed with the City of Bellingham, Whatcom County Council Office, and the County Assessor’s Office that the City has no control over the property other than the right to enforce conditions of approval under which classification is granted as specified in the terms of the open space taxation agreement.
9. The owner shall provide written indemnification of the City of Bellingham and Whatcom County for claims arising due to public use of trails (if any) or land, unless and until such time the land is maintained by the City as part of a separate agreement.
10. Signed and Recorded Whatcom County Hold Harmless Agreement.

OSP2009-00016; Ing (Formerly Ing/Alder); C/O 3100 St. Clair Street
New Application; Open Space Land
1.10 Acre(s)
Assessor’s Parcel Number:
380321 146426 0000
PBR= 85.17
Recommendation – Approval subject to the following conditions:

1. Public Access is not required.
2. Management by the owner as wildland, including a commitment to only remove brush or trees to enhance wildlife habitat functions or if constituting a hazard to persons or property, to be monitored by City and County for compliance with granting conditions.
3. A concise site plan or map subject to approval by City of Bellingham that accurately depicts the total area in acres subject to this approval that will be kept on file at the City of Bellingham, the Whatcom County Council Office, and the Whatcom County Assessor’s Office.
4. Open Space Signage (format, style, content, and sign location) subject to approval by City of Bellingham.
5. Limited access on a project per project basis by City of Bellingham or designee to assess environmental values, functions, and opportunities for future trail access, and habitat enhancement.
6. Approval contingent upon approval of the adjacent application for open space land on the Ing-Alder parcel to the north, referenced under GEO ID: 380321 146426 0000.
7. A perpetual conservation easement or public trail easement may be granted to the City of Bellingham upon consent of the owner.
8. The owner shall provide a written statement filed with the City of Bellingham, Whatcom County Council Office, and the County Assessor’s Office that the City has no control over the property other than the right to enforce conditions of approval under which classification is granted as specified in the terms of the open space taxation agreement.

9. The owner shall provide written indemnification of the City of Bellingham and Whatcom County for claims arising due to public use of trails (if any) or land, unless and until such time the land is maintained by the City as part of a separate agreement.

10. Signed and Recorded Whatcom County Hold Harmless Agreement.

OSP2009-00017; Harris; 2905 Willis Street
New Application; Open Space Land
1.18 Acre(s)
Assessor’s Parcel Number(s):
370307 168238 0000; 370307 184238 0000; 370307 208238 0000
PBR= 91.85
Recommendation – Approval subject to the following conditions:

1. Public Access is required.
2. Management by the owner as wildland, including a commitment to only remove brush or trees to enhance wildlife habitat functions or if constituting a hazard to persons or property, to be monitored by City and County for compliance with granting conditions.
3. A concise site plan or map subject to approval by City of Bellingham that accurately depicts the total area in acres subject to this approval that will be kept on file at the City of Bellingham, the Whatcom County Council Office, and the Whatcom County Assessor’s Office.
4. Public access is required on the owners improved trail as shown in Joint Granting Authority’s Condition of Approval No. 3 required site plan or map.
5. A perpetual conservation easement or public trail easement may be granted to the City of Bellingham upon consent of the owner.
6. Removal of the header boards and widening of the walking tread on the easterly segment of the foot path to provide a walking tread no narrower than 18”. Note: Header boards are not allowed or present on other nearby connecting trails used by the public and the trail tread should appear as a visible, continuous and flat surface to the public. Header boards create the appearance of an informal trail that is not part of the public trail system.
7. The owner shall provide a written statement filed with the City of Bellingham, Whatcom County Council Office, and the County Assessor’s Office that the City has no control over the property other than the right to enforce conditions of approval under which classification is granted as specified in the terms of the open space taxation agreement.
8. The owner shall provide written indemnification of the City of Bellingham and Whatcom County for claims arising due to public use of trails or land, unless and until such time the land is maintained by the City as part of a separate agreement.
9. Signed and Recorded Whatcom County Hold Harmless Agreement.
OSP2009-00019; Bridgeview Ventures, LLC.; 1609 12th Street
New Application: Open Space Land
0.034 Acre(s)
Assessor’s Parcel Number:
370212 171565 0000
PBR= 58.00

Recommendation – Denial, based on a finding that the public benefit offered is not commensurate with the loss of revenue or shift in taxes that would occur if the application were to be approved.

OSP2009-00020; Nelson; 2750 Victoria Street
Transfer Application: Open Space Farm/Agricultural Land to Open Space Land
8.73 Acre(s)
Assessor’s Parcel Number(s):
370307 0830510000; 370307 104020 0000; 370307 116083 0000
PBR= 85.80
Recommendation – Approval subject to the following conditions:

1. Management of the wooded areas by the owner as wildland and management of other open areas for meadow, pasture, and pond features. Construction of farm and yard structures in the open areas shall be subject to approval by the City of Bellingham, and disallowed in the forested areas, to be monitored by the City and County.

2. A perpetual conservation easement or public trail easement may be granted to the City of Bellingham upon consent of the owner.

3. An easement or license dedicating public access over any trails constructed by the City of Bellingham shall be granted for a period of 15 years after the granting of this approval. Said easement or license shall specifically grant the City with the right to construct the following trails:
   a. An east/west trending trail along the south boundary of the property to connect the level portions of the abandoned F&S railroad grade separated by the former railroad bridge on the slope of the Chuckanut Creek ravine. Said trail shall be located as far to the south of the applicant’s property as is feasible to a trail complying with public trail development standards. Pasture-type fencing shall be installed by the City to keep the public trail corridor separate from applicant’s adjacent pastures and ponds.
   b. A north/south trending trail along the west boundary of the property from the southerly end of 26th Street to the above F&S grade trail. Said trail shall be located as far west as is feasible to avoid impacting wetlands and wetland buffers and shall be located to utilize the 26th Street right-of-way as much as possible. Pasture-type fencing shall be installed by the City to keep the public trail corridor separate from the owner’s adjacent pastures and ponds.

4. Open Space Signage (format, style, content, and sign location) subject to approval by City of Bellingham.

5. The owner shall provide a written statement filed with the City of Bellingham, Whatcom County Council Office, and the County Assessor’s...
Office that the City has no control over the property other than the right to enforce conditions of approval under which classification is granted as specified in the terms of the open space taxation agreement.

6. The owner shall provide written indemnification of the City of Bellingham and Whatcom County for claims arising due to public use of trails (if any) or land, unless and until such time the land is maintained by the City as part of a separate agreement.

7. Signed and Recorded Whatcom County Hold Harmless Agreement.

BE IT FURTHER RESOLVED that the Joint Granting Authority, composed of at least three members of the Whatcom County Council and at least three members of the Bellingham City Council directs the Whatcom County Assessor to place the parcels into the appropriate Open Space Current Use classification.

BE IT FINALLY RESOLVED that adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this _________ day of ________________________, 20 __________________________

ATTEST: WHATCOM COUNTY/CITY OF

BELLINGHAM OPEN SPACE
CURRENT USE PROGRAM:
JOINT GRANTING AUTHORITY

Dana Brown-Davis
Clerk of the Council

Joint Granting Authority, Chair

Royce Buckingham
Whatcom County
Civil Deputy Prosecutor

APPROVED AS TO FORM:

City of Bellingham, Attorney
RESOLUTION NO: 2009-078

APPROVING RECOMMENDATIONS ON APPLICATIONS FOR CLASSIFICATION, RECLASSIFICATION, OR AMENDING EXISTING APPLICATIONS FOR OPEN SPACE CURRENT USE ASSESSMENT

WHEREAS, The Open Space Taxation Act codified as Chapter 84.34 RCW, gives counties legislative authority to grant applications for current use classification and re-classification as Farm and Agricultural Land, Open Space Land and its sub-classification Farm and Agricultural Conservation Land, and Timber Land; and

WHEREAS, Pursuant to Whatcom County Code, Section 3.28.020, applications for Open Space Land, Farm and Agricultural Conservation Land, and Timber Land are received and evaluated by Whatcom County Planning and Development Services Department staff and the results of this evaluation are then presented at a public hearing for review and consideration in making recommendations to the County Council; and

WHEREAS, Applications for Open Space Land are evaluated with the Public Benefit Rating System and assigned a Public Benefit Rating (PBR) that corresponds with a recommendation of approval or denial, and must receive a score of 45 or above for a recommendation of approval; and

WHEREAS, Pursuant to 84.34.037 (1) RCW, applications for classification of land in an incorporated area shall be acted upon by: A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications; and

WHEREAS, On December 8, 2009, three members of the Whatcom County Council held a public hearing and considered staff recommendations, and considered all testimony submitted on applications referenced in Master File Number OS2009-2; and

WHEREAS, Pursuant to 84.34.037 (1) RCW, the Whatcom County Council, upon conclusion of its December 8, 2009 public hearing voted to take separate, affirmative and identical action as anticipated by the City of Bellingham in approving recommendations on the above referenced applications; and

WHEREAS, Pursuant to WAC 197-11-800(6)(c), matters relating to Open Space Current Use Assessment are determined not to be major actions and thus exempt from environmental review under the State Environmental Policy Act (SEPA); and
WHEREAS, Pursuant to RCW 36.70.390 & RCW 84.34 the statutory requirements regarding legal notice have been met; and

WHEREAS, the County Council has adopted the following Findings of Fact and Reasons for Action:

FINDINGS OF FACT AND REASONS FOR ACTION

1. Whatcom County Planning and Development Services received a total of seven (7) applications for classification, reclassification, or amended existing applications, as Open Space Land within the City of Bellingham; these applications were given individual file numbers and were grouped together and are referenced under Master File Number OS2009-2.

2. Planning and Development Services staff evaluated individual applications referenced under Master File Number OS2009-2 using appropriate evaluation criteria and prepared a staff report with recommendations consistent with the results of each evaluation, and submitted this staff report to Whatcom County Council Members, and to the City of Bellingham staff, Tim Wahl. Copies of this report were also made available to individual applicants.

3. Notice of the public hearing for Master File Number OS2009-2 Open Space Current Use Assessment applications was published in the Bellingham Herald on November 28, 2009.

4. On Tuesday, December 1, 2009 Planning and Development Services staff met with City of Bellingham staff, Tim Wahl to discuss the merits of individual applications.

5. On Tuesday, December 8, 2009, three Whatcom County Council members in committee held a public hearing on all applications referenced under Master File Number OS2009-2, considered staff recommendations and considered all testimony in making their recommendations to the full Council on whether to approve in whole or in part, or deny individual applications referenced under Master File OS2009-2.

6. At the conclusion of the public hearing on applications referenced under Master File Number OS2009-2, Council members in committee voted to approve all recommendations as presented by staff with the exception of the Bridgeview Ventures application (OSP2009-00019) and the Clark Family application (OSP2009-00018). The Committee voted to deny the Bridgeview Ventures application, in totality. The Committee also voted to recommend denial on the Clark Family’s request to modify conditions of public access as described in the existing 1985 Open Space Taxation Agreement as recorded under Auditor’s File Number 1516491.
NOW, THEREFORE, BE IT RESOLVED BY THE WHATCOM COUNTY COUNCIL that recommendations on applications for Open Space Current Use Assessment referenced in Master File Number OS2009-2 and listed below are hereby approved subject to conditions and applicable scores as noted herein by separate affirmative acts of both Whatcom County and City of Bellingham legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications:

OSP2009-00014; Ludtke-Pacific Trucking, Inc.; 4059 Bakerview Valley Road Transfer Application; Open Space Farm/Agricultural Land to Open Space Land
1.92 Acre(s)
Assessor’s Parcel Number(s):
380316 096405 0000; 380316 127410 0000
PBR = 85.70
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00015; Ing; C/O 3100 St. Clair Street
New Application; Open Space Land
1.05 Acre(s)
Assessor’s Parcel Number(s):
380321 154410 0000; 380321 178410 0000
PBR = 85.17
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00016; Ing/Alder; C/O 3100 St. Clair Street
New Application; Open Space Land
1.10 Acre(s)
Assessor’s Parcel Number:
380321 146426 0000
PBR = 85.17
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00017; Harris; 2905 Willis Street
New Application; Open Space Land
1.18 Acre(s)
Assessor’s Parcel Number(s):
370307 168238 0000; 370307 184238 0000; 370307 208238 0000
PBR = 91.85
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00018; Douglas & Margaret Clark Family LLC; Clark’s Point Amending Existing Open Space Taxation Agreement Public Access Conditions; 67.66 Acre(s)
Assessor’s Parcel Number(s):
370214 499306 0000; 370214 465249 0000; 370214 507180 0000;
370213 018190 0000; 370213 050150 0000; 370213 080099 0000
PBR = 90.00
Recommendation – Denial
OSP2009-00019; Bridgeview Ventures, LLC.; 1609 12th Street
New Application: Open Space Land
0.034 Acre(s)
Assessor's Parcel Number:
370212 171565 0000
PBR= 58.00
Recommendation – Denial

OSP2009-00020; Nelson; 2750 Victoria Street
Transfer Application: Open Space Farm/Agricultural Land to Open Space Land
8.73 Acre(s)
Assessor's Parcel Number(s):
370307 0830510000; 370307 104020 0000; 370307 116083 0000
PBR= 85.80
Recommendation – Approval subject to Public Access Rules and Posted Sign

BE IT FURTHER RESOLVED that the Whatcom County Council directs the Assessor to place the parcels into the appropriate Open Space Current Use classification.

BE IT FINALLY RESOLVED that adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this 8th day of December, 2009

ATTACH
COUNTY COUNCIL OF WHATCOM COUNTY

Dana Brown-Davis
Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY,
WASHINGTON

Geth Fleetwood
Council Chair

APPROVED AS TO FORM:

Royce Buckingham
Civil Deputy Prosecutor
MEMORANDUM

TO: Whatcom County Council Members

THROUGH: Tyler Schroeder, Current Planning Supervisor

FROM: Erin Osborn, Planner

DATE: December 1, 2009

RE: Public Hearing on Open Space Applications - City of Bellingham

This memo covers the December 8, 2009 public hearing scheduled to be held by three members of the Whatcom County legislative body on the matter of seven (7) applications for classification, reclassification, or amended existing applications, for Open Space Current Use Assessment on lands located within the City of Bellingham.

The attached packet contains a staff report, maps, photos, and evaluation forms corresponding to each of the seven (7) applications referenced under Master File Number OS2009-2. Whatcom County Planning & Development Services staff has evaluated and scored the subject applications with the Whatcom County Open Space Policy and Criteria & Public Benefit Rating System as adopted under Whatcom County Ord. 95-04, and as required by law (Chapter 84.34 RCW).

Pursuant to 84.34.037 (1) RCW, "... applications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications."

A draft resolution has been prepared and is enclosed within this cover should the three members of the County Council, at the conclusion of the December 8, 2009 public hearing take separate and identical action as is anticipated by three members of the City of Bellingham legislative body in approving recommendations on the above referenced applications.
RESOLUTION NO: __________________

APPROVING RECOMMENDATIONS ON APPLICATIONS FOR CLASSIFICATION, RECLASSIFICATION, OR AMENDING EXISTING APPLICATIONS FOR OPEN SPACE CURRENT USE ASSESSMENT

WHEREAS, The Open Space Taxation Act codified as Chapter 84.34 RCW, gives counties legislative authority to grant applications for current use classification and re-classification as Farm and Agricultural Land, Open Space Land and its sub-classification Farm and Agricultural Conservation Land, and Timber Land; and

WHEREAS, Pursuant to Whatcom County Code, Section 3.28.020, applications for Open Space Land, Farm and Agricultural Conservation Land, and Timber Land are received and evaluated by Whatcom County Planning and Development Services Department staff and the results of this evaluation are then presented at a public hearing for review and consideration in making recommendations to the County Council; and

WHEREAS, Applications for Open Space Land are evaluated with the Public Benefit Rating System and assigned a Public Benefit Rating (PBR) that corresponds with a recommendation of approval or denial, and must receive a score of 45 or above for a recommendation of approval; and

WHEREAS, Pursuant to 84.34.037 (1) RCW, applications for classification of land in an incorporated area shall be acted upon by: A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications; and

WHEREAS, On December 8, 2009, the three members of the Whatcom County Council held a public hearing and considered staff recommendations, and considered all testimony submitted on applications referenced in Master File Number OS2009-2; and

WHEREAS, Pursuant to 84.34.037 (1) RCW, the Whatcom County Council, upon conclusion of its December 8, 2009 public hearing voted to take separate, affirmative and identical action as the City of Bellingham in approving recommendations on the above referenced applications; and

WHEREAS, Pursuant to WAC 197-11-800(6)(c), matters relating to Open Space Current Use Assessment are determined not to be major actions and thus exempt from environmental review under the State Environmental Policy Act (SEPA); and
WHEREAS, Pursuant to RCW 36.70.390 & RCW 84.34 the statutory requirements regarding legal notice have been met; and

WHEREAS, the County Council has adopted the following Findings of Fact and Reasons for Action:

FINDINGS OF FACT AND REASONS FOR ACTION

1. Whatcom County Planning and Development Services received a total of seven (7) applications for classification, reclassification, or amended existing applications, as Open Space Land within the City of Bellingham; these applications were given individual file numbers and were grouped together and are referenced under Master File Number OS2009-2.

2. Planning and Development Services staff evaluated individual applications referenced under Master File Number OS2009-2 using appropriate evaluation criteria and prepared a staff report with recommendations consistent with the results of each evaluation, and submitted this staff report to Whatcom County Council Members, and to the City of Bellingham staff, Tim Whal. Copies of this report were also made available to individual applicants.

3. Notice of the public hearing for Master File Number OS2009-2 Open Space Current Use Assessment applications was published in the Bellingham Herald on November 28, 2009.

4. On Tuesday, December 1, 2009 Planning and Development Services staff met with City of Bellingham staff, Tim Whal to discuss the merits of individual applications.

5. On Tuesday, December 8, 2009, three members of the Whatcom County Council held a public hearing on applications referenced in Master File Number OS2009-2, considered staff recommendations and considered all testimony on whether to approve in whole or in part, or deny individual applications referenced under Master File OS2009-2.

NOW, THEREFORE, BE IT RESOLVED BY THE WHATCOM COUNTY COUNCIL that recommendations on applications for Open Space Current Use Assessment referenced in Master File Number OS2009-2 and listed below are hereby approved subject to conditions and applicable scores as noted herein by separate affirmative acts of both Whatcom County and City of Bellingham legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications:

OSP2009-00014; Ludtke-Pacific Trucking, Inc.; 4059 Bakerview Valley Road Transfer Application; Open Space Farm/Agricultural Land to Open Space Land 1.92 Acre(s)
Assessor’s Parcel Number(s):
380316 096405 0000; 380316 127410 0000
PBR = 85.70
Recommendation – Approval subject to Public Access Rules and Posted Sign
OSP2009-00015; Ing; C/O 3100 St. Clair Street
New Application; Open Space Land
1.05 Acre(s)
Assessor’s Parcel Number(s):
380321 154410 0000; 380321 178410 0000
PBR = 85.17
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00016; Ing/Alder; C/O 3100 St. Clair Street
New Application; Open Space Land
1.10 Acre(s)
Assessor’s Parcel Number(s):
380321 146426 0000
PBR = 85.17
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00017; Harris; 2905 Willis Street
New Application; Open Space Land
1.18 Acre(s)
Assessor’s Parcel Number(s):
370307 168238 0000; 370307 184238 0000; 370307 208238 0000
PBR = 91.85
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00018; Douglas & Margaret Clark Family LLC; Clark’s Point
Amending Existing Application; Open Space Land Public Access Conditions
67.66 Acre(s)
Assessor’s Parcel Number(s):
370214 499306 0000; 370214 465249 0000; 370214 507180 0000;
370213 018190 0000; 370213 050150 0000; 370213 080099 0000
PBR = 90.00
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00019; Bridgeview Ventures, LLC.; 1609 12th Street
New Application; Open Space Land
0.034 Acre(s)
Assessor’s Parcel Number(s):
370212 171565 0000
PBR = 58.00
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00020; Nelson; 2750 Victoria Street
Transfer Application: Open Space Farm/Agricultural Land to Open Space Land
8.64 Acre(s)
Assessor’s Parcel Number(s):
370307 0830510000; 370307 104020 0000; 370307 116083 0000
PBR = 85.80
Recommendation – Approval subject to Public Access Rules and Posted Sign
BE IT FURTHER RESOLVED that the Whatcom County Council directs the Assessor to place the parcels into the appropriate Open Space Current Use classification.

BE IT FINALLY RESOLVED that adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this _______ day of ____________________, 2009

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis
Clerk of the Council

Seth Fleetwood
Council Chair

APPROVED AS TO FORM:

Royce Buckingham
Civil Deputy Prosecutor
WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

RECOMMENDATIONS ON APPLICATIONS FOR CLASSIFICATION,
RECLASSIFICATION, OR AMENDING EXISTING APPLICATIONS FOR
OPEN SPACE CURRENT USE ASSESSMENT

MASTER FILE NUMBER OS2009-2

This report summarizes Whatcom County Planning and Development Services staff recommendations on a total of seven (7) applications for classification or reclassification, or amending existing applications for Open Space Land on lands located within in an unincorporated area, City of Bellingham, as authorized by RCW 84.34.037 (1).

I. Summary of Applications

OSP2009-00014; Ludtke-Pacific Trucking, Inc.; 4059 Bakerview Valley Road
Transfer Application; Open Space Farm/Agricultural Land to Open Space Land
1.92 Acre(s)
Assessor’s Parcel Number(s):
380316 096405 0000; 380316 127410 0000

OSP2009-00015; Ing; C/O 3100 St. Clair Street
New Application; Open Space Land
1.05 Acre(s)
Assessor’s Parcel Number(s):
380321 154410 0000; 380321 178410 0000

OSP2009-00016; Ing/Alder; C/O 3100 St. Clair Street
New Application; Open Space Land
1.10 Acre(s)
Assessor’s Parcel Number:
380321 146426 0000

OSP2009-00017; Harris; 2905 Willis Street
New Application; Open Space Land
1.18 Acre(s)
Assessor’s Parcel Number(s):
370307 168238 0000; 370307 184238 0000; 370307 208238 0000
OSP2009-00018; Clark Family; Clark's Point
Amending Existing Application; Open Space Land Public Access Conditions
67.66 Acre(s)
Assessor's Parcel Number(s):
370214 499306 0000; 370214 465249 0000; 370214 507180 0000;
370213 018190 0000; 370213 050150 0000; 370213 080099 0000

OSP2009-00019; Bridgeview Ventures, LLC.; 1609 12th Street
New Application: Open Space Land
0.034 Acre(s)
Assessor's Parcel Number:
370212 171565 0000

OSP2009-00020; Nelson; 2750 Victoria Street
Transfer Application: Open Space Farm/Agricultural Land to Open Space Land
8.64 Acre(s)
Assessor's Parcel Number(s):
370307 0830510000; 370307 104020 0000; 370307 116083 0000

II. Background Information

The Open Space Taxation Act was passed by the Washington state legislature
in 1970 to provide financial incentives to encourage landowners to voluntarily
conserve and protect land resources, open space, and timber. The Act allows
property owners to request that their open space, farm and agricultural, and
timber property be assessed at current use rather than the highest and best
use i.e. fair market value.

Lands classified as Open Space are taxed at significantly lower property
values than fair market value, thereby providing owners with an incentive to
keep their open space lands free from development. In accordance with
Washington state law, the County is the legislative authority that grants
approval or denial of applications for taxation at current use assessment
pursuant to RCW 84.34 as it applies to the different classifications as defined
in RCW 84.34.020(1)(3)(8).

The applications that are the subject of this report are on lands located within
the City of Bellingham. When land that is the subject of application is located
within an incorporated area, Whatcom County planning staff evaluates each
application in accordance with the appropriate evaluation criteria, at the
conclusion of which, pursuant to RCW 84.34.037 (1), both the staff report and
recommendations are presented at a public hearing; applications for
classification of land in an incorporated area shall be acted upon by: A granting
authority composed of three members of the county legislative body and three
members of the city legislative body in which the land is located in a meeting
where members may be physically absent but participating through telephonic
connection; or separate affirmative acts by both the county and city legislative
bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications. A draft resolution is prepared should the County Council, at the conclusion of the public hearing take separate and identical action as is anticipated by the City of Bellingham in approving recommendations on the above referenced applications.

III. Whatcom County Open Space Policy & Public Benefit Rating System

Open Space Land applications are evaluated with the Whatcom County Public Benefit Rating System (PBRS) originally approved by Council in 1987 by resolution and then later revised and adopted by ordinance in 1995 (WC Ord. 95-040).

The Public Benefit Rating System is used to evaluate applications in terms of the benefit provided to the public in preserving open space resources which include stream buffers, ground water protection areas, threatened or endangered wildlife and wildlife habitat, farmland, public recreation, scenic views and vistas, historic property, and others.

An important criterion that is used to rate applications is public access. It is part of the Whatcom County Public Benefit Rating System Public Access Policy to require public access unless there is known habitat for an endangered species of wildlife, or where there is a known archeological site, or when the purpose of the open space is for wetland conservation.

In cases such as those listed above, when the Whatcom County Council is acting as the granting authority, the requirement of public access may be waived at Council discretion. The Public Access Policy also contains a requirement that property owners who are approved for open space current use assessment post an Open Space sign on the subject property that displays the rules of conduct for public access when public access is required.

Listed below is a brief summary of criteria used to evaluate Open Space Land applications upon the conclusion of which a Public Benefit Rating (PBR) is assigned in accordance with the Whatcom County Public Benefit Rating System and the Revised Code of Washington (RCW) 84.34.055:

- Conserve or enhance natural, cultural or scenic resources; or
- Protect streams, stream corridors, wetlands, natural shorelines and aquifers; or
- Protect soil resources and unique or critical wildlife and native plant habitat; or
- Promote conservation principles by example or by offering educational opportunities; or
- Enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open spaces; or
• Enhance recreational opportunities; or
• Preserve historic and archeology sites; or
• Affect any other factors relevant in weighing benefits to the general
  welfare of the public by preserving the current use of the property.

The Public Benefit Rating (PBR) is a score that represents the degree of
conformance with the county’s adopted Basic Value and Public Benefit Value
criteria and is calculated using the formula that is listed on the individual
application rating sheets included with this report. A Public Benefit Rating of
at least 45 points must be attained to receive a recommendation of approval.
Please see attached individual rating sheets and narrative for a detailed
explanation of the scores given to individual applications.

III. Application Evaluations & Recommendations

Staff recommendations for applications referenced under Master File Number
OS2009-2 are listed in summary below. Open Space Land applications must
receive a Public Benefit Rating (PBR) of at least 45 points for a staff
recommendation of approval.

1. OSP2009-00014; Ludtke-Pacific Trucking, Inc.; 4059 Bakerview Valley Road
   Transfer Application; Open Space Farm/Agricultural Land to Open Space Land
   1.92 Acre(s)
   Assessor’s Tax Parcel Numbers:
   380316 096405 0000; 380316 127410 0000
   Public Benefit Rating = 85.70

   Whatcom County Staff Recommendation: Approval:
   Subject to the following conditions:

   1. Public Access as Shown on Maps included with this Report as Attachment A
   2. Posted Open Space Sign
   3. Posted Rules of Public Access

Discussion: Ludtke-Pacific submitted an application for a transfer from Open Space
Farm and Agriculture Land to the Open Space Land classification for two parcels
referenced under the parcel numbers listed above. These parcels are located in the
Dewey Valley area of the City of Bellingham, approximately one eighth of a mile
south of East Bakerview Road, and east of the Hannegan Road.

In the early 1990s’ the original parcel consisted of 13.20 acres of pasture, and met
qualifying conditions for the Open Space Farm and Agriculture classification. As a
condition of approval for this particular current use classification, property owners
are required to provide documentation upon request of the County Assessor to
verify that the property is being used to generate a specific amount of income from
commercial agriculture. The property has since been sold and replatted, and is now
under a Binding Site Plan as an Industrial Park; therefore the property owners are applying for the Open Space Land classification because: 1) it no longer meets the conditions under which the original tax classification was granted, and 2) there are characteristics of the property meet the description of Open Space Lands as defined in RCW 84.34.020 (1) (b) and (c).

The easterly portion of the property is used as a storm water detention pond. The contiguous properties have an area of 1.92 acres and are roughly 150 feet wide by 480 feet long. The westerly and southerly property boundary lines of the acreage are contiguous to the easterly banks of anadromous fish bearing Squalicum Creek.

East of the property is a 100 foot abandoned railroad right-of-way, now privately owned, and the 25 acre pasture to the northeast of that, is in the Open Space Farm and Agriculture classification. Just south of the open pasture is a fully wooded 40 acre parcel of land belonging to the WA State Dept. of Natural Resources. To the west of the Ludtke property, across Squalicum Creek, are two parcels of land totaling approximately 24 acres, both of which belong to Western Washington University and are being used for northwest oriented environmental plant research.

Squalicum Creek is an anadromous fish bearing creek, serving as a collector for four or more tributaries from the Squalicum Creek Watershed. It also serves as a ‘highway’ for wildlife along its corridor, and leads to a series of wetlands to the south and east of the Ludtke property. This property serves as a natural buffer between the industrial lands to the north - Bakerview Valley Industrial Park, and across the Squalicum Creek bed, to the Wilder industrial properties to the south.

The final score using the Public Benefit Rating System to evaluate this application is 85.70. Staff recommendation is to approve this application for the Open Space Land classification.

2. OSP2009-00015; Ing; C/O 3100 St. Clair Street
   New Application; Open Space Land
   1.05 Acre(s)
   Assessor’s Parcel Number(s):
   380321 154410 0000; 380321 178410 0000
   Public Benefit Rating = 85.17

   Whatcom County Staff Recommendation: Approval:
   Subject to the following conditions:

   1. Public Access as Shown on Maps included with this Report as Attachment A
   2. Posted Open Space Sign
   3. Posted Rules of Public Access

   Discussion: The Kathleen Ing application consists of two parcels of land, a total of 2.05 acres minus 1 acre for the homesite, equaling 1.05 application acres. The
property is located at the northern end of St. Clair Street. The intent of the applicant is to provide a wildlife habitat and corridor at the headwaters of the Fever Creek Nature Area that cuts through the northwest section of the subject parcel. Preserving this land in its natural state will provide an ideal wildlife buffer to the burgeoning urbanization on the upper St. Clair Street to the south and the Bellingham Parks and Recreation ‘Railway Trail’ that circles around to the north of the subject parcels.

City of Bellingham Parks Department Greenways Coordinator Tim Wahl has reviewed this proposal and agrees that by preserving a wildlife buffer for the Fever Creek headwaters and the ‘Railway Trail’ will provide a significant public benefit.

The final score using the Public Benefit Rating System to evaluate this application is 85.17. Staff recommends approval on the two parcels of land, less the nominal 1 acre of land for the homestead.

3. OSP2009-00016; Ing/Alder; C/O 3100 St. Clair Street
   New Application; Open Space Land
   1.10 Acre(s)
   Assessor’s Parcel Number(s):
   380321 146426 0000
   Public Benefit Rating = 85.17

Whatcom County Staff Recommendation: Approval:
Subject to the following conditions:

1. Public Access as Shown on Maps included with this Report as Attachment A
2. Posted Open Space Sign
3. Posted Rules of Public Access

Discussion: The Kathleen Ing/Rebecca Alder application consists of one parcel of land, a total of 1.10 acres located at the northern end of St. Clair Street. The intent of the applicants is to provide a wildlife habitat and corridor at the headwaters of the Fever Creek Nature Area that cuts through the northwest section of the subject parcel. Preserving this land in its natural state will provide an ideal wildlife buffer to the burgeoning urbanization on the upper St. Clair Street to the south and the Bellingham Parks and Recreation ‘Railway Trail’ that circles around to the north of the subject parcels.

City of Bellingham Parks Department Greenways Coordinator Tim Wahl has reviewed this proposal and agrees that by preserving a wildlife buffer for the Fever Creek headwaters and the ‘Railway Trail’ will provide a significant public benefit.

The final score using the Public Benefit Rating System to evaluate this application is 85.17. Staff recommendation is to approve this application for the Open Space Land classification.
4. OSP2009-00017; Harris; 2905 Willis Street
   New Application; Open Space Land
   1.18 Acre(s)
   Assessor’s Parcel Number(s):
   370307 168238 0000; 370307 184238 0000; 370307 208238 0000
   Public Benefit Rating = 91.85

   Whatcom County Staff Recommendation: Approval;
   Subject to the following conditions:

1. Public Access as Depicted on Maps included with this Report as Attachment A
2. Posted Open Space Sign
3. Posted Rules of Public Access

Discussion: The Harris application consists of 1.18 acres across two different
parcels, providing for a privately owned public access trail from the vicinity of 30th
Street connecting to a City of Bellingham Parks Department public trail access to
Hoag’s Pond and the Interurban Trail.

30th Street is a narrow 2-lane hilly road with no sidewalks and very narrow
shoulders. Whether the speed limit is maintained or not by passing motorists, or
bicyclists, because of limited visual clearance traffic along this road presents
potential safety risks to pedestrians. In order to mitigate these potential dangers,
the property owners propose that portions of their property be used to create a
public trail linkage extending from 30th St. west to the City of Bellingham’s lands at
Hoag’s Pond, where access further west to the Interurban Trail is possible. The
existing trail head is at 36th Street at the Harris property where adequate space for
vehicle parking is available. The trail winds in a westerly direction through
evergreens and ferny woodlands alongside a sandstone bluff, to link with a hiking
trail to the west near the City of Bellingham’s Hoag’s Pond Park area. The
advantage of this proposal is that pedestrians may safely access this new trail
across the Harris property.

The applicants propose to improve privacy and security for residences along Willis
Street by discouraging or alleviating the possible intrusion or trespass across other
private property by providing a vital and safe pedestrian trail link via Willis Street
between 24th Street and the Interurban Trail on the south and 30th Street to the
north. Maintaining the natural forest cover within the immediate neighborhood of
Hoag’s Pond also stabilizes the steep sandstone topography, protects soil and water
resources, and provides and protects habitat for wildlife, and preserves a scenic
greenbelt backdrop along Washington State Interstate Five (I-5).

The final score using the Public Benefit Rating System to evaluate this application is
91.85. Staff recommendation is to approve this application for the Open Space
Land classification.
5. OSP2009-00018; Douglas & Margaret Clark Family LLC; Clark’s Point
Request to Amend Existing Open Space Land Taxation Agreement Conditions
67.66 Acre(s)
Assessor’s Parcel Number(s):
370214 499306 0000; 370214 465249 0000; 370214 507180 0000;
370213 018190 0000; 370213 050150 0000; 370213 080099 0000
Public Benefit Rating = 90.00

Whatcom County Staff Recommendation: Approval:
Subject to the following conditions:

1. Public Access as Shown on Maps included with this Report as Attachment A
2. Posted Open Space Sign
3. Posted Rules of Public Access

Discussion: The property known as Clark’s Point has been subject to the open space land classification since 1977. Douglas and Margaret Clark purchased the property in 1958, and subsequently applied for and were granted assessment upon the basis of the current use of the property which included preservation of the high quality densely forested old and second growth timber, diverse wildlife habitat, scenic views, and opportunities for public recreation. The original taxation agreement was amended in 1985 to reaffirm and modify an original granting condition which included the construction of a loop trail at the northern extent of the property to provide the public with opportunities for hiking, wildlife viewing, and other opportunities to experience and enjoy the spectacular beauty of the area. The amended taxation agreement also included a condition that upon sale of the property, City of Bellingham Parks Department would be granted “rights of first refusal”. In other words a granting condition was added to the taxation agreement that required the property owners to give City of Bellingham the first chance to make an offer to purchase the property for public use if the property were ever to be sold.

The conditions of public access common to both taxation agreements have resulted in a long history of some controversy, and in the current form have put both the health and safety of the natural environment and human lives in jeopardy. It is well documented that over the years the task of monitoring public access has been an endless struggle for the property owners and for the City. Although the Clark Family for many years extended an invitation to the public to access the property and abide by certain rules, the rules of public access were continually violated, with frequent late night noisy parties featuring alcohol and drug use, illegal parking, and campfires, all prohibited activities under the rules of public access. It is for these reasons that the current owners of the property have requested that the conditions of approval be modified to change the conditions of public access and leave all other aspects of preserving the property unchanged.

The proposal as submitted is to restrict public access to the beach area that is found nestled amongst two towering fingers of high bank shoreline that form a
small cove at the southern end of Clark’s Point (see maps included with this
document as Attachment A). The proposal is to allow public access to the beach
area by way of the water and only by human powered water craft. Unrestricted
access to the public at large to areas formerly allowed under previous agreements
would be strictly prohibited, however, permission to visit selected areas
accompanied by the property owners could be arranged by special agreement on a
case per case basis.

It is understood by the property owners that a Whatcom County Open Space Public
Access sign would be required to be posted at the proposed beach access. The
property owners have made a pledge to go beyond what is normally required for
signage, and have proposed that in addition to the Whatcom County signage
requirements that a brass plaque be erected inscribed with a brief narrative that
commemorates the history of the property and describes the ecological and social
importance of its preservation.

The property owners have a deep and abiding respect for the land and have
demonstrated this commitment and dedication by granting a conservation
easement on portions of Clark’s Point in perpetuity to Whatcom Land Trust (see
Attachment A). Whatcom Land Trust is a non-profit corporation organized to
preserve the ecological, wildlife habitat, and scenic, agricultural, recreational and
open space value of land. A passage from the Clark’s Point Conservation Easement
is quoted below as it well defines the value and public benefits provided to
Whatcom County and the state:

“Clark’s Point is a spectacularly beautiful, relatively undeveloped, 78 acre peninsula
that juts into Chuckanut Bay, a part of Puget Sound. The property contains a largely
undisturbed coastal ecosystem of flora and fauna. Clarks’ Point is a prominent
feature of the seascape visible from Chuckanut Drive, a much travelled portion of the
State scenic highway system. For many boaters in Chuckanut Bay, its sculpted sand
stone cliffs, towering Fir trees, serpentine Madronas, and perched eagles are a
significant aesthetic landmark. This is one of the last large, relatively undeveloped
pieces of coastal property in private ownership in the Pacific Northwest. Clark’s Point
is of substantial ecological and aesthetic value to the people of Bellingham, Whatcom
County, and the State. It is the intent of the Grantors and the Grantee, through this
Conservation Easement to preserve the natural scenic beauty of Clark’s Point, to
protect it as a relatively natural habitat for wildlife and plants, and to conserve the
significant aesthetic and ecological values and characteristics of the property for the
benefit of the public interest.”

The final score using the Public Benefit Rating System to evaluate this application is
90.00. Staff recommendation is to approve this application for the Open Space
Land classification.

6. OSP2009-00019; Bridgeview Ventures, LLC.; 1609 12th Street
   New Application; Open Space Land
   0.034 Acre(s)
   Assessor’s Parcel Number:
Public Benefit Rating = 58.00

Whatcom County Staff Recommendation: Approval:
Subject to the following conditions:

1. Public Access as Shown on Maps included with this Report as Attachment A
2. Posted Open Space Sign
3. Posted Rules of Public Access

Discussion: The Bridgeview Ventures application consists of a very small portion of a parcel of land located on 12th Street in Fairhaven adjacent the 12th Street Bridge. The 1,498 square feet of property abuts a high bank that slopes down at a 27.24% gradient to Padden Creek. Padden Creek is a regulated shoreline and spawning grounds for Chum and Coho Salmon, both identified as priority species by Washington State Department of Fish and Wildlife. The applicant understands that as a condition of approval public access will be required. The property owners are willing to allow public access at the east side of the bridge just west of their office building for public access and wildlife viewing into the creek area below the bridge. As an additional condition of approval the applicant is willing to grant a conservation easement to the City of Bellingham in perpetuity for the conservation of the habitat, and for future public trail access linking pedestrian access from 12th Street Bridge down to the public trail adjacent to Padden Creek.

The subject parcel is in close proximity to a public right of way and interpretative signage that describes the ecological significance of Padden Creek and associated wildlife habitat.

The final score using the Public Benefit Rating System to evaluate this application is 58.00. Staff recommendation is to approve this application for the Open Space Land classification.

7. OSP2009-00020; Nelson; 2750 Victoria Street
   Transfer Application: Open Space Land
   8.73 Acre(s)
   Assessor's Parcel Number(s):
   370307 0830510000; 370307 104020 0000; 370307 116083 0000
   Public Benefit Rating = 85.80

Whatcom County Staff Recommendation: Approval:
Subject to the following conditions:

1. Public Access as Shown on Maps included with this Report as Attachment A
2. Posted Open Space Sign
3. Posted Rules of Public Access

10
Discussion: The Nelson submitted an application for a transfer from Open Space Farm and Agriculture Land to the Open Space Land classification for three parcels referenced under the parcel numbers listed above. These parcels are located just west of the Interurban Trail system in the City of Bellingham, and just north of the City's Arroyo Park, approximately located in the 3000 block of 26th Street.

Originally, the parcels met qualifying conditions for the Open Space Farm and Agricultural Land classification. As a condition of approval for this particular current use classification, property owners are required to provide documentation upon request of the County Assessor to verify that the property is being used to generate a specific amount of income from commercial agriculture. The property owners no longer wish to farm the land commercially, and therefore the property owners are applying for the Open Space Land classification because: 1) it no longer meets the conditions under which the original tax classification was granted, and 2) there are characteristics of the property meet the description of Open Space Lands as defined in RCW 84.34.020 (1) (b) and (c).

The Nelson application consists of 3 parcels totaling 8.73 acres that are linked to the City of Bellingham's Interurban Trail system, via the Clarita Moore Loop Trail. The property hosts a pond which provides habitat, and attracts a wide variety of wildlife species including mallards, wood ducks, hooded mergansers, blue herons, green herons, kingfishers, pileated woodpeckers, red winged blackbirds, red breasted sapsuckers, great homed owls, red tail hawks and eagles. In addition the pond ecosystem supports habitat for terrestrial wildlife such as bobcats, raccoons, and a large migrating deer population that moves between the Chuckanuts and the Southside of Bellingham.

The property owners propose that posted access be at the northwest corner of the property where it joins the Clarita Moore Loop trail and 26th Street. Access would be primarily for bird watching, and wildlife viewers would be required to stay outside of a 100 foot pond buffer to protect the sensitive habitat of wood ducks. No dogs would be allowed on site, and access would be provided from dawn to dusk, 7 days a week.

The property is bordered on the south by the old Fairhaven and Southern Railway grade constructed in 1889 which in its day provided a vital transportation linkage between Fairhaven and Sedro Woolley. An old homestead site exists on the site south of the pond area where old cork bottles have been found leaving clues as to the lifestyle habits and practices of former residents of long ago.

The property owners have made a commitment to providing a revocable trail easement to the City of Bellingham Parks Department to help overcome topographical barriers and achieve a public trail linkage providing greater connectivity between the Interurban Trail and Arroyo Park.
The final score using the Public Benefit Rating System to evaluate this application is 85.80. Staff recommendation is to approve this application for the Open Space Land classification.

IV. Recommendation

Staff requests that the Whatcom County Council consider staff recommendations on applications referenced in Master File Number OS2009-2 as discussed above, subject to conditions and applicable scores as noted herein and through separate affirmative and identical acts by both Whatcom County and City of Bellingham legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications make a final determination as to whether to approve in whole or in part or deny recommendations on applications referenced under Master File Number OS2009-2.

ATTACHMENTS

Overall Location Map;
Evaluation forms for all applications with maps, photos, and aerials, and supporting documents
Draft Resolution
Open Space Applications 2009
Joint City of Bellingham/
Whatcom County Review
Open Space Land

Public Benefit Rating System-Evaluation Form

File # **OSP 2009-00014**

<table>
<thead>
<tr>
<th>Property Owner (s)</th>
<th>Classification: <strong>Open Space Land</strong></th>
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<tbody>
<tr>
<td>Ludtke Company LLC</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: Transfer From Farm Agriculture Land</th>
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<tbody>
<tr>
<td>PO Box 32598</td>
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<table>
<thead>
<tr>
<th>City:</th>
<th>Assessor’s Parcel No. (s):</th>
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<tbody>
<tr>
<td>Bellingham</td>
<td>380316096405 380316127410</td>
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<table>
<thead>
<tr>
<th>State: WA</th>
<th>Zip: 98228 4598</th>
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<table>
<thead>
<tr>
<th>Site Address:</th>
<th>Subarea: N/A</th>
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<tbody>
<tr>
<td>4509 Bakerview Valley Road</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Comp Plan Designation:</th>
<th>Parcel Acre(s): 1.67 + 0.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporated - City of Bellingham</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Historical Land Use:</th>
<th>Application Acre(s) 1.92</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buffer between heavy equipment trucking storage and Squa...</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zoning Designation:</th>
<th>Shorelines: Formerly Conservancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soil/Type Capabilities:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>#22 Briscot silt loam, 0-2% slopes, 100 % lot coverage - prime agricultural soil</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Squa...</td>
<td></td>
</tr>
</tbody>
</table>

Squa... lies on the southern property line. High available water capacity, seasonal high water table. This soil is used for hay, pasture, and wildlife habitat.
<table>
<thead>
<tr>
<th><strong>Enhance Scenic Resources</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Value (BV)</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Public Benefit Value (PBV)</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Serves to prevent spread of further development.</td>
<td>20%</td>
<td>40%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Public Access</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creek accessibility from the east, no off street parking.</td>
<td>20%</td>
<td>40%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Protect Streams/Shorelines</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides natural protective buffer for Squalicum Creek.</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Water Resource Protection</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preservation of creek’s natural drainage course.</td>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Protect Soils/Wildlife</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Habitat for anadromous fish and wildlife.</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Wildlife Habitat</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anadromous fish habitat, wildlife species corridor.</td>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Promote Conservation Principles:</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Parcel Size</td>
<td>0.25 acres &amp; 1.67 acres</td>
<td>-8%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Parcel Size</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;20 acres = 10% (+) (MAX) &lt;5 acres = 10% (-) (MAX)</td>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Enhance Abutting Open Space</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abuts WWU environmental research acreage to the west, and OSAG to the east.</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Abutting Open Space</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abutting WWU acreage to the west</td>
<td>5%</td>
<td>5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Recreation Opportunities</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passive recreation.</td>
<td>8</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Natural Areas</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grassy meadow, vegetated shoreline.</td>
<td>5%</td>
<td>5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Historic / Archeological Significance</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Financial Advantage</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>0%</td>
<td>40% (+/-)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Discretionary Value</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>0%</td>
<td>40% (+/-)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Total</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>48.0</td>
<td>70</td>
<td>100%</td>
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<table>
<thead>
<tr>
<th><strong>Total</strong></th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>62.00%</td>
<td>100%</td>
<td></td>
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</tbody>
</table>

The Public Benefit Rating is calculated using the following formula:

\[
\text{Public Benefit Rating (PBR)} = \frac{\text{BV} + (\text{BV} \times \text{PBV})}{\text{MAX}}
\]

**OSP2009-00014**

Public Benefit Rating (PBR) = 85.70

Must receive at least 45 points for approval
Open Space Applications 2009 - Ludke Pacific Trucking Inc.
Transfer Application; Open Space Farm/Agricultural Land to Open Space Land; 1.92 Acre(s)
Assessor's Parcel Number(s): 380316 096405 0000; 380316 127410 0000

Ludke Parcel
Area inundated by 100 year flooding
# Open Space Land Public Benefit Rating System-Evaluation Form

**File # OSP 2009-00015**

<table>
<thead>
<tr>
<th>Property Owner (s)</th>
<th>Classification: Open Space Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathleen Ing</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: New Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>3100 St. Clair Street</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City: Bellingham</th>
<th>Assessor’s Parcel No. (s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>380321154410</td>
</tr>
<tr>
<td>State: WA Zip: 98226</td>
<td>380321178410</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Address:</th>
<th>Parcel Acre(s): 1.80 &amp; 0.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>3100 St. Clair Street</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subarea: N/A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Comp Plan Designation:</td>
<td></td>
</tr>
<tr>
<td>Incorporated - City of Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Historical Land Use:</th>
<th>Application Acre(s) 1.05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woodland with wetlands &amp; tributary to Whatcom Creek</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zoning Designation: N/A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Shorelines: N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soil/Type Capabilities:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td># 179 - Whatcom silt loam, 3-8% slopes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Moderately well drained, permeability moderate. Soil is used as woodlands or for home sites.</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Enhance Scenic Resources</strong></td>
<td>Maintains integrity of woodlands adjacent to public trail system and stream.</td>
</tr>
<tr>
<td><strong>Public Access</strong></td>
<td>Roadside parking.</td>
</tr>
<tr>
<td><strong>Protect Streams/Shorelines</strong></td>
<td>Undeveloped portions of parcels maintain integrity of St. Clair Basin wetlands and stream.</td>
</tr>
<tr>
<td><strong>Water Resource Protection</strong></td>
<td>Preservation of creek's natural drainage course.</td>
</tr>
<tr>
<td><strong>Protect Soils/Wildlife</strong></td>
<td>Corridor for wildlife, habitat preservation within urban area.</td>
</tr>
<tr>
<td><strong>Wildlife Habitat</strong></td>
<td>Habitat protection for a diversity of wildlife species, especially birds.</td>
</tr>
<tr>
<td><strong>Promote Conservation Principles:</strong></td>
<td>Conservation by example in populated urbanized area.</td>
</tr>
<tr>
<td><strong>Parcel Size</strong></td>
<td>$1.80 + 0.25 = 2.05$ acres.</td>
</tr>
<tr>
<td><strong>Enhance Abutting Open Space</strong></td>
<td>Adjacent to and enhances City of Bellingham Railroad Trail</td>
</tr>
<tr>
<td><strong>Abutting Open Space</strong></td>
<td>Abuts Bellingham's Open Space and Trail System</td>
</tr>
<tr>
<td><strong>Recreation Opportunities</strong></td>
<td>Provides opportunities for birdwatching/wetland nature observation.</td>
</tr>
<tr>
<td><strong>Natural Areas</strong></td>
<td>Parcel acreage kept in naturally vegetated cover.</td>
</tr>
<tr>
<td><strong>Historic / Archeological Significance</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Financial Advantage</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Discretionary Value</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total** | **51** | **70** | **Total** | **67.00%** | **100%**

The Public Benefit Rating is calculated using the following formula:

$$\text{Public Benefit Rating Formula} - \text{BV} + (\text{BV} \times \text{PBR}) = \text{PBR}$$

**OSP2009-00015** Public Benefit Rating (PBR) = **85.17**

Must receive at least 45 points for approval
Open Space Applications 2009 - Ing
New Application; Open Space Land 1.05 Acre(s)

Assessor's Parcel Number(s):
380321 154410 0000; 180321 178610 0000

- Ing Parcel
- Public Land/Easements
- Existing Home Site
- Existing Trail
## Open Space Land
### Public Benefit Rating System-Evaluation Form

**File # OSP 2009-00016**

<table>
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<th>Classification: Open Space Land</th>
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<tbody>
<tr>
<td>Kathleen Ing/Rebecca Alder</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: New Application</th>
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</thead>
<tbody>
<tr>
<td>3100 St. Clair Street</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>City: Bellingham</th>
<th>Assessor’s Parcel No. (s):</th>
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<tbody>
<tr>
<td>State: WA Zip: 98226</td>
<td>380321146426</td>
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<table>
<thead>
<tr>
<th>Site Address:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3100 St. Clair Street</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subarea: N/A</th>
<th>Parcel Acre(s): 1.10</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Comp Plan Designation:</th>
<th>Application Acre(s) 1.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporated - City of Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Historical Land Use:</th>
<th>Zoning Designation: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woodland with wetlands &amp; tributary to Whatcom Creek</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soil/Type Capabilities:</th>
<th>Shorelines: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td># 179 - Whatcom silt loam, 3-8% slopes</td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**
Moderately well drained, permeability moderate. Soil is used as woodlands or for home sites.
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Score</th>
<th>MAX</th>
<th>Category</th>
<th>Description</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhance Scenic Resources</td>
<td>Maintains integrity of woodlands adjacent to public trail system and stream.</td>
<td>10</td>
<td>10</td>
<td>Public Access</td>
<td>Roadside parking.</td>
<td>30%</td>
<td>40%</td>
</tr>
<tr>
<td>Protect Streams/Shorelines</td>
<td>Undeveloped portions of parcels maintain integrity of St. Clair Basin wetlands and stream.</td>
<td>10</td>
<td>10</td>
<td>Water Resource Protection</td>
<td>Preservation of creek's natural drainage course.</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Protect Soils/Wildlife</td>
<td>Corridor for wildlife, habitat preservation within urban area.</td>
<td>8</td>
<td>10</td>
<td>Wildlife Habitat</td>
<td>Habitat protection for a diversity of wildlife species, especially birds.</td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>Promote Conservation Principles</td>
<td>Conservation by example in populated urbanized area.</td>
<td>5</td>
<td>10</td>
<td>Parcel Size</td>
<td>1.10 acres</td>
<td>-8%</td>
<td>-8%</td>
</tr>
<tr>
<td>Enhance Abutting Open Space</td>
<td>Adjacent to and enhances City of Bellingham Railroad Trail</td>
<td>10</td>
<td>10</td>
<td>Abutting Open Space</td>
<td>Abuts Bellingham's Open Space and Trail System</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Recreation Opportunities</td>
<td>Provides opportunities for birdwatching/wetland nature observation.</td>
<td>8</td>
<td>10</td>
<td>Natural Areas</td>
<td>Parcel acreage kept in naturally vegetated cover.</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Historic / Archeological Significance</td>
<td>N/A</td>
<td></td>
<td></td>
<td>Financial Advantage</td>
<td>N/A</td>
<td>0%</td>
<td>40% (+/-)</td>
</tr>
<tr>
<td>Discretionary Value</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
<td>40% (+/-)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>51</strong></td>
<td><strong>70</strong></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>67.00%</strong></td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula: \( BV + (BV \times PBV) = PBR \)

**OSP2009-00016**

Public Benefit Rating (PBR) = **85.17**

*Must receive at least 45 points for approval*
# Open Space Land
## Public Benefit Rating System-Evaluation Form

**File #** OSP 2009-00017

<table>
<thead>
<tr>
<th>Property Owner(s)</th>
<th>Classification: <strong>Open Space Land</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Garry &amp; Connie Harris</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: <strong>New Application</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2905 Willis Avenue</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City: Bellingham</th>
<th>Assessor’s Parcel No. (s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>State: WA Zip: 98225</td>
<td>370307208238 370307184238 370307168238</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2905 Willis Avenue</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subarea:</th>
<th>Parcel Acre(s): 0.37 + 0.64 + 0.28</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**Comp Plan Designation:**
Incorporated - City of Bellingham

**Historical Land Use:**
Woodland, hiking trails, natural vegetative cover, wildlife.

**Application Acre(s):** 1.18

**Zoning Designation:**
NA

**Shorelines:** N/A

**Soil/Type Capabilities:**
#27 Chuckanut loam, bedrock substratum, 30-60% slopes.

**Comments:**
Well drained soil, permeability moderate. This soil is used as woodland or wildlife.
<table>
<thead>
<tr>
<th><strong>Basic Value (BV)</strong></th>
<th><strong>Score</strong></th>
<th><strong>MAX</strong></th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th><strong>Score</strong></th>
<th><strong>MAX</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enhance Scenic Resources</strong></td>
<td>10</td>
<td>10</td>
<td><strong>Public Access</strong></td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>Provides public access to Hoag’s Pond from the east, and maintains naturally vegetated forest cover.</td>
<td></td>
<td></td>
<td>Off street parking spot, excellent public access, and linkage to City trail system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Protect Streams/Shorelines</strong></td>
<td>5</td>
<td>10</td>
<td><strong>Water Resource Protection</strong></td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>Vegetated steep sandstone hillsides prevent erosion, and control run off.</td>
<td></td>
<td></td>
<td>Retention of tree canopy and naturally vegetated understory preserves hydrological processes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Protect Soils/Wildlife</strong></td>
<td>10</td>
<td>10</td>
<td><strong>Wildlife Habitat</strong></td>
<td>10%</td>
<td>20%</td>
</tr>
<tr>
<td>Chuckanut sandstone to remain undisturbed, wildlife habitat is protected.</td>
<td></td>
<td></td>
<td>Abundance and diversity of wildlife species.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Promote Conservation Principles:</strong></td>
<td>10</td>
<td>10</td>
<td><strong>Parcel Size</strong></td>
<td>&gt;20 acres = 10% (+) (MAX)</td>
<td>-8%</td>
</tr>
<tr>
<td>Prime example of promoting conservation by example. Property owners donate labor and materials, to maintain trail linkage.</td>
<td></td>
<td></td>
<td>&lt;5 acres = 10% (-) (MAX)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Enhance Abutting Open Space</strong></td>
<td>10</td>
<td>10</td>
<td><strong>Abutting Open Space</strong></td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Trail leads west to provide linkage between 30th St., Hoag’s Pond &amp; Interurban Trail.</td>
<td></td>
<td></td>
<td>Trail access opens 30th Street west to Hoag’s pond.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Recreation Opportunities</strong></td>
<td>10</td>
<td>10</td>
<td><strong>Natural Areas</strong></td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Active hiking, walking, nature and wildlife viewing opportunities.</td>
<td></td>
<td></td>
<td>All natural vegetation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Historic / Archeological Significance</strong></td>
<td>10</td>
<td>10</td>
<td><strong>Financial Advantage</strong></td>
<td>0%</td>
<td>40% (+/-)</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Discretionary Value</strong></td>
<td>0%</td>
<td>40% (+/-)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>55</td>
<td>70</td>
<td><strong>Total</strong></td>
<td>67.00%</td>
<td>100%</td>
</tr>
</tbody>
</table>

*The Public Benefit Rating is calculated using the following formula:*

Public Benefit Rating Formula: \( \text{BV} + (\text{BV} \times \text{PBV}) = \text{PBR} \)

**OSP2009-00017**

Public Benefit Rating (PBR) = 91.85

*Must receive at least 45 points for approval*
Open Space Applications 2009 - Harris
2905 Willis Street, Bellingham
New Application; Open Space Land 1.18 Acre(s)
Assessor's Parcel Numbers: 370307 168238 0000; 370307 184238 0000; 370307 208238 0000

☐ Harris Parcels ☐ Existing Trail
☐ Public Land/Easements
Open Space Land
Public Benefit Rating System-Evaluation Form

File # OSP 2009-00019

<table>
<thead>
<tr>
<th>Property Owner (s)</th>
<th>Classification: Open Space Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridgeview Ventures</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: New Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>103 Sea Pines Lane</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City: Bellingham</th>
<th>Assessor's Parcel No. (s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>State: WA Zip: 98229</td>
<td>370212171565</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Address:</th>
<th>Parcel Acre(s): 0.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>1609 12th Street, Bellingham WA</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subarea: N/A</th>
<th>Application Acre(s) 0.034</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Comp Plan Designation:</th>
<th>Zoning Designation: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporated - City of Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Historical Land Use:</th>
<th>Shorelines: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban, commercial development.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soil/Type Capabilities:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>#172, Urban land-Whatcom Labounty complex, 0-8 % slopes, 100% coverage</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Moderately well drained soil suitable for pasture, wildlife habitat, and building sites.</td>
<td></td>
</tr>
<tr>
<td>Basic Value (BV)</td>
<td>Score</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td><strong>Enhance Scenic Resources</strong></td>
<td></td>
</tr>
<tr>
<td>Maintains vegetated steep slope</td>
<td>10</td>
</tr>
<tr>
<td>adjacent Padden Creek, and preserves</td>
<td></td>
</tr>
<tr>
<td>visual buffer from urban development.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Protect Streams/Shorelines</strong></td>
<td></td>
</tr>
<tr>
<td>&quot;No Disturbance&quot; zone on steep</td>
<td>10</td>
</tr>
<tr>
<td>vegetated slope minimizes impacts to</td>
<td></td>
</tr>
<tr>
<td>Padden Creek and associated buffers.</td>
<td></td>
</tr>
<tr>
<td><strong>Protect Soils/Wildlife</strong></td>
<td></td>
</tr>
<tr>
<td>Conservation of natural tree canopy</td>
<td>10</td>
</tr>
<tr>
<td>and understory, native plant re-vegetation</td>
<td></td>
</tr>
<tr>
<td>provides wildlife habitat.</td>
<td></td>
</tr>
<tr>
<td><strong>Promote Conservation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Principles:</strong></td>
<td></td>
</tr>
<tr>
<td>Property owners have expressed a</td>
<td>5</td>
</tr>
<tr>
<td>commitment to grant a trail easement</td>
<td></td>
</tr>
<tr>
<td>to City of Bellingham for pedestrian</td>
<td></td>
</tr>
<tr>
<td>access to Padden Creek Trail from 12th</td>
<td></td>
</tr>
<tr>
<td>Street.</td>
<td></td>
</tr>
<tr>
<td><strong>Enhance Abutting Open Space</strong></td>
<td></td>
</tr>
<tr>
<td>Biodiversity of site enhances local</td>
<td>2</td>
</tr>
<tr>
<td>ecosystem health.</td>
<td></td>
</tr>
<tr>
<td><strong>Recreation Opportunities</strong></td>
<td></td>
</tr>
<tr>
<td>Bird watching, wildlife viewing, and</td>
<td>3</td>
</tr>
<tr>
<td>nature observation in urban traffic</td>
<td></td>
</tr>
<tr>
<td>congested setting.</td>
<td></td>
</tr>
<tr>
<td><strong>Historic / Archeological Significance</strong></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td><strong>Financial Advantage</strong></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>0</td>
</tr>
</tbody>
</table>

The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula: \( \text{BV} + (\text{BV} \times \text{PBV}) = \text{PBR} \)

**OSP2009-00019**

Public Benefit Rating (PBR) = **58.00**

Must receive at least 45 points for approval
Open Space Applications - Bridgeview Ventures LLC

New Application; Open Space Land - 0.034 Acre(s)

Assessor's Parcel Number(s):
370212 171165 0000

- Bridgeview Ventures Property
- Existing Trail
- Public Lands/Easements
# Open Space Land

## Public Benefit Rating System-Evaluation Form

**File #: OSP 2009-00018**

<table>
<thead>
<tr>
<th>Property Owner (s)</th>
<th>Classification: Open Space Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas &amp; Margaret Clark Family LLC</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: Amending Existing Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fieldston Road</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>Assessor's Parcel No. (s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>370214499306 370214465249</td>
</tr>
<tr>
<td></td>
<td>370214507180 370213018190</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State: WA</th>
<th>Site Address: Clarks Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zip: 98225</td>
<td>370213050150 370213080099</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subarea:</th>
<th>Parcel Acre(s): 12.99 + 20.39 + 3.66 +2.40 + 21.22 + 8.00 (minus 1 acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comp Plan Designation:</th>
<th>Historical Land Use:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporated - City of Bellingham</td>
<td>Residential, public recreation, conservation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application Acre(s):</th>
<th>Zoning Designation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>67.66</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soil/Type Capabilities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>#52 Everett-Urban complex, 5-20% slopes, 25 % coverage, not prime farm land.</td>
</tr>
<tr>
<td>#110 Nati loam, 30-60% slopes, 75% coverage, not prime farm land.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shorelines:</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Soils are moderately to well drained, suitable for timber, wildlife habitat, and residential development.</td>
</tr>
<tr>
<td><strong>Enhance Scenic Resources</strong></td>
<td>Basic Value (BV)</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Protects prominent views of the seascape visible from marine waters, and Chuckanut Drive, a much travelled portion of the State scenic highway system.</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Protect Streams/Shorelines</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintains naturally vegetated shoreline along Chuckanut Bay. Permanent conservation easement minimizes potential future development and impacts to saltwater shoreline.</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Protect Soils/Wildlife</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property subject to permanent conservation easement monitored by the local Whatcom Land Trust, which serves to protect the site’s ecological diversity and biological integrity.</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Promote Conservation Principles:</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation easement granted in perpetuity for the preservation of Clark’s Point. Property owners are active land stewards.</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Parcel Size</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual parcel size exceeds 20 acres</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Abutting Open Space</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Recreation Opportunities</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-motorized, human powered water craft access to the marine shoreline at the small protected cove at the southern tip of the Point. Picnicking, wildlife viewing, field trips by special permission.</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Natural Areas</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>One of the last large, relatively undeveloped natural coastal properties in private ownership in the Pacific Northwest.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Historic / Archeological Significance</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Financial Advantage</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Discretionary Value</strong></th>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th><strong>Public Benefit Value (PBV)</strong></th>
<th>Public Access</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total 50 70 Total 80.00% 100%

*The Public Benefit Rating is calculated using the following formula:
Public Benefit Rating Formula- \( BV + (BV \times PBV) = PBR \)*

**OSP2009-00018** Public Benefit Rating (PBR) = 90.00

Must receive at least 45 points for approval
Open Space Applications 2009 - Clark Family
Proposed Public Access
Request to Amend Existing Open Space Land Taxation Agreement Conditions - 67.66 Acre(s)

Assessor's Parcel Numbers: 370214 499366 0000; 370214 465249 0000; 370214 507180 0000; 370213 018190 0000; 370213 090190 0000; 370213 080099 0000

☐ Existing Trail ☐ Public Lands/Easements

☐ Clark Family Parcels
Open Space Applications 2009 - Clark Family
1985 Agreement
Request to Amend Existing Open Space Land Taxation Agreement Conditions - 67.66 Acres

Assessor’s Parcel Numbers: 370214 499366 0000; 370214 465240 0000; 370214 507180 0000;
370213 018190 0000; 370213 050150 0000; 370213 080099 0000

☐ Clark Family Parcels ☐ Public Lands/Easements

☒ Existing Trail

0 400 800 1200 1600 2000 Feet
Open Space Applications 2009 - Clark Family

1977 Agreement

Request to Amend Existing Open Space Land Taxation Agreement Conditions - 67.66 Acre(s)

Assessor's Parcel Number(s): 370214 409306 0000; 370214 465249 0000; 370214 507180 0000; 370214 018190 0000; 370213 050150 0000; 370213 080099 0000

☐ Clark Family Parcels ☐ Public Lands/Easements

Existing Trail
# Open Space Land

## Public Benefit Rating System-Evaluation Form

**File # OSP 2009-00020**

<table>
<thead>
<tr>
<th>Property Owner (s)</th>
<th>Classification: Open Space Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan &amp; Jeff Nelson</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: Transfer From Farm</th>
</tr>
</thead>
<tbody>
<tr>
<td>2750 Victoria Street</td>
<td>Agriculture Land</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>Assessor’s Parcel No. (s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>370307083051 370307104020</td>
</tr>
<tr>
<td>State: WA Zip: 98225</td>
<td>370307116083</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Address:</th>
<th>Parcel Acre(s): 2.55 + 2.08 + 4.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>3000 Block between 26th &amp; 27th St</td>
<td></td>
</tr>
<tr>
<td>Subarea: N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comp Plan Designation:</th>
<th>Application Acre(s): 8.73</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporated - City of Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Historical Land Use:</th>
<th>Zoning Designation: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasture, pond and associated buffers.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soil/Type Capabilities:</th>
<th>Shorelines: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td># 52 - Everett-urban complex, 5-20% slopes, 100% coverage, not prime farmland.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>This soil is used mainly for pasture, woodland and as a site for homes.</td>
<td></td>
</tr>
<tr>
<td>Basic Value (BV)</td>
<td>Score</td>
</tr>
<tr>
<td>-----------------</td>
<td>-------</td>
</tr>
<tr>
<td>Enhance Scenic Resources</td>
<td></td>
</tr>
<tr>
<td>Preserves natural woodland and grassy meadow, and maintains scenic resources along Interurban Trail.</td>
<td>10</td>
</tr>
<tr>
<td>Public Access</td>
<td></td>
</tr>
<tr>
<td>Accessed at NW corner of property at Clanta Moore Loop trail &amp; 267th Street. Access is permitted from dawn to dusk.</td>
<td>35%</td>
</tr>
<tr>
<td>Protect Streams/Shorelines</td>
<td></td>
</tr>
<tr>
<td>Undeveloped pasture and woodland protects natural drainage and pond.</td>
<td>5</td>
</tr>
<tr>
<td>Water Resource Protection</td>
<td></td>
</tr>
<tr>
<td>Naturally wooded undeveloped areas preserve hydrologic processes.</td>
<td>10%</td>
</tr>
<tr>
<td>Protect Soils/Wildlife</td>
<td></td>
</tr>
<tr>
<td>Forested areas and understory species serve to protect wildlife and wildlife habitat.</td>
<td>5</td>
</tr>
<tr>
<td>Wildlife Habitat</td>
<td></td>
</tr>
<tr>
<td>Pond is a natural buffer to the Interurban Trail, and attracts wood ducks, hooded mergansers, blue herons, green herons, and diverse terrestrial wildlife.</td>
<td>15%</td>
</tr>
<tr>
<td>Promote Conservation Principles:</td>
<td></td>
</tr>
<tr>
<td>Revocable trail easement will be granted to the City of Bellingham for increased access to the Arroyo Park, upon request.</td>
<td>10</td>
</tr>
<tr>
<td>Parcel Size</td>
<td></td>
</tr>
<tr>
<td>$2.55 + 2.08 + 4.10$</td>
<td>$-5%$</td>
</tr>
<tr>
<td>Abutting Open Space</td>
<td></td>
</tr>
<tr>
<td>Riparian area serves as a buffer between areas of human habitation.</td>
<td>5%</td>
</tr>
<tr>
<td>Recreation Opportunities</td>
<td></td>
</tr>
<tr>
<td>Walking, picnicking, &amp; wildlife viewing.</td>
<td>8</td>
</tr>
<tr>
<td>Natural Areas</td>
<td></td>
</tr>
<tr>
<td>Edge type habitat, naturally regenerated woodland, and grassy meadow.</td>
<td>5%</td>
</tr>
<tr>
<td>Historic / Archeological Significance</td>
<td></td>
</tr>
<tr>
<td>Property is bordered on the south by the old Fairhaven and Southern Railway constructed circa 1889 which connected Fairhaven with Sedro Woolley.</td>
<td>6</td>
</tr>
<tr>
<td>Financial Advantage</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Discretionary Value</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>52</td>
</tr>
</tbody>
</table>

*The Public Benefit Rating is calculated using the following formula:*

\[
\text{Public Benefit Rating Formula-} \quad \text{BV} + (\text{BV} \times \text{PBV}) = \text{PBR}
\]

**OSP2009-00020**

Public Benefit Rating (PBR) = 85.80

*Must receive at least 45 points for approval*
Open Space Applications 2009 - Nelson

2905 Willis Street, Bellingham
New Application; Open Space Land 8.73 Acres

Assessor's Parcel Numbers: 370307 083051 0000;
370307 104020 0000; 370307 116083 0000

- Harris Parcels
- Existing Trail
- Public Land/Easements
Findings and Recommendations Pertaining to 12/8/09 Whatcom County Council Recommendations for Current Use Open Space Taxation

DRAFT 7/28/10

Tim Wahl, Bellingham Parks and Recreation Department

ABREVIATIONS

CUOST  Current Use Open Space Taxation
OSTA  Open Space Taxation Agreement

CONTENTS

1  Background/General Findings
3  Summary of Selected RCW Provisions
4  Issues for City to Consider
8  General Recommendations Regarding CUOST Process and Procedures
10 Specific Recommendations Regarding 5 CUOST Actions Approved by Whatcom County Council on 12/8/09
10  Ludke Pacific
12  Ing
15  Ing/Alder
17  Harris
19  Nelson

Appendices

1  Draft summary of Assessor’s formula for reducing property taxes to reflect current vs. market use
2  Map of OSTA’s in western Whatcom County

Background

Acting on 12/8/09 and as authorized by RCW 84.34 the Whatcom County Council approved classification of 5 open space tracts in the City of Bellingham by the County Assessor at their current use, rather than at their ultimate, highest and best use in other feasible and allowable land use scenarios. (See County Council Resolution 2009-078.) The County Council elected to act on the applications under RCW 84.34.037 (1) (b) as if they were not in an area subject to a comprehensive plan, which would have required action in the same manner in which an amendment to the comprehensive plan is undertaken and approved.

The 5 applications transmitted to City Parks have been pending with the County for several years. (The Ing and Ing/Alder applications had been in the works for over 10 years prior to County Council consideration.) The RCW grants Counties the authority to develop formulas for applying the statute when assessing land value based on current use. By voting in support of a County Council CUOST approval action the City would vote to apply the quantitative conclusions of the County’s Public Benefit Rating (PBR) system (elected for development, adoption and use by the County under 84.34.055), thereby apparently providing precise, formulaic direction to the Assessor in adjusting assessed valuation.

A working interpretation of the Assessor’s formula for applying the PBR as described by County Planning staff is attached as Appendix I; this should be confirmed by the County. The actual effect of adjusting taxation to affect current use, on an individual parcel level and in the scope of greater community fiscal impact, is obscure. (Creation of perpetual open space through public acquisition, easements, covenants and plat restrictions etc. can sometimes actually increase the value of adjoining and associated parcels when the open space becomes an amenity recognized in the marketplace. Consider the effect of Boulevard Park and Taylor Dock on nearby property values.)

State CUOST legislation originated in 1970 (see 84.34.037) and explicitly favors use of CUOST to protect regulated environmental critical areas, regardless of the effect of today’s environmental regulations and
whether or not they play a part in the Assessor's conclusion on land value. The statutes were implemented prior to today's regulatory practices involving critical areas and the stated bias of state CUOST legislation is to protect wildland resources such as wetlands that are now protected through police power-based regulations.

Herein lies an issue of public policy addressed briefly below: Property owners are required to provide something of value to the public in exchange for property tax relief, specifically for relief involving the valuation difference between current use and highest and best use. Current Critical Area land use restrictions enacted at the state and local levels have, over the past 2 decades and since the time state open space taxation legislation was enacted, significantly precluded development of wetlands, wetland buffers, steep slopes and some upland wildlands. Because wetlands and steep slopes, for instance, cannot be developed current use of the type of wildlands targeted by the State Legislature for conservation through the CUOST program now often represents their ultimate highest and best use.

Passage of environmental legislation has also created a technical profession of environmental assessment relied on by public agencies to determine applicability of environmental regulations. Public officials representing Assessors and permitting authorities cannot readily assess the effect of critical area regulations on the development status of a property and planning officials usually require a property owner to retain qualified specialists to make a case for the highest and best use of a site.

Unlike proprietary conservation easements, CUOST status is apparently automatically voided upon sale of the property, whereupon the new owner is required to reapply for CUOST status. If the property is removed from CUOST status by land use change or discontinuance the Assessor calculates the amount of deferred property taxes due, more or less representing payment of the prior 2 years-worth of deferred taxes.

The County Council's initial CUOST actions must be officially affirmed by the City Council in order for the Assessor to tax the undeveloped subject properties using the County's current use adjustment formula. The Councils may require that certain conditions be met, including but not limited to the granting of easements for public access or resource protection. These City and County conditions must be identical in form and substance. Once a CUOST status is approved by both the City and County Councils the Assessor will enter into an Open Space Taxation Agreement (OSTA) with the subject property owner. The City must respond to the County-approved applications without being arbitrary or capricious, but it may choose to vote on any application using its own unique findings and criteria, returning them to the County for further discussion or a subsequent re-vote. Each council, or a working 3-member committee of each, must vote to adopt applications with identical terms. If either entity does not approve an application the application dies or is reintroduced later with changes.

Although a large proportion of western Whatcom County is subject to OSTAs for timber and agricultural uses (see Appendix II map) only 8 tracts in the City of Bellingham have been approved for CUOST. Of these 7 were approved. The status of the Hoyt/32nd Street Community Garden (2000) and Clark Point (1977 and 1985) tracts (both resulting in OSTAs and both involving public access plans developed by the City) and the SPIE/SE South Hill Greenway tract (which did not result in an OSTA) were examined and confirmed as part of this analysis. The status and content of the other 5 OSTAs mapped by the County (NCAS/Scudder Pond, Bellingham Golf and Country Club, Harbor Lands/Woodlands, 40th Street/Limbacher, Drake/Big Rock) were not examined and the City seems to have obscure public access agreements, if any at all.
Summary of Selected RCW Provisions

- Applications for classification or reclassification under RCW 84.34.020(1) shall be made to the county legislative authority. An application made for classification or reclassification of land under RCW 84.34.020(1) (b) and (c) which is in an area subject to a comprehensive plan shall be acted upon in the same manner in which an amendment to the comprehensive plan is processed.

- RCW 84.34 declared that "it is in the best interest of the state to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens." The legislature further declared that "assessment practices must be so designed as to permit the continued availability of open space lands for these purposes, and provided for assessment of such lands at their current economic use, rather than at fair market value based on highest and best use for other purposes."

- "In determining the true and fair value of open space land and timber land, which has been classified as such under the provisions of this chapter, the assessor shall consider only the use to which such property and improvements is currently applied and shall not consider potential uses of such property..."

- As a matter of policy the City and County can determine if public access (physical access or visual access from public ways, lands or waters) should be provided as a condition of an OSTA. In determining whether an application for CUOST status should be approved or disapproved, the granting authority "may take cognizance of the benefits to the general welfare of preserving the current use of the property which is the subject of application, and shall consider:

  (a) The resulting revenue loss or tax shift;

  (b) Whether granting the application for land applying under RCW 84.34.020(1)(b) will (i) conserve or enhance natural, cultural, or scenic resources, (ii) protect streams, stream corridors, wetlands, natural shorelines and aquifers, (iii) protect soil resources and unique or critical wildlife and native plant habitat, (iv) promote conservation principles by example or by offering educational opportunities, (v) enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations, sanctuaries, or other open spaces, (vi) enhance recreation opportunities, (vii) preserve historic and archaeological sites, (viii) preserve visual quality along highway, road, and street corridors or scenic vistas, (ix) affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of the property; and..."

- The granting authority may require that certain conditions be met, including but not limited to the granting of easements. As a condition of granting open space classification, the legislative body may not require public access on land classified under RCW 84.34.020(1)(b)(iii) for the purpose of promoting conservation of wetlands.

- Whatcom County must use its adopted "Public Benefit Rating System" to rate CUOST applications and inform CUOST approvals. The City does not have to use such a system at present; certain suggestions and recommendations are presented below for consideration and action.
CUOST Issues for City and County to Consider

A. ORDER/PROCESS FOR CITY/COUNTY APPROVAL. In one instance, the year 2000, the City and County Councils met jointly to approve several CUOST applications within the City. The 2009 CUOST applications for tracts in Bellingham were approved by the County prior to development and approval of detailed OSTAs, notably OSTAs mutually satisfactory to applicant and the City and required for ongoing operation of public access. Outside of incorporated areas RCW 84.34.037 requires making an application for an OSTA through the County Council. Within incorporated areas 84.34.037 explicitly requires that applications be acted upon by both the City and County Councils, apparently in no particular sequence and apparently regardless of the existence of a comprehensive plan. The City is charged equally (along with the County) in deciding how an OSTA provides public benefits, and City Parks appears to be the party responsible for and best able to monitor compliance with signing, access and other management requirements for public use. 2009 applications approved by the City with different access or landscape management provisions than those approved by the County must be returned to the County for a second County approval action. (See General Recommendation 3 below.)

Additional Summary Information. The County Council approved each of the recent 5 applications subject to a condition of public access, stating: “Approval subject to Public Access Rules and Posted Sign”, based on the County staff recommendation of 12/1/09 recommending approval subject to the condition of “Public Access as Shown on Maps included with this Report...” as Shown on Maps included with this Report as Attachment A”. However, only one application map (Harris) was provided showing what appears to be public access. A site inspection with applicant Harris indicated the map was substantially in error and that the applicant did not agree with what it showed. RCW 84.34.037(1) states that the City and County Councils must vote on identical applications and that if modifications are made these bodies must “affirm an application with identical modifications”. Common sense suggests that the City and County participate on identical terms with the third party applicant and County staff has affirmed that, once the City develops a public access management plan for any CUOST application approved by the County without such provisions, the City must return such applications to the County for another Council vote, since the County did not specify the nature of public access, nor any specific access management actions nor any means of assessing compliance.

A question has arisen regarding the applicability of the RCW 84.34.037 requirement for following comprehensive plan amendment procedures in areas subject to comprehensive plans. Greater specificity appears to be provided for in-city approvals by City and County authorities outside of the comp plan amendment process, however, review by City legal staff is recommended.

B. AGREEMENT COMPLIANCE, MONITORING AND ENFORCEMENT AND AMENDMENT. Individual OSTAs (both their Dept. of Revenue form and their referenced exhibit components) seem not to clearly state what happens when the provisions of an OSTA, notably its appended public access management agreement provisions, are not honored by a property owner. Presumably the ultimate authority to nullify and OSTA and resume taxation at pre OSTA levels rests with the County Assessor. Presumably the best party to advise the Assessor of owner compliance is the party who drafted and accounts for the public access management provisions of the individual OSTA. Public use patterns and expectations change regularly. Experienced land managers know that site conditions, best site management practices and public information requirements and approaches change over time. The County presently has no procedure for amending an OSTA. Cases like Clark Point in Bellingham illustrate how subsequent agreements and interpretations can lead to confusion and on-the-ground arrangements that can appear to be outside the scope of recorded agreements.

(See General Recommendations 3 and 4 below.)
Additional Summary Information. For City of Bellingham OSTA owners providing public access amenities (direct physical access or aesthetic values associated with visual access) City Parks is the logical and preferred authority for entering into OSTAs, monitoring OSTA compliance and conditions and explaining OSTA provisions to the public because:

1. City Parks operates the larger off-street public access system that the OSTA access provisions must compliment and expand in order to provide the public benefit required under the state statutes
2. City Parks is commonly expected to be respond to all trail system questions and provide system information to the public. Parks constantly addresses concerns involving public access to trails that are often private and must distinguish between public and private facilities in the course of managing public resources.
3. No other agency, notably County Parks, Planning or Assessor, has staff capable of monitoring public access provisions such as trails or signing in the Bellingham urban area.

C. POLICY ASSESSMENT REGARDING FISCAL IMPACT. In approving CUOST the City may consider fiscal impacts, i.e. “resulting revenue loss or tax shift[s]” per RCW 84.34.037(2)(a). As part of its 12/8/09 recommendation the County Council suggested preparation of a fiscal analysis report on the CUOST program on County revenues, to be provided during the first quarter of 2010 (See Agenda Bill 2009-455.) City Parks staff had hoped of incorporating this study in a recommendation to City staff and Council members, but it become apparent the study will not be initiated in the near future.

This matter is of interest to the public and to public officials with fiduciary responsibilities. Without an assessment from the County Assessor the impact of the CUOST program on property tax revenue is not clear. Frequently, in cases of perpetual open space creation, schools and other public infrastructure, the tax burden shifts over time to properties benefiting from the amenity creation. (The classic case study is Central Park in New York City where residential and commercial properties are taxed at significantly higher values based on nearness to the park.) Formulaic adjustments involving temporary CUOST tax reductions are another matter. The Appendix I map shows that large part of western Whatcom County is taxed under one of the CUOST categories. With only 7 OSTAs in force in the City of Bellingham and its UGA, and 5 more requested, and with the legislative linkage of the CUOST program to wetlands and wildlands the impact of the CUOST program is likely not great. (The most financially significant OSTA in this regard is probably the Bellingham Golf and Country Club.)

See D. 3. Below for a discussion of tax incentives for OSTA participants and questions regarding whether or not the crafting of OSTAs is a prudent use of City and County staff time and whether or not the County’s PBR system reduces property taxes more or less than traditional perpetual conservation easements.

See General Recommendation 6.

D. ISSUES INVOLVING INTERNAL CITY PROCEDURES OR POLICIES

1. City has Flexibility in Approving or Denying Applications. The County uses an adopted Public Benefit Rating system to evaluate CUOST applications and to direct the Assessor in mathematically adjusting tax rates to account for the difference in current versus highest and best use valuations. The City is not required to use any particular scoring system and has a duty simply avoid evaluating applications in an arbitrary or capricious manner. (The overall number of City CUOST applications is low and belaboring a scoring system is probably not justified.)

2. No Articulated Criteria to Document Loss of Market Value. The basic notion that Current Use must be found to be different than ultimate Highest and Best Use seems to lacking in County evaluation procedures and seems to be a key legal consideration for the City. Recent critical area legislation has created conditions
in which the current use of many undeveloped open spaces, notably wetlands, also represents highest and best use. Without documentation that current use is not highest and best use the City risks making decisions appearing to involve gifting of public funds. See General Recommendation 1.

3. Relative Public Benefit of Non-perpetual OSTA vs. Required Staff Time to Develop the OSTA. When staff resources are limited staff efforts in OSTA approval, development and monitoring should be carefully managed and may be difficult to justify. Some applications are not likely to yield significant public benefits, particularly if:

a. Current open uses are all that is likely to be allowed on a property due to critical area regulations.
b. The property, while meeting the requirements of the RCW, is small and isolated from significant public use or enjoyment.
c. The owner and monitoring authority do not operate with clear, common understandings.

In some cases involving open space that is heavily regulated by critical area controls investment of staff time in development of perpetual, recorded conservation and public access easements may be more justifiable than developing and securing approval of revocable and conditional OSTAs involving overlapping City and County efforts.

Information regarding comparative tax savings for regulated critical area lands under OSTAs versus grants of perpetual conservation easements is not being provided to the public through the County or City. Theoretically, open space lands limited to their current uses under a perpetual, recorded easement should provide an owner with tax savings that meet or exceed tax savings under an OSTA. This determination has not been made by the Assessor; such a statement could greatly assist agencies and individuals in determining if the OSTA process is a wise investment of time and effort for regulated properties, compared to development of perpetual easements crafted in what can be a simpler process.

The effect of open space dedication on residual property value must be determined on a case by case basis by valuation professionals using recognized appraisal criteria; it does not automatically mean that a property tax reduction is in order. It is possible that a County Assessor, by simply applying fixed PBR scores, might reduce property taxes to a greater degree under an OSA than he or she would reduce them under a market appraisal reflecting a perpetual grant of conservation rights.

See General Recommendations 1 and 2.


a. Roles. There have been no consistent standards for drafting OSTA provisions defining the roles and responsibilities of the land owner, City or other parties.
b. Records Access. Agreements involving the majority of the approved City OSTA properties appear to be unknown to present City staff. There appears to be no transmittal of the approved/recorded OSTAs from the Assessor to the City. OSTAs involving City responsibilities are apparently not entered into City databases such as Property Tracker.
c. Post-OSTA Monitoring or Amendment. Once the City has approved urban CUOST participation there is no mechanism for the Assessor to receive or recognize input from City personnel regarding OSTA compliance or modification. It is frequent for public access and use management arrangements to be changed based on operational findings over time, but there is no mechanism for this in Whatcom County’s CUOST program.
d. **Signing and Public Information.** Public access management plans developed by the City for attachment as OSTA exhibits have often not clearly described the location and content of signing and other public information, nor who is responsible for maintaining it.

See General Recommendations 4 and 5.

5. **Best Risk Management Approach.** Risk management approaches for properties involving physical public access have been inconsistent. Standard OTA provisions are desirable in the City’s appended public access management plans. Care is advisable since public access is provided by land owners in exchange for lower taxes and provisions for that access are approved, and by implication or expressly, monitored by the City. See General Recommendation 5.
General Recommendations Regarding CUOST Applications

1. CURRENT VS. MARKET USE DOCUMENTATION. A property should only be approved for CUOST if its “Current Use” is discernibly different from a feasible and reasonable “Highest and Best Use”, an alternate use generating a larger economic return than maintaining the land as open space. Only applications demonstrating that the applicant is forgoing economic gain by keeping a property in open space should be approved. This criteria could face a legal challenge based on the intent of the original enabling legislation to preserve lands now designated critical areas. The principle of “Current Use”, however, implies that there must be an alternate and higher use. If City or County staff do not to assess development potential using basic environmental and land use data CUOST applicants could be asked to submit a land use analysis prepared by a professional. Properties restricted to current uses and which also offer ancillary visual or physical access opportunities are often better secured for public benefit through purchase or donation of perpetual conservation and public access easements in favor of the public.

2. LOCATION, CONNECTIVITY, PUBLIC FUNCTIONS AND VALUES. An urban area property with deferred market uses should only be approved for CUOST if it compliments or constitutes an open space resource that benefits a significant public user group. OSTAs should be negotiated only for properties on public trails or greenways or providing, or preserving the likelihood of, significant new public trail or wildlife movements or viewpoint access. Properties providing visual access and wildlife and scenic values without a promise or grant of actual public access should only be approved in developed areas where people can enjoy them daily while not travelling over them or in instances where the owner undertakes or grants landscape enhancement, restoration or critical area impact mitigation of a defined, lasting nature.

3. CITY APPROVAL OF OSTA PUBLIC ACCESS MANAGEMENT PLAN PRIOR TO COUNTY APPROVAL. Unless the County is willing and able to develop public access, signing plans and other measurable performance requirements mutually acceptable to City staff and CUOST applicants the County should forward all City of Bellingham and Bellingham UGA CUOST applications to the City prior to taking any action. OSTAs must be approved with identical provisions by both the City and County Councils. However, only one jurisdiction can or should monitor a public access agreement or other public benefit performance requirements. In order to avoid “false starts” and frustrate applicants the agency having land use jurisdiction and programmatic expertise and staffing ability involving the particular OSTA’s public covenants should lead and craft a formal public access agreement, to be attached to the recorded OSTA.

4. PROVISION FOR AMENDMENT AND COMPLIANCE REPORTING. The City should not enter into any OSTAs that cannot be readily monitored and amended to adapt to changing conditions. A process for amending OSTAs should be immediately developed by the City and County. Monitoring and making changes to adapt to and accommodate unanticipated use patterns are the norm for sites and facilities involving public use. Several current OSTAs feature agreement provisions that are not being adhered to as originally intended and agreed. The County Assessor should invite, receive, evaluate and respond to recommendations from the City to modify or rescind an OSTA. The County should rescind the OSTA based on the City’s recommendation or convene a City-County meeting to review OSTA compliance and develop a joint action plan for OSTA amendment or cancellation.

5. CONCISE SITE IDENTIFICATION AND SIGNING PROVISIONS IN PUBLIC ACCESS MANAGEMENT PLAN APPENDED TO OSTA. The critical City-applicant agreements defining how and what portion of a OSTA site is open to the public should include concise sign wording and placement information acceptable to the City, County and OTA applicant and reflecting the City and County’s best
risk management practices. The City Parks and Recreation Department website can be used to disseminate related information on the site in the context of the City trail and parks system.

6. REPORT BY ASSESSOR. Whatcom County could be asked to provide the following data, opinions and file information:

a. A review and refinement of Appendix I for accuracy and clarity.
b. A parcel by parcel summary of the annual (2009 or 2010) tax relief granted to each OSTA participant in the City of Bellingham contrasting property taxes due with or without the OSTA in place.
c. Copies of the 5 “recently unexamined” but approved and recorded OSTA agreements listed on page 2, with annotation or a separate summary indicating public access arrangements for each OSTA site.
d. An assessment and commentary comparing the Assessor’s approach to appraising an open space parcel under an OSTA vs. appraising it under a perpetually granted conservation easement establishing the site’s current use as its ultimate use. A set of easement terms and descriptive information should be provided as the basis for this case study.
Specific Recommendations Regarding Recent CUOST Applications Approved by Whatcom County

(The following applications were approved without, but subject to, unstated public access and signing plans.)

Ludke-Pacific Trucking (2 tax parcels)

FINDINGS: The property is entirely in the Squalicum Creek floodplain and is adjacent to the future Squalicum Creek or Bay-to-Baker Trail and to public property owned by Western Washington University. If public access allowed on the WWU tract and with public opening of the B&BC Railway grade as a public trail, this property could accommodate a public trail (subject to wetland and floodway permitting) and serves as a corridor for certain wildlife movements between two industrial sites.

The County Council approved CUOST status “subject to Public Access Rules and Posted Sign”. No public access proposal or information were referenced in County Council Resolution 2009-078.

Parcel 380316 096405

RECOMMENDATION: The current use of tax parcel 380316 096405 appears to also represent its highest and best use, with critical areas severely constraining all foreseeable development. CUOST should NOT BE APPROVED for this property unless it can be shown that CUOST status preserves a property that might be developed in the future; no higher use for the property is discernable. It is doubtful that the property is developable or can be used in any manner other than its current use. Beneficial physical or significant visual public access cannot be provided at present. Permitting and construction costs in such a wetland situation are high and public access would have to be secured on the adjoining parcels.

The property appears appropriate for a granting of a permanent conservation and public access easement to the City as part of long term open space and trail system. The City should seek, support, facilitate and accept such a grant of easement; ideally and logically such a grant should assist the owners in reducing their property taxes by perpetually limiting development to enhancing or replacing only current property uses in a manner obvious to the Assessor.

Parcel 380316 127410

FINDINGS: The current use of parcel 380316 127410 is industrial; it is not open space.

RECOMMENDATION: CUOST should NOT BE APPROVED for this property because it is being used at its highest and best use and is not being maintained as open space.
Open Space Applications 2009 - Ludke Pacific Trucking Inc.
Transfer Application: Open Space Farm/Agricultural Land to Open Space (Land: 1.92 Acre(s))
Assessor Parcel Number:

Ludke Parcel
Area inundated by 100 year flooding
Ing (2 tax parcels)

Parcel 380316 09605

FINDINGS: Current use of parcel 380316 09605 is residential (1 single family home) and forested open space. The City wetland indicates the east half of the property is upland. The County Council approved CUOST status “subject to Public Access Rules and Posted Sign”. No public access proposal or information were referenced in County Council Resolution 2009-078. The County’s staff report map shows the Railroad Trail one parcel away from and to the east of this parcel. Along with the tract to the north, this tract contains a high quality forested wetland.

The County Council approved CUOST status “subject to Public Access Rules and Posted Sign”. No public access proposal or information were referenced in County Council Resolution 2009-078. County Resolution 2009-078 also does not specify what portions or how much of the parcel would be managed as open space rather than managed yard or structure space.

RECOMMENDATION: It is assumed that additional yard area and one or more residences can be built on the east part of this property through a replatting process, possibly with permitted wetland and wetland buffer mitigation. A cluster short plat involving creation of several estate lots with private open space might be possible through a lot line adjustment and merger with the Ing/Alder tract to the north, partly owned by the owner of the subject application. CUOST SHOULD BE APPROVED for this property unless it can be shown that CUOST status does not preserve a property that might be developed in the future. Approval by the City and the County Council for CUOST status SHOULD BE CONTINGENT on incorporation of the following provisions into exhibits attached to the recorded OSTA:

1. Management by the owner as wildland, monitored by one or more public OSTA authorities for compliance.
2. Use of concise mapped, linear measures to define the area to be maintained in wildland vegetation outside width of the maintained driveway corridor and exclusive of the residence and maintained yard area on the east part of this parcel. This map should be prepared to advise the Assessor on how much of the parcel its outside the “estate” remainder of the current use lot and to provide a means of inspecting the property for compliance with conservation objectives.
3. Approval of CUOST status for the adjacent Ing/Alder parcel to the north.
4. A clear statement in the Council resolutions that physical public access is not necessary over this parcel as part of the OSTA because of its ecological functions and physical and visual connectivity with the Railroad Trail Greenway.
5. A clear and concise written statement of what open space and trail signing shall consist of and where signing is to be posted in order to maintain compliance with CUOST requirements.
6. With advance approval by the owner, provision of project-by-project access to the property by parties assessing its environmental values and functions and opportunities for trail access and habitat enhancement.

The property appears appropriate for a granting of a permanent conservation and possible future public access easement to the City as part of long term open space and trail system. The City should seek, support, facilitate and accept such a grant of easement; ideally and logically such a grant should assist the owners in reducing their property taxes by perpetually limiting development to enhancing or replacing only current property uses in a manner obvious to the Assessor.

Parcel 380321 178410

12
FINDINGS: Current use of parcel 380321 178410 is open space and its vegetation is directly viewed by the public from the adjacent Railroad Trail. A feasible highest and best development scenario for this property is replatting and lot line revision of this property with the Ing property to the west and the Ing/Alder tract to the northwest (owned by one of this parcel's owners) to create multiple estate lots with upland building sites (accessed via the Ing driveway) and large open space preserves extending into the Fever Creek riparian forest and wetlands.

No public access proposal or information were referenced in County Council Resolution 2009-078. The County’s staff report map highlights this undeveloped parcel as part of the Ing family home site on the adjacent tax parcel and shows the Railroad Trail along the east side of this parcel.

This tract is listed as an element of the Open Space Application but it was tinted by County staff as being part of the Ing home site. Conversations with applicant Ing indicate this was an oversight, and that the applicant seeks to preserve the wildland vegetation and forego any development or yard creation through an OSTA. This parcel has greater public value as open space than some parts of parcel 380316 09605, because of its function as a woodland screen between the Ing residence and the Railroad Trail. The County Council approved CUOST status “subject to Public Access Rules and Posted Sign”. No public access proposal or information were referenced in County Council Resolution 2009-078.

RECOMMENDATION: CUOST SHOULD BE APPROVED for this property CONTINGENT ON incorporation of the following provisions into exhibits attached to the recorded OSTA:

1. Management by the owner as wildland, monitored by the City or County for compliance.
2. With advance approval by the owner, provision of project-by-project access to the property by parties assessing its environmental values and functions and opportunities for trail access and habitat enhancement.
3. A clear statement that physical public access is not necessary over this parcel as part of the OSTA at present because of its ecological functions and visual and physical connectivity with the Railroad Trail Greenway and the need to identify trail and other development opportunities in detail and with the Ing/Alder property to the north.
4. A clear and concise written statement of what signing is to consist of and where signing is to be posted and maintained to maintain compliance with CUOST requirements.

The property appears appropriate for a granting of a permanent easement to the City as part of long term open space and trail system. The City should seek, support, facilitate and accept such a grant of easement; ideally and logically such a grant should assist the owners in reducing their property taxes by perpetually limiting development to enhancing or replacing only current property uses in a manner obvious to the Assessor.
Ing/Alder

FINDINGS: Current use of the majority of this parcel is high quality riparian and wetland forest associated with Fever Creek and the public Railroad Trail Greenway. The City wetland indicates significant non-wetland areas along the north boundary and southeast corner of the property. This property provides significant public value as an aesthetic and wildlife amenity for trail users. A feasible development scenario for this property is replatting and lot line revision of this property with the two Ing properties to the south (owned by one of this parcel’s owners) to create multiple estate lots with upland building sites (accessed via the Ing driveway) and large open space preserves extending into the Fever Creek riparian forest and wetlands.

The County Council approved CUOST status “subject to Public Access Rules and Posted Sign”. No public access proposal or information were referenced in County Council Resolution 2009-078.

RECOMMENDATION: CUOST SHOULD BE APPROVED for this property CONTINGENT ON incorporation of the following provisions into exhibits attached to the recorded OSTA:
1. Management by the owner as wildland, monitored by the City or County for compliance.
2. Provision of project-by-project access to the property for parties assessing its environmental values and functions and opportunities for trail access and habitat enhancement.
3. A clear statement that public access is not necessary on this parcel as part of the OSTA at present because of its ecological functions and connectivity with the Railroad Trail Greenway and the need to identify trail and other development opportunities in detail and with the Ing property to the south.
4. A clear written statement of what signing shall consist of and where signing is to be posted and maintained to maintain compliance with CUOST requirements.
5. A provision allowing the Assessor to unilaterally remove the property from the OSTA based on a written finding by the City or County that property has no development potential and is currently developed to its maximum extent.

The property appears appropriate for a granting of a permanent conservation and possible future public access easement to the City as part of long term open space and trail system. The City should seek, support, facilitate and accept such a grant of easement; ideally and logically such a grant should assist the owners in reducing their property taxes by perpetually limiting development to enhancing or replacing only current property uses in a manner obvious to the Assessor.
Open Space Applications 2009 - Ing/Alder

New Applications: Open Space Land 1.10 Acres

340321 1604230 0000

- Ing/Alder Parcel
- Existing Trail
- Public Land/Easements
Harris (3 tax parcels)

FINDINGS: The majority of the area proposed for CUOST is high quality upland Douglas fir forest with mature trees and an attractive, semi-open understory of trees and ground cover vegetation. Lot 21 in parcel 370317 168238 is mostly or partly unforest and features a building used by the applicant, the area under and around which should not be included in an OSTA. The applicant, adjacent owners and nearby residents are using and maintaining several trails over the applicant’s subject land and adjacent Kellogg Ave. to travel between their homes and 30th Street and Hoag Pond parklands and Interurban Trail. The owner has improved a foot path over his easterly tax parcel to provide a convenient route for walkers from 30th Street to the Kellogg Ave. ridge trails in lieu of access directly off of 30th in the Kellogg right-of-way, which is steep and would be expensive to improve for pedestrian use. The easterly, newer part of the owner’s footpath has some board cribbing and one steep slope that would ideally be eliminated through additional hand work; board cribs are subject to failure and the short, steep slope could be eliminated. In order to remove the cribs, which are potential safety problems, the tread will have to be widened 6-12 inches by cutting into the side slope above the current trail bench. Even with eventual construction of a public trail in the Kellogg right-of-way (something which is not likely due to lack of funding) the applicant’s wooded property would continue to provide a strong greenway element that is beneficial for the public in terms of aesthetics and wildlife values. Because the property is upland it could be selectively logged, substantially cleared and used for residential yard, storage and recreational purposes. With street improvements residential development is feasible and attractive in the longer term because the applicant controls access to the property from Willis Street and because of the nearby parkland and street open space amenities. Preservation of forest cover protects water quality in Chuckanut Creek and the City of Bellingham has a high level of interest in providing for east-west pedestrian movements to and from Hoag Pond Park, partly to reduce foot travel along 30th Street, which has sight distance constraints and no sidewalks.

The County Council approved CUOST status “subject to Public Access Rules and Posted Sign”. No public access proposal or information were referenced in County Council Resolution 2009-078.

RECOMMENDATION: CUOST SHOULD BE APPROVED for this the majority of this property CONTINGENT ON incorporation of the following provisions into exhibits attached to the recorded OSTA:
1. Management by the owner as wildland, including a commitment only to remove trees constituting a hazard to persons or property.
2. Removal of the non-wildland portion of Lot 21 in parcel 370317 168238 from the application and resulting OSTA, due to applicants use of the building on that lot. The area excluded from CUOST classification should be clearly defined using reference dimensions that can be determined in the field by City and County staff and State Auditors.
3. A clear statement that public access is allowed on the owner’s improved trail.
4. Written indemnification of the City of Bellingham and Whatcom County for claims arising due to public use of the foot path, unless and until such time as the path is reconstructed or maintained by the City as part of a separate agreement.
5. Removal of the header boards and widening of the walking tread on the easterly segment of the foot path to provide a walking tread no narrower than 18”; header boards are not allowed or present on other nearby connecting trails used by the public and the trail tread should appear as a visible, continuous and flat surface to the public. Header boards create the appearance of an informal trail that is not part of the public trail system.
6. Provision of a written statement by the owner that the City has no control over the property other than the right to enforce the terms of the OSTA.
Open Space Applications 2009 - Harris
2905 Willis Street, Bellingham
New Application: Open Space Land 1.18 Acre(s)
Assessor’s Parcel Numbers: 370307 048234 0000;
370307 184438 0000, 370307 208228 0000
Harris Parcels, ©1998 Rusting Trail
Public Lands/Reserves
Nelson (3 tax parcels)

FINDINGS: The area proposed for CUOST is open pasture and mixed coniferous/deciduous woodland. It is adjacent to public open space on its south and west boundaries and lies at an important hub where existing and planned public trails will connect on north/south and east/west alignments. To the west is the Clarita Moore Nature Area and to the south lies Arroyo Park, Lake Samish Drive and the Fairhaven and Southern (F&S) Railway Grade, now used as an informal trail. The property is aesthetically attractive for future residential development and currently provides multiple wildlife habitat functions, having a mosaic of wooded and open areas, uplands, wetlands and a pond. Preservation of forest cover and open land on the subject property protects water quality in Chuckanut Creek and associated wetlands.

Although the applicants are willing to provide the City with a 15-year easement for construction of trails along the west and south edges of the property no public access proposal or information was referenced in County Council Resolution 2009-078. (The County Council approved CUOST status “subject to Public Access Rules and Posted Sign”.)

RECOMMENDATION: CUOST SHOULD BE APPROVED for this property CONTINGENT ON incorporation of the following provisions into exhibits attached to the recorded OSTA:
1. Management of the wooded areas by the owner as wildland and management of the open areas for meadow, pasture and pond features. Provision of farm or yard structures should be limited and disallowed in the forest areas.
2. Attachment of an easement or license dedicating public access over any trails constructed by the City, for a period of 15 years after the granting of CUOST status and granting the City the right to construct the following trails:
   a. An east/west trending trail along the south boundary of the property to connect the level portions of the abandoned F&S railroad grade separated by the former railroad bridge on the slope of the Chuckanut Creek ravine. Said trail shall be located as far to the south of the applicant’s property as is feasible to provide a trail complying with public trail development standards. Pasture-type fencing shall be installed by the City to keep the public trail corridor separate from the applicant’s adjacent pastures and ponds.
   b. A north/south trending trail along the west boundary of the property from the southerly end of 26th Street to the above F&S grade trail. Said trail shall be located as far west as is feasible to avoid impacting wetlands and wetland buffers and shall be located to utilize the 26th Street right-of-way as much as possible. Pasture-type fencing shall be installed by the City to keep the public trail corridor separate from the applicant’s adjacent pastures and ponds.
3. A clear written statement of what open space and trail signing shall consist of and where signing is to be posted in order to maintain compliance with CUOST requirements.
4. Provision of a written statement by the owner that the City has no control over the property prior to construction of the public trails or to portions of the property fenced off from the public trails and excluded from the trail easement.

The property, or portions of the property, are appropriate for granting of a permanent conservation and public access easement to the City as part of long term open space and trail system. The City should seek, support, facilitate and accept such a grant of easement; ideally and logically such a grant should assist the owners in reducing their property taxes by perpetually limiting development to enhancing or replacing only current property uses in a manner obvious to the Assessor.
APPENDIX I (DRAFT)

The Public Benefit Rating (PBR) score for each of the 5 County-approved tracts is indicated in the December 1, 2009 memorandum from County Planning staff to the County Council. Utilizing an assessed valuation schedule developed by the Assessor under RCW 84.34.055 the County has elected to apply the PBR scores as follows in developing a reduced, CUOST Assessed Value for each tax parcel.*

This summary was made from information provided on the phone by County Planning staff and should be confirmed by the Assessor.

CUOST Assessed Value/acre = FMV/acre – (FMV/acre – ((FMV/acre – CUV/acre) x PBR))

EXAMPLE

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<thead>
<tr>
<th>Description</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>FMV (Assessor’s Fair Market Value)/acre</td>
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</tr>
<tr>
<td>PBR (County Public Benefit Rating Score)</td>
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<tr>
<td>CUV (Assessor’s Current Use Value)/acre</td>
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</tr>
<tr>
<td>1 acre @ $100,000/acre</td>
<td>100,000</td>
</tr>
<tr>
<td>1 acre @ $1,200/acre</td>
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<td>difference</td>
<td>98,800</td>
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.8517% x 98,800 = 84,148

<table>
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<th>Value</th>
</tr>
</thead>
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<td>1 acre @ $100,000</td>
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<tr>
<td></td>
<td>-84,148</td>
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<tr>
<td>CUOST Assessed Value</td>
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* “The assessed valuation schedule shall be developed by the county assessor and shall be a percentage of market value based upon the public benefit rating system.”
HYPOTHETICAL EXAMPLE OF APPLIED PUBLIC BENEFIT RATING
RESULTING IN NEW CURRENT USE VALUE AND “SHIFT” IN TAXES

UPON APPLICATION APPROVAL
TO CLASSIFY OR RE-CLASSIFY AS OPEN SPACE LAND

TERMS:

FMVA = Fair Market Value per acre
CUVA = Current Use Value per acre
FMV = Fair Market Value per acre multiplied by # of acres
CUV = Current Use Value per Acre multiplied by # of acres
PBR = Public Benefit Rating
DIFF = Difference between FMV and CUV
SAVINGS = Savings is difference between Fair Market Value and Current Use Value multiplied by the PBR
NEW VALUE is FMV-SAVINGS
NEW VALUE X CONSOLIDATED LEVY RATE = NEW TAXES
LEVY RATE = HYPOTHETICAL CONSOLIDATED LEVY RATE

FORMULA:

FMV-CUV = DIFF
DIFF X PBR = SAVINGS
FMV-SAVINGS = NEW VALUE
NEW VALUE X LEVY RATE = TAXES

CALCULATION:

FMV - CUVA = DIFF
600,000 – 24,000 = 576,000
DIFF X PBR = SAVINGS
576,000 X .85 = 489,600
FMV-SAVINGS = NEW VALUE
600,000 – 489,600 =
110,400 = New CU Value

NEW VALUE X LEVY RATE =
NEW TAXES ON LAND VALUED AT CURRENT USE
110,400 X .01 = 1,104

FMV taxes = 6,000
Current Use Taxes = 1,104
TAX SHIFT = 4, 896
EXPLANATION OF TAX SHIFT:

LEVY RATE = 10 dollars per every thousand dollars of assessed value or .01

Fair Market Value TAX = 600,000 X .01 = $6,000.00 Taxes

Current Use Value TAX = 110,400 X .01 = $1,104.00 Taxes

- Difference between FMV Tax & CUV Tax $6,000-$1,104 = $4,896

- $4,896 in taxes that would otherwise be collected from this taxpayer are “shifted” to other taxpayers in the form of an increase in the levy rate applied to all assessed values on property within any given taxing district (as applicable) including the subject parcel acres that are approved for assessment at current use. The particular taxing district will still need to meet its budget, and in order to accomplish this, to offset reduction in value from properties classified under the current use programs (and other exemptions) will increase its levy rate to meet its budget.

NOTE: at 100% PBR the shift in taxes on the above example would be $5,760.00

- Generally, a tax code area is defined by geographic boundaries where most all of the parcels are subject to the same consolidated levy rate. However, not all parcels in a geographically defined tax code area are captured by the same taxing districts. For example, if in a particular tax code area there are two parcels of land that are contiguous, and one is developed, and one is raw unimproved land, and both are in the fire district’s boundaries, the improved land will be subject to a levy by the fire district, but the unimproved land will not be subject to a levy by the fire district.

- The example above illustrates why it is difficult to calculate the increase in taxes affecting tax payers whose land is assessed at fair market value, that would be imposed by the approval of a parcel at current use values.

- To further illustrate: the compensating increase in a taxing district’s levy rate will also apply to land assessed at current use values within a taxing district’s boundaries, but since the assessed value per acre has been substantially reduced as compared to fair market value, the amount of compensatory tax to meet the district’s budget is proportionately much less from these parcels as compared to those from parcels assessed at fair market value.
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<td>NON-OS ACRES</td>
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<tr>
<td>OS ACRES</td>
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<td>PBR%</td>
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<td>FM VALUE PER ACRE</td>
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<tr>
<td>CU VALUE PER ACRE</td>
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**FM LOTS/SITE VALUE =**

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<th>SITE</th>
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<td>286,000</td>
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<td>85.80%</td>
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<tr>
<td>241,167</td>
<td>241,167</td>
<td>SAVINGS</td>
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| FM VALUE | 286,000 |
| SAVINGS  | 241,167 |
| NEW VALUE | 44,833 |

PROOF: 44,833
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<tr>
<td>Year</td>
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<tr>
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<td>NON-OS ACRES</td>
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<tr>
<td>OS ACRES</td>
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<tr>
<td>PBR%</td>
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<tr>
<td>FM VALUE PER ACRE</td>
</tr>
<tr>
<td>CU VALUE PER ACRE</td>
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</tbody>
</table>

*FM LOTS/SITE VALUE =

| FM VALUE= | 1.00 ACRES | X | 100,000 PER ACRE = | 100,000 |
| FM VALUE= | 1.08 ACRES | X | 60,000 PER ACRE = | 64,800  |
| Total FM VALUE | 2.08 ACRES | X | 1,200 PER ACRE = | 2,496   |
|             | DIFF       |   | 162,304           |
|             | PRB%       |   | 85.80%            |
|             | SAVINGS    |   | 139,257           |

FM VALUE 164,800
SAVINGS 139,257
NEW VALUE 25,543 / 2.08 Per acre = 12,280

PROOF 25,543
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</tr>
<tr>
<td>PBR%</td>
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<tr>
<td>FM VALUE PER ACRE</td>
<td>3,750</td>
<td>5000 X 75% = 3750</td>
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<td>1,200</td>
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*FM LOTS VALUE = 3 FRONT FT X 3,750 SITE = 11,250
FM VALUE= FM VALUE= 0
FM VALUE=
Total FM VALUE= 11,250
CU VALUE= 0.28 ACRES X 1,200 PER ACRE = 336
DIFF 10,914
PRB% 91.85%
SAVINGS 10,025

FM VALUE 11,250
SAVINGS 10,025
NEW VALUE 1,225 / 0.28 Per acre = 4,377

PROOF 1,225
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<tr>
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<td>PBR%</td>
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<tr>
<td>FM VALUE PER ACRE</td>
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*FM LOTS VALUE =
FM VALUE =
Total FM VALUE =
CU VALUE =

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<td>X</td>
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<td>0.37</td>
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<td>DIFF</td>
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<td>SAVINGS</td>
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FM VALUE 20,000
SAVINGS 17,962
NEW VALUE 2,038 / 0.37 Per acre = 5,508
PROOF 2,038
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<td>PROOF</td>
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<tr>
<td>FM VALUE PER ACRE</td>
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<td>CU VALUE PER ACRE</td>
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- **FM SITE=**
  - FRONT FT: 10890
  - ACRES: 0.00
  - SITE: 4
  - PER ACRE: 0
  - Total FM VALUE: 38,115

- **FM VALUE=**
  - ACRES: 0.25
  - PER ACRE: 1,220
  - Total FM VALUE: 38,115

- **FM VALUE**
  - 38,115

- **SAVINGS**
  - 32,403

- **NEW VALUE**
  - 5,712
  - 0.25 Per acre = 22,847

- **PROOF**
  - 5,712
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<td>FM VALUE PER ACRE</td>
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<tr>
<td>CU VALUE PER ACRE</td>
<td>1,220</td>
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<td>47916 FRONT FT X 1 SITE = 47,916</td>
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<td>50,196</td>
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<td>CU VALUE=</td>
<td>1.67 ACRES X 1,220 PER ACRE = 2,037 DIFF 48,159</td>
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<td>41,272</td>
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<td>8,924</td>
<td>/ 1.67 Per acre = 5,344</td>
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BACKGROUND

INFORMATION ON

FILE

IN THE

COUNCIL OFFICE
**WHATCOM COUNTY COUNCIL AGENDA BILL**  
NO. 2014-320

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<td>6/10</td>
<td>10/11/14</td>
<td>October 14, 2014</td>
<td>Natural Resources Committee</td>
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<td>J.E. &quot;Sam&quot; Ryan</td>
<td>10-1-14</td>
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<td>October 14, 2014</td>
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<td>Jack Louws</td>
<td>10-06-14</td>
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**TITLE OF DOCUMENT:**  
A Resolution Repealing Whatcom County Resolution No. 2009-078

**ATTACHMENTS:**  
Cover Memo; Draft Resolution; Res. No. 2009-078 as Exhibit “A”; Map of Subject Applications

<table>
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<tr>
<th>SEPA review required?</th>
<th>( ) Yes ( X ) No</th>
<th>Should Clerk schedule a hearing? ( ) Yes ( X ) No</th>
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<td>SEPA review completed?</td>
<td>( ) Yes N/A</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

On December 8, 2009, the Whatcom County Council took action under Whatcom County Resolution No. 2009-078, approving recommendations on applications for classification, reclassification, or amending existing applications for open space current use assessment on lands located within the City of Bellingham.

**Background:** The Open Space Taxation Act (Chapter 84.34 RCW) provides that the City and County may meet as one body to act on such applications or hold separate hearings and take separate action. In anticipation that the City would take its own separate action at a future date, Whatcom County took its own action on these applications under Res. 2009-078. However, a number of years have passed, and the City has not taken its own separate action, and it is imperative that the pending status of these applications be resolved.

**Proposed Action:** To resolve the pending status of these applications, efforts are underway to assemble a Joint Granting Authority composed of at least three members of the County Council and at least three members of the Bellingham City Council (pursuant to RCW 84.34.037) who may meet to act as one body to approve or deny the subject applications. Prior to any new action being taken on the subject applications, the previous action taken under Res. No. 2009-078 must be repealed.

A draft resolution has been prepared to initiate Council action should they decide to repeal Res. No. 2009-078.

**Distribution Request:** Assessors Office – Keith Willnauer

| COMMITTEE ACTION: | COUNCIL ACTION: |


**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: Honorable Jack Louws, Whatcom County Executive & Honorable Members of the Whatcom County Council

THROUGH: J.E. "Sam" Ryan, Planning & Development Services, Director & Mark Personius, Long Range Planning Division Manager

FROM: Erin Osborn, Planner

DATE: September 30, 2014

SUBJECT: Draft Resolution to Repeal Whatcom County Resolution No. 2009-078

Introduction: Please find an enclosed packet containing a draft resolution prepared for Council to repeal a resolution under which Council previously approved recommendations on seven applications for open space tax classification located within the City of Bellingham.

Statutory Authority: In accordance with the Open Space Taxation Act (Chapter 84.34 RCW), applications to classify or reclassify land as "Open Space Land" when such lands are located within the jurisdiction of an incorporated area may be approved after a decision is made by a joint granting authority that assembles as one body (composed of three members of the County and three members of the City), or by each body taking separate identical affirmative acts. (RCW 84.34.037)

Background: The subject applications that the County Council acted on under Res. No. 2009-078 were reviewed by City and County staff in 2009. Instead of a joint granting authority assembling as a one body to take action, in accordance with the then recently amended provisions of state law, it was decided that the City and County would act separately on the subject applications.

On December 8, 2009, the Whatcom County Council took action on these applications under Whatcom County Resolution No. 2009-078 with the understanding that the City would take its own action, shortly thereafter. However, because a number of years have passed, and the City has not taken its own separate action, it is imperative that the pending status of these applications be resolved. In addition, Washington State Department of Revenue issued a 2012 Report indicating that the County is required to include the cities when taking action on applications for open space land or timber land when the land that is subject of application is located within an incorporated area.
To resolve the pending status of these applications, PDS staff is undertaking efforts to coordinate a Joint Granting Authority to convene, composed of at least three members of the County Council and at least three members of the Bellingham City Council to act as one body to approve or deny the subject applications.

**Requested Action:** Based on consultation with Whatcom County Civil Deputy Prosecuting Attorney, Royce Buckingham, prior to a joint granting authority taking new action on the subject applications, the previous action taken by the Whatcom County Council under Res. No. 2009-078 must be repealed.

A draft resolution has been prepared should the Council wish to repeal Whatcom County Res. No. 2009-078.

**Note:** Previously, there were seven applications in this group, but one of the ‘applications’ (Clark’s Point), a request to amend conditions of approval in an existing approved open space taxation agreement, has been withdrawn by the owners, and there are now a total of six remaining applications requiring action.

Please see the attached overview map that identifies the location of the subject applications that the County Council acted on under Res. No. 2009-078.

A brief presentation from staff is proposed on October 14, 2014 in Natural Resources Committee to give Council members an opportunity to review staff’s proposed plan of action to resolve the status of these pending applications, and answer any questions about the implications of repealing Res. No. 2009-078.

Please contact me if you have any questions, or need additional information.

Thank you.
Open Space Applications 2009
Joint City of Bellingham/
Whatcom County Review
RESOLUTION NO: _____________

REPEALING RESOLUTION NO. 2009-078

WHEREAS, The Open Space Taxation Act, codified in Chapter 84.34 RCW authorizes counties to assess the value of real property on the basis of its “current use” after such lands have been approved for classification or reclassification as either Farm and Agricultural Land, Open Space Land (including its sub-classification Farm and Agricultural Conservation Land), and Timber Land for the purposes of taxation; and

WHEREAS, In accordance with the Open Space Taxation Act (Chapter 84.34 RCW), when applications to classify or reclassify land as “Open Space Land” are located within the jurisdiction of an incorporated area, they may be approved after a decision is made by a joint granting authority that assembles as one body (composed of three members of the County and three members of the City), or by each body taking separate identical affirmative acts. (RCW 84.34.037)

WHEREAS, In December of 2009, Whatcom County PDS staff forwarded recommendations to the County Council on seven applications referenced under File No.OS2009-2 to either classify or reclassify land as Open Space Land, or to amend existing conditions of approval on previously classified Open Space Land on lands that are located within the City of Bellingham; and

WHEREAS, On December 8, 2009, in accordance with RCW 84.34.037, the Whatcom County Council held a public hearing and approved amended recommendations on the subject applications under Whatcom County Resolution No. 2009-078. This action was taken with the understanding that final approval or denial on these applications would be in a pending status until City of Bellingham took its own separate action on the subject applications; and

WHEREAS, Applications for Open Space Land are evaluated with Whatcom County’s Public Benefit Rating System, last updated in 1995, which requires some form of Public Access unless specifically waived; and

WHEREAS, After the County Council took action on the subject applications under Whatcom County Resolution No. 2009-078, City of Bellingham staff re-reviewed the subject applications, and subsequent to this review wrote a draft white paper dated 7/28/2010 outlining a number of concerns about Whatcom County’s Open Space Public Benefit Rating System (PBRS), both generally, and as it applied to the subject applications, with regards to: lack of specificity in granting conditions; issues concerning public access, signage, traffic, parking, law enforcement; lack of information available to consider the loss of revenue or shift in taxes that occurs when an application is approved in the jurisdiction of the City of Bellingham; and lack of a prescribed method to amend an open space taxation agreement and granting conditions once an application is approved; and
WHEREAS, The Whatcom County Council in taking action under Res. No. 2009-078 denied a request from the Clark Family to amend a condition of approval on a previously approved application (Clark’s Point). The request was to amend a condition requiring a trail to be built across the northern part of the Point. The County Council denied this request (making it moot before the City); following action by the County Council the owners withdrew the request to amend the conditions of approval before the City, because the owners understood correctly that both jurisdictions would need to vote affirmatively for the request to be approved, thus reducing the total number of applications requiring final action by the City by one, from seven applications down to six; and

WHEREAS, A number of years have passed, and the City has not taken its own separate action, and because it is imperative that the pending status of these applications be resolved, on June 26, 2014, Whatcom County Executive Jack Louws met with City of Bellingham Mayor, Kelli Linville, to discuss an alternative approach to resolve the pending status of the remaining six subject applications. After this meeting, Executive Louws gave PDS staff specific direction to go forward and coordinate efforts involved in assembling a Joint Granting Authority composed of three members of the Whatcom County Council and three members of the Bellingham City Council to act on and resolve the pending status of the six remaining applications previously acted on by the County Council on December 8, 2009 under Res. No. 2009-078:

WHEREAS, Prior to a joint granting authority taking any new action on the subject applications, the previous action taken by the Whatcom County Council under Whatcom County Resolution No. 2009-078 must be repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE WHATCOM COUNTY COUNCIL:

Section 1: The Whatcom County Council hereby repeals Whatcom County Resolution No. 2009-078, attached as Exhibit “A”.

Section 2: Adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this __________day of ______________________, 20

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis
Clerk of the Council

CARL WEEMER
Council Chair

APPROVED AS TO FORM:

Royce Buckingham
Civil Deputy Prosecutor
**EXHIBIT A**

**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<td>Executive: Peter Kremen</td>
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**TITLE OF DOCUMENT:**
A Resolution Approving Recommendations on Applications for Classification, Reclassification, or Amending Existing Applications for Open Space Current Use Assessment on Lands Located within the City of Bellingham: Master File Number OS2009-2.

**ATTACHMENTS:**
Staff Memo to County Council Members, Draft Resolution, Staff Report, Evaluation Forms, Maps, Photos

**SEPA review required?** ( ) Yes ( X ) No  
**SEPA review completed?** ( ) Yes ( N/A ) No  

**Should Clerk schedule a hearing?** ( X ) Yes ( ) No  
**Requested Date: 12/8/09**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Recommendations on a total of seven (7) applications for Open Space Current Use Assessment referenced under Master File Number OS2009-2 are forwarded to three members of the Whatcom County Council for a public hearing and subsequent action pursuant to Chapter 84.34.037 (1) RCW. A resolution is proposed to initiate Council action to approve recommendations on the applications referenced under Master File Number OS2009-2 subject to conditions and applicable scores so noted by separate affirmative acts of both Whatcom County and City of Bellingham legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications, to grant assessment at current use for those applications receiving a recommendation of approval: Seven (7) applications for Open Space Land.

* Distribution Request: Assessors Dept – Jean Eastman

**COMMITTEE ACTION:**
12/8/2009: Special Public Hearing  
The Council handled each application separately. Some applications were approved, and some were not. Also, Weimer suggested that staff provide council-members an update on the process and tax implication of these types of applications in the first quarter of 2010

**COUNCIL ACTION:**
12/8/2009: Council Amended & Approved  
5-1 Weimer opposed Res. 2009-078

**Related County Contract #:**  
**Related File Numbers:** OS2009-2  
**Ordinance or Resolution Number:** Res. 2009-078

**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: 2009-078

APPROVING RECOMMENDATIONS ON APPLICATIONS FOR CLASSIFICATION, RECLASSIFICATION, OR AMENDING EXISTING APPLICATIONS FOR OPEN SPACE CURRENT USE ASSESSMENT

WHEREAS, The Open Space Taxation Act codified as Chapter 84.34 RCW, gives counties legislative authority to grant applications for current use classification and re-classification as Farm and Agricultural Land, Open Space Land and its sub-classification Farm and Agricultural Conservation Land, and Timber Land; and

WHEREAS, Pursuant to Whatcom County Code, Section 3.28.020, applications for Open Space Land, Farm and Agricultural Conservation Land, and Timber Land are received and evaluated by Whatcom County Planning and Development Services Department staff and the results of this evaluation are then presented at a public hearing for review and consideration in making recommendations to the County Council; and

WHEREAS, Applications for Open Space Land are evaluated with the Public Benefit Rating System and assigned a Public Benefit Rating (PBR) that corresponds with a recommendation of approval or denial, and must receive a score of 45 or above for a recommendation of approval; and

WHEREAS, Pursuant to 84.34.037 (1) RCW, applications for classification of land in an incorporated area shall be acted upon by: A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications; and

WHEREAS, On December 8, 2009, three members of the Whatcom County Council held a public hearing and considered staff recommendations, and considered all testimony submitted on applications referenced in Master File Number OS2009-2; and

WHEREAS, Pursuant to 84.34.037 (1) RCW, the Whatcom County Council, upon conclusion of its December 8, 2009 public hearing voted to take separate, affirmative and identical action as anticipated by the City of Bellingham in approving recommendations on the above referenced applications; and

WHEREAS, Pursuant to WAC 197-11-800(6)(c), matters relating to Open Space Current Use Assessment are determined not to be major actions and thus exempt from environmental review under the State Environmental Policy Act (SEPA); and
WHEREAS, Pursuant to RCW 36.70.390 & RCW 84.34 the statutory requirements regarding legal notice have been met; and

WHEREAS, the County Council has adopted the following Findings of Fact and Reasons for Action:

**FINDINGS OF FACT AND REASONS FOR ACTION**

1. Whatcom County Planning and Development Services received a total of seven (7) applications for classification, reclassification, or amended existing applications, as Open Space Land within the City of Bellingham; these applications were given individual file numbers and were grouped together and are referenced under Master File Number OS2009-2.

2. Planning and Development Services staff evaluated individual applications referenced under Master File Number OS2009-2 using appropriate evaluation criteria and prepared a staff report with recommendations consistent with the results of each evaluation, and submitted this staff report to Whatcom County Council Members, and to the City of Bellingham staff, Tim Wahl. Copies of this report were also made available to individual applicants.

3. Notice of the public hearing for Master File Number OS2009-2 Open Space Current Use Assessment applications was published in the Bellingham Herald on November 28, 2009.

4. On Tuesday, December 1, 2009 Planning and Development Services staff met with City of Bellingham staff, Tim Wahl to discuss the merits of individual applications.

5. On Tuesday, December 8, 2009, three Whatcom County Council members in committee held a public hearing on all applications referenced under Master File Number OS2009-2, considered staff recommendations and considered all testimony in making their recommendations to the full Council on whether to approve in whole or in part, or deny individual applications referenced under Master File OS2009-2.

6. At the conclusion of the public hearing on applications referenced under Master File Number OS2009-2, Council members in committee voted to approve all recommendations as presented by staff with the exception of the Bridgeview Ventures application (OSP2009-00019) and the Clark Family application (OSP2009-00018). The Committee voted to deny the Bridgeview Ventures application, in totality. The Committee also voted to recommend denial on the Clark Family’s request to modify conditions of public access as described in the existing 1985 Open Space Taxation Agreement as recorded under Auditor’s File Number 1516491.
NOW, THEREFORE, BE IT RESOLVED BY THE WHATCOM COUNTY COUNCIL that recommendations on applications for Open Space Current Use Assessment referenced in Master File Number OS2009-2 and listed below are hereby approved subject to conditions and applicable scores as noted herein by separate affirmative acts of both Whatcom County and City of Bellingham legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications:

OSP2009-00014; Ludtke-Pacific Trucking, Inc.; 4059 Bakerview Valley Road Transfer Application; Open Space Farm/Agricultural Land to Open Space Land 1.92 Acre(s)
Assessor's Parcel Number(s):
380316 096405 0000; 380316 127410 0000
PBR = 85.70
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00015; Ing; C/O 3100 St. Clair Street New Application; Open Space Land 1.05 Acre(s)
Assessor's Parcel Number(s):
380321 154410 0000; 380321 178410 0000
PBR = 85.17
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00016; Ing/Alder; C/O 3100 St. Clair Street New Application; Open Space Land 1.10 Acre(s)
Assessor’s Parcel Number:
380321 146426 0000
PBR = 85.17
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00017; Harris; 2905 Willis Street New Application; Open Space Land 1.18 Acre(s)
Assessor’s Parcel Number(s):
370307 168238 0000; 370307 184238 0000; 370307 208238 0000
PBR = 91.85
Recommendation – Approval subject to Public Access Rules and Posted Sign

OSP2009-00018; Douglas & Margaret Clark Family LLC; Clark’s Point Amending Existing Open Space Taxation Agreement Public Access Conditions; 67.66 Acre(s)
Assessor’s Parcel Number(s):
370214 499306 0000; 370214 465249 0000; 370214 507180 0000; 370213 018190 0000; 370213 050150 0000; 370213 080099 0000
PBR = 90.00
Recommendation – Denial
Resolution
File Ref: OS2009-2

OSP2009-00019; Bridgeview Ventures, LLC.; 1609 12th Street
New Application: Open Space Land
0.034 Acre(s)
Assessor’s Parcel Number:
370212 171565 0000
PBR= 58.00
Recommendation – Denial

OSP2009-00020; Nelson; 2750 Victoria Street
Transfer Application: Open Space Farm/Agricultural Land to Open Space Land
8.73 Acre(s)
Assessor’s Parcel Number(s):
370307 0830510000; 370307 104020 0000; 370307 116083 0000
PBR= 85.80
Recommendation – Approval subject to Public Access Rules and Posted Sign

BE IT FURTHER RESOLVED that the Whatcom County Council directs the Assessor to place the parcels into the appropriate Open Space Current Use classification.

BE IT FINALLY RESOLVED that adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this 8th day of December, 2009

ATTERTY COUNCIL
Bana Brown-Davis
Clerk of the Council
APPROVED AS TO FORM:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Seth Fleetwood
Council Chair

Royce Buckingham
Civil Deputy Prosecutor
Ordinance terminating open space timber land classification and consolidating timber land classification with designated forest land classification and declaring land previously classified as timber land to be designated forest land.

ATTACHMENTS:
Cover Memo
Washington State Department of Revenue – FAQ on SB 6180
Draft Ordinance

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Effective June 12, 2014, and pursuant to RCW 84.34.400, a county legislative authority may opt to merge its timber land classification with its designated forest land program. To merge the programs, the County Council must enact an ordinance that:

(a) Terminates the timber land classification; and

(b) Declares that the land that had been classified as timber land is designated forest land under Chapter 84.33 RCW.

A draft ordinance is attached should the County Council decide to merge the two programs.

* Distribution Request: Assessors Office – Keith Willnauer, County Assessor

COMMITTEE ACTION:

COUNCIL ACTION:

9/16/2014: Introduced 7-0, Proposed for 10/14/14
Natural Resources Committee Discussion and Public Hearing

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: Honorable Keith Willnauer, Whatcom County ASSessor
Honorable Jack Louws, Whatcom County Executive, &
Honorable Members of the Whatcom County Council

THROUGH: J.E. "Sam" Ryan, Planning & Development Services, Director

FROM: Erin Osborn, Planner

DATE: September 4, 2014

SUBJECT: Draft Ordinance to Merge Timber Land into Forest Land Program

On August 5th 2014, Planning & Development Services (PDS) and the Assessor’s Office presented a joint briefing to Council in P & D Committee on recent amendments to state law that authorize counties to merge the open space timber land program (RCW 84.34) into the forest land program (RCW 84.33).

Based on direction from Council at the August 5th briefing, PDS staff has prepared an attached draft ordinance for consideration by the County Assessor, County Executive, and County Council. The attached draft ordinance and background information is prepared for Introduction at the Council meeting on September 16th, and staff proposes a brief presentation and discussion in Council Natural Resources Committee on September 30, 2014.

At the August 5th briefing, Council Member Brenner indicated support for such a merger if timber management plans were made mandatory. As amended, state law gives the County Assessor discretion as to whether or not a timber management plan is required. The Assessor has recently indicated that ‘Timber Management Plans will be required by the Assessor’s Office with every new Designated Forest Land application or application to transfer.’ The attached draft ordinance does not contain a provision to make timber management plans mandatory, however, County legal staff has indicated that such a provision would be legally permissible, should Council wish to adopt this type of requirement by ordinance.

Background: During the 2014 legislative session, Senate Bill 6180 was passed by the Washington State Legislature which provides county legislative authorities with the option of merging the open space timber land program with the designated forest land program. The state law (SB 6180) became effective on June 12, 2014.
The new law automatically reduces the minimum acreage to qualify for the forest land program from 20 acres down to five acres. If an ordinance is adopted to consolidate or merge the two programs, all land classified as timber land would then become forest land under the sole administration of the Assessor’s Office.

Implications of adopting an ordinance effectuating such a merger, in summary:

- If approved, the timber land classification would effectively cease to exist in Whatcom County, and the forest land classification as amended would be handled by the Assessor’s Office regardless of whether land is located in a city or in an unincorporated area of the county.

- If approved, it would reduce the administrative workload of Planning & Development Services, and take away the need for public hearing before the County Council or Joint Granting authority (if forest land is located within an incorporated area).

- Merging the timber land classification with the designated forest land program would increase convenience to customers by providing one central location where applications are received, reviewed, and processed.

- If approved, any land that has been classified as timber land will be designated as forest land under Chapter 84.33.

- If approved, the County Assessor’s Office will notify each owner of timber land of the merger by certified mail.

- If approved, any timber land classification taxation agreement will no longer be in effect.

- If approved, when designated forest land is removed from designation, only compensating tax will be collected in accordance with RCW 84.33.140(12), unless otherwise provided by law.

- If approved, the County must notify the Department of Revenue that it has merged its timber land program with its designated forest land program.

Please contact me if you have any questions.

Thank you.
ORDINANCE #______________

TERMINATING OPEN SPACE TIMBER LAND CLASSIFICATION AND CONSOLIDATING TIMBER LAND CLASSIFICATION WITH DESIGNATED FOREST LAND CLASSIFICATION AND DECLARING LAND PREVIOUSLY CLASSIFIED AS TIMBER LAND TO BE DESIGNATED FOREST LAND

WHEREAS, During the 2014 legislative session Senate Bill 6180 was passed by the Washington State Legislature which allows a county legislative authority to merge its open space timber land classification with its designated forest land program; thereby terminating the open space timber land classification; and

WHEREAS, On June 12, 2014 the new law became effective; and

WHEREAS, Whatcom County finds that is in the public interest to merge the County’s open space timber land classification with its designated forest land program; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. All open space timber land classifications granted in Whatcom County prior to the effective date of this ordinance are hereby terminated.

Section 2. Whatcom County declares that on the effective date of this ordinance, all land previously classified as open space timber land pursuant to RCW 84.34 is now designated as forest land under Chapter RCW 84.33.

Section 3. Whatcom County declares that the date the property was classified as timber land is considered to be the date the property was designated as forest land.

Section 4. In accordance with state law (RCW 84.33.130) the Whatcom County Assessor shall notify each owner of open space timber land of the merger by certified mail.
September 4, 2014 - Draft

Section 5. 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 ________________________, 20__

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Dana Brown-Davis, Council Clerk

__________________________
Carl Weimer, Chairperson

APPROVED as to form:

__________________________
Royce Buckingham, Civil Deputy Prosecutor

( ) Approved  ( ) Denied

__________________________
Jack Louws, Executive

Date: ______________________
Frequently Asked Questions

Implementation of SB 6180: Consolidation of the Current Use Timber Land Classification and the Designated Forest Land Program

Q. What is the impact of the passage of SB 6180 for the Current Use Timber Land (CUTL) classification and the Designated Forest Land (DFL) program?

A. This bill allows counties the option of merging their CUTL classification under chapter 84.34 RCW into their DFL program under chapter 84.33 RCW. This bill also made the following changes to the DFL program:

- Reduced the minimum acreage requirement from 20 acres to five acres;
- Changed the approval due date for DFL applications from May 1 to July 1 of the year following application; and
- Authorized the assessor to require a timber management plan for DFL, less than 20 acres, if the assessor has reason to believe the land is no longer being used primarily for growing and harvesting timber.

Q. When does SB 6180 become effective?

A. SB 6180 has an effective date of June 12, 2014.

Q. Does the new five-acre minimum apply to the DFL program only if a county merges their CUTL classification into their DFL program?

A. No, the new minimum acreage for the DFL program applies to all DFL, regardless of whether a county chooses to merge their CUTL classification with their DFL program.

Q. If an owner has land less than 20 acres (not classified as CUTL) and applies for the DFL program, when is the earliest the owner could apply, and if approved, when would the designation be effective?

A. The new due date for approval of a DFL program application is July 1 of the year following application. If an owner submitted their completed DFL application on June 12, 2014, the county assessor must approve or deny that application prior to July 1, 2015. If the assessor does not approve or deny the application prior to July 1, 2015, then the application is automatically approved. If approved, the assessed value will be reduced beginning January 1, 2015 for taxes due in 2016. If denied, the applicant may appeal the denial to the county board of equalization. The date the application is denied determines the deadline for the applicant to appeal the denial to the county board of equalization. RCW 84.40.038

Q. If an owner of land 20 acres or more (not classified as CUTL) applied for the DFL program in 2013, by which date does the assessor have to approve or deny the application?

A. The assessor must have approved or denied the application prior to May 1, 2014, because SB 6180 was not effective until June 12, 2014.
Frequently Asked Questions

Implementation of SB 6180: Consolidation of the Current Use Timber Land Classification and the Designated Forest Land Program

Q. When an assessor is auditing the DFL program in his/her county to determine eligibility, can the assessor require a timber management plan from the owner?

A. Yes, but only if the DFL is less than 20 acres and the assessor has reason to believe that the DFL is no longer being used primarily for the growing and harvesting of timber. For all DFL, the assessor can also require a timber management plan when an application for classification or reclassification into the DFL program is submitted or when DFL is sold/transferred and the buyer signs a notice of continuance.

Q. If a county does not merge their CUTL classification into their DFL program, can owners of CUTL apply to reclassify their land into the DFL program?

A. Yes, owners of CUTL can apply to reclassify their land into the DFL program, but they are not required to do so.

Q. If a county has not merged their CUTL classification into their DFL program and a property owner has less than 20 acres of forest land, to which classification should they apply? If they are denied, to whom does the property owner appeal?

A. The property owner chooses which classification to apply:

- If the property owner applies for DFL, they apply to the assessor. If the assessor denies the application for classification, the property owner can appeal to the board of equalization.
- If the property owner applies for timber land, they apply to the county legislative authority. If the county legislative authority denies the application for classification, the property owner can appeal to Superior Court.

Q. If after June 12, 2014, one of these approved applicants removed their under 20-acre parcel, is compensating tax due?

A. If the land is removed under DFL (with no exception to tax), compensating tax is due. If the land is removed under CUTL (with no exception to tax), additional tax, interest, and penalty are due.

Questions Specific to Counties Considering Merging their CUTL Classification into their DFL Program

Q. What steps do the county legislative authority and the assessor need to take if the county wants to merge their CUTL classification into their DFL program?

A. If a county decides it wants to merge their CUTL classification into their DFL program, the county legislative authority must enact an ordinance that:

- Terminates the CUTL classification.
- Declares that CUTL is considered DFL.

Beginning on the adopted merger date, the county assessor must notify each owner of CUTL of the merger by certified mail.

Once the merger occurs, the CUTL classification for the county is terminated and any agreement, such as the Open Space Taxation Agreement, prepared by the granting authority when a CUTL application was approved will no longer be in effect. The county is also required to notify the Department of Revenue (Department) that it merged their CUTL classification into their DFL program.
Frequently Asked Questions
Implementation of SB 6180: Consolidation of the Current Use Timber Land Classification and the Designated Forest Land Program

Q. How should a county notify the Department of a completed merger?
A. The county can mail, email, or fax a copy of the ordinance to the Department at:
   Attn: Current Use Specialist
   Department of Revenue
   PO Box 47471
   Olympia, WA 98504-7471
   Fax: (360) 534-1380  Email: judyw@dor.wa.gov

Q. How will the public know if a county has merged their CUTL classification into their DFL program?
A. A member of the public can contact the county assessor’s office or they can go to the Department’s web site at http://dor.wa.gov/content/TaxesAndRates/PropertyTaxes/, then select, “Find counties with merged timber land and designated forest land classifications.” The Department will maintain the list of counties that have merged their CUTL classification into their DFL program.

Q. Will owners of CUTL be required to complete an application for the DFL program if the county merges their CUTL classification into their DFL program?
A. No, land classified as CUTL is automatically considered DFL on the merger date.

Q. If a county is planning to merge their CUTL classification into their DFL program, how are pending withdrawals handled if an owner submitted a two-year notice?
A. The DFL program does not include a two-year withdrawal provision because there is no penalty (only compensating tax) upon removal from the DFL program. If a two-year withdrawal notice for CUTL is pending, the county assessor should contact the owner, prior to the merger, to discuss the following options:
   • Immediate removal from the CUTL classification
   • Immediate removal from the DFL program following the merger
   • Removing the land from the DFL program once the two-year period has lapsed

   The amounts owing upon removal from the CUTL classification and the DFL program will vary. Because the calculations are different, the assessor should calculate the amounts owing for all three options described above, so the owner is aware of potential impacts.

Q. If a county merges their CUTL classification into their DFL program and a property owner requests removal from the DFL program shortly after the merger, would the owner owe compensating tax even though the land had not been in the DFL program for very long?
A. Unless the removal met an exception to compensating tax under RCW 84.33.140(13) or (14), compensating tax would be due. The date the land was classified as CUTL is considered the date the land was in DFL. Below is an example:
   • 15 acres of land is approved for the CUTL classification effective January 1, 2002.
   • The county in which the classified land is located merges their CUTL classification into their DFL program effective September 1, 2014.
   • The owner requests removal of their land and the assessor removes the DFL on June 30, 2015.
   • Nine years of compensating tax (plus taxes for the current year) would be due because the land is considered DFL as of January 1, 2002, and not September 1, 2014.
Frequently Asked Questions

Implementation of SB 6180: Consolidation of the Current Use Timber Land Classification and the Designated Forest Land Program

Q. If a county merges their CUTL classification into their DFL program, would the merger be considered a breach of contract of the Open Space Taxation Agreement and allow the owner to request removal from the CUTL classification without the assessor imposing additional tax, interest, and penalty?

A. No, RCW 84.34.070(2)(b), as amended by SB 6180, provides that designation of forest land as a result of the merger does not constitute a “removal” from the CUTL classification; therefore no additional tax, interest, and penalties are due. Moreover, WAC 458-30-355 states that the agreement to tax land according to its current use is not a contract and if changes made to chapter 84.34 RCW by the legislature caused land to be removed from classification, the owner would not be required to pay the additional tax, interest, and penalty. The merging of a county’s CUTL classification and DFL program is not considered a “removal” and the merger, by itself, would not cause the land to be removed so unless the removal meets an exception to additional tax, interest, and penalty under RCW 84.34.108(6), the assessor is required to impose the additional tax, interest, and penalty.

Q. If a county merges their CUTL classification into their DFL program, does the assessor still have to keep a dual roll?

A. No, the assessor will no longer be required to keep a dual roll.

Q. If a county merges their CUTL classification into their DFL program, will the assessed (taxable) value of the land change?

A. No, the assessed (taxable) value of the land should not change because CUTL and DFL are both assessed according to WAC 458-40-540.

Q. Does merging the CUTL classification and DFL program affect the tax base for excess levies?

A. Yes, the tax base for excess levies includes the taxable value of real and personal property (local and state assessed), plus timber assessed value (TAV), less boats and full senior citizen exempted value. Since the assessed value of DFL is used in the calculation of TAV, not the assessed value of CUTL, the merging of these two programs will result in an increased tax base for excess levies. An increased tax base results in a reduced levy rate applied to real and personal property assessed value.

Q. Is the distribution of timber excise tax affected by merging the CUTL classification and DFL program?

A. The distribution process of timber excise tax will remain the same. Timber excise tax is distributed to the taxing districts based on the types of levies they have and the percentage of the county’s DFL located within each taxing district.

Merging the CUTL classification and DFL program may change the percentage of DFL in each taxing district, thus the distribution percentage of timber excise tax may change per taxing district within the county.

For more Information
If you have questions or need additional information about this topic, contact the Department of Revenue, Property Tax Division at (360) 534-1400.
WHATCOM COUNTY COUNCIL AGENDA BILL

Clearances: Initial: Date: Date Received In Council Office: Agenda Date: Assigned To:
Originator: Andrew Hester: AH: 9-3-14: 9-16-14: Council - Introduction:
Division Head: Paula Cooper: EC: 9-3-14: 9-30-14: Council - Hearing:
Dept. Head: Frank Abart: 9/15/14: 10-14-14: Finance Comm.: Purchasing/Budget:
Purchasing/Budget: 9/8/14:

Executive: 9/8/14:

TITLE OF DOCUMENT: A Resolution Declaring the Whatcom County Flood Control Zone District Intention to Lease Property on River Road

ATTACHMENTS: 1. Cover Memo
2. Resolution
3. Map

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

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

In accordance with RCW 36.34, the Whatcom County Flood Control Zone District (FCZD) intends to lease the property located on River Road for agricultural use. The FCZD Board of Supervisors will act on a resolution to lease the land to the highest responsible bidder who can demonstrate their ability to comply with the conditions for use described in the resolution. If the resolution is approved, bids will be received at the River and Flood office located at 322 N. Commercial Street, Suite 120, until 2:00 pm on October 30, 2014.

COMMITTEE ACTION:

COUNCIL ACTION:
9/16/2014: Introduced 7-0, Council acting as FCZDBS, Proposed Public Hearing for 9/30/14
9/30/2014: Held in Council for additional information and referred to Finance Committee on 10/14

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, and The Honorable Members of the Whatcom County Council

Through: Frank M. Abart, Director

From: Andrew Hester, Public Works Real Estate Coordinator

Date: September 3, 2014

Re: Leasing of Whatcom County Flood Control Zone Property

Enclosed is a resolution declaring the intent of the Whatcom County Flood Control Zone District (FCZD) to lease property located on River Road for agricultural purposes, subject to a public hearing.

Requested Action
Public Works respectfully requests that the FCZD Board of Supervisors hold a public hearing and take action on the proposed resolution to lease the property for agricultural purposes, and authorize the Whatcom County Executive to execute a lease agreement with the highest responsible bidder that can demonstrate their ability to comply with the conditions contained in the resolution.

Background and Purpose
The FCZD acquired the property from the Washington State Department of Natural Resources in 2008. The property was leased at that time and the FCZD became the lessor of that lease. The lease is set to expire on November 30, 2014. Whatcom County Public Works is supportive of continuing to lease the property for agricultural purposes as long as it is subject to the limitations described in the attached resolution.

Resolution and Bid Process
Should the Board of Supervisors approve the proposed resolution to lease the property, bids will be received at the Public Works River & Flood Division office until 2:00 pm on October 30, 2014, at which time they will be opened. The highest responsible bidder who can demonstrate their ability to comply with the limitations on use will be awarded the lease.

Please contact me at extension 50571 or Paula Cooper at 50625 if you have any questions or concerns regarding the terms of this resolution.

Encl.
RESOLUTION NO. ________

DECLARING THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
INTENTION TO LEASE PROPERTY ON RIVER ROAD

WHEREAS, the Whatcom County Flood Control Zone District (FCZD) owns property located on
River Road, which was purchased from the Washington State Department of Natural Resources in
2008; and

WHEREAS, at the time the property was purchased, the property was leased and FCZD became
the lessor of that lease; and

WHEREAS, the lease expires on November 30, 2014; and

WHEREAS, Whatcom County Public Works is supportive of continuing to lease the property for
agricultural purposes; and

WHEREAS, in accordance with RCW 86.15.080, a FCZD may lease surplus lands in a manner
consistent with RCW 36.34; and

WHEREAS, it has been determined that the fair market rental value of the property should not be
less than $2,800 per year, plus applicable leasehold tax; and

NOW, THEREFORE, BE IT RESOLVED that it is the intention of the FCZD Board of
Supervisors to lease the following property described in Exhibit A for a minimum of $2,800 per
year, plus leasehold tax,

SUBJECT TO the conditions described in Exhibit B.

BE IT FURTHER RESOLVED that sealed bids for lease of this property shall be received at the
Whatcom County Courthouse located at 311 Grand Avenue, Suite 503, Bellingham, WA 98225,
no later than 2:00 pm on October 30th; said bids will be opened at that time.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the County Executive to
act on its behalf in executing a lease agreement with the highest responsible bidder that can
demonstrate his/her ability to comply with the conditions set forth in Exhibit B.
BE IT FINALLY RESOLVED that if no lease is fully executed within six months from the date of
the passage of this Resolution, the authorization to lease shall be withdrawn.

APPROVED this day of 2014

ATTEST:

WHATCOM COUNTY FLOOD CONTROL
ZONE DISTRICT BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

____________________________
Carl Weimer, Chair

Dana Brown-Davis
Clerk of the Council

APPROVED AS TO FORM:

____________________________
Daniel Gibson
Chief Civil Deputy Prosecutor
EXHIBIT A

Whatcom County Tax Parcel Number 400236 190361 0000

Government Lot 6 of Section 36, Township 40 North, Range 2 East, Willamette
Meridian, Whatcom County, Washington.
EXHIBIT B

LIMITATIONS ON USE:

1. No fill can be brought into the property. Minor land grading of the property to make it level and farmable is permissible.

2. No structures can be constructed on the property.

3. Only grasses or annual crops are allowed, with winter cover crop required if annual crop is used.

4. Grazing of animals on the property is not allowed.

5. Farmer must have a current farm plan following current NRCS standards and specifications (may be applied for when all the parties sign the lease).

6. Application of commercial fertilizer and manure are allowed only if they are included in the farm plan and application methods and timing are in accordance with that plan.

7. All activities, including application of manure, must be done in accordance with all applicable federal, state and local rules and regulations.

Lease Term: The maximum term of the lease is 5 years.

Bid Response: Bidders should submit the following information as part of their bid response:

1. Bid amount for annual rental of land. Do not include leasehold tax in your bid amount, as it will be calculated and applied separately upon the successful bid amount.

2. A statement of your understanding of the scope of the lease and the steps necessary to farm the land.

3. A brief outline of how you propose to manage the farmland if awarded the lease and a timetable for your farm plan.

4. Describe your ability to obtain insurance for your leasing for this project. Proof of insurance must be provided prior to final execution of the lease agreement. Insurance must include the following minimum coverages:
   a. General liability coverage $1,000,000 per occurrence
   b. Workers Compensation Coverage as required by the Industrial Insurance laws of the State of Washington.
**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>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>Roland</td>
<td>09/12/14</td>
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<td></td>
<td>Finance &amp; Council as the WCPCZDBS</td>
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<tr>
<td></td>
<td>Middleton</td>
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<td>10/14/14</td>
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<td>Division Head:</td>
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<td>9/15/14</td>
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<td>Dept. Head:</td>
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<td>10/1/14</td>
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<tr>
<td>Prosecutor:</td>
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<td>10/2/14</td>
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<tr>
<td>Purchasing/Budget:</td>
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<td>10/8/14</td>
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<tr>
<td>Executive:</td>
<td></td>
<td>10-06-14</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:**
Professional services contract for the Swift Creek repository siting and analysis.

**ATTACHMENTS:**
- Cover Memo
- Contract Information Sheet
- Contract
- Exhibit A (Scope of Work)
- Exhibit B (Compensation Structure)
- Exhibit C (Insurance Certification)

**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.)

Approval of the professional services contract with Wheeler Consulting Group to complete the Swift Creek repository siting process and site analysis.

**COMMITTEE ACTION:**

**COUNCIL 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.
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive

THROUGH: Frank M. Abart, Public Works Director

FROM: Rob Ney, Special Programs Manager
       Roland Middleton, Special Projects Manager

RE: Swift Creek Sediment Repository Siting and Analysis

DATE: September 15, 2014

Enclosed are two (2) originals of the professional services contract between Wheeler Consulting Group and Whatcom County (Whatcom County Flood Control District) for your review and signature.

- **Background and Purpose**

  The Swift Creek Sediment Management Action Plan (SCSMAP) was adopted by the Whatcom County Council on July 23, 2013 by resolution # 2013-026. Sediment storage was identified in the SCSMAP as a medium priority sediment management strategy within the strategy implementation framework developed by Wheeler Consulting Group. Though ranked as a medium priority, sediment storage, when coupled with high priority strategies identified in the SCSMAP, became one of the top three actions under the adopted SCSMAP. The proposed siting and analysis will provide Whatcom County and other involved State and Federal Agencies the required information to proceed with locating an appropriate repository site for Swift Creek sediment.

- **Funding Amount and Source**

  $160,000  Flood Control Zone District Funds  (Cost Center 714005)

Please contact Roland Middleton at extension 50211 if you have any questions regarding this agreement.

Attachments
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works Department – Special Programs Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Roland Middleton, Special Projects Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Wheeler Consulting Group</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? Yes ___ No ___</td>
<td></td>
</tr>
<tr>
<td>Yes <em>X</em> No ___</td>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #</td>
</tr>
<tr>
<td>Does contract require Council Approval? Yes <em>X</em> No ___</td>
<td></td>
</tr>
<tr>
<td>If No, include WCC (see Whatcom County Codes 3.06.010, 3.08.090 and 3.10.080)</td>
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<tr>
<td>Is this a grant agreement? Yes ___ No <em>X</em></td>
<td></td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s) ____________ CFDA # ____________</td>
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<tr>
<td>Is this contract grant funded? Yes ___ No <em>X</em></td>
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<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? Yes <em>X</em> No ___</td>
<td></td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s) RFP 14-48</td>
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<tr>
<td>Contract Cost Center: <strong>714005</strong></td>
<td></td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify? No ___ Yes <em>X</em></td>
<td></td>
</tr>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
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</tbody>
</table>

**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’s)
- Public Works - Local Agency/Federally Funded FHWA

| Contract Amount (sum of original contract amount and any prior amendments) | $ 160,000 |
| 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 $50,000.
- 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:**
Repository siting and analysis for Swift Creek sediment storage.

**Term of Contract:** October 1, 2014  Expiration Date: December 31, 2015

**Contract Routing Steps & Signoff:**
1. Prepared by: __Roland Middleton__
2. Attorney reviewed: __Daniel L. Gibson__
3. AS Finance reviewed: __bbennett L3__
4. IT reviewed if IT related: __N/A__
5. Attorney signoff: __Daniel L. Gibson__
6. Contractor signed: ____________
7. Submitted to Exec Office: ____________
8. Council approved (if necessary): ____________
9. Executive signed: ____________
10. Original to Council ____________

**Indicate date transmitted**
- Date __09/12/2014__
- Date __09/30/14__
- Date __09/15/2014__
- Date __10/02/14__
- Date __10-3-14__
- Date ____________
- Date ____________

Last Edited 061014

125
CONTRACT FOR SERVICES
Between Whatcom County Flood Control Zone District and Wheeler Consulting Group

Wheeler Consulting Group, hereinafter called Contractor, and the Whatcom County Flood Control Zone District, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 8
- Exhibit A (Scope of Work), pp. 9 to 14
- Exhibit B (Compensation), pp. 15 to 16
- Exhibit C (Certificate of Insurance)

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 October, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2015.

The general purpose or objective of this Agreement is to: complete a repository siting and analysis for Swift Creek sediment as more fully and definitively described in Exhibit A hereeto. 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 $160,000. 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, 34.1, 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 ___ day of ______________, 20___.

CONTRACTOR:

Wheeler Consulting Group, Inc.

[Signature]
Lettia Wheeler, President

STATE OF WASHINGTON
COUNTY OF ________________

On this ___ day of ______________, 20___, before me personally appeared ________________, to me known to be the ________________, (title) of Wheeler Consulting Group (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC
My commission expires ________________

Contract for Services Agreement
[Insert more specific appellation]

Page 1
WHATCOM COUNTY:
Recommended for Approval:

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 __________, 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:

Wheeler ConsultingGroup, Inc.

Letitia Wheeler

Address:
PO Box 1452
Bellingham, WA 98227

Mailing Address:
PO Box 1452
Bellingham, WA 98227

Contact Name: Letitia Wheeler

Contact Phone: 360-595-0999

Contact FAX: _________________________

Contact Email: letitia@wheelerconsulting.net

Contract for Services Agreement
[Insert more specific appellation]
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: Not Applicable

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 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) to 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 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 commercial general liability insurance with the following minimums:
- Property Damage - $500,000.00 per occurrence
- Bodily Injury - $1,000,000.00 per occurrence

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, non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

34.2 **Industrial Insurance Waiver:**
So long as 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 against the County, its officers, agents or employees. 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: Not Applicable

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:

Contract for Services Agreement
[Insert more specific appellation]
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

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, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 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  Swift Creek Sediment Management Action Plan (SCSMAP) Repository Siting and Analysis
Wheeler Consulting Group Team Scope of Work

1  Introduction

Sediment storage was identified in the Swift Creek Sediment Management Action Plan (SCSMAP) as a medium priority sediment management strategy within the strategy implementation framework developed by Wheeler Consulting Group. Though ranked as a medium priority, sediment storage, when coupled with high priority strategies identified in the SCSMAP, became one of the top three actions under the adopted SCSMAP.

It is understood that, based on desires of Whatcom County and its consulted state and federal agencies, the Washington State Department of Ecology (Ecology) and the US Environmental Protection Agency (EPA), the identified repository would:

- Contain 1,000,000 cubic yards of Swift Creek-source sediment with storage availability open for a 10-year period. A sufficiently large repository is desired to move existing Swift Creek stockpiles to the repository.
- Efficiently contain sediment while maintaining the public interest in sediment management cost.

The Wheeler Consulting Group team understands that potential repository locations have been examined in the past by both Whatcom County and EPA’s consultant Ecology and Environment (E&E). Whatcom County examined potential repository locations within a six mile radius of lower Swift Creek with emphasis on existing gravel mines. E&E examined potential repository design; the potential regulatory framework surrounding repository development; and costs associated with repository design, operation, and sediment transportation. While these analyses will be reviewed, the team understands that the body of existing Swift Creek data serves as a starting point for potential repository site review.

It is the understanding of the team that the primary tasks required to complete the Swift Creek Sediment Repository Site Study includes:

- Development of objectives and site ranking criteria
- Repository site inventory
- Desktop-based site analysis based on ranking criteria
- Field-based site analysis for final site alternatives
- Final site recommendation report
- Draft Supplement Swift Creek SCSMAP EIS preliminary scope development

In addition to these primary tasks, Wheeler Consulting Group will coordinate communications with Whatcom County and its consulting agencies to determine both data needs and data availability to complete siting and analysis tasks.
2 Scope of Work

The Wheeler Consulting Group team will evaluate the potential availability of a suitable site for repository development for Swift Creek sediment storage in six discreet steps. The six steps toward project completion are described below and will culminate in a site alternatives report to Whatcom County Public Works that will include a planning level review of sites that may meet the objectives of repository development and alternative avenues for reaching those objectives. The report will include recommendations for additional review or action that may be required by Whatcom County or other agencies to move toward repository development.

Task 1: Repository Objectives and Ranking Criteria

The first step toward examining potential repository sites will be to fully develop Swift Creek sediment storage objectives. These objectives will encompass the desired storage quantity outlined by Whatcom County and will build on the required storage area to determine site size based on a variety of possible storage scenarios. The objectives will also incorporate both appropriate SC-SCSMAP strategies that could result in repository limitations and regulatory frameworks that could potentially limit storage areas. After outlining general objectives, ranking criteria will be developed that will focus on natural and land use features of potential sites. Natural feature criteria, for example, may include locations of nearby surface water, critical areas or habitats, geologic hazards, and depth to groundwater. Land use features, for example, may include site restrictions based on zoning, size, existing use, site structures that would require removal, and access. Transportation distance to Swift Creek, as well as other site factors such as ownership and adjacent uses, such as parks and schools, will then be added to the ranking matrix. Task 1 will include:

- Objectives development
- Storage scenario and site parameter development
- Ranking criteria matrix development
- Objectives and ranking criteria review and critique

Task 2: Repository Siting

Repository siting will begin with the fully developed Swift Creek sediment storage objectives. Objectives will be applied across the varying landscapes and geographies to build a comprehensive list of potential sites on which to apply ranking criteria. An initial assumption is that the 12 potential sites would be included in the final site inventory.

- Initial steps will include integration of Whatcom County-generated gravel mine information. Wheeler Consulting Group will build a fully comprehensive list of potential gravel mine locations that could be purchased and converted to a repository or are within Whatcom County ownership and may be utilized for the repository. This task step will include interfacing with EPA staff to assess EPA’s recent efforts in examining potential area properties for the repository. Part of this analysis
Exhibit A  Swift Creek Sediment Management Action Plan (SCSMAP) Repository Siting and Analysis
Wheeler Consulting Group Team Scope of Work

will include fully examining existing and potential future Mineral Resource Lands (MRLs). Paul
Pittman of Element Solutions is currently updating the MRL inventory for Whatcom County. Paul
will provide the team with input on relevant MRLs within the Swift Creek area that may be
repository objectives and potential future MRLs that could be a joint venture between a mine owner
and Whatcom County for eventual location of a future repository.

The next step will be to examine potential hillside locations that may both fit the objective and be
deemed feasible from a preliminary engineering standpoint. Wheeler Consulting Group will work
with Matt Miller and Tim Peter of AESI to fully examine both the potential and feasibility for hillside
storage in initial site identification task.

Immediately adjacent to Swift Creek left bank near Swift Creek's confluence with the Sumas River is
a property owned by Mr. Ed Bosscher. In the initial site inventory phase, Wheeler Consulting Group
will work with Tim Peter and Bruce Blyton of AESI to fully examine the feasibility of creating a
repository on open land on the Swift Creek alluvial fan.

Finally, Wheeler Consulting Group will examine the potential for out-of-area repository locations.
This would include areas that meet all sediment storage objectives and include the potential for
repository development, as well as reduced sediment transportation and storage costs.

Task 3: Desktop-Based Site Analysis

Once the full inventory of sites is complete, Wheeler Consulting Group, with support as necessary from
the project team, will rate and rank potential repository sites following the criteria developed in Task 1.
This would be a desktop-based exercise that would assume that the 12 sites identified would be
screened to 6 sites to be investigated in Task 4 based on the ranking criteria and the extensive local
knowledge of the project team.

Team support in the areas of hydrogeology, geology, engineering, and land use will be required for this
task. Each site will be examined for geologic suitability for long term sediment storage, as well as
geotechnical stability of the site and surrounding area. Surface water and wetlands in the area will be
determined from local, state, and federal documentation, including Whatcom County Critical Areas
mapping. Groundwater elevations will be based on area groundwater wells, as well as the groundwater
data assessment available in the WRIA 1 data library. Land use restrictions, including ownership and
availability, existing use and zoning, surrounding uses, and access and easements will be reviewed.
Roadway types and conditions inventories will be prepared for each site from existing Whatcom County
and Washington State Department of Transportation information. Transportation costs will be
calculated for each site. Task 3 will include:

■ Repository siting data compilation and summary

■ Site rating and ranking (assumes analysis of 12 sites, with 6 sites carried forward for field-based
review in Task 4)

■ Compilation and summary of team input and justification for top selected sites.
Task 4: Field-Based Site Analysis

After reducing the feasible site inventory based objectives and ranking criteria, field investigation of the remaining sites in the inventory will commence. This step will include detailed natural and built environment aspects included in the ranking criteria and follow-up field review by team members. As the task commences, Wheeler Consulting Group will interface with Whatcom County and EPA staff to assess EPA’s availability to assist in final field-based site rankings. Task 4 includes:

- Assess EPA and Whatcom County staff availability for field investigation
- Field investigation and associated write-up of up to 6 sites.

Task 5: Swift Creek Sediment Repository Site Alternatives Report

The first deliverable for the project will be a report that details the process followed and conclusions reached in the repository identification process. Support for the report will include:

- Final site rating and ranking based on field analysis to determine top three possible sites
- Full descriptions of the principal features of the final three sites chosen for forwarding for final review.

The report will include incorporate summaries and data developed in Tasks 1 through 4, as well as supporting information developed as part of Task 5. The final report is expected to include:

- Full objectives development
- Ranking criteria development
- Initial repository site inventory
- Initial site ranking and technical basis for decisions
- Final site rankings based on detailed field investigations
- Full descriptions of a final three potential repository sites recommended for further analysis, including technical basis for final site recommendations and identified need for further study of environmental or land use issues that arose during site investigations.
- Preferred site recommendation
- Detailed descriptions of interactions with agencies other than Whatcom County
- Detailed descriptions of interactions with owners of inventoried sites.

Task 6: Draft Supplemental EIS Scope of Work

Wheeler Consulting Group will develop a scope of work for a Draft Supplemental SCSMAP EIS, a project action surrounding SCSMAP Strategy 4.2D for safe sediment storage in the form of development of a sediment repository. The scope of work will be based on the final site alternatives included in the Task 5
Exhibit A  Swift Creek Sediment Management Action Plan (SCSMAP) Repository Siting and Analysis
Wheeler Consulting Group Team Scope of Work

report, with emphasis on the preferred alternative, if a preferred site is forwarded in the report. The scope of work will include an inventory of technical analyses required to support DSEIS development, as well as detail on repository permitting that will be required after completion of the EIS process.

The Wheeler Consulting Group team approach in preparation of the EIS scope will be to present likely elements of the environment (WAC 197-11-444) and their associated technical analyses, a brief description of potential areas of impact associated with Strategy 4.2D, and other SCSMAP strategies in terms of potential points of conflict.

The scope of work will provide a description of SEPA requirements for scoping, DSEIS content, and DSEIS distribution.
As consideration for the services provided pursuant to Exhibit A, scope of work, the county agrees to compensate the contractor according to the hourly rates provided (below) in the attached project budget.

Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rates, lodging and per diem at a rate not to exceed the GSA rate for location services are provided. Expenses such as printing, postage and telephone charges shall be reimbursed at actual cost.

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Note: Billing rates and associated labor hours include project management and administration.

*Expenses assumed for title reports - Task 3 - 12 sites @ $3000/site
## EXHIBIT C

### CERTIFICATE OF LIABILITY INSURANCE

**OP ID:** JM  
**DATE (MM/DD/YYYY):** 09/29/2014

**PRODUCER**  
Wallace & Associates  
P.O. Box 405/200 Fairhaven  
Burlington, WA 98233  
Josh Top  
Phone: 360-755-0631  
Fax: 360-755-8389

**INSURED**  
Wheeler Consulting Group  
PO Box 1452  
Bellingham, WA 98227

**INSURER(S) AFFORDING COVERAGE**  
INSURER A: Liberty Northwest  
MAC #: 41939

### COVERAGE

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#### LIMITS

| EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) | $1,000,000 |
| MED EXP (Any one person) | $15,000 |
| PERSONAL & ADV INJURY | $1,000,000 |
| GENERAL AGGREGATE | $2,000,000 |
| PRODUCTS - COM/OP AGG | $2,000,000 |

#### AUTOMOBILE LIABILITY

| ANY AUTO | |
| ALL OWNED AUTOS | |
| SCHEDULED AUTOS | |
| HIRED AUTOS | |
| NON-OWNED AUTOS | |

#### UMBRELLA LIABILITY

| OCCUR | |
| CLAIMS-MADE | |

#### WORKERS COMPENSATION

| AND EMPLOYEES' LIABILITY | Y/N |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) | N/A |

#### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance.

### 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**

© 1988-2009 ACORD CORPORATION. All rights reserved.
A waiver of subrogation applies to the Commercial General Liability in favor of the Additional Insured.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<td>Prosecutor:</td>
<td></td>
<td>10/8/1/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>9/3/14</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>10-06-14</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Professional services contract for the Swift Creek North Fork Re-route feasibility analysis.

**ATTACHMENTS:**

- Cover Memo
- Contract Information Sheet
- Contract
- Exhibit A (Scope of Work)
- Exhibit B (Compensation Structure)
- Exhibit C (Insurance Certification)

**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.)

Approval of the professional services contract with Watershed Science & Engineering to complete the Swift Creek North Fork Re-route feasibility analysis.

**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: The Honorable Jack Louws, Whatcom County Executive

THROUGH: Frank M. Abart, Public Works Director

FROM: Rob Ney, Special Programs Manager
Roland Middleton, Special Projects Manager

RE: Swift Creek North Fork Re-route Feasibility Analysis

DATE: September 15, 2014

Enclosed are two (2) originals of the professional services contract between Watershed Science & Engineering and Whatcom County (Whatcom County Flood Control District) for your review and signature.

- Background and Purpose

The Swift Creek Sediment Management Action Plan (SCSMAP) was adopted by the Whatcom County Council on July 23, 2013 by resolution # 2013-026. The concept of re-routing the North Fork of Swift Creek was identified through the Environmental Impact Statement process as a priority strategy that if feasible, could reduce flows and sediment transport within the lower Swift Creek system. The proposed feasibility analysis will provide Whatcom County and other involved State and Federal Agencies the required information to decide on the course of action regarding the re-routing of the clean water of the North Fork of Swift Creek away from the landslide area of the main stem.

- Funding Amount and Source

$180,000 Flood Control Zone District Funds (Cost Center 714002)

Please contact Roland Middleton at extension 50211 if you have any questions regarding this agreement.

Attachments
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works Department – Special Programs Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Roland Middleton, Special Projects Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Watershed Science &amp; Engineering</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>If not, is this an Amendment or Renewal to an Existing Contract? Yes ___ No ___</td>
</tr>
<tr>
<td>Yes X</td>
<td>No ___</td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract # __________</td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval? Yes X</td>
<td>No ___</td>
</tr>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
</tr>
<tr>
<td>Is this a grant agreement? Yes ___ No X</td>
<td>If yes, grantor agency contract number(s) __________ CFDA # __________</td>
</tr>
<tr>
<td>Is this contract grant funded? Yes ___ No X</td>
<td>If yes, associated Whatcom County grant contract number(s) __________</td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process? Yes X</td>
<td>No ___</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s) __________</td>
<td>RFP 14-47</td>
</tr>
<tr>
<td>Contract</td>
<td>Cost Center: 714002</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify? No ___ Yes X</td>
<td>If no, include Attachment D Contractor Declaration form.</td>
</tr>
<tr>
<td>If yes, indicate exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>Professional services agreement for certified/licensed professional Contract work is for less than 120 days</td>
<td></td>
</tr>
<tr>
<td>□ Contract less than $100,000. □ Contract for Commercial off the shelf items (COTS)</td>
<td></td>
</tr>
<tr>
<td>□ Contract work is all performed outside U.S. □ Work related subcontract less than $25,000.</td>
<td></td>
</tr>
<tr>
<td>□ Interlocal Agreement (between Govt's) □ Public Works - Local Agency/Federally Funded FHWA</td>
<td></td>
</tr>
</tbody>
</table>

| Contract Amount: (sum of original contract amount and any prior amendments) | $ 180,000 |
| This Amendment Amount: | $ __________ |
| Total Amended Amount: | $ __________ |

| Summary of Scope: |
| Feasibility analysis for re-routing of the North Fork of Swift Creek away from the landslide area. |

| Term of Contract: October 1, 2014 | Expiration Date: December 31, 2015 |

| Contract Routing Steps & Signoff: sign or initial |
| 1. Prepared by: Roland Middleton |
| 2. Attorney reviewed: Daniel L. Gibson |
| 3. AS Finance reviewed: jbennett |
| 4. IT reviewed if IT related: |
| 5. Attorney signoff: Daniel L. Gibson |
| 6. Contractor signed: |
| 7. Submitted to Exec Office: |
| 8. Council approved (if necessary): |
| 9. Executive signed: |
| 10. Original to Council: |

| Indicate date transmitted |
| Date 9/12/14 |
| Date 9/29/14 |
| Date 9/17/14 |
| Date 9/30/14 |
| Date 9/30/14 |
| Date 10/3/14 |
| Date |
| Date |

Last Edited 061014
CONTRACT FOR SERVICES
Between Watershed Science & Engineering and Whatcom County Flood Control Zone District

Watershed Science & Engineering, hereinafter called Contractor, and the Whatcom County Flood Control Zone District, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 8,
- Exhibit A (Scope of Work), pp. 9 to 20,
- Exhibit B (Compensation), pp. 21 to 22,
- Exhibit C (Certificate of Insurance).

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 1 day of October, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2015.

The general purpose or objective of this Agreement is to: complete a repository siting and analysis for Swift Creek sediment 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 $180,000. 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 20 day of September, 2014.

CONTRACTOR:

Watershed Science & Engineering

Jeff Johnson, Principal

STATE OF WASHINGTON
COUNTY OF King ss.

On this 20 day of Sept., 2014 before me personally appeared Jeffrey Johnson to me known to be the Principal (title) of Watershed Science or Engineering and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

[Signature]
Department Director, on behalf of FCZD  Date

Approved as to form:

[Signature]  10/02/14
Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: ____________________________
Jack Louws, Whatcom County Executive, on behalf of the
WCFZD Board of Supervisors

STATE OF WASHINGTON)
COUNTY OF WHATCOM ) ss

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:

Watershed Science & Engineering, Inc.

Jeff P. Johnson

Address:
110 Prefontaine Pl. S., Suite 508
Seattle, WA 98104

Mailing Address:
110 Prefontaine Pl. S., Suite 508
Seattle, WA 98104

Contact Name: Jeff Johnson

Contact Phone: 206-521-3000

Contact FAX: ____________________________

Contact Email: Jeff P. Johnson <jeff@watershedse.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:** Not Applicable

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 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 commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence
Bodily injury- $1,000,000.00 per occurrence.

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, non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

The Contractor shall also carry professional liability insurance, with limits of $1,000,000 per occurrence. If the professional liability insurance is a claims made policy, and if the contractor discontinues coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage immediately for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:
Solely 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 against the County, its officers, agents or employees. 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: Not Applicable

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:

Roland Middleton, Special Projects Manager
Whatcom County Public Works
322 North Commercial Suite 210
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.

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, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 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
North Fork Swift Creek Re-Route Feasibility Analysis –

Background

Whatcom County Public Works, on behalf of the Flood Control Zone District (FCZD) prepared the Swift Creek Sediment Management Action Plan (SCSMAP) to address sedimentation and flooding on Swift Creek that threatens agricultural, residential, and public assets and has the potential to affect public health. Proposed actions to reduce flooding under Phase 1 of the SCSMAP include the construction of setback levees, debris deflection levees, and in-stream sediment basins. The Phase 1 recommendations did not include re-routing the North Fork, but this concept was subsequently identified through the Environmental Impact Statement process as a priority strategy that if feasible, could reduce flows and sediment transport within the lower Swift Creek system.

Re-routing the North Fork will be complicated. The revised route will cross a high pressure gas pipeline, County roads, and private properties. It will be expensive to construct and will require multiple permits. Considering these complexities, it is possible that re-routing the North Fork may be infeasible. In recognition of these challenges, Whatcom County will complete the proposed North Fork re-route feasibility investigation in two phases. Phase 1 will consist of fatal flaw analysis to determine if there are specific factors that will make the alternative infeasible. Examples of fatal flaws would be significant geologic obstructions, prohibitively expensive pipeline crossing modifications, or landowner unwillingness to grant easements. If Phase 1 finds no fatal flaws, the County will consider moving forward with Phase 2 – the detailed evaluation of re-route alternatives and the selection of a preferred solution.

Watershed Science & Engineering (WSE) has been retained to conduct the investigation. This document details the tasks that will be completed under Phase 1, and includes general descriptions of the tasks under Phase 2. Phase 2 tasks will need to be refined once a proposed re-route alignment has been selected at the conclusion of Phase 1.

Many factors must be considered to determine feasibility and to prepare a design for the re-route. To assist with this effort, WSE has retained the services of the following specialists. Their area of expertise is noted.
• Watershed Science & Engineering (WSE)
• Associated Earth Sciences Inc. (AESI)
• Element Solutions
• Wheeler Consulting Group
• Kulshan Services LLC
• LaBonde Land, Inc.

• Project management, hydrology, hydraulics, geomorphology, river engineering, conceptual design, alternatives analysis, public presentations
• Geotechnical engineering and hydrogeology
• Project history, geology, and civil design
• Environmental planning and permitting
• Landowner engagement
• Land acquisition and easement planning and support
Scope of Work

Phase 1 - Identification of Conceptual Alternative(s) and Fatal Flaw Analysis

1. Data Collection: WSE will attempt to collect the following data:
   - Existing LiDAR data and/or topographic maps
   - Current and historical aerial photographs
   - Geo-spatial land use boundary data such as -- property lines, easements, right-of-ways, sensitive/critical areas, pipelines and major utility locations
   - Geologic maps and/or relevant reports
   - Existing Swift Creek technical data and reports
   - Existing Swift Creek hydraulic models
   - Property owner contact information
   - William’s pipeline as-built profile/elevation information

Participants: WSE
Assumptions:
   - Adequate LiDAR data exists for the entire project area
   - The County will provide most data

 Deliverables:
   - Data will be provided to the County at the close of the project

2. Base Map: A GIS project base map will be created by combining current aerial photographs, topography, and geo-spatial land use data. The map will be utilized to identify potential re-route alignments.

Participants: WSE
Assumptions: None
Deliverables:
   - GIS base map files

3. Identification of Re-Route Alignments: WSE, with assistance from Element and County staff, will identify up to three North Fork Re-Route alignments. The alignments will be illustrated on the project base map and a figure will be created for use during the site visit.

Participants: WSE, Element, County
Assumptions: None
Deliverables:
   - GIS base map overlaid with preliminary re-route alignments

Exhibit A – Scope of Work
4. **Site Inspection and Project Meeting**: The WSE team members listed below will visit the project site with County staff to examine characteristics of the stream network and the preliminary re-route alignments. Following the site visit, County and WSE team members will meet to discuss/refine the re-route alignments and develop a plan to discuss the project with William’s pipeline representatives. The team will also discuss potential impacts/benefits to landowners and will develop a strategy for presenting the project to them.

*Participants:*

**Site Inspection:**
- Jeff Johnson, WSE
- Chris Frei or Mark Indrebo, WSE
- David Galbraith or Paul Pittman, Element
- Bruce Blyton or Charles Lindsay, AESI
- Roland Middleton, County

**Project Meeting (at County office):**
- Jeff Johnson, WSE
- Chris Frei or Mark Indrebo, WS
- David Galbraith and Paul Pittman, Element
- Bruce Blyton or Charles Lindsay, AESI
- David Roberts, Kulshan Services
- Letitia Wheeler, Wheeler Consulting
- Janet Bogus, LaBonde Land (will participate via conference call)
- Roland Middleton, County
- Rob Ney, County

*Assumptions:*
- County will obtain property access approvals -- if needed
- Duration of Site Inspection will be four hours
- Duration of Project Meeting will be two hours and be held at the County’s office

*Deliverables:*
- Meeting notes

5. **Field Topographic Surveys (Optional)**: If additional topographic detail is required in specific locations, WSE and County will discuss the requirements and determine how to collect the data, whether using a County or Element survey crew.

*Participants:* WSE and County with possible input from Element

*Assumptions:*
- Field surveys are not included in the project budget

*Deliverables (if survey is collected):*
- Field survey data files and notes

Exhibit A – Scope of Work
6. **Refinement of the Re-Route Alignments:** Based upon field observations and discussions during the project meeting, WSE will refine the re-route alignments on the project base map. This map will be used as a visual aid when discussing the project with the William’s Pipeline Company and landowners.

   *Participants:* WSE  
   *Assumptions:* None  
   *Deliverables:*  
   - Base map figure with refined re-route alignments

7. **Meeting with William’s Pipeline Company:** A meeting will be held with representatives of the William’s Pipeline Company to discuss and obtain feedback on the preliminary re-route alignments.

   *Participants:* WSE, AESI, and County  
   *Assumptions:*  
   - County will arrange and host meeting  
   - Bruce Blyton of AESI will participate via conference call if required  
   - Duration of Meeting will be two hours  
   *Deliverables:*  
   - Meeting notes

8. **Meeting(s) with Landowners:** A meeting will be schedule with the landowners to present and discuss the re-route project and preliminary alignments.

   *Participants:* WSE, David Roberts, LaBonde Land and County  
   *Assumptions:*  
   - A single two-hour landowner meeting will be held. If additional meetings with individual landowners are necessary, WSE, David Roberts, LaBonde Land and the County will together to develop an efficient plan/schedule and refine the project scope and budget accordingly.  
   - This (these) meetings will be held on the same day as the William’s Pipeline meeting.  
   *Deliverables:*  
   - Meeting notes

9. **Concept Design, Cost Estimates, Easements, and Regulatory Requirements:** If, following the William’s and landowner meetings, it is determined that a re-route remains feasible, the next step will be to develop the concepts to a level that preliminary costs can be estimated, easement and right-of-way requirements/costs can be estimated, and regulatory requirements can be identified. WSE team members will work together to develop the concepts.

   *Participants:*  
   - WSE -- Concept Refinement

Exhibit A – Scope of Work
• Element -- CAD sketches, limited engineering design, and cost estimates
• ASEI – Geotech input if required
• LaBonde Land -- easement and/or land purchase requirements and cost estimates
• Wheeler Consulting -- regulatory permit requirements/effort/cost/feasibility
• County Staff

Assumptions: None

Deliverables:
• Concept designs
• Preliminary cost estimates
• Easement and right-of-way delineations and preliminary acquisition costs
• Regulatory requirements

10. Final Decision Conference Call Meeting: Following a review of the information generated in Task 9, a decision will be made whether to continue to Phase 2 or to conclude that the project is in-feasible. A conference call will be held to discuss and select a preferred alternative.

Participants:
• Jeff Johnson, WSE
• Chris Frei or Mark Indrebo, WS
• David Galbraith and/or Paul Pittman, Element
• Bruce Blyton or Charles Lindsay, AESI
• David Roberts, Kulshan Services
• Janet Bogus, LaBonde Land
• Letitia Wheeler, Wheeler Consulting
• Roland Middleton, County
• Rob Ney, County

WSE and County Staff

Assumptions:
• Duration of conference call will be 1 ½ hours

Deliverables:
• Meeting notes

11. Memorandum/Justification Document: A technical memorandum will be prepared to summarize methods, results, and decisions.

Participants: WSE

Assumptions: Memorandum will be brief

Deliverables:
• Draft and final technical memorandum

Exhibit A – Scope of Work
12. **Phase 2 Scope Refinement:** If the project will continue to Phase 2, the WSE team will review and refine the Phase 2 scope and budget to tailor it to the findings of Phase 1.

13. **Project Management and Contracting:** WSE will manage the consultant team and will keep the County project manager informed of all important project tasks. WSE will submit monthly invoices that include brief progress reports. WSE will communicate with the County’s project manager as needed to keep him/her informed of progress and any issues that may arise. WSE will prepare sub-consultant agreements.

*Participants:* WSE primary responsibility, all subconsultants will have limited role

*Assumptions:* None

*Deliverables:*
- Monthly Invoices

Exhibit A – Scope of Work
Phase 2 – Preliminary Design and Evaluation of Preferred Alignment

1. **Field Data Collection:** Additional field data may be needed to design and evaluate the proposed alternative. An example would be additional topographic survey for sediment gradation data.
   
   *Participants:* WSE Team and County Staff
   
   *Assumptions:*
   * A list of data needs will be identified in Phase 1 Task 12
   * Level of effort to TBD
   
   *Deliverables:*
   * TBD

2. **Detailed Site Inspection of Proposed Route:** WSE team members and County Staff will examine the proposed route to identify site specific issues that will need to be addressed by the design.
   
   *Participants* (to be refined):
   * Jeff Johnson, WSE
   * Chris Frei or Mark Indrebo, WS
   * David Galbraith and/or Paul Pittman, Element
   * Bruce Blyton or Charles Lindsay, AESI
   * Roland Middleton, County
   
   *Assumptions:*
   * One-day site inspection
   
   *Deliverables:*
   * Site Photographs (to be included in Basis of Design Report - Task 12)

3. **Hydrology:** WSE will create and use a hydrologic model of the Swift Creek basin to develop long term hydrologic data sets at a daily time step for the North and South Forks of Swift Creek. These data will be developed using available data sets for Swift Creek or a nearby stream, hydrologic modeling, and/or regression analyses. Long term data sets are required to allow a detailed evaluation of hydraulic and sediment transport issues at the project site.
   
   *Participants:* WSE
   
   *Assumptions:*
   * Data required to create the hydrologic model are available or can be generated from neighboring watersheds
   
   *Deliverables:*
   * Hydrologic model and results

Exhibit A – Scope of Work
4. **Hydraulic Modeling**: HEC-RAS Hydraulic models will be created for Swift Creek and the proposed North Fork Re-Route to:
   - Develop hydraulic data required to refine the design of the North Fork Re-Route channel, pipeline crossing, County Road bridge waterways, and scour and erosion countermeasures
   - Examine flood inundation potential along the North Fork Re-Route alignment
   - Evaluate changes to sediment transport capacity within Swift Creek with the North Fork Re-Route (see task below)
   - Evaluate changes in flood inundation potential along Swift Creek with the North Fork Re-Route

   **Participants**: WSE

   **Assumptions**: 
   - Existing topographic and/or survey data are sufficient to create reasonably accurate channel cross sections

   **Deliverables**:
   - Hydraulic models and results

5. **Preliminary Design of Re-Route**: The size, shape, and gradient of the North Fork Re-Route will be refined and sufficient detail developed to create 30% plans – a level that is adequate to seek permits and develop a detailed preliminary construction cost estimate. At this level, all significant project elements will be included in the design. One meeting will be held at the County office to discuss the preliminary design and to identify refinements that may be needed.

   **Participants**: WSE, Element, AESI and County staff

   **Assumptions**: 
   - Bridge crossing designs will be concept level only, for additional data will be needed to prepare preliminary designs – for example geotechnical data to identify the type of foundations required

   **Deliverables**:
   - ACAD drawings of the design
   - Preliminary Cost Estimate

6. **Future Geomorphic Channel Evolution**: Removing the North Fork discharge will likely cause the main stem channel to gradually reduce in size. WSE will estimate how channel dimensions are likely to change in the future so that this can be considered in hydraulic and sediment transport capacity analyses.

   **Participants**: WSE with input from Element

   **Assumptions**: None

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Exhibit A – Scope of Work
Deliverables:

- Description of anticipated channel changes (to be included in Basis of Design Report (below))

7. Sediment Transport Capacity Estimates: The HEC-RAS hydraulic model will be used to estimate changes in sediment transport capacity within Swift Creek downstream of the confluence of the South and North Forks.

Participants: WSE

Assumptions:

- This analysis will consist of estimating sediment transport capacity at each HEC-RAS cross section. This effort will not involve the construction of a detailed HEC-RAS sediment transport model to predict reach wide scour and deposition trends over an annual flow duration histogram.

Deliverables:

- HEC-RAS sediment transport capacity input and output files

8. Environmental Issues and Permits: For the proposed re-route alignment, the WSE environmental lead (Wheeler Consulting) will help the design team minimize impacts to wetlands, fisheries, and other critical or sensitive areas. The environmental lead will also identify the permits required to obtain agency approvals necessary to construct the project.

Participants: Wheeler Consulting

Assumptions: None

Deliverables:

- List / Description of environmental regulatory permits

9. Property Acquisitions and Easements: The WSE right-of-way lead (LaBonde Land) will work with the project team and County to define right-of-way and easement requirements for the proposed re-route alignment. Once boundaries have been defined, LaBonde Land will estimate costs required to obtain right-of-way and easements.

Participants: LaBonde Land

Assumptions: None

Deliverables:

- Right-of-way and easement delineations and cost estimates


Participants and portion of report they will prepare:

Exhibit A – Scope of Work
- WSE – Report compilation, hydrology, hydraulics, sediment transport, geomorphology, decision summary
- Element – Engineering Design
- AESI – Geology and Geotech
- Wheeler – Environmental issue and permits, technical editing / review
- LaBonde Land – Right-of-way and Easements

Assumptions: None

Deliverables:
- Draft and final reports

11. Project Management: WSE will manage the consultant team and will keep the County project manager informed of all important project tasks. WSE will submit monthly invoices that include brief progress reports. WSE will communicate with the County’s project manager as needed to keep him/her informed of progress and any issues that may arise. WSE will prepare sub-consultant agreements.

Participants: WSE primary responsibility, all subconsultants will have limited role

Assumptions: None

Deliverables:
- Monthly Invoices

Exhibit A – Scope of Work
### Exhibit B – Compensation

**North Fork Swift Creek Re-Route Feasibility Analysis**

As consideration for the services provided pursuant to Exhibit A, the county agrees to compensate the consultant according to the hourly rates provided in the table below.

Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rates, lodging and per diem at a rate not to exceed the GSA rates for location services are provided.

Expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost.

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# Exhibit C

## Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 9/12/2014

**Producer:** Michael J Hall & Company
- **Address:** 19660 10th Ave NE, Poulsbo WA 98370

**Insured:** Watershed Science & Engineering
- **Address:** 110 Prefontaine PL S, Suite #508, Seattle WA 98104

**Certificate Number:** 556108672

**Revision Number:**

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### Description of Operations/Locations/Vehicles

Project: North Fork Swift Creek Re-Route Feasibility Project
- Certificate Holder(s) is/are Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

### Certificate Holder

Whatcom County Public Works
- **Address:** Attn: Roland Middleton
  322 N. Commercial St, Suite 210
  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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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
# Construction Contract Award – 2014 Swift Creek Bank Armoring and Sediment Removal

Project No. 714003; Bid No. 14-54

## ATTACHMENTS:

1. Bid Award Memo
2. Bid Tabulation
3. Low Bid Proposal

## 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.)

Award of a construction contract to Trimaxx Construction Inc. for the 2014 Swift Creek Bank Armoring and Sediment Removal in the amount of $443,900.63 including all taxes.

## COMMITTEE ACTION:

## BOARD OF SUPERVISORS 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: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Swift Creek Bank Armoring and Sediment Removal

DATE: October 1, 2014

Attached for your review and signature is a construction contract award package for the 2014 Swift Creek Bank Armoring and Sediment Removal. The package includes the Bid Award, Bid Tabulation, and Low Bid Proposal.

Requested Action
Public Works respectfully requests that the County Council, acting as the Flood Control Zone District Board of Supervisors (FCZD), authorize the County Executive to award the bid and execute a contract for the 2014 Swift Creek Bank Armoring and Sediment Removal to the low bidder, Trimaxx Construction Inc., in the amount of $443,900.63 including all taxes.

Eight (8) bid proposals for the project were received at the bid opening on Tuesday September 23, 2014.

Background and Purpose
Early this year Swift Creek eroded a portion of the existing stockpile berm; an emergency project was undertaken to restore the levee prism, but additional work is needed to keep it from happening again. This project includes excavation and stockpiling of sediments from Swift Creek channel and bank armoring with rock riprap to prevent release of asbestos-containing sediments onto private property.

Funding Amount and Source
This project is funded from the FCZD and the Sumas-Nooksack-Everson Subzone at a 70%-30% cost share, resulting in $310,370 from the FCZD and $133,530 from the Sumas-Nooksack-Everson Subzone. Adequate budget authority exists within the FCZD budget for the expenditures. A supplemental budget request is being submitted to increase the budget authority for the Sumas-Nooksack-Everson to cover their cost share.

Please contact Paula Cooper at x50625, if you have any questions or concerns regarding these items.
BID AWARD

PROJECT: 2014 SWIFT CREEK BANK ARMORING AND SEDIMENT REMOVAL
PROJECT NO. 714003
BID NO. 14-54

TO: TRIMAXX CONSTRUCTION INC.

In the amount of their bid proposal of $443,900.63 including all taxes.

In accordance with W.C.C. 3.08.030, I concur with this bid award recommendation:

Brad Bennett, Finance Manager

10/3/14
Date

Approved as Recommended:

__________________________________________
County Executive, acting for the Whatcom County Flood Control Zone District Board of Supervisors

Date of Council Action

Encl.

171
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<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Engineer's Estimate</th>
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<th>Stemmler Gravel</th>
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<td>11.</td>
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</table>

**BOLD DENOTES LOW BID PROPOSAL**

I hereby certify that the amounts tabulated herein are correct and accurately represent the amounts contained in the Engineer's estimate and the respective bid proposals opened at 2:30 P.M., September 23, 2014, for 2014 Swift Creek Bank Armoring and Sediment Removal, Project No. 714003.

*Paula J. Cooper, P.E.*
Whatcom County River and Flood Manager

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this day personally appeared before me, Paula J. Cooper, P.E., to me known to be the individual described in and who executed the within and foregoing instrument this 1ST day of October, 2014.

*J. Cummings*
NOTARY PUBLIC
Residing At: 
My Commission Expires: 06/31/2016

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<th>Strider Construction</th>
<th>Interwest Construction Inc.</th>
<th>Jansen Inc.</th>
<th>Tiger Construction</th>
<th>Carmen's Construction</th>
<th>Granite Construction</th>
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<td><strong>Unit Price</strong></td>
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BID PROPOSAL FORM

2014 SWIFT CREEK BANK ARMORING AND SEDIMENT REMOVAL

PROJECT NO. 714003

BID NO. 14-54

DATE: September 23, 2014

TO: Whatcom County Flood Control Zone District Board of Supervisors
    Whatcom County Courthouse
    311 Grand Avenue
    Bellingham, Washington 98225

Gentlepersons:

This certifies that the Undersigned has examined the location of the project site and the
conditions of work; and has carefully read and thoroughly understands the contract documents
entitled: "2014 Swift Creek Bank Armoring and Sediment Removal Project, Project No.
714003" Whatcom County, Washington, including the "Bid Procedures and Conditions,
"Specifications and Conditions," "Contract Forms," "Construction Plans," and "Appendices,
governing the work embraced in this project, and the method by which payment will be made for
said work. The Undersigned hereby proposes to undertake and complete the work embraced in
this project in accordance with said contract documents, and agrees to accept as payment for
said work, the schedule of lump sum, force account and unit prices as set forth in the "Bid"
below.

The Undersigned acknowledges that payment will be based on the actual work performed and
material used as measured or provided for in accordance with the said contract documents, and
that no additional compensation will be allowed for any taxes (except state sales tax) not
included in each lump sum or unit price, and that the basis for payment will be the actual work
performed and measured or provided for in accordance with the said contract documents.

The Undersigned certifies that it is not currently disqualified from bidding on any public works
contract under RCW 39.06.010 or RCW 39.12.065(3).
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<th>ITEM NO.</th>
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<th>ITEM DESCRIPTION</th>
<th>APPROX. QUANTITY</th>
<th>UNIT PRICE IN Figures</th>
<th>EXTENDED PRICE IN Figures</th>
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**SUBTOTAL BID AMOUNT (Bid Items 1-14)**

**STATE SALES TAX@8.5%**

**SUBTOTAL BID AMOUNT (Bid Items 1-14)**

\[\text{Total} = 460,175.63 \times 1.085 = 493,900.63\]
NON-COLLUSION DECLARATION

2014 SWIFT CREEK BANK ARMORING AND SEDIMENT REMOVAL

PROJECT NO. 714003

BID NO. 14-54

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT inspector General. All information will be treated confidentially and caller anonymity will be respected.
BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: Triniy Construction Incorporated

Address: 12903 Weyward Way

Seattle, WA 98187

Telephone: 360-661-6857

Contractor's WA Registration Number: Triniy 96362

Contractor's WA UBI Number: 602 256 528

Contractor's WA Employment Security Department Number: 254555 009

Contractor's WA Excise Tax Registration Number: 91-1565264

The Firm submitting this proposal is a:  

[ ] Sole Proprietorship 
[ ] Partnership 
[ ] Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Christopher Mason

President

Jon Nichols

Vice President

Todd Snyder

Secretary

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.
BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

Bid Proposal Deposit Options:

CASHIER'S CHECK □ DOLLARS ($__________________________) PAYABLE TO WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

CERTIFIED CHECK □ DOLLARS ($__________________________) PAYABLE TO WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

PROPOSAL BOND □ IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) ______, ______, & ______

SIGNATURE OF AUTHORIZED OFFICIAL(S)
(PROPOSAL MUST BE SIGNED)

__________________________ (Seal)

FIRM NAME: Trimaxx Construction

STATE OF WASHINGTON j
COUNTY OF Skagit ) ss.

On this 32nd day of September, 2014, before me personally appeared

__________________________

me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof

__________________________

NOTARY PUBLIC, in and for the State of Washington, residing at: Mount Vernon
My Commission Expires: 2-21-18

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Whatcom County Flood Control Zone District will be cause for considering the proposal irregular and for subsequent rejection of the bid.
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Trimaxx Construction, Inc.

of __________, as principal, and the __________,

and having its principal place of business at __________
in the State of Washington, as Surety, are held and firmly bound unto Whatcom County Flood Control Zone District a quasi-municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for "2014 Swift Creek Bank Armoring and Sediment Removal Project, Project No. 714003", bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this __________ day of __________, 2014.

Trimaxx Construction, Inc.

Principal
By ____________________________

The Ohio Casualty Insurance Company

Surety
By ____________________________

(Seal)

Attorney-In-Fact Julie M. Glover

The Attorney-in-fact who executes this bond on behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.
This Power of Attorney is not valid unless it is printed on red background. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (hereinafter collectively called the "Companies"), pursuant to, and by authority herein set forth, does hereby name, constitute and appoint, Andy D. Prill; Brandon K. Bush; Chad M. Epple; Darlana Jakielaski; Jim S. Kucz; Jim W. Doyle; Julie M. Glover; Michael A. Murphy; Nancy J. Osborne; S. M. Scott; Steve Wagner; Steven K. Bush; Theresa A. Lamb;

All of the city of Bothell, state of WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May 2014.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 2nd day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes thereby contained in signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the By-laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of September 2014.

By:

Gregory W. Davenport, Assistant Secretary
## WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
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<th>Initial</th>
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<td>10/14/14</td>
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<td>Dept. Head:</td>
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<td>Purchasing/Budget:</td>
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<td>Executive:</td>
<td>10/06/14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Resolution Requesting Council Approval for remodeling of County facilities

**ATTACHMENTS:** Resolution
Resolution 2013-058

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

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

**Should Clerk schedule a hearing?**
- 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.)

Resolution requesting Council approval for the remodeling of 509 Girard Street, 322 N. Commercial Street (Civic Building) and 1500 N. State Street Building and Property

**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 2014-______________________

REQUESTING COUNCIL APPROVAL FOR THE REMODELING OF 509 GIRARD STREET, 322 N. COMMERCIAL STREET (CIVIC BUILDING) AND 1500 N. STATE STREET BUILDING AND PROPERTY

WHEREAS, the Administration executed a purchase and sale agreement in the amount of $2.6 million to acquire the building and related property at 1500 N. State Street, with Council approval and subsequently acquired the building for the purchase price of approximately $1 million less than the formally appraised value for the building and associated property; and

WHEREAS, this acquisition includes a 20,552 square foot 2-story building located on a 13,750 square foot lot and a 42,460 square foot parking lot located within ½ block of building. Approximately 120 parking spaces can be accommodated between both properties; and

WHEREAS, the purchase price was $2.6 million, funded from the General Fund with some of the proceeds received as a result of the purchase of the Civic Center building through the Road Fund; and

WHEREAS, following renovation, this building will house all operations of PDS, and the development related staff from Public Works and the Health Department to establish a “one stop” permit center. This county facility will also continue to serve as the offices of the Medical Examiner and the Morgue; and

WHEREAS, the Northwest Annex facility has exceeded its useful life and requires extensive investment in repairs and renovations in order to maintain the facility as a healthy and safe working environment for staff and the public; and
WHEREAS, by investing in the buildings at 509 Girard Street, 322 N. Commercial Street and 1500 N. State Street, the County can avoid the extensive repair and renovation costs at the NW Annex property, while ensuring adequate future space for Health Department, Public Works, Planning and Development Services and the offices of the Medical Examiner and Morgue; and

WHEREAS, the renovation of these facilities will allow the County to cost effectively serve the long term needs of county government and our community;

NOW, THEREFORE BE IT RESOLVED, that the Whatcom County Council hereby authorizes the County Executive to proceed with the work, including design and engineering services, required to renovate the 509 Girard Street property, the 322 N. Commercial Street property and subsequently the property and building located at 1500 N. State Street in accordance with the funding allocations previously approved in Ordinance 2013-346 attached.

BE IT FURTHER RESOLVED, that the Whatcom County Council also approves the County Executive to proceed with and incorporate the environmental cleanup of the 1500 N. State Street sites into the work plans as expediently as possible as previously directed, with the understanding of the Council that additional budget authority beyond the initial proposal may be necessary.

APPROVED this ______ day of __________________, 2013

ATTEST:                                    WHATCOM COUNTY COUNCIL
                                          WHATCOM COUNTY, WASHINGTON

__________________________________________
Dana Brown-Davis,                        Carl Weimer,
Clerk of the Council                      Council Chair

APPROVED AS TO FORM:

__________________________________________
Civil Deputy Prosecutor
ORDINANCE NO. 2013-058
AMENDMENT NO. 13 OF THE 2013 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 2013 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>4,902,375</td>
<td>(4,902,375)</td>
<td>-</td>
</tr>
<tr>
<td>Non - Departmental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Road Fund</td>
<td>6,750,000</td>
<td>(2,124,829)</td>
<td>4,625,171</td>
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<tr>
<td>Jail Fund</td>
<td>2,700,000</td>
<td>-</td>
<td>2,700,000</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>1,250,000</td>
<td>-</td>
<td>1,250,000</td>
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<tr>
<td>Equipment Rental and Revolving Fund</td>
<td>2,777,204</td>
<td>(575,000)</td>
<td>2,202,204</td>
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<tr>
<td>Administrative Services Fund</td>
<td>595,000</td>
<td>(20,000)</td>
<td>575,000</td>
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<tr>
<td>Total Supplemental</td>
<td>18,974,579</td>
<td>(7,622,204)</td>
<td>11,352,375</td>
</tr>
</tbody>
</table>

ADOPTED this 1st day of November, 2013.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Approved ( ) Denied

Jack Louws, County Executive

Date: 11-14-13
Amendment no 3 to Ordinance No. 2013-003 Establishing a project Fund for the new jail Project 2013-2014.

ATTACHMENTS: Ordinance, Memo, budget supplemental budget #1908

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.)

Amendment no 3 to the new jail project budget requests additional budget authority for the design and financial analyst phase of the project for a new total project based budget of $7,539,280.

COMMITTEE ACTION:

COUNCIL ACTION:
9/30/2014: Introduced 7-0

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.
SPONSORED BY: 
PROPOSED BY: Jack Louws
INTRODUCTION DATE: 09.30.14

ORDINANCE NO. _________

AMENDMENT No. 3 to ORDINANCE NO 2013-003 ESTABLISHING
A PROJECT FUND FOR THE NEW JAIL PROJECT 2013 - 2014

WHEREAS, Whatcom County recognizes the need for a new jail facility and is preparing
for the required design and engineering services for the City of Ferndale's Special Use Permit
(CUP) process with the expertise of a nationally recognized justice design firm; and

WHEREAS, Whatcom County also recognizes the need for a fiscal analyst and
consulting services related to financing the new jail, and;

WHEREAS, budget authority will be requested from the County Council as the project
progresses, and

WHEREAS, Ordinance No. 2013-059 approved November 12, 2013, added expenditure
authority of $6,093,491 to fund the acquisition of the preferred jail site at the intersection of
LaBounty Road and Sunset Avenue in Ferndale,

WHEREAS, this project will be funded through sources including, but not limited to the
General Fund, Whatcom County Jail Fund, REET I and proceeds from the issuance of bonds.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, that
Ordinance No. 2013-003 establishing the project based budget for the new Jail Project 2013-
2014, as amended by Ordinance No. 2013-045 and Ordinance No. 2013-059, is hereby
amended by adding an additional amount of $900,887 of expenditure authority to the amended
project budget amount of $7,539,280.

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: ( ) Approved ( ) Denied

______________________________
Chief Civil Deputy Prosecutor

______________________________
Jack Louws, County Executive
MEMORANDUM

To: Whatcom County Council Members
From: Tawni Helms, Administrative Coordinator
Subject: New Jail Project Budget Amendment #3
Date: September 12, 2014

BACKGROUND
In 2013, Whatcom County established a New Jail Project Fund to be used and account for the costs and revenues for the planning, design, and construction of the new jail. Additional budget authority has been appropriated as the project has progressed.

It is critical the County proceeds expeditiously with this work, as outlined in Attachment A in order to complete the design services required in the Conditional Use Permit (CUP). This design work will directly lead to the final Architectural and Engineering work associated with the preparation of bidding and construction documents. Resulting from an RFQ response, a contract for the provision of financial analyst and consulting services is also being prepared for council review and authorization.

STRATEGIC PURPOSE
The services described will accomplish the completion of the CUP and prepare the county for developing a financial plan for the construction of the new jail. The final engineering phase will only be authorized following public approval of the new jail project during the 2015 primary or general election.

ACTION REQUESTED
A contract to retain DLR Group to provide the services described is prepared for council authorization at the September 30, council meeting. Administration is requesting additional budget authority in the amount of $900,887 to pay for these services.
Supplemental Budget Request

Status: Pending

Non-Departmental

Supp ID # 1908  Fund 345  Cost Center 345100  Originator: Tawni Helms

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

Name of Request: New Jail CUP and Financial Analyst

Date 9/22/14

Department Head Signature (Required on Hard Copy Submission)

<table>
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<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
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<tr>
<td></td>
<td>6630</td>
<td>Professional Services</td>
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<tr>
<td>Request Total</td>
<td></td>
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<td>$900,887</td>
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</table>

1a. Description of request:
A contract in the amount of $825,887. for professional services for design and engineering services associated with the new 521 bed jail project is prepared for council review and authorization. The contract allows for the retention of DLR Group for the provision of accomplishing the required design services for the City of Ferndale’s Conditional Use Permit (CUP) process.

Additionally, a Request for Qualifications to provide financial analyst and consulting services resulted in a response from the PFM Group. A contract for the provision of financial analyst and consulting services related to financing a new jail. Expected cost for these professional services are $75,000.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
The new jail project is progressing into the permitting phase and requires resources to provide the expertise and financial analysis to move forward. In addition to the design services related to the CUP the results of this work will be provided to stakeholders meetings and the public.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
The resulting work will directly lead to the final Architectural and Engineering work associated with the preparation of bidding and construction documents. This final engineering phase will only be authorized following public approval of the new jail project during the 2015 primary or general election.

4b. Measures:
The County will have completed the Conditional Use Permit process and a financial plan will be ready to go to the voters of Whatcom County.

5a. Other Departments/Agencies:
Sheriff's Office
Facilities Division

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

6. Funding Source:

Tuesday, September 16, 2014

Rpt: Rpt Suppl Regular
### Supplemental Budget Request

**Non-Departmental**

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<td>Tawni Helms</td>
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</table>

New Jail Fund cost center 345100
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<td>KNC</td>
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<td>10/14/14</td>
<td>Finance/ Council</td>
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<td>G. Storyka</td>
<td>M</td>
<td>10/1/14</td>
<td></td>
<td></td>
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<tr>
<td>F. Abart</td>
<td>F</td>
<td>10/1/14</td>
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<tr>
<td>D. Gibson</td>
<td>D</td>
<td>10/2/14</td>
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<tr>
<td>B. Bennett</td>
<td>bb</td>
<td>09/30/14</td>
<td></td>
<td></td>
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<tr>
<td>J. Louws</td>
<td>J</td>
<td>10-06-14</td>
<td></td>
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</table>

**TITLE OF DOCUMENT:**

Design Assistance for Cedar Hills / Euclid Stormwater Improvements

**ATTACHMENTS:**

1. Memo
2. Contract Information Sheet
3. Contract and related exhibits

**SEPA review required?**  ( X ) Yes  ( ) NO  **Should Clerk schedule a hearing?**  ( ) Yes  ( X ) NO

**SEPA review completed?**  ( ) 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 Lake Whatcom Comprehensive Stormwater Management Plan identified high priority Capital Improvement Projects (CIPs) to address water quality. One of these CIPs is CIP-10: Natural Drainage Retrofits, Cedar Hills/Euclid. This project’s objective is to install stormwater retrofits in the Cedar Hills/Euclid sub basin that will reduce stormwater runoff and provide water quality improvements to the flow that enters Euclid Creek.

The County seeks assistance from Wilson Engineering, LLC for the design of this project. Wilson Engineering, LLC’s design assistance will include analyzing and modeling the specific sub-basin, assisting with grant applications, preparing an analysis of constraints and potential retrofit alternatives, selecting an alternative, assisting with permitting, designing the selected system, preparing bid documents, and bidding assistance.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**  201311014  **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, County Executive
   Honorable Members of the Whatcom County Council

THROUGH: Frank M. Abart, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
       Kirk N. Christensen, P.E., Stormwater Manager

RE: Contract with Wilson Engineering for Design Assistance for Cedar Hills / Euclid Stormwater Improvements

DATE: September 24, 2014

Please find attached for your review and approval two (2) originals of a contract for services between Wilson Engineering, LLC, and Whatcom County for design assistance for the Cedar Hills / Euclid Stormwater Improvements project.

- **Background and Purpose**
  The Lake Whatcom Comprehensive Stormwater Management Plan identified high priority Capital Improvement Projects (CIPs) to address water quality. One of these CIPs is CIP-10: Natural Drainage Retrofits, Cedar Hills/Euclid. This project will design stormwater retrofit facilities to treat stormwater pollution from the existing development in the 62 acre Cedar Hills/Euclid sub-basin. These stormwater retrofits may include raingardens, bioswales, infiltration facilities, filter vaults, flow control, and the stabilization of erosion from existing stormwater conveyances. Retrofit treatment will primarily target phosphorus and bacteria removal. Wilson Engineering, LLC will assist with the selection and design of these stormwater retrofits.

  Wilson Engineering was chosen through a competitive selection process (RFQ-13-01).

- **Funding Amount and Source**
  This contract in the amount of $88,270 is funded by Public Works-Stormwater's 2014 base budget (cost center 123210) with reimbursement of approximately $50,000 from Washington State Department of Ecology 2013-15 Municipal Stormwater Capacity Grant G1400260 (WC Contract #201311014).

  Please contact Melissa Gehrmann at extension 50772 if you have any questions regarding this agreement.

Attachments
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

## Originating Department:
Public Works-Stormwater

## Contract or Grant Administrator:
Melissa Gehrmann, Senior Engineer

## Contractor's / Agency Name:
Wilson Engineering, LLC

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

Yes
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #

### Does contract require Council Approval? Yes No
If No, include WCC
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

### 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) 201311014

### Is this contract the result of a RFP or Bid process? Yes No
If yes, RFP and Bid number(s) RFQ 13-01
Cost Center: 123210

### 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 professionals
- Contract less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- Contract work is for less than 120 days
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Gov't's)
- Public Works - Local Agency/Federally Funded FHWA
- Public Work

### Contract Amount (sum of original contract amount and any prior amendments):
*$88,720.00**

### This Amendment Amount:
$

### Total Amended Amount:
$

### Summary of Scope:
Wilson Engineering will provide design assistance for the Cedar Hills / Euclid Stormwater Improvements project. This design assistance will include analyzing and modeling the specific sub-basin, assisting with grant applications, preparing an analysis of constraints and potential retrofit alternatives, selecting an alternative, assisting with permitting, designing the selected system, preparing bid documents, and bidding assistance.

### Term of Contract:
Expiration Date: November 30, 2015

#### Contract Routing:
1. Prepared by: R. McConnell Date: 09/24/14
2. Attorney signed: Daniel L. Gibson Date: 09/26/14
3. AS Finance reviewed: Bennett E/5 Date: 09/30/14
4. IT reviewed if IT related: Date: 10/1/14
5. Contractor signed: Date: 10/2/14
6. Submitted to Exec Office: Date: 10/3/14
7. Council approved (if necessary): Date: 
8. Executive signed: Date: 
9. Original to Council: Date: 

Last Edited: 06/17/14
CONTRACT FOR SERVICES  
Design Assistance for Cedar Hills / Euclid Stormwater Improvements

WILSON ENGINEERING, LLC, 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 11,
- Exhibit B (Compensation), pp. 12 to 13,
- Exhibit C (Certificate of Insurance).

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 15th day of October, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of November, 2015.

The general purpose or objective of this Agreement is to: provide design assistance for Cedar Hills / Euclid stormwater improvements, 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 EIGHTY-EIGHT THOUSAND, SEVEN HUNDRED TWENTY AND NO/100 DOLLARS ($88,720.00*). 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 day of October, 2014.

CONTRACTOR:

WILSON ENGINEERING, LLC

[Signature]
Andrew Law, P.E., Managing Member

STATE OF WASHINGTON

COUNTY OF Whatcom

On this day of October, 2014, before me personally appeared ANDREW LAW to me known to be the MANAGING MEMBER of WILSON ENGINEERING and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Remark: My commission expires 3-28-16

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

[State Seal]
WHATCOM COUNTY:
Recommended for Approval:

Frank M. Abart
Public Works Director

Approved as to form:

Daniel L. Gibson
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
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:

WILSON ENGINEERING, LLC
Contact Name: Andrew Law, P.E., Managing Member

Address:
805 Dupont Street, Suite 7
Bellingham, WA 98225

Contact Phone: 360.733.6100
Contact Email: alaw@wilsonengineering.com

Contract for Services: Design Assistance for Cedar Hill / Euclid Stormwater Improvements
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 20-29: 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 commercial general liability insurance with the following minimums:
- Property Damage - $500,000.00 per occurrence
- Bodily injury - $1,000,000.00 per occurrence

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, non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

The Contractor shall also carry Professional Liability coverage - $1,000,000 per occurrence.
If the professional liability insurance is a claims made policy, and if 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.

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:
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:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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.

Contract for Services: Design Assistance for Cedar Hill / Euclid Stormwater Improvements
d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

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.
Design Assistance for Cedar Hills / Euclid Stormwater Improvements

Background and Purpose
The Lake Whatcom Comprehensive Stormwater Management Plan identified high priority Capital Improvement Projects (CIPs) to address water quality. One of these CIPs is CIP-10: Natural Drainage Retrofits, Cedar Hills/Euclid. This project is intended to reduce the flow of stormwater runoff into Euclid Creek and to treat the water that does flow to Euclid Creek.

There are roughly three subareas in this vicinity that drain to Euclid Creek. Each has 1.1 to 1.5 acres of impervious surfaces. Stormwater from these areas will be managed with low impact (LID) methods (rain gardens or biofiltration swales). Runoff along Euclid Avenue will be addressed by improving the existing ditches to increase infiltration and filtration treatment and decrease to flow velocity. Treatment will primarily target phosphorus and bacteria removal. Infiltration will be the primary method of removing these pollutants. Biologically active filtration through soil will be the secondary method of removing these pollutants. Filter Treatment Vaults may be used where LID methods cannot be used.

This scope of work consists of analyzing and modeling the specific sub-basins, assisting with grant applications, preparing an analysis of constraints and potential treatment alternatives based on the 2012 SWMMWWW, selecting a treatment alternative, assisting with permitting, designing the selected treatment system, preparing bid documents, and bidding assistance.

Scope of Work
The work described above and in the following sections constitutes services to be provided by Wilson Engineering to the County. The Consultant’s work will be organized into four phases as outlined below.

PHASE 1-A. PROJECT MANAGEMENT AND COMMUNICATIONS
PHASE 1-B. SITE INVESTIGATION AND CONSTRAINTS EVALUATION
PHASE 1-C. EVALUATION OF DESIGN ALTERNATIVES
PHASE 1-D. DESIGN FOR STORMWATER RETROFIT FACILITIES

Subtasks are described for each phase. Similar subtasks are described together but listed separately in the fee estimate exhibit.

Schedule and Budget
The work will be completed in time to allow for (1) grant applications and (2) bidding in winter of 2016 and construction completion during the watershed work window of 2016. The majority of work will be completed by January 31, 2015. The attached Exhibit B (spreadsheet) gives the basis for the not-to-exceed estimate of $88,720 for these professional services. All work will be performed on a time and materials basis at the personnel and expense rates shown in Exhibit B-1.

Phase 1-A. Project Management and Communications

Subtask 1
Provide overall management of project including budget, scheduling, billing, and contracting.

Subtask 2
Meetings and communications with County staff, project team members, and agencies.
Subtask 3
Assist with Grant Applications. Prepare exhibits. Provide Project Analysis Form (report).

Subtask 4
Prepare informational materials, photos, and figures to explain retrofits and present at two public meetings. Receive input from neighbors and others. Provide up to five additional informal site visits and other communications for neighbor concerns.

PHASE 1-B. SITE INVESTIGATION AND CONSTRAINTS EVALUATION

Subtask 1
Perform field reconnaissance with special attention to physical area constraints, upstream conveyance systems, and potential drainage problems adjacent to sites.

Subtask 2
Coordinate with County surveyors to have County staff perform Boundary and Topographic surveys as necessary to prepare base maps for design. Prepare base maps. Topographic map drawing of existing conditions to be sealed by the County.

Subtask 3
Provide Boundary Research along the road frontage of the affected parcels. Incorporate records and County Boundary Survey field data into base map.

PHASE 1-C. EVALUATION OF DESIGN ALTERNATIVES

Subtask 1
Meet with County staff to discuss overall goals and design concepts and discuss specific alternative treatment approaches considering: phosphorus and bacteria reduction effectiveness, longevity, controlled infiltration possibilities, potential vicinity drainage issues, and aesthetics.

Subtask 2
Perform preliminary hydrologic analysis of the contributing drainage areas and preliminary hydraulic analyses of potential design options using the Western Washington Hydrology Model.

Subtask 3
Prepare evaluation memo, including conceptual design, of up to three retrofit alternative approaches and prepare a memorandum discussing the pro and cons each option, including rough costs. Present the findings and discuss with County staff. Assist County staff with option choice.

Subtask 4
Prepare preliminary plans for selected alternative showing plan view, basic hydraulic grade line, and conceptual detail.

Subtask 5
Prepare preliminary construction cost estimate.

Subtask 6
Prepare Predesign report for DOE Submittal.

PHASE 1-D. DESIGN FOR STORMWATER RETROFIT FACILITIES

Subtask 1
Meet with County staff to discuss design approach, design criteria, and specific design elements for the selected alternative.

Subtask 2
Prepare draft and final stormwater design report documenting hydrologic and hydraulic calculations, documenting water quality treatment design, LID practices implemented, flow control and infiltration, and
construction stormwater pollution prevention.

**Subtask 3**
Prepare one set of 60% engineering plans. Plan set will include Cover sheet, index, legend, notes, vicinity maps, existing site conditions, SWPPP sheets, plan and profile sheet, and detail sheets.

**Subtask 4**
Prepare one set of 90% engineering plans. Plan set will include Cover sheet, index, legend, notes, vicinity maps, existing site conditions, SWPPP sheets, plan and profile sheet, and detail sheets.

**Subtask 5**
Prepare one set of 90% engineering plans with changes based on public comments. Plan set will include Cover sheet, index, legend, notes, vicinity maps, existing site conditions, SWPPP sheets, plan and profile sheet, and detail sheets.

**Subtask 6**
Provide support for Encroachment Permits, Stormwater permit, Critical Areas Permits, and Land Disturbance Permits

**Subtask 7**
Prepare one set of Final engineering plans. Plan set will include Cover sheet, index, legend, notes, vicinity maps, existing site conditions, SWPPP sheets, plan and profile sheet, and detail sheets.

**Subtask 8**
Prepare one 90% set of specifications and contract documents based on the WSDOT 2016 standard specifications. Documents will include bid forms, contract forms, general specifications, and Division 1 through Division 9 special provisions. A construction cost estimate will be prepared.

**Subtask 9**
Prepare one final bid set of specifications and contract documents. Documents will include will include bid forms, contract forms, general specifications, and Division 1 through Division 9 special provisions. A final construction cost estimate will be prepared.

**Subtask 10**
Assist County staff with bidding by answering questions during bidding and providing addenda.

**DELIVERABLES FOR SCOPE OF WORK:**

1. Public Meetings (2)
2. Neighborhood site visits (2)
3. Grant application figures and project analysis form
4. Memo on design options including conceptual design
5. Base Map (from County provided survey)
6. Predesign Report for DOE
7. Preliminary plans
8. Preliminary cost estimate
9. Permit Applications information and exhibits
10. Stormwater Report (draft and final submittals)
11. 60% Plans, Specifications and Cost Estimates
12. 90% Plans, Specifications and Cost Estimates
13. 90% Plans, Specifications and Cost Estimates revised
15. Addenda
## EXHIBIT "B"
(COMpensation)

Wilson Engineering, LLC  
Proposal for Stormwater Treatment - Cedar Hills / Euclid  
Proposal Date 9-18-2014

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Contract for Services: Design Assistance for Cedar Hill / Euclid Stormwater Improvements
EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided below. Compensation for engineering, planning, and surveying professional services shall be for time and expenses not to exceed $88,720, as outlined below and in Exhibits A and B, based on work performed in satisfactory fulfillment of all items listed and receipt of deliverables.

Work continuing after the completion date of this contract shall be at the Contractor's expense unless otherwise agreed to in writing. In no event shall total compensation paid to Contractor by the County under this contract exceed $88,720 for engineering, planning, surveying and design professional services unless the contract is modified in this regard and such amendment executed in writing by the parties hereto.

Where professional services are provided on an hourly basis, the following rates shall apply to cover salaries, taxes, insurance, administration, general overhead, and profit:

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Sub-consultants - reimbursed at cost plus 5%
Direct expenses (reimbursed at cost plus 5%) include but are not limited to the following:
   Reproduction of drawings and construction documents
   Postage and shipping
   Specialized Equipment Rental, at rental rate
Expense reimbursement requests must be accompanied by copies of paid invoices.

(Submission of the above personnel rates should not be construed as a proposal to perform a set scope of work for a particular monetary sum unless accompanied by a detailed estimate of personnel time by discipline which would be required to perform said work.)
EXHIBIT "C"  
(INSURANCE)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/24/2014

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
Michael J Hall & Company
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J Hall & Company
PHONE: 360-598-3700
FAX: 360-598-3703
E-MAIL
ADDRESS certificates@hallandcompany.com
INSURER(S) AFFORDING COVERAGE
INSCR. NAIC #
1506 Hanover Insurance Company 22292

INSURED
Wilson Engineering LLC
805 Dupont Street, Suite 7
Bellingham WA 98225

INSURER A

REVISION NUMBER:

COVERAGE

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

Project: Design Assistance for Cedar Hills / Euclid Stormwater Improvements

CERTIFICATE HOLDER

Whatcom County Public Works-Stormwater
ATTN: Remy McConnell, CAP-OM
Civic Center Annex, 322 N. Commercial St, Ste 301
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

Matthew L. Copus

© 1988-2010 ACORD CORPORATION. All rights reserved.
EXHIBIT "C"  (INSURANCE)  

CERTIFICATE OF LIABILITY INSURANCE  

DATE (MM/DD/YYYY)  9/24/2014  

ACORD®  

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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  
FAX (360) 734-1173  
E-MAIL rita@riceinsurance.com  

INSURER(S) AFFORDING COVERAGE  
Liberty Mutual  

INSURED  
Wilson Engineering LLC  
805 Dupont Street Suite #7  
Bellingham WA 98225  

INSURER B The Northern Assurance Co of A  
INSURER C  
INSURER D  
INSURER E  
INSURER F  

COVERAGES  
COST NUMBER: CL1432822868  
REVISION 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 BE ISSUABLE, 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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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional insured form CG9416 12/03 attached. Project: Design Assistance for Cedar Hills / Euclid Stormwater Improvements  

CERTIFICATE HOLDER  
rmoconne@co.whatcom.wa.us  
Whatcom County Public Works-Stormwater  
Civic Center Annex  
Remy McConnell  
322 N Commercial Street  
Suite 301  
Bellingham, WA 98225  

CANCELATION  
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/RMF  

ACORD 25 (2010/05)  
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INS025 001006.01  
The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY
MASTER PAK PLUS®
FOR CONSTRUCTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors) (Includes a Primary/Non-Contributory provision)

**Who Is An Insured - Section II** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The insurance provided the additional insured is limited as follows:

**A.** The person or organization is only an additional insured with respect to liability:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or

2. Caused in whole or in part by your ongoing operations performed for that insured.

The insurance provided the additional insured in **1.A.2.** above does not apply to:

**a.** **Coverage A - Bodily Injury and Property Damage Liability, Coverage B - Personal and Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

**b.** "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**B.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of Insurance as stated in the Declarations of this policy and defined in **Section III - Limits Of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**C.** The insurance provided the additional insured does not apply to the liability resulting from the sole negligence of the additional insured.
EXHIBIT "C"
(INSURANCE)

D. As respects the coverage provided to the additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to **Condition 2. Duties In The Event Of Occurrence, Offense, Claim, or Suit**:

   An additional insured under this endorsement will as soon as practicable:

   a. Give written notice of an “occurrence” or an offense, that may result in a claim or “suit” under this insurance to us;

   b. Tender the defense and indemnity of any claim or “suit” to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us**:

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or “suit” from the additional insured.

3. The following is added to Paragraph a., **Primary Insurance** of **Condition 4. Other Insurance**:

   If the additional insured’s policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured’s policy for damages we cover.

4. The following is added to Paragraph b., **Excess Insurance** of **Condition 4. Other Insurance**:

   Except as provided in Paragraph 4.a. Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an “occurrence” by virtue of also being an additional insured on other policies, this insurance is excess over those other policies.

2. **FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT**

   If **Damage To Premises Rented To You** under **Coverage A** is not otherwise excluded from this policy, the following applies:

   A. The last paragraph of **2. Exclusions** of **Section I - Coverage A** is replaced by the following:

   If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c. through n.** do not apply to damage by fire, lightning, “explosion” or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
B. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to 5. above, the higher of $300,000 or the Damage To Premises Rented To You Limit shown in the Summary of Limits and Charges section of this policy is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph b.(1)(b) of Condition 4. Other Insurance (Section IV – Conditions) is replaced by the following:

(1) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph 9.a. of the definition of "insured contract" in Section V- Definitions is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to Section V - Definitions:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

1. Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
2. Rupture or bursting of water pipes;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
4. Rupture or bursting caused by centrifugal force.

3. NON-OWNED WATERCRAFT

Subparagraph g.(2) of Paragraph 2., Exclusions of Section I - Coverage A is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and
(b) Not being used to carry persons or property for a charge;

4. SUPPLEMENTARY PAYMENTS

In the Supplementary Payments - Coverages A and B provision:

The limit for the cost of bail bonds in Paragraph 1.b. is changed from $250 to $1000.

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ISO Properties, Inc., 2003
5. PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION

Paragraphs 14.b., d. and e. of Section V - Definitions are replaced by the following:

b. Malicious prosecution or abuse of process;

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph 14. "Personal and Advertising Injury" of Section V - Definitions:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) An insured; or
(b) Any "executive officer" director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs b. and c. of 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your projects away from premises owned by or rented to you.
8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is $500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections B., C., D., and E. below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
   (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
   (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. Limits Of Insurance - The most we will pay for "property damage" under this Section 9 is $25,000 for each "occurrence". The most we will pay for the sum of all damages covered under this Section 9, because of "property damage" is an annual aggregate limit of $25,000.

The Limits Of Insurance provided under this Section 9, are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds $250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than $250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.
10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Paragraph 4. of Section II - Who Is An Insured is deleted and replaced by the following:

   4. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

   a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.

   b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before the entity was acquired or incorporated or organized by you.

   c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before the entity was acquired or incorporated or organized by you.

   d. Records and descriptions of operations must be maintained by the first Named Insured.

B. This Section 10. does not apply to newly formed or acquired organizations if coverage is excluded either by provisions of the Coverage Part or by other endorsement(s) attached to it.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

A. The requirements in Section IV - Conditions, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

B. The requirements in Section IV - Conditions Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".
12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the Section V - Definitions is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

14. MEDICAL PAYMENTS

If Coverage C Medical Payments is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

A. $10,000; or
B. The amount shown in the Declarations.

15. BROAD NAMED INSURED

Paragraph 2.a.(1)(d) of Section II - Who Is An Insured is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services to your employees.

16. BROADENED MOBILE EQUIPMENT

Paragraph 12.f.(1) of Section V - Definitions is replaced by the following:

(1) Equipment designed primarily for:

(a) Snow removal;
(b) Road maintenance, but not construction or resurfacing; or
(c) Street cleaning provided that vehicles have a Gross Vehicle Weight of 1,000 pounds or greater;

17. INCIDENTAL MALPRACTICE LIABILITY

Paragraph 3. of Section V - Definitions is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, disease or "incidental medical malpractice" sustained by a person, including mental anguish or death resulting from any of these at any time.

The following is added to Section V - Definitions:

23. "Incidental medical malpractice" means injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services to your employees, provided you are not engaged in the business or occupation of providing any services referred to in this definition.
18. NON-OWNED AIRCRAFT

The following is added to Subparagraph g. of 2., Exclusions of Section I - Coverage A Bodily Injury And Property Damage Liability:

(6) An aircraft with a paid crew, that is hired, chartered or loaned but is not owned by any insured.

19. PROPERTY DAMAGE - ELEVATORS

The following is added to Subparagraph j. of 2., Exclusions of Section I - Coverage A Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to damages that result from the use of elevators.

All other terms and conditions of your policy remain unchanged.
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<th>Limit</th>
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<th>Limit 3</th>
<th>Deductible Amount</th>
<th>Deductible Type</th>
<th>Premium</th>
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</table>

OFADTLGV

Copyright 2001, AMS Services, Inc.
Parks requests approval of the attached contract with Pacific Survey & Engineering, Inc. for professional design services for road and electrical upgrades at Silver Lake Park.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Michael McFarlane
RE: Award of Professional Services Contract for Silver Lake Park
DATE: 9/30/2014

Enclosed are two (2) originals of professional services contract for Silver Lake Park between Whatcom County and Pacific Survey & Engineering, Inc. for your review and signature.

- **Background and Purpose**
  Parks requests approval of the attached contract with Pacific Survey & Engineering for professional design services required for road & electrical improvements at Silver Lake Park.

  This contract will complete the field surveying, schematic design, permitting and final design for an initial phase of construction to begin in 2015. Improvements will include upgrades to the road system, electrical and water distribution systems.

- **Funding Amount and Source**
  This project will be funded by REET II funds. ASR 2013-5045 ($145,000) approved by County Council on November 20, 2012 (Ordinance No. 2012-048).

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

Please contact Rod Lamb at extension 31727, if you have any questions or concerns regarding the terms of this agreement,

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Parks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Rod Lamb</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Pacific Survey &amp; Engineering, Inc.</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] If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 

**Does contract require Council Approval?**
- Yes [X] No [ ]

If No, include WCC: 

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**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, Whatcom County grant contract number(s): 

**Is this the result of a RFP or Bid process?**
- Yes [X] No [ ]

If yes, RFP and Bid number(s): 14-46

**Contract Cost Center:**

**Is this agreement excluded from E-Verify?**
- No [X] Yes [ ]

If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
- [X] Professional services agreement for certified/licensed professional.
- [ ] Contract work is for less than $100,000.
- [ ] Contract work is for less than 120 days.
- [ ] Interlocal Agreement (between Governments).
- [ ] Contract for Commercial off the shelf items (COTS).
- [ ] Work related subcontract less than $25,000.
- [ ] Public Works - Local Agency/Federally Funded FHWA.
- [ ] Contracts that require Council Approval (incl. agenda bill & memo)
  - Professional Services Agreement above $20,000.
  - Bid is more than $50,000.
  - Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

**Summary of Scope:** Prepare topographic survey of Silver Lake Park, for proposed road and electrical improvements. Contract will include schematic design level drawings for road and electrical improvements to Maple Creek and Cedar Campgrounds, roadway improvements and upgrades to park utilities. The contractor will prepare a phasing plan for future budget years as well as final design & engineering for an initial phase to be completed in 2015.

**Term of Contract:** 11 months

**Expiration Date:** September 30, 2015

**Contract Routing:**
1. Prepared by: R. Lamb Date: 9/30/2014
2. Attorney signoff: Date: 10/11/14
3. AS Finance reviewed: Date: 10/2/14
4. IT reviewed (if IT related): Date: 
5. Contractor signed: Date: 10-1-14
6. Submitted to Exec.: Date: 10-3-14
7. Council approved (if necessary): Date: 
8. Executive signed: Date: 
9. Original to Council: Date: 

**Last Edited 060414**
CONTRACT FOR SERVICES AGREEMENT
Professional Design Services for Silver Lake Park

Pacific Survey & Engineering, 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. 4, to 8
Exhibit A (Scope of Work), p. 9
Exhibit B (Compensation), p. 10
Exhibit C (Certificate of Insurance).

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 15th day of October, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of September, 2015.

The general purpose or objective of this Agreement is to provide civil engineering design services for Silver Lake Park, 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 $119,414.00. 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 ___ day of ______________, 20 ___.

CONTRACTOR:

Pacific Survey & Engineering, Inc.

Jeff Vander Yacht, P.E., Principal

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 1st day of October, 2014 before me personally appeared JEFF VAN DER YACHT to me known to be the ______________________ (title) of Pacific Survey and Engineering and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:
Recommended for Approval:

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 __________, 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:

Pacific Survey & Engineering, Inc.
(Type in Name of Contractor/Firm)

Jeff Vander Yacht, P.E., Principal
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
1812 Cornwall Avenue
Bellingham, WA 98225

Mailing Address:
Same As Above

Contact Name: Jeff Vander Yacht, P.E.________________________________

Contact Phone: 360.671.7387

Contact FAX: 360.671.4685

Contact Email: JVanderYacht@psesurvey.com

Professional Services Contract for Silver Lake Road & Electrical Improvements
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: Not Applicable

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

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: Not Applicable

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

Professional Services Contract for Silver Lake Road & Electrical Improvements
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:** Not Applicable

33.1 **Right to Review:** Not Applicable

34.1 **Required Proof of Insurance:**
  
  a. Commercial General Liability, occurrence based, each occurrence - $1,000,000
  b. Automobile Liability, occurrence based, each occurrence - $1,000,000
  c. Professional Liability - $1,000,000

Commercial General Liability and Automobile Liability policies shall provide coverage on an occurrence basis.

Under the professional liability insurance as a claims made policy, the policy and all renewals must have a retroactive date of, or prior to, the effective date of this Agreement. A supplemental Extended Reporting Period (SERP) shall be purchased, at Contractor's sole expense, with an extended reporting period of not less than three (3) years. The Contractor's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years. The Contractor must provide proof of the purchase of a tail coverage policy for a minimum of three years from the completion date of this contract or any amendment to this contract.

The Commercial General Liability and Automobile Liability shall name the County, its departments, elected and appointed officials, employees, agents and volunteers as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor. Under every policy, the Contractor's insurance shall be primary and the County's insurance non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements, endorsements will be necessary. Contractor shall waive all rights of Subrogation.

A certificate of insurance that provides proof of these requirements shall include endorsements verifying the coverage required in this contract, and shall be provided by the Contractor to Whatcom County Parks prior to execution of this contract. Contractor must immediately notify the County of any cancellation, renewal or change in insurance policy or provider.

34.2 **Participation by County – No Waiver:** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.
34.3 **Survival of Contractor’s Indemnity Obligations.** The Contractor agrees all Contractor’s indemnity obligations shall survive the completion, expiration or termination of this Agreement.

34.4 **Industrial Insurance Waiver:** Not Applicable

35.5 **Defense & Indemnity Agreement:**
To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor’s subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor’s or its subcontractors’ use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the Contractor. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen’s compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor’s compensation, and have been mutually negotiated by the parties.

*Participation by County – No Waiver.* The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor’s indemnity obligations under this Agreement.

**Survival of Contractor’s Indemnity Obligations.** The Contractor agrees all Contractor’s indemnity obligations shall survive the completion, expiration or termination of this Agreement.

**Indemnity by Subcontractors.** In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor’s subcontractors shall indemnify the County on a basis equal to or exceeding Contractor’s indemnity obligations to the County.

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:** Not Applicable

36.1 **Waiver of Noncompetition:** Not Applicable

36.2 **Conflict of Interest:**

Professional Services Contract for Silver Lake Road & Electrical Improvements
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:

Rod Lamb, Design & Development Supervisor
Whatcom County Parks & Recreation
3373 Mt. Baker Hwy
Bellingham, WA 98226

37.2 Notice: Not Applicable

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, 34.2, 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.
Work Element 1 – Topographic Survey- Maple Creek Campground Area
Contractor will prepare a topographic survey of the limits shown on the exhibit included in the professional services proposal dated 9/30/2014. Within this area primary access roads, campsite areas and parking lots will be mapped at 2’ contour interval accuracy. The topographic survey will include all significant trees (within 20’ of each side of the roads). Cabins, play areas, outbuildings, picnic shelters, and office facilities/building areas will be located planimetrically (no elevation information) for design and utility service considerations. In addition, Contractor will incorporate available LiDAR surface data in areas where ground survey is not captured. The edge of high water of Silver Lake will be surveyed adjacent to the proposed improvement areas, but only to determine the approximate location of the high water mark for permitting concerns. No waterward work will occur. The County will retain the services of a private utility locating company to locate existing underground utilities to be included in the topographic survey.

Work Element 2 – Schematic Design
The Contractor will evaluate Park operations and user perspectives while focusing on the roadway and utility infrastructure. The Contractor will determine the age and condition of the roads, water system, and electrical system throughout the park, and will work with the County to develop a list of proposed improvements. The schematic design effort will include improvements to roadways to facilitate modern Class A recreational vehicles, selective removal of trees that are in conflict with vehicle turning movements, reorientation of up to 5 campsites, electrical system improvements, reorientation of the primary park access connection to Silver Lake Road, parking lot improvements, and improvements to the potable water distribution system. The Contractor will develop schematic design drawings for these park improvements. Electrical design related to the Red Mountain Campground or Group Camp Area is not included.

Work Element 3 – Phasing Plan
The Contractor shall develop a phasing plan based on the schematic design effort. The Contractor shall work with the County to identify and prioritize desired improvements. A phasing plan will be developed by dividing improvements into logical sequences of work that will be implemented in future budget cycles. The phasing plan will detail a 5-year park improvement schedule with cost estimates for each phase including soft and hard costs. The plan will identify the geographic areas where phased work will occur, the estimated cost of those improvements, and a description of the work to be performed.

Work Element 4 - Phase 1 Construction Documents
The Contractor shall prepare plans, specifications, and a cost estimate for construction of the first phase of the road and utility improvements. The County will submit necessary permit applications. The Contractor shall support the permitting effort by providing drawings and reports as necessary to complete permit applications made by the County.

Although the Phase 1 project has not been fully identified, scope items that are likely to occur during the design of Phase 1 include:

- Site visits and meetings
- Electrical engineering analysis and design
- Roadway design
- Water system upgrades
- Geotechnical investigations
- Erosion control plan preparation
- Bid documents and specifications
- Cost estimating
- Land disturbance permit application
- Forest practice permit application (WDNR)
- NPDES permit (WSDOE)
- SEPA
- Stormwater management report and calculations
EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A - Scope of work, the county agrees to compensate the contractor according to the hourly rates provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rate, other expenditures such as subconsultants, printing, postage and telephone charges shall be reimbursed at actual cost plus 5%.

Contractor will invoice monthly. Invoices will include employee hours worked with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Compensation shall not exceed $119,414.00. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

Progressive billings must be approved by the Parks Design & Development Supervisor before payment is made.

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

**FEES:**
Fees for work elements 1-4 shall be a maximum amount not to exceed of $119,414.00 including reimbursable expenses.

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<thead>
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<th>Pacific Survey &amp; Engineering</th>
<th></th>
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<td>Principal Engineer</td>
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<td>$85.00</td>
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<tr>
<td>Clerical</td>
<td>$45.00</td>
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</tbody>
</table>
## ACORD CERTIFICATE OF LIABILITY INSURANCE

**Client#: 580265**

### PRODUCER
Kibble & Prentice, a USI Co PR
501 Union Street, Suite 1000
Seattle, WA 98101

### INSURED
Pacific Surveying & Engineering Services, Inc.
1812 Cornwall Avenue
Bellingham, WA 98225

### COVERAGES
- **Type of Insurance**: GENERAL LIABILITY
  - **Claim-Made**: X
  - **Occur**: X
  - **Policy Number**: 680216M3699
  - **Policy Effective Date**: 10/19/2013
  - **Policy Expiration Date**: 10/19/2014
  - **Limit**: $1,000,000
  - **Exclusions**: EACH OCCURRENCE
  - **Limits**: DAMAGE TO RENTED PREMISES (Ex. occurrence)
    - **Limit**: $1,000,000
  - **MED EXP (Any one person)**
    - **Limit**: $10,000

- **Type of Insurance**: AUTOMOBILE LIABILITY
  - **Policy Number**: BA222M4753
  - **Policy Effective Date**: 10/19/2013
  - **Policy Expiration Date**: 10/19/2014
  - **Limit**: $1,000,000
  - **Exclusions**: COMBINED SINGLE LIMIT (Liability)
  - **Limits**: BODILY INJURY (Per person)
    - **Limit**: $1,000,000
  - **BODILY INJURY (Per accident)**
    - **Limit**: $1,000,000
  - **PROPERTY DAMAGE (Per accident)**
    - **Limit**: $2,000,000

- **Type of Insurance**: PROFESSIONAL LIABILITY
  - **Policy Number**: LH2932977602
  - **Policy Effective Date**: 10/19/2013
  - **Policy Expiration Date**: 10/19/2014
  - **Limit**: $1,000,000 per claim
  - **Limit**: $2,000,000 annual aggregate

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
- **Policy**: 680216M3699 (WA Stop Gap)
- **Limit**: $1,000,000
- **Description**: N/A

### CANCELLATION
**Whatcom County**
3373 Mt. Baker Highway
Bellingham, WA 98226

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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contains a special endorsement with Primary and Noncontributory wording, when required by written contract.
The Automobile Liability policy contains a special endorsement with Primary wording, when required by
written contract. The General Liability policy includes a Waiver of Subrogation endorsement in favor of the
Certificate Holder as referenced above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:
Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

   (a) $50,000;

   (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

   (a) Any "auto" that is hired, rented or borrowed with a driver; or

   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured";

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.
K. AIRBAGS
The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:
   a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
   b. The airbags are not covered under any warranty; and
   c. The airbags were not intentionally inflated.
We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles
In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:
   (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:
   (a) Overdue lease or loan payments at the time of the "loss";
   (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   (c) Security deposits not returned by the lessor;
   (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:
5. Transfer Of Rights Of Recovery Against Others To Us
   We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or rented to you; or
c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
e. This insurance does not apply to the rendering of or failure to render any "professional services".
f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily
COMMERCIAL GENERAL LIABILITY

"injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
**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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<tr>
<td>Originator:</td>
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<td>10/14/14</td>
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<td>Executive:</td>
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<td>10/06/14</td>
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**TITLE OF DOCUMENT:**
2014 Emergency Management Performance Grant (EMPG), Contract # E15-056

**ATTACHMENTS:**
- Two originals of the 2014-EMPG Contract
- Whatcom County Contract Information Sheet
- Supporting Memo

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

To enter into a contract with the Washington State Military Department to sustain and enhance the WCSO-Division of Emergency Management program, with funding from the US Dept of Homeland Security Emergency Management Performance Grant (EMPG) program, CFDA #97.042, in the amount of $61,980.

**COMMITTEE ACTION:**

**COUNCIL 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.
MEMO

To: Jack Louws, Whatcom County Executive
From: Sheriff Bill Elfo Director of Emergency Management
Subject: 2014 Emergency Management Performance Grant (EMPG)
Date: September 15, 2014

Enclosed are two originals of the 2014 Emergency Management Performance Grant (EMPG) between Whatcom County Sheriff’s Office Division of Emergency Management and the Washington State Military Department for your review and signature. Also included are the Whatcom County Council Agenda Bill, Contract Information Sheet, Signature Authorization Form, the W-9 Form, and the Debarment, Suspension, Insolvency or Voluntary Exclusion Certification Form for your signature.

- **Background and Purpose**

The US Department of Homeland Security Emergency Management Performance Grant (EMPG) provides funds to local jurisdictions to supplement their emergency management budgets to sustain and enhance their emergency management programs. EMPG funds are awarded annually.

The EMPG Scope of Work includes deliverable activities routinely performed by the Division of Emergency Management in compliance with WAC 118-30, RCW 38.52, and Whatcom County Code 2.40. DEM’s Clerk IV FTE is supported by this grant. The $61,980 local match will be met from WCSO-DEM’s existing budget authorization.

The performance period runs from June 1, 2014 and August 31, 2015.

- **Funding Amount and Source**

$61,980 from the Department of Homeland Security 2014 Emergency Management Performance Grant (EMPG), through the Washington State Military Department, contract number E15-056, CFDA# 97.042 EMPG.

Please contact Kent Catlin or Frances Burkhart at 676-6681 if you have any questions regarding this contract.

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Sheriff's Office Div of Emergency Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Kent Catlin</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Washington State Military Department</td>
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</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒ No ☐</th>
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</thead>
<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☐ No ☐</td>
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<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
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<table>
<thead>
<tr>
<th>Does contract require Council Approval?</th>
<th>Yes ☒ No ☐</th>
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<tr>
<td>If No, include WCC:</td>
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</tr>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
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<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☒ No ☐</th>
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<tr>
<td>If yes, grantor agency contract number(s):</td>
<td>E15-056 CFDA#: 97.042</td>
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<tr>
<th>Is this contract grant funded?</th>
<th>Yes ☒ No ☐</th>
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<td>If yes, Whatcom County grant contract number(s):</td>
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<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ☒ No ☐</th>
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<tbody>
<tr>
<td>If yes, RFP and Bid number(s):</td>
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<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>Yes ☒ No ☐</th>
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<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
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If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $100,000.
- ☐ Contract work is for less than 120 days.
- ☒ Interlocal Agreement (between Governments).
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Work related subcontract less than $25,000.
- ☐ Public Works - Local Agency/Federally Funded FHWA.

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

S 61,980.00

This Amendment Amount:

S

Total Amended Amount:

S

Summary of Scope:

To sustain and enhance the Whatcom County Sheriff's Office Division of Emergency Management program.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>15 months, starting 06/01/2014</th>
<th>Expiration Date:</th>
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Contract Routing:

1. Prepared by: F Burkhart Date: 09/15/2014
2. Attorney signoff: Date: 9/24/14
3. AS Finance reviewed: Date: 9/24/14
4. IT reviewed (if IT related): Date:
5. Contractor signed: Date: 9/24/14
6. Submitted to Exec.: Date:
7. Council approved (if necessary): Date:
8. Executive signed: Date:
9. Original to Council: Date: 060414

Last Edited 060414
# Washington State Military Department
## HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

<table>
<thead>
<tr>
<th>1. Sub-grantee Name and Address:</th>
<th>2. Grant Agreement Amount:</th>
<th>3. Grant Agreement Number:</th>
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<tr>
<td>Whatcom County Sheriff’s Office</td>
<td>$61,980</td>
<td>E15-056</td>
</tr>
<tr>
<td>Division of Emergency Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>311 Grand Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellingham, WA 98255-4048</td>
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<table>
<thead>
<tr>
<th>4. Sub-grantee Contact, phone/email:</th>
<th>5. Grant Agreement Start Date:</th>
<th>6. Grant Agreement End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frances Burkhart, 360-778-7161</td>
<td>June 1, 2014</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td><a href="mailto:fburkhar@co.whatcom.wa.us">fburkhar@co.whatcom.wa.us</a></td>
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<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Kristin Ramos, (253) 512-7083</td>
<td>060044641</td>
<td>370-010-246</td>
</tr>
<tr>
<td><a href="mailto:kristin.ramos@mil.wa.gov">kristin.ramos@mil.wa.gov</a></td>
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## Funding Authority:
Washington State Military Department (the “DEPARTMENT”) and the U.S. Department of Homeland Security (DHS)

<table>
<thead>
<tr>
<th>11. Funding Source Agreement #:</th>
<th>12. Program Index # &amp; OBJ/SUB-OJ</th>
<th>13. CFDA# &amp; Title:</th>
<th>14. TIN:</th>
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<tr>
<td>40, 42</td>
<td>Whatcom</td>
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<tr>
<td>(BY CONGRESSIONAL DISTRICT): 2</td>
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<tr>
<th>18. Agreement Classification</th>
<th>19. Contract Type (check all that apply):</th>
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<tbody>
<tr>
<td>Personal Services</td>
<td>Contract</td>
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<tr>
<td>Client Services</td>
<td>X Grant</td>
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<tr>
<td>Public/Private Gov't</td>
<td>X Agreement</td>
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<tr>
<td>Collaborative Research</td>
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<td>A/E</td>
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<th>20. Sub-Grantee Selection Process:</th>
<th>21. Sub-Grantee Type (check all that apply):</th>
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<tr>
<td>X “To all who apply &amp; qualify”</td>
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<td>Competitive Bidding</td>
<td>Private Organization/Individual</td>
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<td>Sole Source</td>
<td>X Public Organization/Jurisdiction</td>
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<td>A/E RCW</td>
<td>Non-Profit</td>
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<tr>
<td>N/A</td>
<td>X VENDOR</td>
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<tr>
<td>Filed w/OFM?</td>
<td>X SUBRECIPIENT</td>
</tr>
<tr>
<td>Advertised?</td>
<td>OTHER</td>
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## PURPOSE:

IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. Work Plan
3. Special Terms and Conditions
4. General Terms and Conditions, and,
5. Other provisions of the grant agreement incorporated by reference.

WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.

**FOR THE DEPARTMENT:**

**Signature**
Richard A. Woodruff, Contracts Administrator
Washington State Military Department

**Date**

**FOR THE APPLICANT:**

**Signature**
Jack Louws, Whatcom County Executive

**Date**
9/16/2014

**Signature**
Bill Elfo, Sheriff

**Date**

**APPROVED AS TO FORM (if applicable):**

**Approval:**

**Date**
9/14/14

**Applicant's Legal Review:**

**Date**

Form 10/27/00 kdb

DHS-FEMA-EMP-G-FFY 14

Page 1 of 32

Whatcom County Sheriff's Office Division of EM, E15-056
SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL
The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

<table>
<thead>
<tr>
<th>Name</th>
<th>Bill Elfo</th>
<th>Name</th>
<th>Gary Stumph</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Sheriff / Director of Emergency Management</td>
<td>Title</td>
<td>Program Coordinator</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:belfo@co.whatcom.wa.us">belfo@co.whatcom.wa.us</a></td>
<td>E-Mail</td>
<td><a href="mailto:gary.stumph@mil.wa.gov">gary.stumph@mil.wa.gov</a></td>
</tr>
<tr>
<td>Phone</td>
<td>360-676-6650</td>
<td>Phone</td>
<td>253-512-7483</td>
</tr>
<tr>
<td>Name</td>
<td>Frances Burkhart</td>
<td>Name</td>
<td>Kristín Ramos</td>
</tr>
<tr>
<td>Title</td>
<td>Program Specialist</td>
<td>Title</td>
<td>Program Manager</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:fburkar@co.whatcom.wa.us">fburkar@co.whatcom.wa.us</a></td>
<td>E-Mail</td>
<td>kristí<a href="mailto:n.ramos@mil.wa.gov">n.ramos@mil.wa.gov</a></td>
</tr>
<tr>
<td>Phone</td>
<td>360-778-7161</td>
<td>Phone</td>
<td>253-512-7083</td>
</tr>
<tr>
<td>Name</td>
<td>Kent Catlin</td>
<td>Name</td>
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<tr>
<td>Title</td>
<td>Deputy Director</td>
<td>Title</td>
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<tr>
<td>E-Mail</td>
<td><a href="mailto:kcatlin@co.whatcom.wa.us">kcatlin@co.whatcom.wa.us</a></td>
<td>E-Mail</td>
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<tr>
<td>Phone</td>
<td>360-778-7160</td>
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</tbody>
</table>

ARTICLE II. ADMINISTRATIVE, FINANCIAL, AND PROGRAMMATIC REQUIREMENTS
The Sub-grantee shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the FY 2014 EMPG Program, including, but not limited to, all criteria, restrictions and requirements of the “Department of Homeland Security Funding Opportunity Announcement FY 2014 Emergency Management Performance Grant” document published by FEMA, the DHS Award Announcement Letter for Grant No. EMW-2014-EP-00033, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference.

The Sub-grantee acknowledges that since this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds.

The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:
The following requirements, which must be met prior to reimbursement, apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. REIMBURSEMENT & BUDGET REQUIREMENTS
   a. This is a fixed price, reimbursement Grant Agreement. Within the total Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget
categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. Any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at http://www.gsa.gov without prior written approval by Department key personnel.

c. Receipts and/or backup documentation for any approved budget line items that are authorized under this Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.

d. The Sub-grantee will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to HLS.Reimbursements@mil.wa.gov no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.

e. Any request for extension of a due date will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department’s sole discretion.

f. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date, except as otherwise authorized by written amendment of the Agreement unless written approval is issued from the Department as permitted by amendment.

g. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Agreement Amount.

h. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.

i. Requests for reimbursement of equipment purchases must include a copy of the vendor’s invoice and packing slip or a statement signed and dated by the Sub-grantee’s authorized representative that states “all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements”.

j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
k. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.

l. Cumulative changes to budget categories in excess of 10% of the Agreement amount will not be reimbursed without prior written authorization from the Department. In no case shall the total budget amount exceed the Agreement amount. Budget categories are as specified or defined on the Budget Sheet Exhibit E of the Agreement. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

m. The Sub-grantee is to ensure that Federal funds received under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The EMPG Program prohibits supplanting, and the Sub-grantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

2. REPORTING REQUIREMENTS
   a. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought in the format provided by the Department.

   b. In conjunction with the next annual grant cycle application process, the Sub-grantee shall submit to the Department’s Key Personnel a final report describing all completed activities under this Agreement and new activities for which grant funding will be sought in the upcoming grant cycle’s Work Plan. If a Sub-grantee will not be applying for grant funding during the next annual grant cycle application process, the Sub-grantee will submit a final report with its final reimbursement request to the Department detailing progress on all activities listed in the Work Plan.

   c. In conjunction with the final report, the Sub-grantee shall submit a separate report detailing how the EMPG Exercise and Training requirements were met for all personnel funded in any part through any source of funding under this Agreement.

   d. The Sub-grantee shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1 attached to and made a part of this Agreement.

   e. The Sub-grantee shall participate in the State’s annual capabilities assessment for the State Preparedness Report.

3. EQUIPMENT MANAGEMENT
   All equipment purchased under this Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee’s equipment inventory system.

   a. Allowable equipment categories for the FY 2014 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) located at the DHS Lessons Learned Information Sharing Responder Knowledge Base Home Page sponsored by FEMA at
http://www.llis.dhs.gov/knowledgebase. Reimbursement will only be provided for purchases of the following equipment: (1) equipment identified on the AEL as applicable to the EMPG program for which the Sub-grantee has received written approval from the Department Key Personnel prior to purchase and, (2) equipment not identified on the AEL as allowable under the EMPG Program for which the Sub-grantee has received written approval from FEMA through the Department Key Personnel prior to purchase. Sub-grantees must contact the Department Key Personnel for assistance in seeking FEMA approval for purchase of equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using EMPG Program funds. No reimbursement will be provided unless the appropriate prior written approval has been provided.

b. Upon successful completion of the terms of this Agreement, all equipment purchased through this Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.

c. The Sub-grantee, or a recognized sub-recipient/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.

d. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

e. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.

f. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

g. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

h. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
i. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
   i. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
   ii. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.

j. As a recipient of federal funds, the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

k. The Sub-grantee must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

4. ENVIRONMENTAL AND HISTORICAL PRESERVATION
The Sub-grantee shall ensure full compliance with FEMA’s Environmental Planning and Historic Preservation (EHP) Program.

   a. Sub-grantees proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process.

   b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

   c. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed before funds are released to carry out the proposed project.

5. PROCUREMENT
The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36. Procurement and as specified in the General Terms and Conditions, Exhibit B, A.28. All sole source contracts expected to exceed $100,000 must be submitted to the Department for review and approval prior to the Sub-grantee’s award and execution of a contract. This requirement must be passed on to all of the Sub-grantee’s sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractors’ sole source justifications.

6. SUB-GRANTEE MONITORING
a. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department’s monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial
regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

b. To document compliance with OMB Circular A-133 requirements, the Sub-grantee shall complete and return to the Department Attachment #2 “OMB Circular A-133 Audit Certification Form” with the signed Agreement and each fiscal year thereafter until the Agreement is closed, upon which the completed form is incorporated in and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget and federal requirements;
   v. observation and documentation of Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

7. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2014 (FFY14) federal preparedness funding, to include EMPG, NIMS compliance requirements for 2014 must be met.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

1. The Department receives EMPG Program funding from the DHS/FEMA, which is provided to assist state, local and tribal governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

2. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the “Department of Homeland Security Funding Opportunity Announcement FY 2014 Emergency Management Performance
Grant" document published by FEMA, which can be found at http://www.fema.gov/preparedness-non-disaster-grants and are hereby incorporated in and made a part of this Agreement.

3. A portion of the FFY14 EMPG grant was identified by the state to be passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities under WAC 118-09.

4. The Sub-grantee shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Sub-grantee’s application for funding, as approved by the Department and incorporated into this Agreement. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.

5. The Sub-grantee shall provide a fifty percent match of $61,980 of non-federal origin. To meet matching requirements, the Sub-grantee cash matching contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including but not limited to 2 CFR Part 225, 2 CFR Part 215.23, and 44 CFR Part 13.24. An appropriate mechanism must be in place to capture, track, and document match.

6. Exercises that are implemented with EMPG Program funds under this Agreement must meet the requirements of the FFY14 EMPG Program. All personnel funded in any part through any source of funding under this Agreement shall participate in no less than three exercises in a 12-month period.

7. All personnel funded in any part through any source of funding under this Agreement shall complete the following training requirements and record proof of completion: NIMS Training IS 100, IS 200, IS 700, and IS 800 and the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244.

C. DHS FFY14 EMPG TERMS AND CONDITIONS

As a recipient of EMPG Program funding, the Sub-grantee shall comply with all applicable DHS terms and conditions of the FFY14 EMPG Award Letter documents for DHS Grant No. EMW-2014-EP-00033, which are incorporated herein by reference, including but not limited to the following:

1. Administrative Requirements – The administrative requirements that apply to DHS award recipients originate from two sources:
   a. Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

2. Cost Principles – The cost principles that apply to DHS award recipients originate from one of the following sources:

3. Audit Requirements – The audit requirements for State, Local and Tribal recipients of DHS awards originate from OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

4. Acknowledgement of Federal Funding from DHS -- The Sub-grantee must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

5. Activities Conducted Abroad -- The Sub-grantee must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

6. Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) – The Sub-grantee must comply with the Act, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

7. Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12213) – The Sub-grantee must comply with the requirements of Titles I, II, and III of the Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

8. Best Practices for Collection and Use of Personally Identifiable Information (PII) – If a Sub-grantee collects PII, it is required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. The DHS Privacy Impact Assessments is available as a resource on this requirement at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

9. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7 – The Sub-grantee must comply with the requirements of the Act, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Civil Rights Act of 1968 – The Sub-grantee must comply with the Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

11. Copyright – The Sub-grantee must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise
controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

12. *Debarment and Suspension* – The Sub-grantee must comply with Executive Orders 12549 and 12889, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.


14. *Duplication of Benefits* – The Sub-grantee must comply with 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

15. *False Claims Act and Program Fraud Civil Remedies* – The Sub-grantee must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

16. *Federal Debt Status* – The Sub-grantee is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.


19. *Limited English Proficiency (Civil Rights Act of 1964, Title VI)* – The Sub-grantee must comply with the Act’s prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance.

20. **Lobbying Prohibitions** – The Sub-grantee must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

21. **Non-supplanting Requirement** – The Sub-grantee must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

22. **SAFECOM** – If the Sub-grantee is awarded funds to provide emergency communication equipment and related activities, the Sub-grantee must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications (http://www.safeecomprogram.gov/ecgl/2014.safecom_guidance_final.pdf).

23. **Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)** – The Sub-grantee must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

24. **Trafficking Victims Protection Act of 2000** – The Sub-grantee must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, the Agreement shall be terminated, without penalty, if the Sub-grantee:

a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

b. Procures a commercial sex act during the period of time that the award is in effect; or

c. Uses forced labor in the performance of the award or subawards under the award.
25. *Rehabilitation Act of 1973* – The Sub-grantee must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

26. *USA Patriot Act of 2001* – The Sub-grantee must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

27. *Use of DHS Seal, Logo, and Flags* – The Sub-grantee must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

28. *DHS Specific Acknowledgements and Assurances* – The Sub-grantee acknowledges and agrees, and will require any sub-recipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff:
   a. Cooperate with any compliance review or complaint investigation conducted by DHS.
   b. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
   c. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate back-up documentation to support the reports.
   d. Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
   e. If, during the past three years, the Sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
   f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, the Sub-grantee must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.
A.1 DEFINITIONS
As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

a. "Department" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

b. "Sub-grantee" means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.

c. "Sub-grantee Agent" means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.

d. "Grantee" means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.

e. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.

f. "Investment Justification" means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.

g. "PL" – is defined and used herein to mean the Public Law.

h. "CFR" – is defined and used herein to mean the Code of Federal Regulations.

i. "OMB" – is defined and used herein to mean the Office of Management and Budget.

j. "WAC" – is defined and used herein to mean the Washington Administrative Code.

k. "RCW" – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)
Non-federal entities, as subrecipients of a federal award, that expend $500,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than $500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at http://www.omb.gov.

SUB-GRANTEEES that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised
Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUB-GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUB-GRANTEE must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE’s fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1  TA-20
Camp Murray, WA  98430-5032

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1  TA-20
Camp Murray, WA  98430-5032

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEES failure to comply with said audit requirements may result in one or more of the following actions in the Department’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.
A.3 ADVANCE PAYMENTS PROHIBITED
The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS
The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

The SUB-GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES
DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY
As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The SUB-GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “Debarred Contractor List” (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The SUB-GRANTEE also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).
A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING
As required by 10 CFR Part 601, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST
No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES
The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.
A.11 DISCLOSURE
The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT’s or the SUB-GRANTEE’s responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES
Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS
It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys’ fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE’s agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT’s Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or
condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING
In the event 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 normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUB-GRANTEE an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY
Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.17 NONDISCRIMINATION
The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.18 NOTICES
The SUB-GRANTEE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)
The SUB-GRANTEE represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUB-GRANTEE’s performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys’ fees assessed against the DEPARTMENT, as a result of the failure of the SUB-GRANTEE to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES
The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.
A.21 **POLITICAL ACTIVITY**
No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 **PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**
The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 **PUBLICITY**
The SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT’s name is mentioned or language used from which the connection of the DEPARTMENT’s name may, in the DEPARTMENT’s judgment, be inferred or implied. The SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA’s financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA’s views.

A.24 **RECAPTURE PROVISION**
In the event the SUB-GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the SUB-GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.25 **RECORDS**
a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the “records”).

b. The SUB-GRANTEE’s records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.

c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE’s normal working day.
d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN
While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUB-GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project. The SUB-GRANTEE shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY
If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING
The SUB-GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).

2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000).

60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub-grantees).


5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).

6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

7. Notice of awarding agency requirements and regulations pertaining to reporting.

8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of $100,000).


The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or
employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.30 TAXES, FEES AND LICENSES
Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE
Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENTS's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE
In the event the DEPARTMENT, in its sole discretion, determines the SUB-GRANTEE has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUB-GRANTEE unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The DEPARTMENT may notify the SUB-GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUB-GRANTEE's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUBGRANTEE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Grant Agreement may be terminated in whole or in part.
The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE’s control, fault or negligence, the termination shall be deemed to be a “Termination for Convenience”.

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Grant Agreement termination, and the amount agreed upon by the SUB-GRANTEE and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUB-GRANTEE shall:

a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;

c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT
has the right, at its discretion, to settle or pay any or all claims arising out of the
termination of such orders and sub-contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT
Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
The SUB-GRANTEE is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The SUB-GRANTEE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS
No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT’s failure to insist upon strict performance of any provision of the Grant 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 Grant Agreement.

A.37 VENUE
This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.
**14EMPG WORK PLAN**

**Emergency Management Organization:** Whatcom County Sheriff's Office Division of EM

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant. The Work Plan delineates the EMO’s emergency management program planning and priority focus for this grant cycle (to include 14EMPG grant and local funds).

<table>
<thead>
<tr>
<th>Program Area #1</th>
<th>Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop/update key emergency management plans to improve coordinated and effective mitigation, planning, response, and recovery efforts by local emergency management and first responders.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Emergency Management Function:</th>
<th>Operational Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIVITIES</strong></td>
<td>#</td>
</tr>
<tr>
<td>1 Natural Hazard Mitigation Plan</td>
<td></td>
</tr>
<tr>
<td><em>Description:</em> Working collaboratively with COB-OEM, revise the Natural Hazard Mitigation Plan.</td>
<td></td>
</tr>
<tr>
<td>2 Tsunami Incident Action Plan</td>
<td></td>
</tr>
<tr>
<td><em>Description:</em> Develop a tsunami incident action plan, incorporating WCSO-DEM's recent tsunami mapping project.</td>
<td></td>
</tr>
<tr>
<td>3 Quarterly Work Plan</td>
<td></td>
</tr>
<tr>
<td><em>Description:</em> Continue to develop a shared quarterly work plan with COB-OEM.</td>
<td></td>
</tr>
<tr>
<td>4 Comprehensive Emergency Management Plan (CEMP)</td>
<td></td>
</tr>
<tr>
<td><em>Description:</em> Revise 2012 CEMP, incorporating guidance provided by WA-EMD during the last revision/review.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Area #2</th>
<th>Public Information and Warning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhance public information and warning by providing consistent and coordinated messaging across platforms. The continuity of messaging on these multiple sites has been assessed as an area needing improvement based on feedback from our quarterly work plan meetings and exercise AARs. To ensure we have a personnel base that is trained to use these tools, WCSO-DEM will continue to provide PIO and JIC training (see Program Area #5).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Emergency Management Function:</th>
<th>Communications and Warning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIVITIES</strong></td>
<td>#</td>
</tr>
<tr>
<td>1 Enhance WhatcomReady.org</td>
<td></td>
</tr>
<tr>
<td><em>Description:</em> Enhance WhatcomReady.org to be the hub of our social media sites.</td>
<td></td>
</tr>
<tr>
<td>2 Social Media Link with WhatcomReady Website</td>
<td></td>
</tr>
<tr>
<td><em>Description:</em> Develop multiple social media sites that link back to WhatcomReady.org.</td>
<td></td>
</tr>
<tr>
<td>3 Social Media Campaign</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Activity</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>WCSO-DEM/OEM (WUEM) Working Agreement</td>
</tr>
<tr>
<td>2</td>
<td>EOC Concept of Operations</td>
</tr>
<tr>
<td>3</td>
<td>EOC Design Planning</td>
</tr>
<tr>
<td>4</td>
<td>WEJCC IT Infrastructure</td>
</tr>
<tr>
<td>5</td>
<td>Donated Equipment/Hardware</td>
</tr>
</tbody>
</table>

**Program Area #3 | Facilities**

Enhance functionality of the new Whatcom Emergency Joint Coordination Center (WEJCC). The new center represents an extensive public/private partnership which creates operational challenges but ultimately, strengthens the community. Whatcom Unified Emergency Management (WUEM), with a collaborative process, will need to develop the center and a concept of operations.

**Emergency Management Function:** Facilities

<table>
<thead>
<tr>
<th>#</th>
<th>Activity</th>
<th>Description</th>
<th>Activity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WCSO-DEM/OEM (WUEM) Working Agreement</td>
<td>Create a legal agreement under which WCSO-DEM and COB-OEM, as WUEM, will work together at the WEJCC.</td>
<td>Enhancement</td>
</tr>
<tr>
<td>2</td>
<td>EOC Concept of Operations</td>
<td>With COB-OEM, develop a &quot;Concept of Operations&quot; for the WEJCC.</td>
<td>Enhancement</td>
</tr>
<tr>
<td>3</td>
<td>EOC Design Planning</td>
<td>Continue to develop/refine and fund the new WEJCC and its related infrastructure and equipment.</td>
<td>Enhancement</td>
</tr>
<tr>
<td>4</td>
<td>WEJCC IT Infrastructure</td>
<td>Evaluate options for and establish WEJCC’s computer and phone networks.</td>
<td>Enhancement</td>
</tr>
<tr>
<td>5</td>
<td>Donated Equipment/Hardware</td>
<td>Utilize, repair, and/or reconfigure donated equipment to assist in making EOC Design Planning a reality.</td>
<td>Enhancement</td>
</tr>
</tbody>
</table>

**Program Area #4 | Community Resilience**

Promote a resilient and disaster-ready community to prepare for, respond to, and recover from emergencies and disasters, thereby lessening the impact of those disasters on the people, property, economy and environment of Whatcom County.

**Emergency Management Function:** Operations and Procedures

<table>
<thead>
<tr>
<th>#</th>
<th>Activity</th>
<th>Description</th>
<th>Activity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Education and Outreach</td>
<td>Continue to provide training and educational materials to individuals and community groups at various meetings, workshops, fairs, and upon request.</td>
<td>Sustainment</td>
</tr>
<tr>
<td>2</td>
<td>Rural CERT Units</td>
<td>Promote organized CERT units in remote areas of Whatcom County.</td>
<td>Enhancement</td>
</tr>
<tr>
<td>3</td>
<td>Community Points of Distribution (CPOD)</td>
<td>Expand the CERT program to include logistical support of the CPOD Program.</td>
<td>Enhancement</td>
</tr>
<tr>
<td>4</td>
<td>Volunteer Emergency Worker Program</td>
<td>Continue to oversee the Volunteer Emergency Worker Program by processing applications, organizing volunteers, requesting training mission</td>
<td>Sustainment</td>
</tr>
</tbody>
</table>
numbers, and submitting reimbursement requests.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Community Organizations Active in Disasters (COAD)</td>
</tr>
<tr>
<td></td>
<td>Sustainment</td>
</tr>
<tr>
<td></td>
<td>Description: Continue coordination with the COAD committee.</td>
</tr>
</tbody>
</table>

**Program Area #5** Training and Exercise

Enhance public and private knowledge of local hazards, their mitigation and preparedness for emergencies and disasters, and their coordinated response and recovery efforts to those events.

**Emergency Management Function:** Exercises, Evaluations and Corrective Actions

<table>
<thead>
<tr>
<th>#</th>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Exercises</td>
<td>WUEM will provide at least three exercises engaging stakeholders and local Incident Management Team (IMT).</td>
</tr>
<tr>
<td>2</td>
<td>PIO and JIC</td>
<td>WUEM will work with stakeholders to update and deliver PIO and JIC training to local IMT members.</td>
</tr>
<tr>
<td>3</td>
<td>ICS Classes</td>
<td>WUEM will deliver ICS-300 and ICS-400 classes.</td>
</tr>
<tr>
<td>4</td>
<td>Mount Baker – Glacier Peak Coordination Plan TTX</td>
<td>Co-sponsor the Mount Baker-Glacier Peak Coordination Plan TTX/Workshop.</td>
</tr>
<tr>
<td>5</td>
<td>Community Emergency Response Team (CERT)</td>
<td>WUEM will offer at least two CERT classes.</td>
</tr>
</tbody>
</table>
MILESTONE TIMELINE

FFY14 Emergency Management Performance Grant Program

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2014</td>
<td>Start of Grant Agreement performance period.</td>
</tr>
<tr>
<td>January 31, 2015</td>
<td>Submit reimbursement request (June 1 – December 31, 2014).</td>
</tr>
<tr>
<td>April 30, 2015</td>
<td>Submit reimbursement request (January 1 – March 31, 2015).</td>
</tr>
<tr>
<td>July 31, 2015</td>
<td>Submit reimbursement request (Submit reimbursement request (April 1 – June 30, 2015).</td>
</tr>
<tr>
<td>August 31, 2015</td>
<td>End of grant performance period.</td>
</tr>
<tr>
<td>October 15, 2015</td>
<td>Submit final reimbursement request (July 1 – August 31, 2015), additional reports, and/or deliverables.</td>
</tr>
</tbody>
</table>

Reimbursement requests can include costs from any time period of the grant agreement; must only be within the performance period.

Budget Sheet

FFY14 Emergency Management Performance Grant Program

<table>
<thead>
<tr>
<th>SOLUTION AREA</th>
<th>BUDGET CATEGORY</th>
<th>AMOUNT</th>
<th>NARRATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANNING</td>
<td>Salaries &amp; Benefits</td>
<td>$61,980</td>
<td>Clerk IV position</td>
</tr>
<tr>
<td></td>
<td>Overtime/Backfill</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultants/Contractors</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goods &amp; Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Travel/Per Diem</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Indirect</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>$61,980</td>
<td></td>
</tr>
<tr>
<td>TOTAL Grant Agreement Contract</td>
<td>AMOUNT:</td>
<td>$61,980</td>
<td></td>
</tr>
</tbody>
</table>

- Whatcom County Sheriff’s Office Division of EM will provide a match of $61,980, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department’s Reimbursement Spreadsheet must accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Department staff, upon request.

ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are required by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for each contract for the State’s submission in to the FFATA portal.

ADDITIONAL PROVISIONS

A. This grant agreement contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this grant agreement contract, the sub-grantee agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this grant agreement contract, your organization is required by FFATA, OMB Guidance and this grant agreement contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, http://www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD.
and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (http://www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards; and

2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.
**WORKSHEET**

<table>
<thead>
<tr>
<th>Subrecipient Agency:</th>
<th>Whatcom County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant and Year:</td>
<td>EMPG-2014</td>
</tr>
<tr>
<td>Agreement Number:</td>
<td>E15-056</td>
</tr>
<tr>
<td>Completed by:</td>
<td>Frances Burkhart</td>
</tr>
<tr>
<td>Program Specialist</td>
<td>360-778-7161</td>
</tr>
<tr>
<td>Date Completed:</td>
<td>09/15/2014</td>
</tr>
</tbody>
</table>

**STEP 1**

Is your grant agreement less than $25,000?  
**YES**  
**NO**  
**GO to Step 2**

**STEP 2**

In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?  
**YES**  
**STOP, no further analysis needed, GO to Step 6**

**NO**  
**STOP, no further analysis needed, GO to Step 6**

**STEP 3**

In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?  
**YES**  
**GO to STEP 4**

**NO**  
**STOP, no further analysis needed, GO to Step 6**

**STEP 4**

Does the public have access to information about the total compensation* of senior executives in your organization?  
**YES**  
**STOP, no further analysis needed, GO to step 6**

**NO**  
**GO to STEP 5**

**STEP 5**

<table>
<thead>
<tr>
<th>Executive #1</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Compensation amount: $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive #2</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Compensation amount: $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive #3</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Compensation amount: $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive #4</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Compensation amount: $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive #5</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Compensation amount: $</td>
</tr>
</tbody>
</table>

**STEP 6**

If your organization does not meet these criteria, specifically identify below each criterion that is not met for your organization: For Example: "Our organization received less than $25,000."  
Whatcom County received less than 80% of its annual gross revenue from federal funding.

**Signature:_____________________________**  
**Date:_____________________________**

* Total compensation refers to:  
  - Salary and bonuses  
  - Awards of stock, stock options, and stock appreciation rights  
  - Other compensation including, but not limited to, severance and termination payments  
  - Life insurance value paid on behalf of the employee

**Additional Resources:**

http://www.whitehouse.gov/omb/open  
http://www.hrsa.gov/grants/ffata.html  
http://www.grants.gov/
# OMB Circular A-133 Audit Certification Form

**Audits of States, Local Governments, and Non-Profit Organizations**

<table>
<thead>
<tr>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):</strong> Whatcom County</td>
</tr>
<tr>
<td><strong>Authorized Chief Financial Officer (Central Accounting Office):</strong> Brad Bennett</td>
</tr>
<tr>
<td><strong>Address:</strong> 311 Grand Avenue, Bellingham, WA 98225</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:bbennett@co.whatcom.wa.us">bbennett@co.whatcom.wa.us</a></td>
</tr>
<tr>
<td><strong>Phone #:</strong> 360-676-6734</td>
</tr>
</tbody>
</table>

**Purpose:**
As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending $500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), and it should be consulted when completing this form.

**Directions:**
As required by OMB Circular A-133, non-federal entities that expend $500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to A-133 requirements, you must complete **Section A** of this Form. If your entity **is** required to complete an A-133 Audit, you must complete Section **B** of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133**

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- We did not expend $500,000 or more of total federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133**

(Complete the information below and check the appropriate box)

- We completed our last A-133 Audit on [enter date] **09/23/2013** for Fiscal Year ending [enter date] **12/31/2012**. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: 1010488.

- We completed our last A-133 Audit on [enter date] ________ for Fiscal Year ending [enter date] ________. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: ________________.

- Our completed A-133 Audit will be available on [enter date] ________ for Fiscal Year ending [enter date] ________.

We will forward a copy of the audit report to you at that time unless it will be available online at: http://www.______________.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

**Signature of Authorized Chief Financial Officer:** ___________________________ **Date:** ___________________________

**Print Name & Title:** Brad Bennett, Finance Manager
### 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>Weimer</td>
<td>10/8/2014</td>
<td></td>
<td>10/14/2014</td>
<td>Special COTW</td>
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</table>

**Division Head:**

**Dept. Head:**

**Prosecutor:**

**Purchasing/Budget:**

**Executive:**

### TITLE OF DOCUMENT:

Discussion of Council’s proposal to add an analyst position to its staff

### ATTACHMENTS:

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

The Council has worked for many years without the assistance of a specialized analyst, relying heavily on the Planning and Development Services Department and the Administration for technical support. Although this arrangement has worked to a degree, it has not always given the Council the detailed assistance necessary to make truly informed and well-vetted decisions. With numerous detailed and significant projects and proposals coming before the Council in the next few years, the Council will require extra one-on-one staff support to provide specialized research, analysis, and recommendations. Information from today’s discussion will assist in finalizing a job description for the proposed analyst position.

### COMMITTEE ACTION:

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
</tr>
</thead>
</table>

### Related County Contract #:

<table>
<thead>
<tr>
<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.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>2014 CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<tbody>
<tr>
<td>Originator:</td>
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<td>10/1/14</td>
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<td>10/14/14</td>
<td>Public Works</td>
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<td>Division Head:</td>
<td>JPR</td>
<td>10/1/14</td>
<td></td>
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<tr>
<td>Dept. Head:</td>
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<td>Purchasing/Budget:</td>
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<td>10/8/14</td>
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<tr>
<td>Executive:</td>
<td></td>
<td>10/8/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Discussion regarding Lakeway Drive crosswalk request.

**ATTACHMENTS:**
1. Location Map
2. 8/14/14 Crosswalk Study
3. Euclid Ave. Summary
4. Oriental Ave. Summary
5. COB Crosswalk Installation Policy
6. COB Crosswalk – City Engineer Email

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

Discussion regarding Lakeway Drive crosswalk request.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
5/20/2014: 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](http://www.co.whatcom.wa.us/council).
Memo

To: Whatcom County Council Members
Through: Frank Abart, Public Works Director
From: Joe Rutan, County Engineer/Assistant Director
From: Mike Donahue, Traffic Manager
Date: October 1, 2014
Re: Lakeway Drive Crosswalk Request

On May 20, 2014, a County Council and Public Works Committee meeting was held to discuss a neighborhood request for installation of a marked crosswalk on Lakeway Drive at Parkstone Lane.

The Public Works Department presented three crosswalk options: pedestrian-flagged crosswalk, actuated warning beacon, and pedestrian hybrid beacon along with our crosswalk analysis per the Manual of Uniform Traffic Control Devices. This warrant analysis did not recommend installation of a marked crosswalk at this location.

The Public Works Committee requested that Public Works perform additional crosswalk warrant analysis at other area intersections as well as traffic signal warrant analyses at Euclid Ave. and Oriental Ave. These analyses are attached.

Attach:
1. Vicinity Map
2. 8/14/14 Crosswalk Study
3. Euclid Ave. Summary
4. Oriental Ave. Summary
5. COB Crosswalk Installation Policy
6. COB Crosswalk - R. Routhe Email
Lakeway Drive Crosswalk Study

A request by letter from Ms. Eileen Kadesh dated August 8, 2013 and a petition from the Board of Directors of the Parkstone Community Association signed by 30 residents in the area, prompted this crosswalk study. A primary principle of traffic engineering is providing safe and quick as possible travel between destinations.

Whatcom County Public Works Traffic Division conducted a traffic study consisting of traffic and pedestrian counts at three intersections along Lakeway Drive: 1. Lakeway Drive at Parkstone Lane, 2. Lakeway Drive at Oriental Avenue and 3. Lakeway Drive at Euclid Avenue. Lakeway Drive has a Federal Classification of an Urban Minor Arterial. This is one of the highest volume roads in the county and has 12 foot driving lanes, 8 foot paved shoulders, and a speed limit of 35 mph.

Data Collected
Traffic volume and speed counts were taken on Lakeway Drive in close proximity of above-mentioned intersections. Pedestrian counts were taken from 2 pm to 6 pm at the three locations on Lakeway Drive. The results are in the table below.

<table>
<thead>
<tr>
<th>Locations</th>
<th>ADT</th>
<th>85% speeds</th>
<th>Pedestrians Crossing Road (4 hour period)</th>
<th>Date Counted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeway Drive at Parkstone Ln</td>
<td>15,241</td>
<td>36.5 mph</td>
<td>7 see note</td>
<td>April 30, 2014</td>
</tr>
<tr>
<td>Lakeway Drive at Oriental Ave</td>
<td>13,375</td>
<td>37.2 mph</td>
<td>5</td>
<td>June 17, 2014</td>
</tr>
<tr>
<td>Lakeway Drive at Euclid Ave</td>
<td>12,394</td>
<td>38.0 mph</td>
<td>6</td>
<td>June 19, 2014</td>
</tr>
</tbody>
</table>

Note: included in this count are pedestrians that crossed at Oriental Ave and all the way up to Lowell Ave

Collisions
A review of collisions that we have received from January 2011 through June of 2014 from the Washington State Patrol is shown in the table below.

<table>
<thead>
<tr>
<th>Locations</th>
<th>Number of collisions</th>
<th>Single vehicle</th>
<th>Two vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeway Drive at Parkstone Ln</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lakeway Drive at Oriental Ave</td>
<td>4</td>
<td>1 (hit deer)</td>
<td>2 (rear ends) 1 (improper passing)</td>
</tr>
<tr>
<td>Lakeway Drive at Euclid Ave</td>
<td>7</td>
<td>2</td>
<td>4 (at angle) 1 (rear end)</td>
</tr>
</tbody>
</table>

There were no collisions with pedestrians or bicycle on Lakeway Drive in the study area in the study time period.
**Uncontrolled and Controlled Crosswalk Installation Guidelines**

To determine if a crosswalk should be installed there are different aspects that need to be reviewed. Is a signal warranted for the location? Is a pedestrian signal warranted for the location? Or is a pedestrian actuated warning light warranted?

**Signal Warrants**
There are 9 warrants as per the Manual on Uniform Traffic Control Devices (MUTCD) that are used to determine if a signal is needed at a location. Number 4 of the signal warrants is for pedestrians. The minimum number of pedestrians that is needed to justify this warrant is 75 pedestrians per hour.

**Pedestrian Signal** (Pedestrian Hybrid Beacon)
The use of the pedestrian signal can be used in the case that at least one signal warrant is met or if there is an adequate number of pedestrians that exceed the threshold as determined in the MUTCD. The minimum number of pedestrians to meet the threshold is 20 per hour.

**Pedestrian Actuated Warning Lights**
There is not a standard in the MUTCD for the installation of the pedestrian actuated warning lights for crosswalks. However, the City of Bellingham does have a guideline for the installation of these crosswalks. The minimum number of pedestrians to meet the threshold is 25 per hour.

**Conclusion**
Marked crosswalks can be a good and valuable tool for traffic control if used properly. However, if placed in the wrong location they can cause an increase in pedestrian vehicle collisions such as at an uncontrolled crossing on a high volume road (FHA study). Lakeway Drive is one of the highest volume roads in the county at around 15,000 cars a day and has 85 percentile speeds that are a little higher than the posted speed limit of 35 mph.

Signal warrants were reviewed at the intersections of Lakeway Drive at Oriental Avenue and Lakeway Drive and Euclid Avenue. Neither of the intersections met any warrants for the installation of a signal.

All of the locations were reviewed for crosswalk applications that may best suit the situation and none of them met the criteria. The City of Bellingham was also asked to review the data and see if it met the city’s guidelines for an uncontrolled crosswalk. It did not.

At this time none of the locations that were studied met any criteria for the installation of a controlled or uncontrolled crosswalk.
Lakeway Dr & Euclid Av Intersection
Summary

**Multi-Way Stop**

Guidance:

A - No
B - No
C1 - No
C2 - No
C3 - No
D - No

**Signal**

Warrants:

1 - No
2 - No
3 - No
4 - No
5 - No
6 - No
7 - No
8 - No
9 - No
# Multi-Way Stop & Signal Analysis

**Major Road**
- **Name:** Lakeway Drive
- **Roadlog #:** 45690
- **Milepost:** 0.6
- **FFC:** 16
- **ADT:** 14000
- **EB PM Right Turn:** -
- **SB PM Right Turn:** 0%
- **NB PM Right Turn:** 0%

85th % Speed: 37 MPH  
Avg. NB PM Delay: -

<table>
<thead>
<tr>
<th>Major Road</th>
<th>Direction</th>
<th>Beginning</th>
<th>EB</th>
<th>WB</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Lakeway Drive</td>
<td></td>
<td>12:00 AM</td>
<td>35</td>
<td>18</td>
<td>53</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1:00 AM</td>
<td>17</td>
<td>9</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2:00 AM</td>
<td>15</td>
<td>12</td>
<td>27</td>
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<tr>
<td></td>
<td></td>
<td>3:00 AM</td>
<td>10</td>
<td>13</td>
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<td>4:00 AM</td>
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<td>148</td>
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<td>55</td>
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<td>132</td>
<td>617</td>
<td>749</td>
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<td></td>
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<td>8:00 AM</td>
<td>269</td>
<td>688</td>
<td>957*</td>
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<td>9:00 AM</td>
<td>251</td>
<td>471</td>
<td>732</td>
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<td>246</td>
<td>395</td>
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<td>305</td>
<td>365</td>
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<td>12:00 PM</td>
<td>423</td>
<td>384</td>
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<td>422</td>
<td>385</td>
<td>807</td>
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<td>2:00 PM</td>
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<td>3:00 PM</td>
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<tr>
<td></td>
<td></td>
<td>11:00 PM</td>
<td>78</td>
<td>37</td>
<td>115</td>
</tr>
</tbody>
</table>

* Peak Four-Hour  
** Peak Hour

**Minor Road**
- **Name:** Euclid Avenue
- **Roadlog #:** 45510
- **Milepost:** 0.26
- **FFC:** 19
- **ADT:** 500
- **SB PM Right Turn:** 0%

**Date of Volumes:** 6/24/14  
**Day of Week:** Tuesday

<table>
<thead>
<tr>
<th>Signal Minimum Volumes</th>
<th>Condition A</th>
<th>Condition B</th>
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<tbody>
<tr>
<td>%</td>
<td>Major</td>
<td>Minor</td>
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<tr>
<td>100%</td>
<td>500</td>
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<td>80%</td>
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<td>105</td>
</tr>
<tr>
<td>56%</td>
<td>280</td>
<td>84</td>
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**Minor Road**
- **Name:** Euclid Avenue
- **Roadlog #:** 45510
- **Milepost:** 0.26
- **FFC:** 19
- **ADT:** 500
- **SB PM Right Turn:** 0%

**Date of Volumes:** 6/24/14  
**Day of Week:** Tuesday

<table>
<thead>
<tr>
<th>Minor Road</th>
<th>Direction</th>
<th>Minus NB</th>
<th>Minus SB</th>
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</thead>
<tbody>
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<td>Euclid Avenue</td>
<td></td>
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</tr>
<tr>
<td>NB</td>
<td>SS Rt Turn</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td></td>
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</table>

**Multi-Way Stop Minimum Volumes**

<table>
<thead>
<tr>
<th>%</th>
<th>Major</th>
<th>Minor</th>
</tr>
</thead>
<tbody>
<tr>
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## Collision Summary

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<th>Date</th>
<th>Report #</th>
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<th>Sev</th>
<th>Veh</th>
<th>Inj</th>
<th>Fatal</th>
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<th>Unit 1 CC</th>
<th>Weather</th>
<th>Light</th>
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<td>0.600</td>
<td>LAKEWAY DR</td>
<td>4/11</td>
<td>E100393</td>
<td>14734</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>Entering at angle</td>
<td>Disregard Sign - Flashing Red Inattention</td>
<td>Clear or Partly Cloudy</td>
<td>Daylight</td>
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<td>LAKEWAY DR</td>
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<td>1</td>
<td>0</td>
<td>From opposite direction - one left turn - one straight</td>
<td>Clear or Partly Cloudy</td>
<td>Daylight</td>
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<tr>
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<td>LAKEWAY DR</td>
<td>3/13</td>
<td>E235858</td>
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<td>From same direction - both going straight - one stopped - rear-end</td>
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# CLAS Collision Detail Report

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<th>Report #</th>
<th>Date</th>
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<th>Intersection</th>
<th>Collision Type</th>
<th>Object Struck</th>
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<tr>
<td>E121211</td>
<td>08/18/11</td>
<td>Property Damage Only</td>
<td>Not at Intersection and Not Related</td>
<td>Vehicle strikes deer</td>
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<tr>
<td>1</td>
<td>Passenger Car</td>
<td>Going Straight Ahead</td>
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<td></td>
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<tr>
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<td>E100393</td>
<td>04/13/11</td>
<td>Property Damage Only @ Rd #45650</td>
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<tr>
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<td>Passenger Car</td>
<td>Going Straight Ahead</td>
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<tr>
<td></td>
<td>Seq of Events: Collision Involving Motor Vehicle in Transport</td>
<td>Disregard Stop Sign - Flashing Red</td>
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<tr>
<td>2</td>
<td>Pickup or Panel Truck or Vanette under 10000 lb</td>
<td>Going Straight Ahead</td>
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<tr>
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<td>Seq of Events: Collision Involving Motor Vehicle in Transport</td>
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<tr>
<td>0.600</td>
<td>E107410</td>
<td>05/31/11</td>
<td>Property Damage Only @ Rd #45650</td>
<td>Fixed object/Vehicle</td>
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<tr>
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<td>Pickup or Panel Truck or Vanette under 10000 lb</td>
<td>Going Straight Ahead</td>
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<td>overturned</td>
<td>(stationary)</td>
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<td>Seq of Events: Ran off the Road/Collision Involving Fixed Object/Overtum (Rollover)</td>
<td>Inattention/Over Center Line</td>
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<td>Contrib Circ: None</td>
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**Actions:**
- Going Straight Ahead
- Disregard Stop Sign - Flashing Red
- Inattention/Over Center Line

**Direction From:**
- W
- S
- W
- E
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<th>Severity</th>
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<th>Object Struck</th>
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<td>E173768</td>
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<td>Actions: Making Left Turn</td>
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<td>Actions: Making Left Turn/ Turn after stopping at red flashing light or stop sign</td>
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<td>1 Pickup or Panel Truck or Vanette under 10000 lb</td>
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<td>Actions: Making Left Turn</td>
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<td>Contrib Circ: Fail to Yield ROW to Pedestrian</td>
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`Direction From: W`

`Direction From: N`

`Direction From: N`

`Direction From: E`
### Seven Day Volume, per Channel

#### Channel: Eastbound

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**Peak Hours**

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Cross Road: E of Euclid Av  
Road #/MP: 44200 0011

Seven Day Volume, per Channel  
Channel: Westbound

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<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
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<th>Tue</th>
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Volume 686 646 618 445 415 655 688 639.4 544.6

12:00 PM - 4:00 PM 12:00 PM 12:00 PM 12:00 PM 1:00 PM 5:00 PM 5:00 PM 5:00 PM 12:00 PM
Volume 407 386 442 437 424 428 422 400.8 396.3
## Seven Day Volume

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### Peak Hours

- **12:00 AM - 1:00 AM**: 11:00 AM - 12:00 AM
- **2:00 PM**: 1:00 PM - 2:00 PM
- **6:00 PM - 7:00 PM**: 5:00 PM - 6:00 PM
- **8:00 PM - 9:00 PM**: 7:00 PM - 8:00 PM

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- **12:00 PM - 1:00 AM**: 11:00 AM - 12:00 AM
- **2:00 PM**: 1:00 PM - 2:00 PM
- **6:00 PM - 7:00 PM**: 5:00 PM - 6:00 PM
- **8:00 PM - 9:00 PM**: 7:00 PM - 8:00 PM

| Volume  | 25 | 25 | 24 | 26 |

- **12:00 AM - 1:00 AM**: 11:00 AM - 12:00 AM
- **2:00 PM**: 1:00 PM - 2:00 PM
- **6:00 PM - 7:00 PM**: 5:00 PM - 6:00 PM
- **8:00 PM - 9:00 PM**: 7:00 PM - 8:00 PM

| Volume  | 25 | 25 | 24 | 26 | 28 | 22 | 21 | 25 | 24 | 22 | 23 | 30 | 27 | 24 | 22.8 | 24.0 | 21.4 | 22.1 |
## Seven Day Volume

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Totals: 149 Northb, 152 Southb

Combined: 301 Northb, 303 Southb

Split (%): 49.5 Northb, 50.5 Southb

### Peak Hours

- **12:00 AM - 5:00 AM:**
  - Volume: 19
  - 2:00 PM, 4:00 PM
  - 3:00 PM, 5:00 PM

- **10:00 AM - 11:00 AM:**
  - Volume: 17
  - 16, 19
  - 17, 13
  - 16, 10
  - 17, 11

- **11:00 AM - 12:00 AM:**
  - Volume: 17
  - 15, 17
  - 16, 19
  - 17, 13
  - 16, 11

- **12:00 AM - 12:00 AM:**
  - Volume: 15
  - 16, 19
  - 17, 13
  - 16, 11
  - 15, 17

Site: 000000000000
Lakeway Dr at Euclid Ave Pedestrian and Bicycle Count
6/19/14 Cloudy and ~65 degrees

A pedestrian and bicycle count was done for a four hour period from 2:00 pm to 6:00 pm. All pedestrian and bicycles were counted that crossed the intersection of Lakeway Drive at Euclid Ave. The volume of pedestrian and bicycle traffic is shown in the table below.

<table>
<thead>
<tr>
<th>Time Counted</th>
<th>Pedestrians</th>
<th>Bicycles</th>
<th>Pedestrians that crossed Lakeway Dr</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 pm to 3 pm</td>
<td>2</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>3 pm to 4 pm</td>
<td>3</td>
<td>8</td>
<td>0</td>
</tr>
<tr>
<td>4 pm to 5 pm</td>
<td>5</td>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>5 pm to 6 pm</td>
<td>7</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

Most of the pedestrians were walking along Lakeway Dr. The 4 crossings in the 5 o'clock hour were from two pedestrians that crossed in the beginning of the hour and back at the end of the hour.
Lakeway Dr & Oriental Av Intersection
Summary

**Multi-Way Stop**
Guidance:
A - No
B - No
C1 - No
C2 - No
C3 - No
D - No

**Signal**
Warrants:
1 - No
2 - No
3 - No
4 - No
5 - No
6 - No
7 - No
8 - No
9 - No
## Multi-Way Stop & Signal Analysis

**Major Road**
- **Name:** Lakeway Drive
- **Roadlog #:** 45690
- **Milepost:** 0.31
- **FFC:** 16
- **ADT:** 14000
- **EB PM Right Turn:** -
- **SB PM Right Turn:** 0%
- **NB PM Right Turn:** 0%

85th % Speed: 37 MPH  
Avg. NB PM Delay: -

**Minor Road**
- **Name:** Oriental Avenue
- **Roadlog #:** 45510
- **Milepost:** 0.27
- **FFC:** 19
- **ADT:** 550
- **EB PM Right Turn:** -
- **SB PM Right Turn:** 0%
- **NB PM Right Turn:** 0%

Date of Volumes: 6/18/14  
Day of Week: Wednesday

### Signal Minimum Volumes

<table>
<thead>
<tr>
<th>Condition</th>
<th>% 100%</th>
<th>Major</th>
<th>Minor</th>
<th>% 80%</th>
<th>Major</th>
<th>Minor</th>
<th>% 70%</th>
<th>Major</th>
<th>Minor</th>
<th>% 56%</th>
<th>Major</th>
<th>Minor</th>
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<tr>
<td><strong>A</strong></td>
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### Major Road

**Lakeway Drive**

<table>
<thead>
<tr>
<th>Interval</th>
<th>Direction</th>
<th>EB</th>
<th>WB</th>
<th>Total</th>
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<td></td>
<td>46</td>
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<td>28</td>
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<td>3:00 AM</td>
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<td>26</td>
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<td>4:00 AM</td>
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<td>14</td>
<td>162</td>
<td>176</td>
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<td>64</td>
<td>362</td>
<td>426</td>
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<td>7:00 AM</td>
<td></td>
<td>149</td>
<td>719</td>
<td>868</td>
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<td>251</td>
<td>663</td>
<td>914*</td>
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* Peak Four-Hour  
** Peak Hour

### Minor Road

**Oriental Avenue**

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<th>Direction</th>
<th>Minus NB</th>
<th>Minus SB</th>
<th>NB</th>
<th>SB</th>
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<th>Rt Turn %</th>
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<td></td>
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### Multi-Way Stop

#### Minimum Volumes

<table>
<thead>
<tr>
<th>%</th>
<th>Major</th>
<th>Minor</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>300</td>
<td>200</td>
</tr>
<tr>
<td>70%</td>
<td>210</td>
<td>140</td>
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</table>

291
## Collision Summary

<table>
<thead>
<tr>
<th>Rd #</th>
<th>MP</th>
<th>Rd Name</th>
<th>Report #</th>
<th>Date</th>
<th>ADT</th>
<th>Sev</th>
<th>Veh</th>
<th>Inj</th>
<th>Fatal</th>
<th>Collision Type</th>
<th>Unit 1 CC</th>
<th>Weather</th>
<th>Light</th>
</tr>
</thead>
<tbody>
<tr>
<td>45690</td>
<td>0.310</td>
<td>LAKEWAY DR</td>
<td>E103341</td>
<td>14734</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>From same direction - both going straight - one stopped - rear-end</td>
<td>Follow Too Closely</td>
<td>Clear or Partly Cloudy</td>
<td>Daylight</td>
</tr>
<tr>
<td>45690</td>
<td>0.310</td>
<td>LAKEWAY DR</td>
<td>E121216</td>
<td>14734</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>From same direction - both going straight - both moving - rear-end</td>
<td>Follow Too Closely</td>
<td>Clear or Partly Cloudy</td>
<td>Daylight</td>
</tr>
<tr>
<td>45690</td>
<td>0.310</td>
<td>LAKEWAY DR</td>
<td>E153382</td>
<td>14734</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>From same direction - both going straight - both moving - sideswipe</td>
<td>Improper Passing</td>
<td>Clear or Partly Cloudy</td>
<td>Dark-No Street Lights</td>
</tr>
<tr>
<td>45690</td>
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<td>LAKEWAY DR</td>
<td>E117643</td>
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<td>1</td>
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<td>0</td>
<td>0</td>
<td>Vehicle strikes deer</td>
<td>None</td>
<td>Clear or Partly Cloudy</td>
<td>Daylight</td>
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## CLAS Collision Detail Report

<table>
<thead>
<tr>
<th>Report #</th>
<th>Date</th>
<th>Severity</th>
<th>Intersection</th>
<th>Collision Type</th>
<th>Object Struck</th>
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</thead>
<tbody>
<tr>
<td>0.210</td>
<td>E150808</td>
<td>01/20/12</td>
<td>Property Damage Only Not at Intersection and Not Related</td>
<td>From opposite direction - all others/From opposite direction - all others</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Pickup or Panel Truck or Vanette under 10000 lb</td>
<td></td>
<td></td>
<td>Direction From: E</td>
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</tr>
<tr>
<td>Contrib Circ.:</td>
<td>Exceeding Reas. Safe Speed/Over Center Line</td>
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<tr>
<td>2</td>
<td>Bus or Motor Stage</td>
<td></td>
<td></td>
<td>Direction From: W</td>
<td></td>
</tr>
<tr>
<td>Actions:</td>
<td>Going Straight Ahead</td>
<td>Seq of Events:</td>
<td>Collision Involving Motor Vehicle in Transport</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contrib Circ.:</td>
<td>None</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>0.310</td>
<td>E103341</td>
<td>05/03/11</td>
<td>Injury At Intersection and Related-Rd #45510</td>
<td>From same direction - both going straight - one stopped - rear-end</td>
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<tr>
<td>1</td>
<td>Passenger Car</td>
<td></td>
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<td>Direction From: W</td>
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<td>Actions:</td>
<td>Going Straight Ahead</td>
<td>Seq of Events:</td>
<td>Collision Involving Motor Vehicle in Transport</td>
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<td></td>
</tr>
<tr>
<td>Contrib Circ.:</td>
<td>Follow Too Closely/Inattention</td>
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<tr>
<td>2</td>
<td>Pickup or Panel Truck or Vanette under 10000 lb</td>
<td></td>
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<td>Direction From: W</td>
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</tr>
<tr>
<td>Actions:</td>
<td>Stopped for Traffic/Stopped prior to turning left</td>
<td>Seq of Events:</td>
<td>Collision Involving Motor Vehicle in Transport</td>
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<td>Contrib Circ.:</td>
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<td>Date</td>
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<td>Intersection</td>
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<td>Object Struck</td>
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<td>E121216</td>
<td>08/15/11</td>
<td>Property Damage Only</td>
<td>At Intersection and Related-@ Rd #45510</td>
<td>From same direction - both going straight - both moving - rear-end</td>
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<td>Direction From: W</td>
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<tr>
<td>1 Pickup or Panel Truck or Vanette under 10000 lb</td>
<td>Actions: Going Straight Ahead</td>
<td>Seq of Events: Collision Involving Motor Vehicle in Transport</td>
<td>Contrib Circ: Follow Too Closely</td>
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</tr>
<tr>
<td>2 Passenger Car</td>
<td>Actions: Slowing/Slowing prior to making a turn</td>
<td>Seq of Events: Collision Involving Motor Vehicle in Transport</td>
<td>Contrib Circ: None</td>
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<td>Direction From: W</td>
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<tr>
<td>E153382</td>
<td>02/07/12</td>
<td>Property Damage Only</td>
<td>At Intersection and Not Related-@ Rd #00000</td>
<td>From same direction - both going straight - both moving - sideswipe</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>Direction From: W</td>
</tr>
<tr>
<td>1 Passenger Car</td>
<td>Actions: Overtaking and Passing/Started to overtake - struck by overtaken vehicle</td>
<td>Seq of Events: Collision Involving Motor Vehicle in Transport</td>
<td>Contrib Circ: Improper Passing</td>
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</tr>
<tr>
<td>2 Passenger Car</td>
<td>Actions: Going Straight Ahead</td>
<td>Seq of Events: Collision Involving Motor Vehicle in Transport</td>
<td>Contrib Circ: None</td>
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<td>Direction From: W</td>
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<td>E117643</td>
<td>07/29/11</td>
<td>Property Damage Only</td>
<td>Not at Intersection and Not Related</td>
<td>Vehicle strikes deer</td>
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<td>Direction From: W</td>
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<tr>
<td>1 Passenger Car</td>
<td>Actions: Going Straight Ahead</td>
<td>Seq of Events: Collision Involving Animal</td>
<td>Contrib Circ: None</td>
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<td>4</td>
<td>9</td>
<td>11</td>
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<td>5</td>
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<tr>
<td>10:00 PM</td>
<td>4</td>
<td>1</td>
<td>2</td>
<td>6</td>
<td>3</td>
<td>4</td>
<td>7</td>
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<tr>
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<td>3</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>3</td>
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**Totals**: 259273 263258 252255 286304 224236 199204 249256 261.8269.2 247.4255.1

**Combined Split (%):** 48.7 51.3 50.5 49.5 49.7 50.3 48.5 51.5 48.7 51.3 49.4 50.6 49.3 50.7 49.3 50.7

**Peak Hours**

<table>
<thead>
<tr>
<th>Time</th>
<th>Volume</th>
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<tr>
<td>12:00 AM</td>
<td>6:00 AM - 11:00 AM</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>4:00 PM - 9:00 PM</td>
</tr>
<tr>
<td>12:00 AM</td>
<td>4:00 PM - 9:00 PM</td>
</tr>
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</table>
Lakeway Dr at Oriental Ave Pedestrian and Bicycle Count
6/17/14 Partly Cloudy and ~60 degrees

A pedestrian and bicycle count was done for a four hour period from 2:00 pm to 6:00 pm. All pedestrian and Bicycles were counted that crossed the intersection of Lakeway Drive at Oriental Ave. The volume of Pedestrian and bicycle traffic is shown in the table below:

<table>
<thead>
<tr>
<th>Time Counted</th>
<th>Pedestrians</th>
<th>Bicycles</th>
<th>Pedestrians that crossed Lakeway Dr</th>
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<tr>
<td>2 pm to 3 pm</td>
<td>3</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3 pm to 4 pm</td>
<td>13</td>
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<td>4</td>
</tr>
<tr>
<td>4 pm to 5 pm</td>
<td>1</td>
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<td>0</td>
</tr>
<tr>
<td>5 pm to 6 pm</td>
<td>2</td>
<td>8</td>
<td>0</td>
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Most of the pedestrians were walking along Lakeway Dr, with some of them turning to walk down Oriental Ave. The 4 crossings in the 3 o’clock hour were from two pedestrians that crossed in the beginning of the hour and back at the end of the hour.
City of Bellingham

Policy

Title: Pedestrian Crosswalk Policy
Code: PWK 13.01.01
Chapter: Public Works
Level of Policy: Departmental
Date issued: 
Developed by: 
Date Revised: 
Revised by: Kim Brown, Transportation Options Coordinator
Approved by: Kelli Linville, Mayor

Cancels: 
See Also: Pedestrian Crosswalk Installation Guidelines

Purpose
To establish guidelines for the installation of pedestrian crosswalks in order to provide safe and efficient roadway crossing opportunities that promote pedestrian travel.

Scope
All public streets within the City of Bellingham.

Definitions

Policy/Conditions

1. Marked pedestrian crosswalks may be used under the following conditions:
   • At locations with traffic control measures to prevent vehicular traffic from blocking the pedestrian path when stopping for a stop sign or red light.
   • At uncontrolled locations where sufficient pedestrian demand exists, vehicle traffic volumes warrant a crosswalk, adequate stopping sight distance exists, and safety considerations do not preclude a crosswalk (see Pedestrian Crosswalk Installation Guidelines).

2. Crosswalks, signing, and other pedestrian supportive infrastructure should be used where they are warranted to maximize safety and effectiveness.
   • The placement of marked crosswalks is not equally effective or appropriate under all roadway conditions.
   • Minimum pedestrian and vehicular volume criteria have been established to support the use of crosswalks in the most effective locations.

3. City staff will evaluate crosswalk requests using the Pedestrian Crosswalk Installation Guidelines. In all cases, engineering judgment will be used in the final decision regarding crosswalk installation and in selecting appropriate treatments.

4. Installation of marked crosswalks and other treatments will be contingent upon available funds and will be prioritized along with all city capital improvement projects.

References/Sources
(1) Exceptions to the 1,500 vpd min. roadway volume threshold may be made for school crossings where the peak hour traffic exceeds 10% of the daily traffic.

(2) Minimum Pedestrian Volume Thresholds:
- 25 pedestrians per hour in any one hour, or
- 20 pedestrians per hour in any two hours, or
- 18 pedestrians per hour in any three hours

* Young, elderly, and disabled pedestrians count 2x towards volume thresholds.

(3) If the majority of pedestrians crossing at a given location are solely due to transit access, work with WTA to determine if it is possible to relocate the transit stop nearer to an existing marked or controlled crosswalk.

(4) Pedestrians on shared use paths should count towards 2x the volume threshold.

(5) Crossing location along a designated school route that meets minimum pedestrian volume thresholds.

**Engineering treatments may include: signage, curb extensions, medians, refuge islands, lighting, signals.
<table>
<thead>
<tr>
<th>Roadway Configuration (Example)</th>
<th>Number of lanes crossed to reach a refuge</th>
<th>Number of through lanes per crossing</th>
<th>1,500 - 9,000 vpd</th>
<th>9,000 - 12,000 vpd</th>
<th>12,000 - 15,000 vpd</th>
<th>&gt; 15,000 vpd</th>
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<td>1</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
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<tr>
<td>3 lanes - two way street with no median</td>
<td>2</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
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<tr>
<td>3 lanes - one way street</td>
<td>1 or 2</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
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<tr>
<td>3 lanes - with raised median</td>
<td>1 or 2</td>
<td>1 or 2</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>3 lanes - with striped median</td>
<td>1 or 2</td>
<td>1 or 2</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
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<tr>
<td>4 lanes - two way with no median or center turn lane</td>
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<td>C</td>
<td>D</td>
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<td>D</td>
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<tr>
<td>5 lanes - two way with striped center turn lane</td>
<td>2 or 3</td>
<td>2</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
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<tr>
<td>5-6 lanes - two way with access management barrier</td>
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1. Painted medians should never be considered a refuge for a pedestrian crossing.

2. A multiple through lane is defined as a through lane where it is possible for a pedestrian to step out from in front of stopped vehicles in the adjacent travel lane - either through or turn lane.

Treatment Descriptions:

A. Install marked crosswalk with standard road-side signs
Specific Guidance: Install marked crosswalk with standard (W11-2) advance pedestrian warning signs; use SI-1 signs for School Crossing locations.

B. Install marked crosswalk with standard road-side signs and possible geometric improvements
Specific Guidance: Install marked crosswalk with standard (W11-2) advance pedestrian warning signs; use SI-1 signs for School Crossing locations; install advance stop bars at crossings on 3 lane (one-way streets) and at midblock crossings on 4 or 5 lane roadways; use "State Law - Stop for Pedestrians" signs in median refuge islands. Consider using geometric improvements to increase visibility and reduce exposure on wider, higher-volume roadways. Where geometric improvements aren’t feasible, consider using "State Law - Stop for Pedestrians" sign mounted on side of the roadway.

C. Install marked crosswalk with standard road-side signs and geometric improvements to increase pedestrian visibility and reduce exposure
Specific Guidance: Install marked crosswalk with standard (W11-2) advance pedestrian warning signs; use SI-1 signs for School Crossing locations; install advance stop bars at crossings on 3 lane (one-way streets) and at midblock crossings on 4 or 5 lane roadways; use "State Law - Stop for Pedestrians" signs in median refuge islands. Add neckdowns or median refuge islands to shorten the pedestrian crossing distance and increase visibility of pedestrians.

D) Install marked crosswalk with standard road-side signs, pedestrian-activated flashing beacons, and geometric improvements to increase pedestrian visibility and reduce exposure
Specific Guidance: Install raised median refuge island (unless it is a one-way street or one already exists) to shorten the pedestrian crossing distance and increase visibility of pedestrians.

*If a median refuge cannot be constructed on a two way street - go to scenario F

Install marked crosswalk with "State Law - Stop for Pedestrians" signs in median refuge islands WITH pedestrian-activated flashing beacons; use standard (W11-2) advance pedestrian warning signs; use SI-1 for School Crossing locations. Consider adding neckdowns at the crossing if on-street parking exists on the roadway. In general, roadways with pedestrian volumes higher than 200 per hour and traffic volumes higher than 2000 vehicles per hour may not be suitable for pedestrian-activated flashing beacons. In a high pedestrian and traffic volume scenario consider a Pedestrian Hybrid Signal or Pedestrian Signal.

E) Do not install marked crosswalk at uncontrolled crossing
Determine if the speed limit can be effectively reduced to 40 mph AND a raised median can be installed.
If so, utilize Scenario D criteria above. If this is not possible consider pedestrian hybrid beacons, pedestrian traffic signal, or grade-separated crossing.
Specific Guidance: Consider pedestrian hybrid beacons, pedestrian traffic signals, or grade-separated crossing; application of these treatments will consider corridor signal progression, existing grades, physical constraints, and other engineering factors.

F) Do not install marked crosswalk at uncontrolled crossing with 3 or more THROUGH lanes per direction or where the speed limit is ≥ 45 mph and/or there is not a median refuge on a 5-lane crossing.
Consider pedestrian hybrid beacon, pedestrian traffic signal, or grade-separated crossing.
Specific Guidance: Consider HAWK beacon, pedestrian traffic signal or grade-separated crossing; application of these treatments will consider corridor signal progression, existing grades, physical constraints, and other engineering factors.

This table was developed based on guidance from FHWA with additional detailed information based on guidance from the City of Seattle, WA, the City of Boulder, CO and the City of San Mateo, CA.
Joe -
Per your request, City staff has evaluated all three intersections (Lakeway/Parkstone, Lakeway/Oriental, Lakeway/Euclid) according to our crosswalk installation guidelines. Lakeway/Oriental doesn’t meet stopping sight distance criteria. The other two have adequate stopping sight distance, but the pedestrian volumes are below thresholds levels to warrant a crosswalk. Your staff may want to look into the ped volumes in a broader context however, in terms of channeling ped crossing activity to one location (perhaps associated with access to a transit stop).

Please let me know if you have any questions.

Rory.

Rory Routhe, P.E.
Assistant Public Works Director – City Engineer
210 Lottie Street, Bellingham WA 98225
(360) 778-7900 (main); (360) 778-7910 (direct)
rrouthe@cob.org
NOTE: My email messages are subject to public disclosure
TITLE OF DOCUMENT:
Bertrand Creek Estates Decision

ATTACHMENTS:
Agenda Bill

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.)

Discussion of Public Works decision regarding Bertrand Creek Estates offsite mitigation.

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 AGENDA BILL

TITLIE OF DOCUMENT:
2015 Annual Road Construction Program Resolution.

ATTACHMENTS:
1. Memo to County Executive and Council
2. Resolution
3. 2015 Annual Construction Program
4. Summary Sheets for Projects Funded in 2015

SEPA review required? ( ) Yes ( ) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: 10/28/2014

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 adopting the Whatcom County 2015 Annual Construction Program. The Annual Construction Program is an integral part of the County budget process and reflects the first year of the adopted 2015-2020 Six Year Road Capital Construction Program.

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: 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: October 1, 2014

Re: 2015 Annual Construction Program

Requested Action:
Public Works Committee work session and Introduction on October 14, 2015, followed by a Public Hearing and adoption on October 28, 2014.

Background and Purpose:
RCW 36.81.130 requires the adoption of the Annual Construction Program (ACP). Adoption of this program is an element of the County budget process.

This ACP is identical to the 1st year of the Six Year Transportation Improvement Program (STIP) approved on September 30, 2014.

Information:
A proposed resolution is enclosed for your consideration. In addition, each project that has funding available in 2015 has a project summary sheet for your review.

If you have questions or require additional information, please contact me at the number provided above.
RESOLUTION NO.__________

APPROVING THE WHATCOM COUNTY
2015 ANNUAL CONSTRUCTION PROGRAM

WHEREAS, pursuant to RCW 36.81.130, the Whatcom County Engineer did file with the Whatcom County Council a recommended plan for laying out, construction, maintenance and special maintenance of County roads for the fiscal year of 2015; and,

WHEREAS, the Whatcom County Council held a public meeting on the 30th day of September, 2014, and has considered the testimony given as well as the recommended plan; and,

WHEREAS, the Whatcom County Council had determined that said plan is necessary as nearly as practicable to the Whatcom County 2015-2020 Six-Year Transportation Program, approved by Resolution 2014-041 on September 30, 2014.

NOW, THEREFORE, BE IT RESOLVED that the 2015 Whatcom County Annual Construction Program is hereby approved as shown on the attachment hereto; and

BE IT FURTHER RESOLVED that no changes be made in the program without the unanimous vote of the Whatcom County Council; and

BE IT FINALLY RESOLVED that the 2015 Annual Construction Program be filed with the Director of Highways of the State of Washington.

APPROVED this ____ day of __________, 2014.

ATTEST: ____________________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

____________________________
Dana Brown-Davis, Clerk of the Council

____________________________
Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

____________________________
Dan Gibson, Chief Civil Deputy Prosecutor
## DRAFT
### ANNUAL CONSTRUCTION PROGRAM FOR 2015

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<th>ITEM NUMBER</th>
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<th>ROAD LOG NO</th>
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<th>FUNCTIONAL CLASS</th>
<th>WORK CODE(S)</th>
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<th>PROGRAM SOURCE</th>
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<td>I</td>
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<td>21</td>
<td>Potter Road/South Fork Nooksack River Bridge No. 148 - Replacement</td>
<td>996027</td>
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<tr>
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<td>Slater Road/Nooksack River Bridge No. 512 Painting</td>
<td>14760</td>
<td>07</td>
<td>0.20</td>
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<td>23</td>
<td>Marine Drive/Little Squilicum Bridge No. 1 Rehabilitation</td>
<td>12790</td>
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<td>07</td>
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<td>South Pass Road/Saar Creek Bridge No. 212 Replacement</td>
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<td>07</td>
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<td>07</td>
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<td>Mosquito Lake Road/N. Fork Nooksack River Bridge No. 332, Rehabilitation/Replacement Study</td>
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<td>Slater Road/Nooksack River Bridge No. 512 Overheight detection/warning system</td>
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<td>910012</td>
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<td>CRP #915005 Stormwater Quality Improvements Various locations</td>
<td>CRP #915006 Non-motorized Transportation Improvements Various locations</td>
<td>CRP #915007 Fish Passage Project Various locations</td>
<td>CRP #915008 Railroad Crossing Improvements Various locations</td>
<td>CRP #915019 Neighborhood Traffic Calming Various locations</td>
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<td>SOURCES OF FUNDS</td>
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<td>PRELIM &amp; ENG/RNG 595.10</td>
<td>CONSTRUCTION 695.20</td>
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PAGE / PROGRAM TOTALS, CONSTRUCTION

11,580,000 15,580,000 0
INSTRUCTIONS FOR USE OF THE ANNUAL CONSTRUCTION PROGRAM FORM
(CRAB FORM #3, REVISED 06/09) WAC 136-16-010 through 042

**** GENERAL DATA REQUIREMENTS ****

AGENCY ACTION blocks; - complete all items as shown. Entering your county name will input your County Forces Limit on Line B.

CONSTRUCTION BY COUNTY FORCES COMPUTATION as per RCW 36.77.065; is computed for you from the Limits Table as follows:

<table>
<thead>
<tr>
<th>Counties over 400,000 population:</th>
<th>Counties 150,000 to 399,999 population:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,250,000 X [1+(2014 MVFT %)/100]</td>
<td>$1,750,000 X [1+(2014 MVFT %)/100]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Counties 30,000 to 149,999 population</th>
<th>Counties under 30,000 population</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,250,000 X [1+(2014 MVFT %)/100]</td>
<td>$800,000 X [1+(2014 MVFT %)/100]</td>
</tr>
</tbody>
</table>

**** COLUMNAR DATA REQUIREMENTS ****

(1) Item No. Use consecutive numbers beginning with 1. No priority is assumed.

(2) Year Road Program Item No. - Use the priority number from column 1 on your most recent 6 year transportation improvement program (DOT Form 140-049). No number is necessary for miscellaneous projects as permitted under WAC 136-16-025.

(3) Road Log No. - County road log number (when applicable) as per the current road log as maintained by each county.

(4) Road/Project Name and Location - Enter the road or project name and location information as assigned by the county. As appropriate, include mileposts (from county road log), bridge numbers and etc.

(5) Project length - Enter the project length in miles.

(6) Functional Class - Enter the functional class for the road on which the project is to be located. The codes listed below can be found in the road log.

<table>
<thead>
<tr>
<th>RURAL</th>
<th>URBAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>02 Principal Arterial</td>
<td>12 Principal Arterial</td>
</tr>
<tr>
<td>06 Minor Arterial</td>
<td>13 Principal Arterial</td>
</tr>
<tr>
<td>07 Major Collector (FAS)</td>
<td>14 Major Arterial</td>
</tr>
<tr>
<td>08 Minor Collector</td>
<td>15 Principal Arterial</td>
</tr>
<tr>
<td>09 Local Access</td>
<td>16 Minor Arterial</td>
</tr>
<tr>
<td></td>
<td>17 Collector Arterial</td>
</tr>
<tr>
<td></td>
<td>19 Local Access</td>
</tr>
</tbody>
</table>

(7) Type of Work - Use one or more of the codes listed. List major work items first reflecting the nature of the anticipated final project.

A. GRADING & DRAINAGE  G. TRAFFIC FACILITIES
B. BASE & TOP COURSE   H. PATHS, TRAILS, BIKEWAYS
C. B.S.T. / SEALS       I. BRIDGES
D. A.C. / P.C.C. PAVEMENT J. FERRY FACILITIES
E. CURBS AND GUTTERS   K. ENVIRONMENTAL MITIGATION
F. SIDEWALKS           L. FISH PASSAGE

(8) Environmental Assessment - Use the following assessment codes (Reference: State Environmental Policy Act):

S = Significant  I = Insignificant  E = Exempt

*** PLEASE NOTE THAT THE DOLLARS IN COLUMNS 9 through 16 REFLECT ONLY THE AMOUNTS AND SOURCES EXPECTED TO BE SPENT DURING THE APPLICABLE CALENDAR YEAR

(9) Source of Funds - County - Enter the total amount of county funds estimated for the project (use columns 10 and 11 for RID, developer contributions, and similar non-county funds).

(10) Source of Funds - Other Funds - Enter the total amount of other funds estimated for the project. If more than one "other" source (such as RAP + FAS), show each "other" amount separately.

(11) Source of Funds - Other Funds Program Source - For each "other" source shown in column 10, enter the abbreviation for the source type (ex: RAP, FAS, CAPP, BROS, UAB, TIB, RID, PVT, PWTF, etc.)

(12) Estimated Expenditures - Engineering - Enter the estimated amount of engineering (PE, CE and Administration) expenditures for the project next year.

(13) Estimated Expenditures - Right of Way - Enter the estimated amount of right of way expenditures for the project next year.

(14) Estimated Expenditures - Construction - Contract - Enter the estimated amount of contract construction expenditures, excluding PE, CE and Administration, to be incurred by the county.

(15) Estimated expenditures - Construction - County Forces - Enter the estimated amount of county forces expenditures, excluding PE, CE and Administration, for the project in the program year. Materials incorporated into a county forces project, even though created or supplied by a separate contract (ex: crushing) are to be included in the county forces construction amount.

(16) Estimated expenditures - Grand Total - This is the total estimated expenditures for the project next year. This must equal the sum of columns 12 through 15 and also the sum of columns 9 through 10. The program total of this column should also equal the amount of construction shown in the final annual road budget.

Your proposed construction by county forces is totaled at the top on line C, "TOTAL COUNTY FORCES CONST PROGRAM - column (15)" Your limit, based on population and % MVFT distribution is listed in B, PUBLISHED "COUNTY FORCES LIMIT (see instructions)" from the Limits Table.

311
Birch Bay Lynden Road/Portal Way Signalization
CRP #901011

Construction Funding Year(s): 2014 / 2015

Project Narrative:
This project is located south of Blaine and west of I-5, in Section 22, T40N, R1E. Proposed improvements include signalization, channelization and illumination of the intersection with minor changes to the vertical and horizontal alignment. Stormwater treatment and detention will also be implemented into this project. This project is listed #1 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
The project is near substantial completion in September 2014. Physical completion in early 2015, after wetland mitigation planting is completed

Total Estimated Project Cost: $3,600,000
Expenditures to Date: $3,400,000

Funding Sources:
Federal $3,250,000 STP(R)
State $750,000 RAP
Local $300,000

Environmental Permitting
SEPA, Corps of Engrs, CLR/CAO, HPA

Right-of-Way Acquisition (Estimate) Complete

County Forces (Estimate) N/A
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2016 / 2017

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #2 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, RW acquisition will begin in 2014/2015 and construction in 2016/2017. Additional funding sources will be pursued as they become available.

| Total Estimated Project Cost: | $11,450,000 |
| Expenditures to Date:         | $400,000    |

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<td>Federal: $1,562,105 (STP)</td>
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<td>State: $0</td>
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<td>Local: $9,887,895</td>
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</table>

Environmental Permitting: Whatcom County-.Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act

Right-of-Way Acquisition (Estimate): TBD

County Forces (Estimate): N/A
Birch Bay Drive, Embankment Repair  
CRP #914014

Construction Funding Year(s): 2015

Project Narrative:
This project is an embankment repair near Lora Lane in Section 30-31 of T40N, R1E. This project is listed #3 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:

| Total Estimated Project Cost: | $250,000 |
| Expenditures to Date:         | $0        |

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<td>$250,000 (STIP 2015)</td>
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Environmental Permitting  HPA, SEPA, County Shorelines, ACOE
Right-of-Way Acquisition (Estimate)  TBD
County Forces (Estimate)  $200,000
Lake Whatcom Boulevard, Phase I
Re-surfacing
CRP #913002

Construction Funding Year(s): 2015

Project Narrative:
This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve roadway improvements to a 1.6 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, including: pavement rehabilitation down to subgrade, upgrades to pavement markings and signage. This project is listed #4 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Survey work and design will begin in 2014. Construction time frame will be 2015.

Total Estimated Project Cost: $1,500,000
Expenditures to Date: $15,000

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<td>State</td>
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Environmental Permitting  SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)  TBD
County Forces (Estimate)  $10,000
Lake Whatcom Boulevard, Phase II  
Water Quality Improvements  
CRP # 915009

Construction Funding Year(s):  TBD

Project Narrative:
This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve drainage improvements to a 1.6 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, addressing stormwater quality issues. This project is listed #5 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Survey work with associated base map and R/W research will begin in 2014. Preliminary design will be initiated to evaluate R/W needs, permit requirements and overall project costs. Construction time frame will be contingent on addressing funding needs along with resolution of permitting and R/W issues.

| Total Estimated Project Cost: | $ TBD |
| Expenditures to Date:       | $ 0   |

Funding Sources:

<p>| | |</p>
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<tbody>
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<td>Local</td>
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Environmental Permitting  SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)  TBD
County Forces (Estimate)  $50,000
Slater Road Connector
Northwest Drive to SR 539
CRP # 914012

Construction Funding Year(s): TBD

Project Narrative:
This Slater Road Connector project is located between Northwest Drive and SR 539 in Sections 1 and 2 of T38N, R2E. The work involves the construction of a new roadway between Northwest and SR 539. This project is listed #6 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, R/W and construction would be contingent on the availability of additional grant monies coupled with traffic and development issues associated with the area.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: TBD</th>
<th>Funding Sources:</th>
</tr>
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<tbody>
<tr>
<td>Expenditures to Date: $0</td>
<td>Federal $0</td>
</tr>
<tr>
<td></td>
<td>State $0</td>
</tr>
<tr>
<td></td>
<td>Local $50,000 (STIP 2015)</td>
</tr>
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</table>

Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
 Slater Road and Northwest Drive  
CRP # 914001

Construction Funding Year(s): TBD

Project Narrative:
The intersection of Slater and Northwest Roads is in Section 2 of T38N, R2E. This three-legged intersection currently experiences delays due to the lack of channelization and stop control for left-turn movements. The first phase of this project is to analyze a range of intersection improvements with their associated benefits, limitations and costs. This project is listed #7 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Traffic counts and warrants completed. Alternatives analysis in 2014. Design, permitting, R/W and construction time frames would be contingent on alternative(s) chosen.

| Total Estimated Project Cost: | $ TBD |
| Expenditures to Date:         | $0    |

<table>
<thead>
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<td>ECS, BA, SEPA, CLR/CAO, Corps of Engrs</td>
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<table>
<thead>
<tr>
<th>County Forces (Estimate)</th>
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<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

![Map of Slater Road and Northwest Drive]

318
Slater Road
I5 Interchange
CRP # Not Assigned

Construction Funding Year(s): 2018

Project Narrative:
This project is located north of Bellingham in Section 3, T38N, R2E. This is a project is listed #8 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:

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<tbody>
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<tr>
<td>Local</td>
<td>$5,000 (STIP 2018)</td>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Roadway Frost Depth Detectors
CRP # 913014

Construction Funding Year(s): 2016

Project Narrative:
This item provides funding to address replacement of the County's aging network of roadway frost depth detectors. These detectors are critical for implementing appropriate roadway restrictions to prevent structural damage following periods of deep frost. It is listed #9 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:

| Total Estimated Project Cost: | $250,000 |
| Expenditures to Date: | $0 |
| Funding Sources: |
| Federal | $ |
| State | $ |
| Local | $250,000 (STIP 2015-2016) |

Environmental Permitting | TBD |
Right-of-Way Acquisition (Estimate) | TBD |
County Forces (Estimate) | TBD |

Due to the nature of this item, no map exists. Location of the new roadway frost depth detectors will be determined in 2015.
Lummi View Drive Bank Stabilization
CRP # 908001

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 2,T37N, R1E. This project is listed #10 on the 2015-2020 Six-Year Transportation Improvement Program. This project will consist of repair and stabilization of a ocean bluff failure that threatens a section of Lummi View Drive.

Project Status: Survey and preliminary cost scoping to be performed in 2015.

| Total Estimated Project Cost: | $ TBD |
| Expenditures to Date: | $2,500 |

| Funding Sources: |
| Federal | $0 |
| State | $ |
| Local | $30,000 (STIP 2015) |

| Environmental Permitting | SEPA, CLR/CAO |
| Right-of-Way Acquisition (Estimate) | TBD |
| County Forces (Estimate) | TBD |
Lummi Nation Transportation Projects
CRP #912017

Construction Funding Year(s): 2015

Project Narrative:
The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed #12 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

| Total Estimated Project Cost: | $4,000,000 |
| Expenditures to Date:        | $0         |
| Funding Sources:             |            |
| Federal                      | $0         |
| State                        | $0         |
| Local                        | $4,000,000 |

Environmental Permitting: N/A
Right-of-Way Acquisition (Estimate): N/A
County Forces (Estimate): N/A

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2015.
Point Roberts Transportation Improvements
CRP # 910002

Construction Funding Year(s): 2015 / 2016 / 2017

Project Narrative:
Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed #13 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation and selection.

| Total Estimated Project Cost: | $1,000,000 |
| Expenditures to Date: | $0 |

<table>
<thead>
<tr>
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Environmental Permitting | TBD |
Right-of-Way Acquisition (Estimate) | TBD |
County Forces (Estimate) | TBD |

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2015.
Slater Road Intersections
Imhof Road to Ferndale Road
CRP # 910003

Construction Funding Year(s): 2015/2016

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 between the intersections to current standards. This project is listed #15 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and R/W to begin in 2014 with construction to be completed in 2016.

Total Estimated Project Cost: $2,640,000
Expenditures to Date: $250,000

Funding Sources:
Federal $1,120,000 (STP)
State $0
Local $1,520,000

Environmental Permitting ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate) $100,000
County Forces (Estimate) N/A
**East Smith Road & Hannegan Road**
**CRP # 914002**

**Construction Funding Year(s):** 2015 / 2016

**Project Narrative:**
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This project is listed #16 on the 2015-2020 Six-Year Transportation Improvement Program. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The first phase of this project is to analyze a range of solutions as well as their associated benefits, limitations, and costs.

**Project Status:**
Traffic counts and warrants completed. Alternatives analysis in 2014. Design, permitting, and construction time frames would be contingent on alternative(s) chosen.

<table>
<thead>
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<td>County Forces (Estimate)</td>
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*Map showing the location of East Smith Road & Hannegan Road in Sections 28, 29, 32 and 33, T39N, R3E.*
Hannegan Road
Bellingham City Limits to Hemmi Road
CRP # 915010

Construction Funding Year(s): 2015

Project Narrative:
This Hannegan Road project is located between Bellingham City Limits and Hemmi Road in Sections 32, 5, 8, and 17 of T40N, R3E and T39N, R3E. The work involves a structural/overlay of the roadway with rumble strips and new pavement markings for approximately 4.4 miles of roadway. This project is listed #17 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:

Total Estimated Project Cost: $2,000,000
Expenditures to Date: $10,000

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

Environmental Permitting  ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)  N/A
County Forces (Estimate)  N/A
North Enterprise Road
Harksell Road to Birch Bay Lynden Road
CRP # 915011

Construction Funding Year(s): 2017

Project Narrative:
This North Enterprise Road project is located between Ferndale City Limits to Harksell Road in Sections 5 & 8 of T39N, R2E. The work involves the pavement rehabilitation of approximately 2 miles of roadway. This project is listed #18 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:

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<tr>
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<td>State $900,000 (RAP)</td>
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<td></td>
<td>Local $100,000</td>
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Environmental Permitting ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate) N/A
County Forces (Estimate) N/A
Marine Drive/BNSF Trail
CRP # 915012

Construction Funding Year(s): 2016

Project Narrative:
This project is located in Section 15 of T38N, R2E. The work involves coordinating with the City of Bellingham to construct a non-motorized trail connecting Marine Drive and Wynn Road across City of Bellingham property. This project is listed #22 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, and right-of-way work to begin in 2015.

Total Estimated Project Cost: $250,000
Expenditures to Date: $0

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<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
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</table>
Turkington Road/Jones Creek
CRP # 915013

Construction Funding Year(s):
TBD

Project Narrative:
This project is located in Sections 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with the debris flow berm project being developed by the River and Flood Division. The project is listed #23 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Alternate analysis work is underway by the River & Flood Division.

Total Estimated Project Cost: $ TBD
Expenditures to Date: $0

Funding Sources:
Federal $0
State $0
Local $500,000 (2015-2016 STIP - PE)

Environmental Permitting
BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR

Right-of-Way Acquisition (Estimate) $50,000

County Forces (Estimate) N/A
Innis Creek Road
CRP # 915014

Construction Funding Year(s): TBD

Project Narrative:
This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed #27 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting to begin in 2015.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
Federal $0
State $0
Local $50,000 (STIP 2015)

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD

[Map of Innis Creek Road area]
County Roadway Safety Program
CRP # 915015

Construction Funding Year(s): 2015

Project Narrative:
This project was the result of a Federal Safety Initiative to reduce fatalities and serious injury collisions on county roadways throughout the state. Whatcom County's grant addresses safety concerns through signage, rumble strips, and high friction surface treatments. This project is #29 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Design and construction in 2015.

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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>N/A</td>
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<tr>
<td>County Forces (Estimate)</td>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Potter Road
South Fork Bridge No. 148 Replacement
CRP #998027

Construction Funding Year(s): 2015 / 2016

Project Narrative:
This bridge replacement project is located in Sections 17 & 18, T38N, R5E. The existing single-lane bridge (14.5' wide & 243' in length) is Structurally Deficient and Functionally Obsolete. The replacement structure is a 360' two-span, pre-stressed and post-tensioned concrete girder bridge. Access will be maintained throughout construction as this is the only public access to the residential, agricultural and tribal community west of the river. The project is listed #30 on the 2015-2020 Six-Year Transportation Improvement Program, and has a project-based budget.

Project Status:
Construction began in May 2014, and is approximately 50% complete. It is expected that construction will be completed in late 2015 or early 2016.

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Funding Sources:

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<td>$0</td>
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<td>$1,814,000</td>
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</table>

Environmental Permitting: BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR

Right-of-Way Acquisition (Estimate): Complete

County Forces (Estimate): N/A
Slater Road / Nooksack River Bridge No. 512 Painting
CRP # 913005

Construction Funding Year(s): 2015

Project Narrative:
This project is located on Slater Road at the Nooksack River in Section 6, T38N, R2E. This is a painting project to sandblast and repaint the 1957 steel truss bridge. The project is listed #31 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
The project was awarded BRAC funding in 2013. Construction scheduled to begin in 2015.

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<td></td>
<td>Local $0</td>
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</table>

Environmental Permitting: HPA, NEPA, County Shorelines
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A
Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation
CRP #910017

Construction Funding Year(s): TBD

Project Narrative:
This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams, and remove the existing load restrictions on the bridge. The project is listed #32 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
The project was submitted for BRAC funding in May 2012. Construction pending acquisition of BRAC funds.

Total Estimated Project Cost: $3,000,000
Expenditures to Date: $0

Funding Sources:
<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>State</td>
<td>$0</td>
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Environmental Permitting: HPA, NEPA
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A
Hannegan Road / Nooksack River - Bridge No. 252 Scour Mitigation
CRP #911002

Construction Funding Year(s):
2015

Project Narrative:
This project is located just south of the Lynden city limits in Section 20, T40N, R3E. This is a rehabilitation project to mitigate scour on the existing bridge. This project is listed #33 on the 2015-2020 Six Year Transportation Program.

Project Status:
BRAC funding acquired. Design and permitting underway, construction scheduled for 2015.

Total Estimated Project Cost: $274,000
Expenditures to Date: $40,000

Funding Sources:
Federal $220,000 (BR)
State $
Local $20,000 (STIP 2015)

Environmental Permitting: HPA, SEPA, SEC 404, NEPA, County Shorelines
Right-of-Way Acquisition (Estimate): $29,000 (Temporary construction access easement)
County Forces (Estimate): None
South Pass Road / Saar Creek - Bridge No. 212 Replacement
CRP #911004

Construction Funding Year(s): 2016

Project Narrative:
This project is located southeast of Sumas in Section 17, T40N, R5E. This is a project to replace the existing 31 foot structurally deficient bridge with a 50 foot bridge. This project is listed as #34 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Design and permitting to be completed in 2015 with construction in 2016.

Total Estimated Project Cost: $775,000
Expenditures to Date: $25,000

Funding Sources:
- Federal
- State
- Local $775,000 (STIP 2015 & 2016)

Environmental Permitting
HPA, SEPA, SEC 404, County Shorelines

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
N/A
Portal Way / Dakota Creek - Bridge No. 500 Seismic Retrofit
CRP #910001

Construction Funding Year(s): 2015

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 #35 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Design is complete. BRAC funding acquired. Permitting is ongoing. Construction scheduled for 2015.

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

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
None
N. Lake Samish Road Bridge No. 107 Rehabilitation
CRP # 913006

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Lake Samish in Section 27, T37N, R3E. This is a project to rehabilitate the deteriorating timber deck on the existing 250-foot bridge. This project is listed #38 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Design work to begin in 2015.

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</tr>
<tr>
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<tr>
<td>$50,000 (STIP 2015)</td>
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</table>

| Environmental Permitting     | TBD |
| Right-of-Way Acquisition (Estimate) | None Required |
| County Forces (Estimate)     | TBD |

Map showing location of N. Lake Samish Road Bridge No. 107 Rehabilitation.
Construction Funding Year(s):  TBD

Project Narrative:
This project is located on Hannegan Road between Central and Ten Mile Roads in Section 16, T39N, R3E. This is a project to replace the last 31-foot channel beam bridge on the Hannegan Road. This old design is not suited for the volume of truck traffic present on the Hannegan Road. This project is listed #39 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Project design is complete. Construction funding will be sought once the design is complete. Work on environmental permitting and pursuing construction funding in 2015.

Total Estimated Project Cost:  TBD  Funding Sources:
Expenditures to Date:  $ 100,000  Federal $0
                                          State $0
                                          Local $25,000 (STIP 2015)

Environmental Permitting  TBD
Right-of-Way Acquisition (Estimate)  None Required
County Forces (Estimate)  N/A
Massey Road/Sumas River, Bridge No. 291
CRP # 915016

Construction Funding Year(s): TBD

Project Narrative:
This project is located east of Everson in Section 5, T39N, R4E. This is a bridge replacement project. This project is listed #41 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status: Preliminary design and permitting to begin in 2015.

<table>
<thead>
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<th>TBD</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>County Forces (Estimate):</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Mosquito Lake Road/N. Fork Nooksack River, Bridge No. 332
CRP # 915001

Construction Funding Year(s): TBD

Project Narrative:
This project is located east of Deming in Section 27, T39N, R5E. This is a preliminary engineering study on the existing bridge. This project is listed #42 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status: Preliminary analysis to begin in 2015.

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<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>$0</td>
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<th>Funding Sources:</th>
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<tr>
<th>Environmental Permitting</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>None Required</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Slater Road / Nooksack River Bridge No. 512 Overheight Detection
CRP #914013

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Slater Road at the Nooksack River in Section 6, T38N, R2E. This is an overheight detection/warning system project. The project is listed #45 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Preliminary design to begin in 2015.

Total Estimated Project Cost: $ TBD
Expenditures to Date: $0

Funding Sources:
<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
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<td>$0</td>
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<td>Local</td>
<td>$30,000 (STIP 2015)</td>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A
Refurbish / Upgrade of the Whatcom Chief
CRP #910012

Construction Funding Year(s):  TBD

Project Narrative:
This project involves the upgrade and preservation of the current ferry to Lummi Island, M/V Whatcom Chief. The project definition will address safety, accessibility and reliability concerns associated with the approximately 50 year old ferry. This project is listed #46 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Opportunities for project funding will be reviewed as they become available.

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<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>TBD</th>
<th>Funding Sources:</th>
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<tbody>
<tr>
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<td>Federal  $0</td>
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<td></td>
<td>State  $0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Local  $5,000 (STIP 2015)</td>
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</table>

Environmental Permitting  None Required
Right-of-Way Acquisition (Estimate)  None Required
County Forces (Estimate)  N/A

M/V Whatcom Chief
Ferry Dock Improvements
CRP #914015

Construction Funding Year(s): 2015 - 2020

Project Narrative:
This project includes improvements to the ferry docks. This project is listed #47 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Design, permitting, and construction activities are ongoing.

<table>
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<tr>
<th>Total Estimated Project Cost:</th>
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<tr>
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<td>Federal</td>
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<td>State</td>
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<tr>
<td>Local</td>
<td>$2,000,000 (STIP 2015-2020)</td>
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</tbody>
</table>

Environmental Permitting: HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A
Various Bridges Rehabilitation / Replacement
CRP # 915002

Construction Funding Year(s): 2015 - 2020

Project Narrative:
This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed #49 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Design and construction to occur as necessary.

Total Estimated Project Cost: $1,800,000
Expenditures to Date: N/A

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<tr>
<td>Federal</td>
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<td>State</td>
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<tr>
<td>Local</td>
<td>$1,800,000 (STIP 2015-2020)</td>
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</table>

Environmental Permitting | TBD
Right-of-Way Acquisition (Estimate) | TBD
County Forces (Estimate) | TBD

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.
Right of Way Acquisition
CRP # 915003

**Construction Funding Year(s):** 2015-2020

**Project Narrative:**
This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed #52 on the 2015-2020 Six Year Transportation Improvement Program.

**Project Status:**
N/A

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $180,000</th>
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<td>$180,000 (STIP 2015 - 2020)</td>
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<tr>
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<td>County Forces (Estimate)</td>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
### Unanticipated Site Improvements
**CRP # 915004**

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2015 - 2020</th>
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</thead>
</table>

**Project Narrative:**
This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #53 on the 2015-2020 Six Year Transportation Improvement Program.

**Project Status:**
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

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<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$1,800,000</th>
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<td>Expenditures to Date:</td>
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<th>Funding Sources:</th>
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<td>Federal</td>
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<td>State</td>
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<td>Local</td>
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</tbody>
</table>

| Environmental Permitting:     | TBD        |
| Right-of-Way Acquisition (Estimate): | TBD |
| County Forces (Estimate):     | N/A        |

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
# Stormwater Quality Improvements

**CRP # 915005**

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2015</th>
</tr>
</thead>
</table>

**Project Narrative:**
This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #54 on the 2015-2020 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction will be completed in 2015.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$550,000</th>
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<tr>
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<td>Federal</td>
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<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Non-motorized Transportation Improvements  
CRP # 915006

Construction Funding Year(s): 2015 - 2020

Project Narrative:
This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (e.g. sidewalks, trails, shoulder widening) in various locations around the county. This project is listed #55 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

<table>
<thead>
<tr>
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<tbody>
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Environmental Permitting TBD  
Right-of-Way Acquisition (Estimate) TBD  
County Forces (Estimate) TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Fish Passage Project
CRP #915007

Construction Funding Year(s): 2016 - 2018

Project Narrative:
This project is for the design and construction of fish passage projects. This project is listed #56 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
Design will begin in 2015 with construction of the first project scheduled for 2016.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
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<tr>
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<td>State</td>
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<tr>
<td>Local</td>
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<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
**Railroad Crossing Improvements**
**CRP # 915008**

**Construction Funding Year(s):**
2015 - 2020

**Project Narrative:**
Locations to be determined. Identification and prioritization to be addressed. This project is listed #57 on the 2015-2020 Six Year Transportation Improvement Program.

**Project Status:**
Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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**Funding Sources:**

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<tbody>
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<td>Federal</td>
<td>$0</td>
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<tr>
<td>State</td>
<td>$0</td>
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<th>Environmental Permitting</th>
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<tr>
<td>County Forces (Estimate)</td>
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Neighborhood Traffic Calming
CRP # 915019

Construction Funding Year(s): 2015 - 2020

Project Narrative:
Locations to be determined. Identification and prioritization to be addressed. This project is listed #58 on the 2015-2020 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: $300,000
Expenditures to Date: 0

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</tbody>
</table>

Environmental Permitting | TBD
Right-of-Way Acquisition (Estimate) | TBD
County Forces (Estimate) | TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
### TITLE OF DOCUMENT:
Six-Year Capital Improvement Program and level of service amendments.

### ATTACHMENTS:
1. Memo
2. Proposed Ordinance and Exhibits
3. Planning Commission Findings of Fact and Reasons for Action
4. Public Comment Letters

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>(X) Yes</th>
<th>( ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>(X) Yes</td>
<td>( ) NO</td>
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</tbody>
</table>

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

\*The Council must hold a hearing if they want to change the Planning Commission's recommendation (WCC 2.160.100(B)).

### 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.)

Adoption of the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2015-2020 (Appendix F of the Whatcom County Comprehensive Plan) to replace the existing Six-Year CIP for 2013-2018. The Six-Year CIP includes plans for County parks, trails, activity centers, government buildings & sites, Sheriff’s Office facilities, emergency management, correction facilities, stormwater facilities and transportation. The proposed amendments also include amending parks and recreation level of service standards in chapter 4 of the Whatcom County Comprehensive Plan.

### COMMITTEE ACTION:

### COUNCIL ACTION:

**Related County Contract #:**
AB2014-098 and
PLN2014-00007

**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.
September 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

RE: Six-Year Capital Improvement Program and LOS Amendments

The Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities includes plans for County parks, trails, activity centers, government buildings & sites, Sheriff’s Office facilities, emergency management, correction facilities, stormwater facilities and transportation improvements. The Whatcom County Comprehensive Plan indicates that the Six-Year CIP should be updated every two years. The last comprehensive CIP update was approved by the County Council in 2012. Therefore, the CIP is being updated in 2014.

The subject proposal would also modify the level of service (LOS) standards for parks and recreation facilities. Specifically, the Planning Commission recommended:

- Retaining the current parks LOS;
- Modifying the trails LOS; and
- Deleting the activity centers LOS.

The Parks & Recreation Commission issued recommendations relating to LOS standards for parks, trails and activity centers in June 2014 (attached). It should also be noted that the Growth Management Act does not require that a local comprehensive plan contain level of service standards for facilities that are not necessary for development, such as activity centers. Rather, County facility managers may propose and elected officials may authorize improvements to activity centers, such as senior centers, when needed.

Planning & Development Services is requesting Council committee consideration of these amendments on Oct. 14. It is anticipated that the County Council will make a final decision on these amendments along with approval of the biennial budget.

Thank you for your review of this matter.
MEMORANDUM

TO: Matt Aamot
FROM: Michael McFarlane
DATE: June 20th, 2014
RE: Parks & Recreation Commission LOS and CPROS Plan

At last night’s meeting the Parks and Recreation Commission met and recommends the following:

A. The Comprehensive Parks, Recreation and Open Space (PROS) plan not be adopted by reference as part of the County’s Comprehensive Plan. They would like the PROS plan to continue to be identified in and used to inform the comprehensive plan on park, recreation and open space issues. This rational would allow for greater flexibility when modifying and updating the PROS plan and better response to changing park and recreation trends.

B. Levels of Service
   1. Eliminate the current LOS for activity centers. Rational is that the capacity and ability to accommodate increases is based upon building size and programming. As the population increases, this increase could be accommodated with a building addition, a larger building or programming changes and would not necessarily require an additional center being added.

   2. Trail LOS be based on shared use trails rather than single use (i.e. mountain bike, hiking or equestrian only). Rational: if LOS isn’t going to be adopted for each type of trail (as identified in the PROS plan), then a shared use trail definition better defines the trail LOS. Current inventory of shared use trails- 49.40 miles

   3. Park LOS be changed from developed park acreage per capita to number of developed regional parks per capita. Rational: The department has many acres of park lands restricted for development or purposely acquired for conservancy purposes. Looking at a park in its entirety is a better measurement as use is dependent upon the park’s purpose, primary attraction(s) and amenities, not acreage. Current inventory of regional parks- 16 developed, 1 under development (opening 2016), 3 undeveloped.
ORDINANCE NO. ______________

ADOPTING THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR WHATCOM COUNTY FACILITIES (2015-2020)
AND AMENDING LEVEL OF SERVICE STANDARDS

WHEREAS, The Whatcom County Council initiated the subject amendments for review in 2014; and

WHEREAS, Six-Year Capital Improvement Program (CIP) for Whatcom County facilities is reviewed every other year and is due for an update in 2014; and

WHEREAS, Local governments have discretion to set and modify level of service (LOS) standards under the Growth Management Act (GMA). Additionally, the GMA does not require that a local comprehensive plan must contain LOS standards for activity centers; and

WHEREAS, The Whatcom County Planning Commission held a public hearing on September 25, 2014; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The proposal is to amend the Whatcom County Comprehensive Plan as follows:
   a. Modifying the level of service standard for trails in chapter 4 of the comprehensive plan;
   b. Deleting the level of service standard for activity centers in chapter 4 of the comprehensive plan;
   c. Adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2015-2020; and
   d. Repealing the existing Six-Year CIP for Whatcom County Facilities 2013-2018.

2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 5, 2014.

3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on September 9, 2014.
4. The proposal was posted on the County website on September 10, 2014.

5. Notice of the Planning Commission hearing and that the proposal had been posted on the County website was sent to citizen, media, cities and other groups on the County’s e-mail list on September 11, 2014.

6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 12, 2014.

7. The Planning Commission held a public hearing on the subject amendments on September 25, 2014.

8. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County must find all of the following:

   a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

   b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

   c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

      i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

      ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

      iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

   d. The amendment does not include or facilitate spot zoning.
e. Amendments that propose the expansion of an urban growth area boundary are required to acquire development rights from a designated TDR sending area, with certain exceptions.

**Growth Management Act**

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

10. GMA planning goal # 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

11. The subject amendments include updating the Six-Year CIP for Whatcom County Facilities for the 2015-2020 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.

12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

   a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

   b. A forecast of the future needs for such capital facilities.

   c. The proposed locations and capacities of expanded or new capital facilities.

   d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

   e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

13. The Six-Year CIP for Whatcom County Facilities contains an inventory of existing County owned or operated facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and other relevant factors, proposed expanded or new County capital facilities, costs and funding sources.

14. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.
County-Wide Planning Policies

15. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.

16. The CIP identifies County park, trail, transportation and other improvements as contemplated by the County Wide Planning Policies.

Interlocal Agreements

17. Existing inter-local agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning new road construction projects within the city’s urban growth area. The inter-local agreements also provide joint planning for parks.

18. The County Engineer indicated on September 5, 2014 that the County sends a copy of the six-year transportation improvement program to cities prior to approval, requests comments, and informs cities of the hearing date. The Whatcom County Parks Director confirmed on September 5, 2014 that the County Parks’ staff maintains a consistent working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the inter-local agreements is occurring.

Further Studies/Changed Conditions

19. The Whatcom County Comprehensive Plan calls for an update of the Six-Year Capital Improvement Program for County facilities every other year. Specifically, Policy 4B-1 is to:

   Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.

20. A revised capital improvement program has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.

Public Interest

21. The Six-Year CIP for County facilities from 2015 to 2020 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County’s growth and development plans.
22. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County’s ability to provide public facilities by planning ahead for such facilities.

23. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, general government buildings and sites, Sheriff's Office facilities, emergency management facilities, correction facilities, stormwater facilities, and transportation improvements to serve the people of Whatcom County. Planning for such County facilities is in the public interest.

Spot Zoning

24. The subject proposal does not involve rezoning property.

Level of Service Standard Modifications

25. A level of service standard for activity centers is set forth in the current Whatcom County Comprehensive Plan.

26. The “Growth Management Act – Procedural Criteria for Adopting Comprehensive Plans and Development Regulations” state that counties are not required to set level of service standards for facilities that are not “necessary for development” (WAC 365-196-415(2)(b)).

27. Whatcom County will continue to monitor and evaluate the need for activity center improvements. However, such facilities are not necessary for development (WAC 365-196-415(2)(b)). Therefore, the level of service standard for such facilities may be removed from the Comprehensive Plan.

28. Additionally, the level of service standard for trails is being modified to better reflect the County’s planning and funding of improvements.

CONCLUSIONS

1. The proposed amendments conform to applicable requirements of the Growth Management Act.

2. The proposed amendments satisfy the approval criteria of WCC 2.160.080.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Whatcom County Comprehensive Plan Chapter 4 (Capital Facilities) is hereby amended as shown on Exhibit A.

Section 2. The Six-Year Capital Improvement Program for Whatcom County Facilities 2015-2020 (Appendix F of the Whatcom County Comprehensive Plan) is hereby adopted as shown on Exhibit B.

Section 3. The Whatcom County Six-Year Capital Improvement Program for Whatcom County Facilities 2013-2018 is hereby repealed as shown on Exhibit C.

Section 4. 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 ______________, 2014.

ATTEST: 

Dana Brown-Davis, Council Clerk

Carl Weimer, Chairperson

APPROVED as to form: 

( ) Approved ( ) Denied

Jack Louws, Executive

Date: ____________________
Exhibit A

Amend the Capital Facilities chapter of the Whatcom County Comprehensive Plan (Chapter 4) as follows:

Policy 4G-2: Adopt the following level of service standards for park facilities:

- developed parks: 9.6 acres per 1,000 population
- trails: 0.6 to 0.32 of a mile per 1,000 population
- activity centers: five centers per 100,000 population
Exhibit B

Six-Year Capital Improvement Program
For Whatcom County Facilities
2015-2020
## Table of Contents

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Chapter 1 – Introduction

The Growth Management Act requires that the County’s Comprehensive Plan include a “capital facilities plan element” (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program (CIP) for County projects every two years. The main purpose of the Capital Improvement Program is to identify priority capital improvement projects and estimated costs, outline a schedule for project completion, and designate funding sources for these projects based on a review of existing and projected population and revenue conditions for the six year planning period.

Growth Management Act Requirements

According to the Growth Management Act, a county’s capital facilities plan must include five items, which are shown below.

A. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

B. A forecast of the future needs for such capital facilities.

Chapter 4 of the Whatcom County Comprehensive Plan establishes “level of service” standards for County parks, trails, correction facilities, and administrative facilities (i.e. Sheriff’s office space). Level of service standards are expressed in miles of trails needed for every 1,000 people in the County, square feet of Sheriff’s office space needed to serve each person in unincorporated areas, etc. Capital facility needs are forecasted over the six-year planning period by applying the adopted level of service for a given facility to the expected population in the year 2020 or by considering other relevant factors.

C. Proposed locations and capacities of expanded or new capital facilities.

General locations and capacities (trail miles, jail beds, etc.) of proposed County facilities are indicated in this document.

D. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.
This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2014 dollars). There are a variety of funding sources that the County utilizes to pay for capital facilities, including real estate excise taxes, the public utilities improvement fund (also known as the Economic Development Initiative or EDI fund), grants and a variety of other funds. It is anticipated that the County’s largest project in the six-year planning period, the new jail, will require voter approval of an additional revenue stream.

Revenue and expenditure projections for roads and related non-motorized facilities are set forth in documents associated with the six-year transportation improvement program.

E. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).

Charter Provisions and the County Budget

In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriation for 2015-2016 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2017-2020 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.

Contracting for Services

Whatcom County may contract with other entities, such as the Council of Governments and the Northwest Regional Council, for vital community services. These contracts represent County participation in providing essential services, alongside other partners, without the need to construct County owned capital facilities, which can be very costly.
Chapter 2 – Parks, Trails, and Activity Centers

Parks

The 2014 inventory of County parks and open space areas is more than 15,000 acres. This inventory is shown below.

Existing Parks

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Park Name and Location</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon Park, 7499 Alderson Rd.</td>
<td>69.80</td>
</tr>
<tr>
<td>2</td>
<td>Deming Eagle Homestead Park, Truck Rd.</td>
<td>28.50</td>
</tr>
<tr>
<td>3</td>
<td>Hovander Homestead Park and Tennant Lake, 5299 Nielsen Rd.</td>
<td>338.30</td>
</tr>
<tr>
<td>4</td>
<td>Interurban Trail/Teddy Bear Cove Parkway, Chuckanut Dr.</td>
<td>11.19</td>
</tr>
<tr>
<td>5</td>
<td>Jackson Rd. Beach Access, Birch Bay</td>
<td>0.15</td>
</tr>
<tr>
<td>6</td>
<td>Jensen Family Forest Park, Stein Rd. and Birch Bay Lynden Rd.</td>
<td>21.70</td>
</tr>
<tr>
<td>7</td>
<td>Josh VanderYacht Park, 4106 Valley Highway</td>
<td>1.99</td>
</tr>
<tr>
<td>8</td>
<td>Lake Whatcom Park, North Shore Rd.</td>
<td>4,686.50</td>
</tr>
<tr>
<td>9</td>
<td>Lighthouse Marine Park, 811 Marine Dr. in Point Roberts</td>
<td>24.30</td>
</tr>
<tr>
<td>10</td>
<td>Lily Point Marine Park, East end of APA Rd. in Point Roberts</td>
<td>274.00</td>
</tr>
<tr>
<td>11</td>
<td>Lummi Island Overlook, Nugent Rd.</td>
<td>0.16</td>
</tr>
<tr>
<td>12</td>
<td>Maple Beach, Boundary Bay Rd. in Point Roberts</td>
<td>0.50</td>
</tr>
<tr>
<td>13</td>
<td>Monument Park, Marine Dr. and Roosevelt in Point Roberts</td>
<td>7.30</td>
</tr>
<tr>
<td>14</td>
<td>Northwest Soccer Park/Baseball &amp; Softball Complex</td>
<td>36.50</td>
</tr>
<tr>
<td>15</td>
<td>Nugent's Corner Access, 3671 Mt. Baker Highway</td>
<td>16.50</td>
</tr>
<tr>
<td>16</td>
<td>Point Whitehorn Marine Reserve, Koehn Rd.</td>
<td>55.30</td>
</tr>
<tr>
<td>17</td>
<td>Samish Park, 673 N. Lake Samish Dr.</td>
<td>26.40</td>
</tr>
<tr>
<td>18</td>
<td>Semiahmoo Park, 9261 Semiahmoo Parkway</td>
<td>304.00</td>
</tr>
<tr>
<td>19</td>
<td>Silver Lake Park, 9187 Silver Lake Rd.</td>
<td>410.40</td>
</tr>
<tr>
<td>20</td>
<td>Squires Lake Park, 135 Old Highway 99 North Rd.</td>
<td>82.30</td>
</tr>
<tr>
<td>21</td>
<td>Stimpson Family Nature Reserve, Lake Louise Rd.</td>
<td>376.10</td>
</tr>
<tr>
<td>22</td>
<td>Sunset Beach, West Shore Dr. on Lummi Island</td>
<td>2.25</td>
</tr>
<tr>
<td>23</td>
<td>Sunset Farm, 7989 Blaine Rd.</td>
<td>70.00</td>
</tr>
<tr>
<td>24</td>
<td>Ted Edwards Park, Oriental Ave.</td>
<td>3.85</td>
</tr>
<tr>
<td>25</td>
<td>Welcome Bridge Access, Mosquito Lake Rd.</td>
<td>0.50</td>
</tr>
<tr>
<td>26</td>
<td>Birch Bay Shoreline Properties</td>
<td>11.35</td>
</tr>
<tr>
<td>27</td>
<td>Canyon Lake Community Forest</td>
<td>2,266.00</td>
</tr>
<tr>
<td>28</td>
<td>Chuckanut Mountain Park</td>
<td>973.10</td>
</tr>
<tr>
<td>30</td>
<td>Lookout Mountain Forest Preserve</td>
<td>4,430.30</td>
</tr>
<tr>
<td>31</td>
<td>Plantation Rifle Range</td>
<td>60.00</td>
</tr>
<tr>
<td>32</td>
<td>South Fork Regional Park</td>
<td>550.30</td>
</tr>
<tr>
<td>33</td>
<td>Halverson Park</td>
<td>5.60</td>
</tr>
<tr>
<td>34</td>
<td>Roeder Home</td>
<td>1.00</td>
</tr>
</tbody>
</table>

TOTAL 15,146.14
Future Needs

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. The County's existing parks will meet the adopted level of service over the six-year planning period. However, the County is proposing park improvement projects to increase quality of existing park facilities and develop the South Fork Park to meet the longer term needs of a growing population.

Proposed Improvement Projects

Park improvement projects, totaling more than $2 million, are proposed over the six-year planning period. These costs would be paid by real estate excise taxes (REET), the Nesset Foundation and the Park Improvement Fund as shown in the table at the end of this chapter.
Trails

Whatcom County currently has 65.46 miles of trails in various locations throughout the County. This inventory is shown below.

Existing Trails

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Trail Name and Location</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon/Bay Crest Trail</td>
<td>0.75</td>
</tr>
<tr>
<td>2</td>
<td>Bay to Baker Maple Falls - Glacier</td>
<td>4.00</td>
</tr>
<tr>
<td>3</td>
<td>Canyon Lake Community Forest</td>
<td>7.01</td>
</tr>
<tr>
<td>4</td>
<td>Chuckanut Mountain / Pine &amp; Cedar Lakes</td>
<td>15.52</td>
</tr>
<tr>
<td>5</td>
<td>Deming Homestead Eagle Park, Truck Rd.</td>
<td>0.30</td>
</tr>
<tr>
<td>6</td>
<td>Euclid Park</td>
<td>0.05</td>
</tr>
<tr>
<td>7</td>
<td>Hovander Homestead Park</td>
<td>3.20</td>
</tr>
<tr>
<td>8</td>
<td>Interurban, Chuckanut area</td>
<td>2.80</td>
</tr>
<tr>
<td>9</td>
<td>Jensen Family Forest Park, Stein Rd. and Birch Bay Lynden Rd.</td>
<td>0.67</td>
</tr>
<tr>
<td>10</td>
<td>Lake Whatcom Park</td>
<td>4.01</td>
</tr>
<tr>
<td>11</td>
<td>Lily Point, Point Roberts</td>
<td>4.16</td>
</tr>
<tr>
<td>12</td>
<td>Lookout Mountain Forest Preserve</td>
<td>4.11</td>
</tr>
<tr>
<td>13</td>
<td>Maple Creek, off Silver Lake Rd. in Maple Falls</td>
<td>1.28</td>
</tr>
<tr>
<td>14</td>
<td>Monument Park, Marine Dr. and Roosevelt in Point Roberts</td>
<td>0.35</td>
</tr>
<tr>
<td>15</td>
<td>Ostrom Conservation Site, 4304 South Pass Rd.</td>
<td>0.56</td>
</tr>
<tr>
<td>16</td>
<td>Point Whitehorn Marine Reserve, Birch Bay area</td>
<td>0.81</td>
</tr>
<tr>
<td>17</td>
<td>Samish Park, 873 N. Lake Samish</td>
<td>1.66</td>
</tr>
<tr>
<td>18</td>
<td>Semiahmoo Park</td>
<td>0.63</td>
</tr>
<tr>
<td>19</td>
<td>Silver Lake Park, 9187 Silver Lake Rd.</td>
<td>5.75</td>
</tr>
<tr>
<td>20</td>
<td>Northwest Soccer Park Trail, Smith Rd. and Northwest Dr.</td>
<td>0.38</td>
</tr>
<tr>
<td>21</td>
<td>Squires Lake, 135 Old Highway 99 North Rd.</td>
<td>2.88</td>
</tr>
<tr>
<td>22</td>
<td>Stimpson Family Nature Reserve, Lake Louise Rd.</td>
<td>4.02</td>
</tr>
<tr>
<td>23</td>
<td>Sunset Farm, 7989 Blaine Rd.</td>
<td>0.56</td>
</tr>
</tbody>
</table>

TOTAL 65.46

Future Needs

A level of service of 0.32 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, approximately 6 to 7 additional miles of trails would be needed by the year 2020 to serve the people of Whatcom County.

Proposed Improvement Projects

Trail improvement projects, totaling $638,000, are proposed over the six-year planning period. These costs would be paid by REET, the Park Improvement Fund, donations and state grants as shown in the table at the end of this chapter. These projects would add about 18 miles of trails to the County’s inventory.

Whatcom County Comprehensive Plan
Activity Centers

There are currently 13 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown below.

Existing Activity Centers

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Activity Center Name and Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon, 7511 Gemini Street</td>
</tr>
<tr>
<td>2</td>
<td>Bellingham Senior Activity Center, 315 Halleck Street</td>
</tr>
<tr>
<td>3</td>
<td>Blaine Community/Senior Center, 763 G Street</td>
</tr>
<tr>
<td>4</td>
<td>Everson Senior Center, 111 W. Main</td>
</tr>
<tr>
<td>5</td>
<td>Ferndale Senior Center, 1998 Cherry Street</td>
</tr>
<tr>
<td>6</td>
<td>Lynden Community Center, 401 Grover Street</td>
</tr>
<tr>
<td>7</td>
<td>Plantation Rifle Range, 5102 Samish Way</td>
</tr>
<tr>
<td>8</td>
<td>Point Roberts Community Center, 1487 Gulf Road</td>
</tr>
<tr>
<td>9</td>
<td>Roeder Home, 2600 Sunset Dr.</td>
</tr>
<tr>
<td>10</td>
<td>Sumas Community Center, 461 2nd Street</td>
</tr>
<tr>
<td>11</td>
<td>Van Zandt Community Hall, 4106 Valley Highway</td>
</tr>
<tr>
<td>12</td>
<td>Welcome Valley Senior Center, 5103 Mosquito Lake Rd.</td>
</tr>
<tr>
<td>13</td>
<td>East Whatcom Regional Resource Center, 8251 Kendall Rd.</td>
</tr>
</tbody>
</table>

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Community Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for activity centers. The County will budget for operation and maintenance of such facilities as needed.

Proposed Improvement Projects

Activity center improvement projects, totaling $430,000, are proposed over the six-year planning period. These costs would be paid by REET and a state grant as shown in the table below.
### Parks

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canyon Lake Comm Forest - Road Repair</td>
<td>135,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>135,000</td>
<td>2</td>
</tr>
<tr>
<td>Birch Bay Park Master Planning</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000</td>
<td>2</td>
</tr>
<tr>
<td>Hovander Homestead - Roof Replacements</td>
<td>138,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>138,000</td>
<td>2</td>
</tr>
<tr>
<td>Lighthouse Marine - Deck &amp; Playground</td>
<td>25,000</td>
<td>225,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>250,000</td>
<td>2</td>
</tr>
<tr>
<td>Lummi Island - Overlook Renovation</td>
<td></td>
<td></td>
<td>95,000</td>
<td></td>
<td></td>
<td></td>
<td>95,000</td>
<td>2</td>
</tr>
<tr>
<td>Nesset - Farm House Restoration</td>
<td>125,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>125,000</td>
<td>3</td>
</tr>
<tr>
<td>Samish - Playground Replacement</td>
<td>85,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>85,000</td>
<td>2</td>
</tr>
<tr>
<td>Silver Lake - Utility, Road and Day Use</td>
<td>145,000</td>
<td>235,000</td>
<td>225,000</td>
<td>75,000</td>
<td>100,000</td>
<td>100,000</td>
<td>880,000</td>
<td>2</td>
</tr>
<tr>
<td>South Fork - Park Development</td>
<td>129,100</td>
<td>140,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>270,000</td>
<td>2,4</td>
</tr>
</tbody>
</table>

### Trails

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Whatcom / Lookout Mt Trails</td>
<td>20,000</td>
<td>20,000</td>
<td>80,000</td>
<td>10,000</td>
<td>80,000</td>
<td>10,000</td>
<td>220,000</td>
<td>4,5,6</td>
</tr>
<tr>
<td>South Fork Park Trail</td>
<td>209,000</td>
<td>209,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>418,000</td>
<td>2,6</td>
</tr>
</tbody>
</table>

### Activity Centers

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferndale Senior Center - Roof</td>
<td></td>
<td></td>
<td>140,000</td>
<td></td>
<td></td>
<td></td>
<td>140,000</td>
<td>1</td>
</tr>
<tr>
<td>Plantation Rifle Range - HVAC</td>
<td>290,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>290,000</td>
<td>1,6</td>
</tr>
</tbody>
</table>

**TOTAL** 957,100 945,900 609,000 294,000 180,000 110,000 3,096,000

### Funding Sources

1. REET I  
2. REET II  
3. Nesset Foundation  
4. Park Improvement Fund  
5. Donations  
6. State Grant

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*Whatcom County Comprehensive Plan*  

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Chapter 3 – Maintenance and Operations

Existing Maintenance and Operations Space

The 2014 inventory of maintenance & operations/facilities management space that serves the County is 44,411 square feet. This inventory is shown below.

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central Shop, 901 W. Smith Rd. (Maintenance and Operations)</td>
<td>35,773</td>
</tr>
<tr>
<td>2</td>
<td>316 Lottie St. (Facilities Management)</td>
<td>4,978</td>
</tr>
<tr>
<td>3</td>
<td>Minimum Security Correction Facility - 2030 Division St. (Facilities Management Storage)</td>
<td>3,660</td>
</tr>
</tbody>
</table>

TOTAL 44,411

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for maintenance and operations. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement projects at the Central Shop, totaling $267,550, are proposed over the six-year planning period. These costs would be paid by the road fund and shop services mark-ups as shown in the table below.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Roof on Portable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32,550</td>
<td>1</td>
</tr>
<tr>
<td>Replace Vinyl Cover on Salt and Sand Bunker</td>
<td>60,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60,000</td>
<td>1</td>
</tr>
<tr>
<td>Exhaust System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>175,000</td>
<td>2</td>
</tr>
</tbody>
</table>

TOTAL 235,000 32,550 267,550

Funding Sources

1. Road Fund
2. Shop Services Mark-ups
Chapter 4 – General Government Buildings and Sites

Existing Office Space

The 2014 inventory of County government office space is 179,596 square feet at eight locations. This inventory is shown below.

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civic Center Annex (322 North Commercial)</td>
<td>20,279</td>
</tr>
<tr>
<td>2</td>
<td>Central Plaza Building (215 N. Commercial)</td>
<td>10,307</td>
</tr>
<tr>
<td>3</td>
<td>County Courthouse (311 Grand Avenue)</td>
<td>94,678</td>
</tr>
<tr>
<td>4</td>
<td>Forest St. Annex (1000 North Forest St.)</td>
<td>6,487</td>
</tr>
<tr>
<td>5</td>
<td>509 Girard St.</td>
<td>13,189</td>
</tr>
<tr>
<td>6</td>
<td>3373 Mt. Baker Highway</td>
<td>2,110</td>
</tr>
<tr>
<td>7</td>
<td>1500 N. State St.</td>
<td>12,281</td>
</tr>
<tr>
<td>8</td>
<td>Northwest Annex (5280 Northwest Dr.)</td>
<td>20,265</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>179,596</strong></td>
</tr>
</tbody>
</table>

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total almost $12.2 million as shown below.

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Courthouse</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Alarm Upgrade</td>
<td>25,000</td>
<td>155,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>180,000</td>
<td>1,2</td>
</tr>
<tr>
<td>Replace Roof (Over Juvenile)</td>
<td>5,000</td>
<td>75,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80,000</td>
<td>1,2</td>
</tr>
<tr>
<td>Electrical Duct Heater (Juvenile Detention)</td>
<td></td>
<td></td>
<td>14,000</td>
<td></td>
<td></td>
<td></td>
<td>14,000</td>
<td>1</td>
</tr>
<tr>
<td>Panic Alarm Replacement</td>
<td></td>
<td></td>
<td></td>
<td>25,000</td>
<td></td>
<td></td>
<td>25,000</td>
<td>1</td>
</tr>
<tr>
<td>Exterior Project</td>
<td>250,000</td>
<td>2,250,000</td>
<td>2,000,000</td>
<td></td>
<td></td>
<td></td>
<td>4,500,000</td>
<td>1,2,3</td>
</tr>
<tr>
<td><strong>1500 N. State St./Champion</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soil Clean-up</td>
<td>40,000</td>
<td>310,000</td>
<td>20,000</td>
<td>20,000</td>
<td>10,000</td>
<td></td>
<td>400,000</td>
<td>2</td>
</tr>
<tr>
<td>Remodel</td>
<td>600,000</td>
<td></td>
<td>1,400,000</td>
<td>405,000</td>
<td></td>
<td></td>
<td>2,405,000</td>
<td>2,4</td>
</tr>
<tr>
<td><strong>Civic Center</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Floor Remodel</td>
<td>200,000</td>
<td>1,050,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,250,000</td>
<td>5</td>
</tr>
<tr>
<td>2nd Floor Remodel</td>
<td></td>
<td>1,250,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,250,000</td>
<td>5</td>
</tr>
<tr>
<td>1st Floor Remodel</td>
<td></td>
<td></td>
<td>25,000</td>
<td>240,000</td>
<td></td>
<td></td>
<td>265,000</td>
<td>6</td>
</tr>
</tbody>
</table>
## 509 Girard

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk Repair</td>
<td>13,000</td>
</tr>
<tr>
<td>Parking Lot Repairs</td>
<td>9,000</td>
</tr>
<tr>
<td>Replace 2 heat pumps &amp; 1 gas pack roof unit</td>
<td>39,000</td>
</tr>
<tr>
<td>Minor Remodel</td>
<td>65,000, 70,000</td>
</tr>
<tr>
<td>Roof Maintenance</td>
<td>5,000, 55,000</td>
</tr>
<tr>
<td>Upgrade Heating Units</td>
<td>10,000, 125,000</td>
</tr>
<tr>
<td>Replace Windows</td>
<td>15,000, 105,000</td>
</tr>
</tbody>
</table>

## Central Plaza Building

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Roof</td>
<td>10,000, 115,000</td>
</tr>
<tr>
<td>Sidewalk/Asphalt Repair/Tree Removal</td>
<td>35,000</td>
</tr>
</tbody>
</table>

## Northwest Annex

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC Cooling Tower Replacement</td>
<td>86,000</td>
</tr>
</tbody>
</table>

## Sun House/E. Chestnut St.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renovation</td>
<td>230,000</td>
</tr>
</tbody>
</table>

## Multiple Locations

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC Panel Controller Upgrades</td>
<td>73,340</td>
</tr>
<tr>
<td>Parking Lot Repairs</td>
<td>8,000, 10,000</td>
</tr>
<tr>
<td>Security Video Upgrades</td>
<td>8,000, 8,000</td>
</tr>
<tr>
<td>Replace Carpets</td>
<td>65,000, 65,000, 65,000, 65,000, 65,000, 65,000, 65,000, 390,000</td>
</tr>
<tr>
<td>Painting</td>
<td>50,000, 50,000, 50,000, 50,000, 50,000, 50,000, 300,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>1,762,340, 5,741,000, 2,230,000, 1,775,000, 530,000, 115,000, 12,153,340</td>
</tr>
</tbody>
</table>

### Funding Sources
1. REET I
2. EDI
3. Inter-fund Loan
4. State Street Fund
5. Civic Center Fund
6. Road Fund
7. Donations
8. General Fund
Chapter 5 – Sheriff’s Office

Existing Sheriff’s Office Space

The 2014 inventory of Sheriff’s office space is 23,326 square feet serving the unincorporated population. This inventory is shown below.

EXISTING SHERIFF’S FACILITIES

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave)</td>
<td>15,102</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>6,000</td>
</tr>
<tr>
<td>3</td>
<td>Laurel Substation (194 W. Laurel Rd.)</td>
<td>1,800</td>
</tr>
<tr>
<td>4</td>
<td>East Whatcom Regional Resource Center (8251 Kendall Road)</td>
<td>144</td>
</tr>
<tr>
<td>5</td>
<td>Birch Bay Fire Hall</td>
<td>192</td>
</tr>
<tr>
<td>6</td>
<td>Nugent’s Corner Fire Hall</td>
<td>88</td>
</tr>
</tbody>
</table>

TOTAL 23,326

Notes:

The Sheriff’s Office also has storage facilities at various locations in Whatcom County.

The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border.

Sheriff’s Office facilities include shared space at local fire districts, which is rented or leased space not solely dedicated to Sheriff’s Office use. This space is available depending on Fire District needs and is generally subject to change with short notice.

Future Needs

A level of service of 0.26 square feet of Sheriff’s Office space per capita was adopted in the Comprehensive Plan. With anticipated population growth in unincorporated Whatcom County, the existing Sheriff’s Office space would not meet the level of service standard over the six-year planning period. Most Sheriff’s Office functions are currently based in the Public Safety Building adjacent to the Courthouse and are remote from the majority of Sheriff’s Office Bureau of Law Enforcement and Investigative Services functions that take place in unincorporated Whatcom County. This results in inefficiencies and delays. Space and design factors in current facilities preclude consolidating various functions performed throughout the agency (reception, finance, etc.) and result in redundancies. Because of these issues, and the fact that the level of service standards will not be met, existing Sheriff’s Office facilities and associated functions will be consolidated (except for “Resident Deputy” program facilities), and co-located on the site of the proposed new jail.
Proposed Improvement Projects

A new 33,000 square foot Sheriff’s Headquarters facility, co-located with the proposed new jail on LaBounty Rd. in Ferndale, is proposed within the six-year planning period. The Sheriff’s Headquarters facility would cost approximately $13 million, paid with bond proceeds that would be repaid with REET I funds, as shown below. Additionally, an awning at the existing Sheriff’s Office would be replaced.

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Awning</td>
<td>7,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,500</td>
<td>1</td>
</tr>
<tr>
<td>New Sheriff’s</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13,000,000</td>
<td>2</td>
</tr>
<tr>
<td>Headquarters</td>
<td>1,562,600</td>
<td>3,751,800</td>
<td>3,823,300</td>
<td>3,862,300</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>7,500</td>
<td>1,562,600</td>
<td>3,751,800</td>
<td>3,823,300</td>
<td>3,862,300</td>
<td></td>
<td>13,007,500</td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source**

1. REET I
2. Bonds (REET I)
Chapter 6 – Emergency Management

Existing Emergency Management Space

The 2014 inventory of Division of Emergency Management space, which is shared with the City of Bellingham, is 24,000 square feet (2,000 square feet of office space with another 22,000 square feet available for use during emergencies). The Division of Emergency Management space is located in the Whatcom Emergency Joint Coordination Center that is rented by Whatcom County and the City of Bellingham. The Center serves as the emergency operations center for both the County and the City.

EXISTING EMERGENCY MANAGEMENT/EOC FACILITIES

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whatcom Emergency Joint Coordination Center</td>
<td>24,000</td>
</tr>
<tr>
<td></td>
<td>3888 Sound Way, Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

Future Needs

The Division of Emergency Management requires both daily office space for Emergency Management and, during an actual emergency, additional space for the emergency operations center (EOC). During an emergency, the EOC may have to accommodate several hundred people in a single day. These people include a combination of elected officials, trained personnel and volunteers, who serve in a variety of capacities during the emergency.

A level of service of 0.011 square feet of emergency operations space per capita was adopted in the Comprehensive Plan. With the 2,000 square feet of shared office space and the 22,000 square feet available for the EOC during emergencies, no additional space would be needed by the year 2020 to meet the adopted level of service.

Proposed Improvement Projects

Approximately $50,000 in REET I funds will be spent in the six-year planning period to renovate the Joint Coordination Center building, as shown below. Renovations may include enhanced capability for sustained 24/7 operations and locker rooms.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000</td>
</tr>
</tbody>
</table>

Funding Source

1. REET I

Whatcom County Comprehensive Plan
Chapter 7 – Adult Corrections

Existing Jail Facilities

The County's Main Jail was designed for 148 beds, although it currently has 283 beds due to double bunking, internal remodeling and use of temporary beds. In 2013, the average daily population for the Main Jail was 258. Additionally, the jail is currently not in compliance with the Building/Fire Codes for double bunking, although a plan has been approved to bring it into compliance. Whatcom County completed construction of a 150 bed minimum security correction facility on Division St. in 2006. In 2013, the average daily population for the minimum security facility was 126. The Main Jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and the Minimum Security Correction Facility is located in the Bakerview Rd. industrial area.

EXISTING JAIL BEDS

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Jail Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave.)</td>
<td>283</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>433</strong></td>
</tr>
</tbody>
</table>

Future Needs

There are serious concerns among law and justice officials relating to jail facility needs in the community. This need has been documented by recommendations from the Whatcom County Law and Justice Plan Phase II Report (June 2000), in a report entitled Operational Review of the Whatcom County, Washington Jail (March 2004), in the Whatcom County Jail Planning Task Force Recommendations (Dec. 2011 and March 2012), and in the Whatcom County Adult Corrections Facilities & Sheriff's Headquarters Pre-Design Report (Sept. 2013).

A level of service of 1.42 beds for every 1,000 people in the County was adopted in 1997 in the Whatcom County Comprehensive Plan. However, average daily populations documented by the Corrections Bureau since 2006 have been well above the minimum number of beds required by the current level of service standard. Therefore, the County plans to review and update the existing level of service standard.

Proposed Improvement Projects

In an effort to meet the community need, the County plans to construct a new Adult Corrections Facility on LaBounty Rd. in Ferndale, tentatively scheduled to open with 521 beds. At the time this new jail is opened, the offenders at the minimum-security corrections facility would be relocated to the new facility.

Additionally, day-holding facility and sally port improvements are planned at the County Courthouse in Bellingham. The day-holding facility will accommodate
inmates for court activities. The sally port will be connected to the holding facility to allow the safe and secure transfer of inmates to and from the facility.

The cost of the proposed new jail is approximately $87,000,000. The cost of the day-holding/sally port improvements is approximately $3,000,000. These costs would be paid with bond proceeds that would be repaid with sales tax, as shown below.

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>New Jail</td>
<td>200,000</td>
<td>10,433,360</td>
<td>25,050,480</td>
<td>25,527,880</td>
<td>25,788,280</td>
<td>87,000,000</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Day-holding</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Facility &amp;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sally Port</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>200,000</td>
<td>10,433,360</td>
<td>26,050,480</td>
<td>26,527,880</td>
<td>26,788,280</td>
<td>90,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source**

1. Bonds
(Sales Tax)
Chapter 8 – Juvenile Detention

Existing Juvenile Detention Facilities

The 2014 inventory of County juvenile detention facilities includes 32 beds serving the county-wide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

EXISTING JUVENILE DETENTION BEDS

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>County Courthouse (311 Grand Ave.)</td>
<td>32</td>
</tr>
</tbody>
</table>

Future Needs

A level of service of 0.125 beds per 1,000 population was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, no additional beds would be needed by the year 2020 to meet the adopted level of service.

Proposed Improvement Projects

No improvement projects are currently proposed that would increase the number of permanent beds within the six-year planning period.
Chapter 9 – Transportation

Existing Roads

The 2013 inventory shows a total of 939.75 miles of County roads. Additionally, there are 217.5 miles of state highways in Whatcom County (including I-5). Therefore, there are approximately 1,157 miles of public roads in Whatcom County.

Future Needs

The Whatcom County Comprehensive Plan sets level of service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer-modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

Proposed Improvement Projects

The Whatcom County Six-Year Transportation Improvement Program for the years 2015 through 2020 includes preliminary planning for three proposed new road projects:

- Slater Road Connector (between Northwest Drive and Guide Meridian);
- Horton Road Connector (between Northwest Drive and Aldrich Road); and
- Lincoln Road extension (between Harborview Road and Blaine Road).

While these three projects are on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame.

The six-year plan also includes a number of bridge replacements, several reconstruction projects, and the Birch Bay Drive & Pedestrian Facility improvements, which include pedestrian and non-motorized enhancements along Birch Bay Dr.

In addition to the projects in the Six-Year Transportation Program, the Lincoln Road/Birch Point connector is a developer funded project. The project completion date is unknown.
Existing Ferry Facilities

Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

Future Needs

The Whatcom County Comprehensive Plan sets a level of service of 513 ferry passenger trips annually per capita of Lummi Island population. Based upon projected population, the Lummi ferry will not meet the adopted level of service over the six-year planning period. Therefore, it will be appropriate to either make plans to meet the LOS or consider revising the LOS standard during the next comprehensive plan update.

Proposed Improvement Projects

Although the Six-Year Transportation Plan addresses the ferry, no improvement projects that would add ferry capacity are proposed within the six-year planning period.

Total Transportation Costs

The total cost of the County transportation projects in the Six-Year Transportation Improvement Program, including both road and ferry projects, is approximately $48 million. These costs include about $36 million of County funds, with the remainder being funded by the State and Federal governments.
Chapter 10 – Stormwater Facilities

Existing Stormwater Management Facilities

The Public Works Department is responsible for design, engineering, and construction of county-owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems such as culverts and ditches on and adjacent to county roads. Others are off right-of-way facilities that control storm flows and improve water quality.

In response to increasing federal and state mandates to manage stormwater and the public’s desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater group in the Surface Water Division of the Public Works Department in 2005. The Stormwater group is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. The Engineering Services Division maintains an inventory of all road-related facilities. The Stormwater group maintains an inventory of public and private stormwater facilities in the area covered by the County’s NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds, and swales. Completed stormwater construction projects since the Public Works-Stormwater group was created in 2005 are listed below.

<table>
<thead>
<tr>
<th>Existing Site No.</th>
<th>Watershed</th>
<th>Facility Name</th>
<th>Year Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lake Whatcom</td>
<td>Geneva Stormwater Retrorts</td>
<td>2006</td>
</tr>
<tr>
<td>2</td>
<td>Lake Whatcom</td>
<td>Cable Street Reconstruction &amp; Stormwater Improvements</td>
<td>2007</td>
</tr>
<tr>
<td>3</td>
<td>Lake Whatcom</td>
<td>Lahti Drive Stormwater Improvements</td>
<td>2010</td>
</tr>
<tr>
<td>4</td>
<td>Lake Whatcom</td>
<td>Silver Beach Creek Improvements - Brownnsville Drive to E. 16th Place</td>
<td>2011</td>
</tr>
<tr>
<td>5</td>
<td>Lake Whatcom</td>
<td>Silver Beach Creek Improvements - West Tributary</td>
<td>2012</td>
</tr>
<tr>
<td>6</td>
<td>Lake Whatcom</td>
<td>Coronado-Fremont Stormwater Improvements</td>
<td>2013</td>
</tr>
</tbody>
</table>

Lake Whatcom Coronado-Fremont Stormwater Improvements
Whatcom County Public Works received an award for the West Tributary of Silver Beach Creek Stormwater Improvements (Existing Site No. 5 above). Silver Beach Creek experiences increased stormwater runoff and greater peak flows due to its developed landscape. This project was designed to substantially improve water quality and reduce flooding in an especially problematic reach of the creek. The project included reshaping and stabilizing the stream channel, installing water quality treatment swales, and installing stormwater vaults. These improvements filter phosphorus-containing sediment, alleviate flooding, reduce erosion, and promote infiltration. Project construction cost was approximately $500,000 and shared between local real estate excise tax (REET) revenues, a State of Washington Department of Ecology grant, and a federal EPA grant.

**Future Needs**

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans, including plans for Lake Whatcom and Birch Bay. The adopted plans identify work towards planning, design, engineering, and construction of capital projects intended to address stormwater issues.

**Proposed Improvement Projects**

Stormwater improvement projects, totaling almost $4.8 million, are proposed over the six-year planning period as shown below. These costs would be paid by REET, City of Bellingham funds, Flood Control Zone District (FCZD) tax revenues, and a state grant. Where appropriate, matching contributions from other beneficiaries will be sought.
### Lake Whatcom

| Project Description                                      | 2015     | 2016     | 2017     | 2018     | 2019     | 2020     | Total Cost | Funding Sources |
|-----------------------------------------------------------|----------|----------|----------|----------|----------|----------|------------|----------------|----------------|----------------|----------------|----------------|
| Academy Road Stormwater Improvements                      | 1,049,000|          |          |          |          |          | 1,049,000  | 1,2,3,4         |                |                |                |                |
| Agate Heights Estate/Bay Lane Water Quality Improvements  | 85,000   | 25,000   | 500,000  |          |          |          | 610,000    | 1,3            |                |                |                |                |
| Beaver Creek Channel Restoration                          | 95,000   | 20,000   | 450,000  |          |          |          | 565,000    | 1              |                |                |                |                |
| Cedar Hills/Euclid Stormwater Improvements                | 25,000   | 605,000  |          |          |          |          | 630,000    | 1, 3           |                |                |                |                |
| Lowel Dr. and Cedarbrook Court Stormwater Improvements    |          |          |          | 150,000  | 150,000  |          | 300,000    | 1              |                |                |                |                |
| Northshore Dr. at E. North St. Drainage System Upgrades   |          |          | 150,000  | 50,000   | 200,000  |          | 350,000    | 1              |                |                |                |                |
| Silver Beach Creek Channel Restoration                   | 150,000  | 50,000   | 550,000  |          |          |          | 750,000    | 1,3            |                |                |                |                |
| Sudden Valley Drainage System Upgrades                    | 115,000  | 25,000   | 500,000  |          |          |          | 640,000    | 1              |                |                |                |                |

### Birch Bay

| Project Description                                      | 2015     | 2016     | 2017     | 2018     | 2019     | 2020     | Total Cost | Funding Sources |
|-----------------------------------------------------------|----------|----------|----------|----------|----------|----------|------------|----------------|----------------|----------------|----------------|----------------|
| Cottonwood Dr. Drainage Improvements (matching funds)     | 85,000   |          |          |          |          |          | 85,000     | 1              |                |                |                |                |
| Harborview Rd. Culvert Replacement (matching funds)       |          |          |          |          |          |          | 95,000     | 1              |                |                |                |                |

**Total** 1,159,000 725,000 720,000 720,000 700,000 750,000 4,774,000 1

**Funding Sources**
1. REET II
2. City of Bellingham
3. FCZD tax revenue
4. State Grant

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**Whatcom County Comprehensive Plan**
Exhibit C (Repeal Existing CIP)

Six-Year Capital Improvement Program For Whatcom County Facilities 2013-2018
# Table of Contents

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Chapter 2 - Parks, Trails, and Activity Centers ....................... 5  
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Chapter 1—Introduction

The Growth-Management Act requires that the County's Comprehensive Plan include a "capital facilities plan element" (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program for County projects. The main purpose of this Capital Improvement Program is to plan County facilities to serve the people of Whatcom County over the next six years.

Growth-Management Act Requirements

According to the Growth-Management Act, a county's capital facilities plan must include five items, which are shown below:

A. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

B. A forecast of the future needs for such capital facilities.

Chapters 4 and 6 of the Whatcom County Comprehensive Plan establish "level of service" standards for County parks, administrative facilities (i.e., Sheriff's office space), correction facilities, and transportation. Level-of-service standards are expressed in acres of parkland needed for every 1,000 people in the County, square feet of Sheriff's office space needed to serve each person in the County, etc. Forecasts of future needs for capital facilities over the six-year planning period are determined by applying the adopted level of service for a given facility to the expected population in the year 2018.

C. Proposed locations and capacities of expanded or new capital facilities.

General locations and capacities (acres of parkland, jail beds, etc.) of proposed new County facilities are indicated in this document.

D. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2012 dollars). There are a variety of funding sources that the County utilizes to pay for capital facilities, including real-estate excise tax, conservation futures, the public utilities improvement fund, the jail fund and grants. One other potential source is the County's General Fund. The Finance Manager for Whatcom County indicated that, over the six-year planning period, there would be little revenue in the County's
General Fund to finance capital facilities. However, the capital facilities proposed in this Six-Year Capital Improvement Program are within the County’s funding capacity. Specifically, Whatcom County’s unused limited tax general obligation bond long-term debt capacity at the end of 2011 was $337,885,810, which far exceeds the expenditures proposed by this Six-Year Capital Improvement Program. Therefore, it would be possible to issue bonds to pay for capital facilities if revenue is increased, expenses decreased, or programs reprioritized to make debt service payments.

Revenue and expenditure projections for roads and related non-motorized facilities are set forth in the six-year transportation improvement program.

E. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).

**Charter Provisions and the County Budget**

In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriation for 2013-2014 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2015-2018 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.

**Contracting for Services**

Whatcom County may contract with other entities, such as the Council of Governments and the Northwest Regional Council, for vital community services. These contracts represent County participation in providing essential services, alongside other partners, without the need to construct County-owned capital facilities, which can be very costly.
Chapter 2—Parks, Trails, and Activity-Centers

Parks

Existing Parks and Open-Space Areas

The 2012 inventory of County-owned parks and open-space areas shows a total of 7,145 acres. This inventory, shown below, is a partial list.

Existing Parks

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Park Name and Location</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon Park, 7499 Alderson Rd.</td>
<td>68.19</td>
</tr>
<tr>
<td>2</td>
<td>Deming Eagle Homestead Park, Truck Rd.</td>
<td>33.00</td>
</tr>
<tr>
<td>3</td>
<td>Hovander Homestead Park and Tennant Lake, 5299 Nielsen Rd.</td>
<td>333.42</td>
</tr>
<tr>
<td>4</td>
<td>Interurban Trail/Teddy Bear Cove Parkway, Chuckenut Dr.</td>
<td>11.19</td>
</tr>
<tr>
<td>5</td>
<td>Jackson Rd. Beach Access, Birch Bay</td>
<td>0.15</td>
</tr>
<tr>
<td>6</td>
<td>Jensen Family Forest Park, Stein Rd. and Birch Bay Lynden Rd.</td>
<td>21.48</td>
</tr>
<tr>
<td>7</td>
<td>Josh VanderYacht Park, 4106 Valley Highway</td>
<td>1.99</td>
</tr>
<tr>
<td>8</td>
<td>Lake Whatcom Park, North Shore Rd.</td>
<td>218.00</td>
</tr>
<tr>
<td>9</td>
<td>Lighthouse Marine Park, 811 Marine Dr. in Point Roberts</td>
<td>20.49</td>
</tr>
<tr>
<td>10</td>
<td>Lilly Point Marine Park Reserve, East end of APA Rd. in Point Roberts</td>
<td>130.20</td>
</tr>
<tr>
<td>11</td>
<td>Lummi Island Overlook, Nugent Rd.</td>
<td>0.16</td>
</tr>
<tr>
<td>12</td>
<td>Maple Beach Park, Boundary Bay Rd. in Point Roberts</td>
<td>0.50</td>
</tr>
<tr>
<td>13</td>
<td>Monument Park, Marine Dr. and Roosevelt in Point Roberts</td>
<td>6.94</td>
</tr>
<tr>
<td>14</td>
<td>Northwest Soccer Park/Baseball &amp; Softball Complex, Smith Rd. and Northwest Dr</td>
<td>35.00</td>
</tr>
<tr>
<td>15</td>
<td>Nugent's Corner Access, 3671 Mt. Baker Highway</td>
<td>14.00</td>
</tr>
<tr>
<td>16</td>
<td>Point Whitehorn Marine Reserve, Koehn Rd.</td>
<td>54.10</td>
</tr>
<tr>
<td>17</td>
<td>Samish Park, 673 N. Lake Samish Dr.</td>
<td>30.61</td>
</tr>
<tr>
<td>18</td>
<td>Semiahmoo Park, 9261 Semiahmoo Parkway</td>
<td>17.92</td>
</tr>
<tr>
<td>19</td>
<td>Silver Lake Park, 9187 Silver Lake Rd.</td>
<td>412.05</td>
</tr>
<tr>
<td>20</td>
<td>Squires Lake Park, 135 Old Highway 99 North Rd.</td>
<td>84.15</td>
</tr>
<tr>
<td>21</td>
<td>Stimpson Family Nature Reserve, Lake Louise Rd.</td>
<td>371.27</td>
</tr>
<tr>
<td>22</td>
<td>Sunset Beach, West Shore Dr. on Lummi Island</td>
<td>2.25</td>
</tr>
<tr>
<td>23</td>
<td>Sunset Farm, 7989 Blaine Rd.</td>
<td>69.50</td>
</tr>
<tr>
<td>24</td>
<td>Ted Edwards Park, Oriental Ave.</td>
<td>3.85</td>
</tr>
<tr>
<td>25</td>
<td>Welcome Bridge Access, Mosquito Lake Rd.</td>
<td>0.60</td>
</tr>
<tr>
<td>26</td>
<td>Bay to Baker Trail</td>
<td>118.00</td>
</tr>
<tr>
<td>27</td>
<td>Birch Bay Shoreline Properties</td>
<td>11.35</td>
</tr>
<tr>
<td>28</td>
<td>Canyon Lake Creek Community Forest</td>
<td>2,266.00</td>
</tr>
<tr>
<td>29</td>
<td>Chuckenut Mountain Park</td>
<td>999.80</td>
</tr>
<tr>
<td>30</td>
<td>Olsen Property</td>
<td>368.70</td>
</tr>
<tr>
<td>31</td>
<td>Plantation Rifle Range</td>
<td>60.00</td>
</tr>
<tr>
<td>32</td>
<td>South Fork Regional Park</td>
<td>603.00</td>
</tr>
<tr>
<td>33</td>
<td>Halverson Park</td>
<td>5.60</td>
</tr>
<tr>
<td>34</td>
<td>Roeder Home</td>
<td>1.15</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>6,374.61</td>
</tr>
</tbody>
</table>

Whatcom County Comprehensive Plan

F-5

390
Future Parks Level of Service

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan.

Proposed Park Improvement Projects

Seven park improvement projects are proposed to provide additional park space by the year 2018. These projects would add 271 acres of parkland in Whatcom County, as shown below.

Additionally, other park and recreation improvement projects are proposed on existing parkland. These projects will add recreational facilities at these parks, but will not add acreage to the inventory. Examples include playfields, picnic areas, restrooms, and parking.

Financing for Park Improvement Projects

The total cost of the seven proposed park improvement projects is approximately $2.5 million over the six-year planning period. These costs would be paid for through grants, real estate excise tax (REET), the park improvement fund, conservation futures, and flood funds as shown below.
### Park Improvement Projects, 2013-2018

<table>
<thead>
<tr>
<th>Site No. and Project Name</th>
<th>Acres</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cherry Point / Point Whitehorn Industrial Area Access</td>
<td>35</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>150,000</td>
<td>150,000</td>
<td>300,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>2. Ditrich Park Lake Samish</td>
<td>24</td>
<td>0</td>
<td>0</td>
<td>250,000</td>
<td>250,000</td>
<td>500,000</td>
<td>1 and 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Lake Whatcom County Park South Unit</td>
<td>83</td>
<td>0</td>
<td>0</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>520,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>4. Maple Falls Park</td>
<td>73</td>
<td>0</td>
<td>150,000</td>
<td>150,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>300,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>5. Riverplace Park Ferndale</td>
<td>50</td>
<td>100,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>100,000</td>
<td>1, 2, 4 and 5</td>
</tr>
<tr>
<td>6. South Fork Regional Park, Mosquito Lake Rd.</td>
<td>0</td>
<td>0</td>
<td>250,000</td>
<td>400,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>650,000</td>
<td>1, 2 and 3</td>
</tr>
<tr>
<td>32. Sunnyside Landing Park, North Shore Rd.</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>50,000</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>100,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>271</td>
<td>100,000</td>
<td>400,000</td>
<td>730,000</td>
<td>430,000</td>
<td>530,000</td>
<td>280,000</td>
<td>2,470,000</td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source Key**

1. Grants
2. REET-H
3. Park Improvement Fund
4. Conservation Futures
5. Flood Fund

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*Whatcom County Comprehensive Plan*
Trails

Existing Trails

Whatcom County currently has 60.63 miles of trails in various locations throughout the County. This inventory is shown below:

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Trail Name and Location</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Crest, Sunset Dr. and Woodbridge Dr., Birch Bay</td>
<td>0.21</td>
</tr>
<tr>
<td>2</td>
<td>Bay Horizon, 7499 Alderson Rd.</td>
<td>0.25</td>
</tr>
<tr>
<td>3</td>
<td>Bay to Baker Maple Falls-Maple Falls Glacier</td>
<td>4.00</td>
</tr>
<tr>
<td>4</td>
<td>Canyon Lake, off Canyon Lake Rd.</td>
<td>4.50</td>
</tr>
<tr>
<td>5</td>
<td>Chuckanut Ridge</td>
<td>0.36</td>
</tr>
<tr>
<td>6</td>
<td>Deming Homestead Eagle Park, Truck Rd.</td>
<td>0.30</td>
</tr>
<tr>
<td>7</td>
<td>Hemlock, Chuckanut area</td>
<td>3.53</td>
</tr>
<tr>
<td>8</td>
<td>Hovander Marrietta Coast Millennium Trail</td>
<td>4.90</td>
</tr>
<tr>
<td>9</td>
<td>Huckleberry, Chuckanut area</td>
<td>0.43</td>
</tr>
<tr>
<td>10</td>
<td>Interurban, Chuckanut area</td>
<td>2.80</td>
</tr>
<tr>
<td>11</td>
<td>Jensen, Stein Rd. and Birch Bay Lynden Rd.</td>
<td>0.61</td>
</tr>
<tr>
<td>12</td>
<td>Lake Samish, 673 N. Lake Samish Dr.</td>
<td>1.30</td>
</tr>
<tr>
<td>13</td>
<td>Lake Whatcom Park</td>
<td>4.02</td>
</tr>
<tr>
<td>14</td>
<td>Lily Point, Point Roberts</td>
<td>4.17</td>
</tr>
<tr>
<td>15</td>
<td>Lost Lake, Chuckanut area</td>
<td>3.07</td>
</tr>
<tr>
<td>16</td>
<td>Lower Salal, Chuckanut area</td>
<td>1.30</td>
</tr>
<tr>
<td>17</td>
<td>Madrona, Chuckanut area</td>
<td>0.78</td>
</tr>
<tr>
<td>18</td>
<td>Maple Creek, off Silver Lake Rd. in Maple Falls</td>
<td>1.50</td>
</tr>
<tr>
<td>19</td>
<td>Monument Park, Marine Dr. and Roosevelt in Point Roberts</td>
<td>0.18</td>
</tr>
<tr>
<td>20</td>
<td>Olsen Property Trail, Lake Whatcom Watershed</td>
<td>4.00</td>
</tr>
<tr>
<td>21</td>
<td>Ostrom Property, 4304 South Pass Rd.</td>
<td>0.66</td>
</tr>
<tr>
<td>22</td>
<td>Pine and Cedar Lakes, Chuckanut area</td>
<td>3.87</td>
</tr>
<tr>
<td>23</td>
<td>Point Whitehorn, Birch Bay area</td>
<td>0.75</td>
</tr>
<tr>
<td>24</td>
<td>Raptor Ridge, Chuckanut area</td>
<td>0.40</td>
</tr>
<tr>
<td>25</td>
<td>Salal, Chuckanut area</td>
<td>1.18</td>
</tr>
<tr>
<td>26</td>
<td>Semiahmoo East Paved</td>
<td>0.63</td>
</tr>
<tr>
<td>27</td>
<td>Semiahmoo West Footpath</td>
<td>0.45</td>
</tr>
<tr>
<td>28</td>
<td>Silver Lake Park, 9187 Silver Lake Rd.</td>
<td>3.10</td>
</tr>
<tr>
<td>29</td>
<td>Soccer Trail, Smith Rd. and Northwest Dr.</td>
<td>0.30</td>
</tr>
<tr>
<td>30</td>
<td>Squires Lake, 135 Old Highway 99 North Rd.</td>
<td>2.14</td>
</tr>
<tr>
<td>31</td>
<td>Stimson Reserve, Lake Louise Rd.</td>
<td>4.04</td>
</tr>
<tr>
<td>32</td>
<td>Sunset, 7989 Blaine Rd.</td>
<td>0.57</td>
</tr>
<tr>
<td>33</td>
<td>Teddy Bear Cove, Chuckanut area</td>
<td>0.33</td>
</tr>
</tbody>
</table>

**TOTAL** 60.63

Future Trail Needs

A level of service of 0.60 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, an additional 71 miles of trails would be needed by the year 2018 to serve the people of Whatcom County.
Appendix F – Six-Year CIP 2013-2018

Trail Improvement Projects

Five improvement projects are proposed to provide additional trails to meet the anticipated need by the year 2018. These projects would add 71 miles of trails in Whatcom County, as shown below.

Financing for Trail Improvement Projects

The total cost of the five proposed trail improvement projects is approximately $6.2 million over the six-year planning period. These costs will be paid for through grants, REET, conservation futures, donations, and, potentially, a levy. This is an ambitious plan and funding needed to provide this level of service will, realistically, have to compete with higher priority functions of County government.

Trail Improvement Projects, 2013-2018

<table>
<thead>
<tr>
<th>Site No. and Project Name</th>
<th>Miles</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bay to Baker Trail</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>4,000,000</td>
<td>1, 3 and 4</td>
</tr>
<tr>
<td>2. Chuckanut Mountain Trails</td>
<td>2.7</td>
<td>0</td>
<td>15,000</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>30,000</td>
<td>1, 3 and 4</td>
</tr>
<tr>
<td>3. Hertz North Lake Whatcom Trail Extension</td>
<td>1</td>
<td>1,500,000</td>
<td>65,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,565,000</td>
<td>1, 2 and 5</td>
</tr>
<tr>
<td>4. South Fork Regional Park Trail</td>
<td>4.3</td>
<td>0</td>
<td>75,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>75,000</td>
<td>1, 2 and 5</td>
</tr>
<tr>
<td>5. Lake Whatcom Trails - Reconveyance Lands</td>
<td>55</td>
<td>0</td>
<td>0</td>
<td>125,000</td>
<td>125,000</td>
<td>125,000</td>
<td>175,000</td>
<td>550,000</td>
<td>1, 2 and 5</td>
</tr>
<tr>
<td>Total</td>
<td>71</td>
<td>1,500,000</td>
<td>155,000</td>
<td>1,140,000</td>
<td>1,125,000</td>
<td>1,125,000</td>
<td>1,175,000</td>
<td>6,220,000</td>
<td></td>
</tr>
</tbody>
</table>

Funding Source Key:
1—Grants
2—REET-II
3—Conservation Futures
4—Levy
5—Donations

Notes: Lake Whatcom Trails are predicated on pending Department of Natural Resources reconveyance transaction within the Lake Whatcom watershed. For the Bay to Baker Trail and Lake Whatcom Trails, trail alignments and lengths are pending land acquisition, property easement negotiation, and final trail design.
Activity-Centers

Existing Activity-Centers

There are currently 12 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown below:

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Activity Center Name and Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon, 7499 Alderson Rd.</td>
</tr>
<tr>
<td>2</td>
<td>Bellingham Senior Activity Center, 315 Halleck St.</td>
</tr>
<tr>
<td>3</td>
<td>Blaine Community/Senior Center, 763 G Street</td>
</tr>
<tr>
<td>4</td>
<td>Everson Senior Center, 111 W. Main</td>
</tr>
<tr>
<td>5</td>
<td>Ferndale Senior Center, 1998 Cherry Street</td>
</tr>
<tr>
<td>6</td>
<td>Lynden Community Center, 401 Grover Street</td>
</tr>
<tr>
<td>7</td>
<td>Plantation Rifle Range, 5102 Samish Way</td>
</tr>
<tr>
<td>8</td>
<td>Point Roberts Community Center, 1487 Gulf Road</td>
</tr>
<tr>
<td>9</td>
<td>Roeder Home, 2600 Sunset Dr.</td>
</tr>
<tr>
<td>10</td>
<td>Sumas Community Center, 461 2nd Street</td>
</tr>
<tr>
<td>11</td>
<td>Van Zandt Community Hall, 4106 Valley Highway</td>
</tr>
<tr>
<td>12</td>
<td>Welcome Valley Senior Center, 5103 Mosquito Lake Rd.</td>
</tr>
<tr>
<td>13</td>
<td>East Whatcom Regional Resource Center, 8251 Kendall Rd.</td>
</tr>
</tbody>
</table>

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Community Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

Future Activity-Center Needs

A level-of-service standard of five activity centers for every 100,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, no additional centers would be needed by the year 2018 to meet the adopted level of service.

Proposed Activity-Center Improvement Projects

No improvement projects that would add usable indoor space are proposed within the six-year planning period. Maintenance projects may be undertaken.

Financing for Activity-Center Improvement Projects

Not applicable.

Other Park and Recreation Projects

Pursuant to RCW 82.46.010, RCW 82.46.035 and WCC 3.20, the following park, trail, and recreational facility improvements have been identified as projects that will be funded or partially funded with the Real Estate Excise Tax (REET I or REET II). These are in addition to the projects identified above that will utilize REET funds.

Whatcom County Comprehensive Plan F-10
• Bay Horizon Park
  Play-fields
  Park-trails

• Birch Bay
  Restrooms, parking improvements, open-space improvements and access

• Canyon Lake
  Access-road repairs

• Coast Millennium Trail
  Trail construction

• East Whatcom Regional Resource Center
  Play-fields
  Covered-play area

• Hoelander Park—Tennant Lake
  Improve accessibility, exhibits and function in animal-contact area
  Improve vehicle access, entrance and non-motorized accessibility
  Construct new restroom building(s)
  Evaluate & rectify sinking building foundation Hoelander Home
  Reconstruct / replace Tennant Lake boardwalk
  Surface / improve parking areas and access roads
  Construct group camp area and sites
  Construct special event group picnic area and shelters
  Construct bike / pedestrian facility over Nooksack River to connect with Pioneer Park
  Improve road access into park
  Remodel interior of interpretive center
  Adapt machine shed for public use
  Boat-launch improvements
  Replace roofs and paint buildings

• Lake Whatcom Parks and Trails
  Construct two vehicle accessible bridges at Hertz Trail
  Construct day-use areas
  Construct public restrooms
  Construct / replace docks
  Develop trailheads
  Utilize residence for events

• Lighthouse Marine Park
  Resurface parking areas
  Replace playground
  Replace boardwalk and buildings
  Construct observation deck
  Cabins

• Maple Beach
  Parking
  Restrooms
- Nooksack River Trail
  Develop multi-use trail

- Northwest Annex Trail
  Surface 1.0 mile trail

- Nugent's Corner
  Open shelter
  Trail improvements
  Accessible fishing platform
  Restroom

- Olsen Property (Lookout Mountain Access)
  Restroom
  Parking improvements

- Plantation Rifle Range
  Renovate impact berm, add retaining wall and re-grade
  Resurface parking area
  Resurface access road
  Replace HVAC

- Samish Park
  Misc. accessibility/picnic improvements—precast paver access path, re-grading and gravel-resurfacing
  Replace playground
  Re-grade and resurface existing parking area and install plastic stall striping
  Survey, existing conditions; perform engineering analysis and bank stabilization and optimize parking configuration
  Repair rotted wall and pitch roof
  Improve parking area

- Semiahmoo Park
  Concession building electrical, plumbing & fixture improvements

- Silver Lake Park
  Replace park playground
  Replacement of 300'-of boardwalk
  Renovate all cabins, indoor plumbing, flooring and insulation
  Construct new shower and restroom building in campground
  Replace restroom in equestrian campground
  Install new electrical service, pads, road surfacing, water and walkways.
  Install services and surface road
  Relocate road to accommodate cabin-septic tanks, etc.
  Replace garage at residence
  Replace windows, electrical service, insulate, and siding
  Install playgrounds in campgrounds
  Repair rot, etc. in lodges
  Horse camp shelter re-roofing
  Trail improvements
  ADA improvements
  New campground and cabins

Whatcom County Comprehensive Plan F-12
- **Stimpson Family Nature Reserve**
  - Restroom

- **Sunset Farm**
  - Improve 0.5 mile trail and connect to community trail system
  - Restrooms
  - Stable Repairs
  - Landscaping

- **Teddy Bear Cove**
  - Woodstock Farm connector trail

- **Warnick Bridge**
  - Trailhead improvements

- **Miscellaneous locations**
  - Roof replacements (shop and office)
  - Insulation and siding (shop and office)
  - Parking lots
  - Landscaping
  - Stormwater improvements
  - Interpretive signs

- **Planning and Design**
  - Update Comprehensive Parks, Recreation and Open Space Plan
  - Park master plans
Chapter 3—Maintenance and Operations

Existing Maintenance and Operations Space

The 2012 inventory of maintenance & operations/facilities management space that serves the County is 44,411 square feet. This inventory is shown below:

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central Shop, 901 W. Smith Rd. (Maintenance and Operations)</td>
<td>35,773</td>
</tr>
<tr>
<td>2</td>
<td>316 Lottie St. (Facilities Management)</td>
<td>4,978</td>
</tr>
<tr>
<td>3</td>
<td>Minimum Security Correction Facility—2030 Division St. (Facilities Management Storage)</td>
<td>3,660</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>44,411</td>
</tr>
</tbody>
</table>

Proposed Maintenance and Operations Improvement Projects

No improvement projects that would add usable space are proposed within the six-year planning period. Only maintenance projects may be undertaken.

Financing Maintenance and Operations Improvement Projects

Not applicable.
Chapter 4—Government-Office Space

Existing Office Space

The 2012 inventory of County government office space is 180,769 square feet at eight locations. This inventory is shown below:

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civic Center Annex (322 North Commercial)</td>
<td>20,279</td>
</tr>
<tr>
<td>2</td>
<td>Central Plaza Building (215 N. Commercial)</td>
<td>10,307</td>
</tr>
<tr>
<td>4</td>
<td>County Courthouse (311 Grand Avenue)</td>
<td>94,678</td>
</tr>
<tr>
<td>5</td>
<td>Forest St. Annex (1000 North Forest St.)</td>
<td>6,487</td>
</tr>
<tr>
<td>6</td>
<td>509 Girard St.</td>
<td>13,189</td>
</tr>
<tr>
<td>7</td>
<td>3373 Mt. Baker Highway</td>
<td>2,110</td>
</tr>
<tr>
<td>8</td>
<td>1500 N. State St.</td>
<td>12,281</td>
</tr>
<tr>
<td>9</td>
<td>Northwest Annex (5280 and 5256 Northwest Dr.)</td>
<td>21,438</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>180,769</td>
</tr>
</tbody>
</table>

Proposed New Office Building Projects

No new buildings are proposed within the six-year planning period. Only improvement and maintenance projects in existing buildings are proposed (see chapter 11).

Financing Maintenance and Operations Improvement Projects

Not applicable.
Chapter 5—Sheriff’s Office

Existing Sheriff’s Office Space

The 2012 inventory of Sheriff’s office space is 23,962 square feet serving the unincorporated population. This inventory is shown below:

**EXISTING SHERIFF’S FACILITIES**

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave)</td>
<td>15,102</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>6,000</td>
</tr>
<tr>
<td>3</td>
<td>Inspector’s Office, Civic Center Building (322 N. Commercial)</td>
<td>920</td>
</tr>
<tr>
<td>4</td>
<td>Laurel Fire Hall (6028 Guide Meridian)</td>
<td>1,500</td>
</tr>
<tr>
<td>5</td>
<td>Kendall Satellite Office</td>
<td>160</td>
</tr>
<tr>
<td>6</td>
<td>Birch Bay Fire Hall</td>
<td>192</td>
</tr>
<tr>
<td>7</td>
<td>Nugent’s Corner Fire Hall</td>
<td>88</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>23,962</strong></td>
</tr>
</tbody>
</table>

Notes:
1. The Sheriff’s Office also has storage facilities at various locations in Whatcom County.
2. The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border.

Existing Sheriff’s Office facilities locations and square footage include shared space at local fire districts that is available depending on Fire District needs and is generally subject to change with short notice or no notice, and rented or leased space not solely dedicated to Sheriff’s Office use.

Future Sheriff’s Office Needs

A level of service of 0.26 square feet of Sheriff’s Office space per capita was adopted in the Comprehensive Plan. With projected population growth in unincorporated Whatcom County over the next six years, a small amount of additional Sheriff’s Office space (approximately 81 square feet) would be needed in 2018 to meet the adopted level of service. A plan has not been formulated at the present time to increase the Sheriff’s Office space. Therefore, either the LOS will need to be re-evaluated at the next comprehensive plan update or a plan will need to be formulated to provide additional office space in the future. Most Sheriff’s Office functions are based in the Public Safety Building adjacent to the Courthouse and are remote to the vast majority of Sheriff’s Office Bureau of Law Enforcement and Investigative Services functions that take place in unincorporated Whatcom County. This results in inefficiencies and delays. Space and design factors in current facilities preclude consolidating various functions performed throughout the agency (reception, finance, etc.) and result in redundancies. When fiscally feasible, existing Sheriff’s Office facilities and associated functions should be consolidated (except for "Resident Deputy" program facilities).
Proposed Sheriff's Office Improvement Projects

At the current time, no improvement projects that would add usable space are proposed within the six-year planning period.

Financing Maintenance and Operations Improvement Projects

Not applicable.
Chapter 6—Emergency Management/Emergency Operations Center (EOC)

Existing-Emergency Management/EOC Space

The 2012 inventory of Division of Emergency Management office space is 1,821 square feet, located in the Civic Center Annex as shown below. The active Emergency Operation Center for the county was closed in 2010. If an Emergency Operations Center is needed during an emergency, the portable building at the Central Shop, which is 3,600 square feet, is the designated site for set-up.

EXISTING EMERGENCY MANAGEMENT/EOC FACILITIES

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civic Center Annex (322 North Commercial)</td>
<td>1,821</td>
</tr>
</tbody>
</table>

TOTAL 1,821

Future-Emergency Management/EOC Needs

The Division of Emergency Management requires both daily office space for Emergency Management and, during an actual emergency, additional space for the emergency operations center (EOC). During an emergency, the EOC may have to accommodate several hundred people in a single day. These people include a combination of elected officials, trained personnel and volunteers, who serve in a variety of capacities during the emergency.

A level of service of 0.011 square feet of emergency operations space per capita was adopted in the Comprehensive Plan. With projected population growth an additional 578 square feet, over and above the existing 1,821 square feet of office space, would be needed by the year 2018 to meet the adopted level of service. However, during an emergency, when a location for an EOC is needed, there is access to the portable building at the Central Shop (approximately 3,600 square feet). This is a designated “cold site” that will require 45 minutes to 1 ½ hours to set-up.

The Division of Emergency Management may need to move out of the Civic Center Annex within the next year, as other County functions may move into this space. The County is working to develop a comprehensive and coordinated plan to re-locate Emergency Management, with the goal of assuring appropriate long-term facilities. However, this plan has not yet been finalized.

Proposed-Emergency Management/EOC Projects

No improvement projects that would add usable space are proposed within the six-year planning period.
Financing Maintenance and Operations Improvement Projects

Not applicable.
Chapter 7—Jails

Existing Jail Facilities

The main County jail was designed for 148 beds, although it currently has 283 beds due to double bunking, internal remodeling and use of temporary beds. In 2011, the average daily population for the main jail was 265. Additionally, the jail is currently not in compliance with the Building/Fire Codes for double bunking; although a plan has been approved to bring it into compliance. Whatcom County completed construction of a 150 bed minimum security correction facility on Division St. in 2006. In 2011, the average daily population for the minimum security facility was 137. The main jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and minimum security correction facility is located in the Bakerview Rd. industrial area.

EXISTING JAIL BEDS

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave.)</td>
<td>283</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>433</td>
</tr>
</tbody>
</table>

Future Jail Needs

A level of service of 1.42 beds for every 1,000 people in the County was adopted in 1997 in the Whatcom County Comprehensive Plan. Based on the actual average daily populations of the two County jail facilities, the County plans to review this level of service. Average daily populations documented by the Corrections Bureau since 2006 have been well above the minimum number of beds required by the current level of service standard. The County needs to review and update the existing level of service standard. This review will begin in 2013.

Proposed Jail Improvement Projects

There are serious concerns among law and justice officials relating to jail facility needs in the community. This need has been documented by recommendations from the Whatcom County Law and Justice Plan Phase II Report (June 2000), in a report entitled Operational Review of the Whatcom County, Washington Jail (March 2004), and in the Whatcom County Jail Planning Task Force Recommendations (Dec. 2011 and March 2012). In an effort to meet the community need, the County will be siting and constructing a Sheriff's Office New Main Jail Facility, tentatively scheduled to open with 600 beds. At the time the Sheriff's Office New Main Jail Facility is open, the offenders at the minimum-security corrections facility would be relocated to the new facility. A location for the Sheriff's Office New Main Jail Facility has not been selected. It is anticipated that the new jail facility will come on line by 2016.

Whatcom County Comprehensive Plan

F-20
Financing for Jail Improvement Projects

The cost of the proposed Sheriff's Office New Main Jail Facility is approximately $60,000,000 within the six-year planning period. These costs would be paid for through the general fund, REET-I, public utilities improvement fund, jail fund and voter and Council-approved bonds.

Jail Improvement Projects to Serve County-Wide, 2013-2018

<table>
<thead>
<tr>
<th>Site No. and Project Name</th>
<th>Beds</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sheriff's Office New Main Jail Facility</td>
<td>600</td>
<td>10,000,000</td>
<td>10,000,000</td>
<td>18,000,000</td>
<td>18,000,000</td>
<td>4,000,000</td>
<td>0</td>
<td>60,000,000</td>
<td>1,2, 3, 4 and 5</td>
</tr>
</tbody>
</table>

Note: Additional projections and analysis indicate there may be a need for more than 600 beds, but these are still under review.

Funding Source Key
1. General Fund
2. REET-I
3. Public Utilities Improvement Fund
4. Jail Fund
5. Bonds
Chapter 8—Juvenile Detention

Existing Juvenile Detention Facilities

The 2012 inventory of County juvenile detention facilities includes 32 beds serving the county-wide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

EXISTING JUVENILE DETENTION BEDS

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>County Courthouse (311 Grand Ave.)</td>
<td>32</td>
</tr>
</tbody>
</table>

Future Juvenile Detention Needs

A level of service of 0.125 beds per 1,000 population was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, no additional beds would be needed by the year 2018 to meet the adopted level of service.

Proposed Juvenile Detention Projects

No improvement projects are currently proposed that would increase the number of permanent beds within the six year planning period.

Financing for Juvenile Detention Improvement Projects

Not applicable.
Chapter 9—Transportation

Roads

Existing Roads

The 2011 inventory shows a total of 941.5 miles of County roads. Additionally, there are 217.5 miles of state highways in Whatcom County (including I-5). Therefore, there are approximately 1,159 miles of public roads in Whatcom County.

Future Road Needs

The Whatcom County Comprehensive Plan sets level-of-service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

Proposed Improvement Projects

The Whatcom County Council approved the Six-Year Transportation Improvement Program for the years 2013 through 2018 under Resolution No. 2012-023. This six-year plan includes preliminary planning for two proposed new road projects:

- Horton Road Connector (between Northwest Drive and Aldrich Road); and
- Lincoln Road extension (between Harborview Road and Blaine Road).

While these two projects are on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame.

The six-year plan also includes a number of bridge replacements, several reconstruction projects, and the Birch Bay Drive & Pedestrian Facility improvements, which include pedestrian and non-motorized enhancements along Birch Bay Dr. from Alderson Rd. to Harborview Rd.

In addition to the projects in the Six-Year Transportation Program, the Lincoln Road/Birch Point connector is a developer-funded project. The project completion date is unknown because of current economic conditions.
Financing for Improvement Projects

The total cost of the County transportation projects in the Six-Year Transportation Improvement Program is $48,236,000. These costs include $24,705,000 of County funds, with the remainder being funded by the State and Federal governments. These costs are shown in greater detail in Resolution No. 2012-023.

Lummi Ferry

Existing Ferry Facilities

Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

Future Ferry Needs

The Whatcom County Comprehensive Plan sets a level of service of 513 ferry passenger trips annually per capita of Lummi Island population. Based upon projected population, the Lummi ferry will not meet the adopted level of service over the six-year planning period.

The Whatcom County Comprehensive Plan sets a level of service of 513 ferry passenger trips annually per capita of Lummi Island population. Based upon projected population, the Lummi ferry will not meet the adopted level of service over the six-year planning period. Therefore, it will be appropriate to consider revising the LOS standard during the next comprehensive plan update.

Proposed Ferry Improvement Projects

No improvement projects that would add ferry capacity are proposed within the six-year planning period.

Financing for Ferry Improvement Projects

No improvement projects that would add ferry capacity are proposed within the six-year planning period. Other ferry improvement costs are shown on the Six-Year Transportation Improvement Program.
Chapter 10—Stormwater and Flood Protection Facilities

Stormwater

Existing Stormwater Management Facilities

Public Works Department is responsible for the design, engineering, and construction of county-owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems, such as culverts and ditches, on and adjacent to county roads. Others are off-right-of-way facilities that control stormflows and improve water quality.

In response to (1) increasing federal and state mandates to manage stormwater and (2) the public’s desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater Section in the Surface Water Division of the Public Works Department in 2005. The Stormwater Section is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. Engineering Services Division maintains an inventory of all road-related facilities. The Surface Water Division maintains an inventory of public and private stormwater facilities in the area covered by the county’s NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds and swales. Stormwater projects that have been constructed since the Public Works Stormwater Section was created in 2005 are listed below:

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Watershed</th>
<th>Facility Name</th>
<th>Year Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lake Whatcom</td>
<td>Geneva stormwater retrofit</td>
<td>2006</td>
</tr>
<tr>
<td>2</td>
<td>Lake Whatcom</td>
<td>Cable Street reconstruction &amp; stormwater improvements</td>
<td>2007</td>
</tr>
<tr>
<td>3</td>
<td>Lake Whatcom</td>
<td>Lahti Drive stormwater improvements</td>
<td>2010</td>
</tr>
<tr>
<td>4</td>
<td>Lake Whatcom</td>
<td>Silver Beach Creek improvements - Browneville Drive to E 16th Place</td>
<td>2011</td>
</tr>
</tbody>
</table>
Whidbey Island Public Works received several awards for the Silver Beach Creek improvements, which were completed in 2011 (existing site no. 4 above). Silver Beach Creek experiences increased stormwater runoff and greater peak flows due to its developed landscape. This project is designed to substantially improve water quality and reduce flooding in an especially problematic reach of the creek. The project included reshaping and stabilizing the stream channel, installing water quality treatment swales, and installing stormwater vaults. These improvements filter phosphorus-containing sediment, alleviate flooding, reduce erosion, and promote infiltration. Project construction cost was approximately $900,000 and shared between local real estate excise tax (REET) revenues and a federal EPA grant.

**Financing for Stormwater Projects**

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans for Lake Whatcom and Birch Bay. A similar plan is currently being developed by the Lake Samish community. The adopted plans identify work toward planning, design, engineering, and construction of capital projects intended for the next six years.

Capital facilities that may be constructed during the next six years are listed below. Projects are expected to be financed by a combination of REET grants, countywide Flood Control Zone District tax revenues, local Flood Control fees and, potentially, the county general fund. Where appropriate, matching contributions from other beneficiaries will be sought.
### Lake Whatcom Stormwater Projects 2013–2018

<table>
<thead>
<tr>
<th>Project Name</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Velocity and volume reductions, Coronado</td>
<td>290,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>290,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>2. Natural drainage retrofits, Strawberry sub-basin</td>
<td>330,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>330,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>3. Euclid Ave/Cedar Hills Install rain gardens, filter vaults and swales</td>
<td>0</td>
<td>500,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>500,000</td>
<td>1 and 3</td>
</tr>
<tr>
<td>4. Velocity and volume reductions, Agate Bay Lane</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
<td>1 and 3</td>
</tr>
<tr>
<td>5. Water Quality protection, Agate Heights Reduce ditch erosion and install bio-infiltration swales</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
<td>1 and 3</td>
</tr>
<tr>
<td>6. Stream restoration, Beaver Creek</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>220,000</td>
<td>0</td>
<td>0</td>
<td>220,000</td>
<td>1 and 3</td>
</tr>
<tr>
<td>7. Sudden Valley, water quality improvements Drainage system upgrades and water quality facilities</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>8. Velocity reductions, Toad Lake at Academy Rd.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>400,000</td>
<td>0</td>
<td>400,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>9. Silver Beach Creek main channel restoration below Hills Dale</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>450,000</td>
<td>450,000</td>
<td>1 and 2</td>
</tr>
<tr>
<td>10. Lake Whatcom Blvd. stormwater improvements Vaults and roadside treatments</td>
<td>150,000</td>
<td>600,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>750,000</td>
<td>1, 2 and 4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>770,000</td>
<td>1,100,000</td>
<td>400,000</td>
<td>420,000</td>
<td>400,000</td>
<td>450,000</td>
<td>3,540,000</td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source Key**

1. REEF-III  
2. Grants  
3. Flood Control Zone District taxes  
4. Local Flood Control Subzone District Fees
## Birch Bay Stormwater Projects 2013–2018

<table>
<thead>
<tr>
<th>Project Name</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cottonwood By-pass&lt;br&gt;Re-route to new outlet and installation of water quality treatment facilities</td>
<td>400,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>400,000</td>
<td>1, 2, and 4</td>
</tr>
<tr>
<td>2. Cottonwood-Fern &amp; Beachway Neighborhood drainage improvement</td>
<td>150,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>150,000</td>
<td>1, 2, and 4</td>
</tr>
<tr>
<td>3. Shintaffer Road/Deer Creek, Partial re-route to new upgraded outlet water quality treatment facilities</td>
<td>0</td>
<td>425,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>425,000</td>
<td>1, 2, and 4</td>
</tr>
<tr>
<td>4. Roger’s Slough, System upgrades to reduce flooding and provide water quality treatment facilities</td>
<td>50,000</td>
<td>0</td>
<td>250,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>300,000</td>
<td>1, 2, and 4</td>
</tr>
<tr>
<td>5. Birch Bay Dr., Stormwater upgrades to beach outfalls</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>500,000</td>
<td>0</td>
<td>0</td>
<td>500,000</td>
<td>1, 2, 3, and 4</td>
</tr>
<tr>
<td>6. Point Whitehorn, Drainage upgrade and water quality facility installation</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
<td>0</td>
<td>200,000</td>
<td>1, 2, and 4</td>
</tr>
<tr>
<td>7. Central Birch Bay&lt;br&gt;Establish one or more drainage routes from upland to bay, install or upgrade conveyance system and develop water quality treatment facilities</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>750,000</td>
<td>750,000</td>
<td>1, 2, and 4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>600,000</td>
<td>425,000</td>
<td>250,000</td>
<td>500,000</td>
<td>200,000</td>
<td>750,000</td>
<td>2,725,000</td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source Key**

1. REET-II
2. Grants
3. Flood Control Zone District taxes
4. Local Flood Control Subzone District Fees

## Lake Samish Stormwater Projects 2013–2018

<table>
<thead>
<tr>
<th>Project Name</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lake Samish&lt;br&gt;Stormwater Plan</td>
<td>30,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>30,000</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>30,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>30,000</td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source Key**

1. REET-II
2. Grants
3. Flood Control Zone District taxes
4. Local Flood Control Subzone District Fees
Flood Protection

Existing Flood Protection Facilities

Whatcom County has been involved in river management and protection of infrastructure for decades. In response to the devastating floods in 1990, the County established a County-wide Flood Control Zone District to address the natural hazards associated with river flooding, lowland flooding, landslides, and coastal storms. Projects range from repairs to existing flood control facilities after flood events, to flood hazard reduction projects that typically result from a comprehensive flood hazard management planning process. Significant flood projects that have been constructed since 2000 are listed below:

<table>
<thead>
<tr>
<th>Existing Site No.</th>
<th>Location</th>
<th>Project Name</th>
<th>Year Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>South Fork Nooksack</td>
<td>Saxon Bank Stabilization Project</td>
<td>2001</td>
</tr>
<tr>
<td>2</td>
<td>Near Sumas</td>
<td>Saar Creek Sediment Trap</td>
<td>2003</td>
</tr>
<tr>
<td>3</td>
<td>Near Everson</td>
<td>Everson Overflow Bank Stabilization Project</td>
<td>2006</td>
</tr>
<tr>
<td>4</td>
<td>Near Ferndale</td>
<td>Bertrand Creek Levee Setback Project</td>
<td>2008</td>
</tr>
<tr>
<td>5</td>
<td>Deming</td>
<td>Deming Levee Rehabilitation Project</td>
<td>2008</td>
</tr>
<tr>
<td>6</td>
<td>Near Ferndale</td>
<td>Hovander Park Levee Setback Project</td>
<td>2010</td>
</tr>
<tr>
<td>7</td>
<td>Varies</td>
<td>Acquisition of flood-prone properties</td>
<td>on-going</td>
</tr>
</tbody>
</table>

Financing for Flood Protection Projects

Capital facilities that may be constructed during the next six years are listed below. Projects are expected to be financed by a combination of real estate excise taxes (REET), grants, countywide Flood Control Zone District tax revenues, local Flood Control and Diking district fees and, potentially, the county general fund. Where appropriate, matching contributions from other beneficiaries will be sought.
### Flood Protection Projects 2013-2018

<table>
<thead>
<tr>
<th>Project Name</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Canyon Creek Fish Habitat Restoration and Flood Protection</td>
<td>2,226,000</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,276,000</td>
<td>2 and 3</td>
</tr>
<tr>
<td>2. Deming School and Tribal Treatment Facilities Flood Protection</td>
<td>300,000</td>
<td>1,250,000</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,800,000</td>
<td>1,2,3 and 4</td>
</tr>
<tr>
<td>3. Jones Creek Deflection Berm Debris Flow Protection and Turkington Rd. bridge reconfiguration</td>
<td>675,000</td>
<td>325,000</td>
<td>2,000,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3,000,000</td>
<td>1,2,3 and 4</td>
</tr>
<tr>
<td>4. Swift Creek and Sumas River Bridges Sediment Management</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>150,000</td>
<td>1,2,3 and 4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>3,226,000</td>
<td>1,850,000</td>
<td>2,075,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>7,026,000</td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source Key**

1. REET-II
2. Grants
3. Flood Control Zone District taxes
4. Local Flood Control Subzone District Fees
Chapter 11—Improvements to Existing Buildings

Whatcom County plans to make the following improvements to existing buildings within the six-year planning period to maintain or enhance the function of these structures.

### Improvement to Existing Buildings, 2013–2018

<table>
<thead>
<tr>
<th>Project Name</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Civic Center Annex - Repair &amp; retrofit, HVAC, engineering, lighting, and exterior repair</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,000,000</td>
<td>1, 2, 3 and 5</td>
</tr>
<tr>
<td>2. Upgrade jail and juvenile controls and improve exiting</td>
<td>1,400,000</td>
<td>1,000,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,400,000</td>
<td>1, 3, 4 and 5</td>
</tr>
<tr>
<td>3. Courthouse - Exterior engineering evaluation and repairs</td>
<td>100,000</td>
<td>300,000</td>
<td>1,000,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,400,000</td>
<td>1, 2 and 3</td>
</tr>
<tr>
<td>4. Courthouse - window replacement</td>
<td>0</td>
<td>250,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>250,000</td>
<td>1 and 3</td>
</tr>
<tr>
<td>5. Courthouse - Full suite courtroom and judicial hearing room</td>
<td>200,000</td>
<td>1,000,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,200,000</td>
<td>3 and 7</td>
</tr>
<tr>
<td>6. Reconfiguration of Triage - Engineering evaluation and remodel</td>
<td>0</td>
<td>120,000</td>
<td>0</td>
<td>800,000</td>
<td>0</td>
<td>0</td>
<td>920,000</td>
<td>2, 3, and 6</td>
</tr>
<tr>
<td>7. Reconfiguration of Old Jail - Engineering and remodel</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>120,000</td>
<td>800,000</td>
<td>0</td>
<td>920,000</td>
<td>4</td>
</tr>
<tr>
<td>8. Northwest Annex - Engineering and remodel</td>
<td>0</td>
<td>0</td>
<td>120,000</td>
<td>800,000</td>
<td>0</td>
<td>0</td>
<td>920,000</td>
<td>2 and 3</td>
</tr>
<tr>
<td>9. Whatcom County Buildings Interior Painting</td>
<td>50,000</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>100,000</td>
<td>3</td>
</tr>
<tr>
<td>10. Central Plaza Building Engineering &amp; Replacement</td>
<td>10,000</td>
<td>65,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>75,000</td>
<td>3</td>
</tr>
<tr>
<td>11. Courthouse Exit Light Replacement</td>
<td>35,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>35,000</td>
<td>3</td>
</tr>
<tr>
<td>12. Central Plaza Building Exterior Building Envelope Repairs &amp; Maintenance</td>
<td>10,000</td>
<td>40,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>50,000</td>
<td>3</td>
</tr>
</tbody>
</table>

**Total** | 2,805,000 | 3,705,000 | 1,240,000 | 920,000 | 1,800,000 | 0 | 10,270,000 |
Chapter 12 — Costs by Project Category

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>100,000</td>
<td>400,000</td>
<td>730,000</td>
<td>430,000</td>
<td>530,000</td>
<td>280,000</td>
<td>2,470,000</td>
<td>1.76%</td>
</tr>
<tr>
<td>Trails</td>
<td>1,500,000</td>
<td>155,000</td>
<td>1,140,000</td>
<td>1,125,000</td>
<td>1,125,000</td>
<td>1,175,000</td>
<td>6,220,000</td>
<td>4.43%</td>
</tr>
<tr>
<td>Sheriff's Office New Jail</td>
<td>10,000,000</td>
<td>10,000,000</td>
<td>18,000,000</td>
<td>18,000,000</td>
<td>4,000,000</td>
<td>0</td>
<td>60,000,000</td>
<td>42.70%</td>
</tr>
<tr>
<td>Transportation</td>
<td>18,906,000</td>
<td>11,205,000</td>
<td>4,470,000</td>
<td>4,552,000</td>
<td>4,552,000</td>
<td>4,551,000</td>
<td>46,236,000</td>
<td>34.33%</td>
</tr>
<tr>
<td>Stormwater</td>
<td>1,400,000</td>
<td>1,525,000</td>
<td>650,000</td>
<td>920,000</td>
<td>600,000</td>
<td>1,200,000</td>
<td>6,295,000</td>
<td>4.48%</td>
</tr>
<tr>
<td>Flood Protection</td>
<td>3,226,000</td>
<td>1,650,000</td>
<td>2,075,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>7,026,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>Existing Buildings</td>
<td>2,805,000</td>
<td>3,705,000</td>
<td>1,240,000</td>
<td>920,000</td>
<td>1,600,000</td>
<td>0</td>
<td>10,270,000</td>
<td>7.31%</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td>37,937,000</td>
<td>28,640,000</td>
<td>28,305,000</td>
<td>25,972,000</td>
<td>12,432,000</td>
<td>7,231,000</td>
<td>140,517,000</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
WHATCOM COUNTY
PLANNING COMMISSION

Six-Year Capital Improvement Program and
Level of Service Amendments

FINDINGS OF FACT AND REASONS FOR ACTION

1. The proposal is to amend the Whatcom County Comprehensive Plan as follows:
   a. Modifying the level of service standard for trails in chapter 4 of the comprehensive plan;
   b. Deleting the level of service standard for activity centers in chapter 4 of the comprehensive plan;
   c. Adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2015-2020; and
   d. Repealing the existing Six-Year CIP for Whatcom County Facilities 2013-2018.

2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 5, 2014.

3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on September 9, 2014.

4. The proposal was posted on the County website on September 10, 2014.

5. Notice of the Planning Commission hearing and that the proposal had been posted on the County website was sent to citizen, media, cities and other groups on the County’s e-mail list on September 11, 2014.

6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 12, 2014.

7. The Planning Commission held a public hearing on the subject amendments on September 25, 2014.
8. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County must find all of the following:

a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

   i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
   ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
   iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

d. The amendment does not include or facilitate spot zoning.

e. Amendments that propose the expansion of an urban growth area boundary are required to acquire development rights from a designated TDR sending area, with certain exceptions.

Growth Management Act

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).

11. The subject amendments include updating the Six-Year CIP for Whatcom County Facilities for the 2015-2020 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.

12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

b. A forecast of the future needs for such capital facilities.

c. The proposed locations and capacities of expanded or new capital facilities.

d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

13. The Six-Year CIP for Whatcom County Facilities contains an inventory of existing County owned or operated facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and other relevant factors, proposed expanded or new County capital facilities, costs and funding sources.

14. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.

**County-Wide Planning Policies**

15. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
16. The CIP identifies County park, trail, transportation and other improvements as contemplated by the County Wide Planning Policies.

Interlocal Agreements

17. Existing inter-local agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning new road construction projects within the city’s urban growth area. The inter-local agreements also provide joint planning for parks.

18. The County Engineer indicated on September 5, 2014 that the County sends a copy of the six-year transportation improvement program to cities prior to approval, requests comments, and informs cities of the hearing date. The Whatcom County Parks Director confirmed on September 5, 2014 that the County Parks’ staff maintains a consistent working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the inter-local agreements is occurring.

Further Studies/Changed Conditions

19. The Whatcom County Comprehensive Plan calls for an update of the Six-Year Capital Improvement Program for County facilities every other year. Specifically, Policy 4B-1 is to:

   Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.

20. A revised capital improvement program has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.

Public Interest

21. The Six-Year CIP for County facilities from 2015 to 2020 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County’s growth and development plans.

22. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County’s ability to provide public facilities by planning ahead for such facilities.
23. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, general government buildings and sites, Sheriff’s Office facilities, emergency management facilities, correction facilities, stormwater facilities, and transportation improvements to serve the people of Whatcom County. Planning for such County facilities is in the public interest.

Spot Zoning

24. The subject proposal does not involve rezoning property.

Level of Service Standard Modifications

25. A level of service standard for activity centers is set forth in the current Whatcom County Comprehensive Plan.

26. The “Growth Management Act – Procedural Criteria for Adopting Comprehensive Plans and Development Regulations” state that counties are not required to set level of service standards for facilities that are not “necessary for development” (WAC 365-196-415(2)(b)).

27. Whatcom County will continue to monitor and evaluate the need for activity center improvements. However, such facilities are not necessary for development (WAC 365-196-415(2)(b)). Therefore, the level of service standard for such facilities may be removed from the Comprehensive Plan.

28. Additionally, the level of service standard for trails is being modified to better reflect the County’s planning and funding of improvements.

CONCLUSIONS

1. The proposed amendments conform to applicable requirements of the Growth Management Act.

2. The proposed amendments satisfy the approval criteria of WCC 2.160.080.
RECOMMENDATION

Based upon the above findings and conclusions, Planning Commission recommends:

1. Approval of Exhibit A, amendments to Chapter 4 of the Whatcom County Comprehensive Plan.


3. Repealing Exhibit C, which is the Six-Year Capital Improvement Program for Whatcom County Facilities 2013-2018.

WHATCOM COUNTY PLANNING COMMISSION

David Onkels, Chair

Becky Boxx, Secretary

Date: September 30, 2014

Commissioners present at the September 25, 2014 meeting when the vote was taken: Ben Elenbaas, Gary Honcoop, David Hunter, Natalie McClendon, David Onkels, and Mary Beth Teigrob.

Vote: Ayes: 5, Nays: 1, Abstain: 0, Absent: 3. Motion carried to adopt the above amendments.
NOTE:

In order to avoid redundancy, Exhibits A, B and C are only attached to the proposed Ordinance that will be considered by the County Council.
MEMO: 9/25/14

TO: Whatcom County Planning Commission, Whatcom County PDS

RE: Public Hearing 9/25/14 – additional testimony

Capital Facilities Planning – Portions Pertaining To Parks And Recreation

Commissioners and PDS staff,

The proposed changes to Parks LOS levels violate the Growth Management Act.

I hope you read my previous memo (9/22) regarding this issue. In addition to the material presented in that memo please consider:

1. The Comprehensive Parks plan has no definition of a “Regional Park” so any adoption of a regional park LOS would have to be accompanied by a definition.

2. The State Supreme Court and the Hearings Boards have decided that, “...when RCW 36.70A.020(8), .060 and .170 are read together, they create a forest resource conservation imperative that imposes an affirmative duty on local government to designate and conserve forest resource lands in order to assure the maintenance and enhancement of the forest resource industry.” In a Skagit County case even a shooting range on Forest Resource lands “...as described in the adopted Park Plan,...” was found to be invalid on challenge to the Hearings Board. Funding yet to be described “park development” on Forest Resource lands would not seem to stand up to the requirements of the law as put forward by Hearings Boards and the Supreme Court.

3. According to the Hearings Boards, parks are not to be allowed on Resource Lands; “DRs which allow fifteen percent residential subdivision, RV parks, boat launches, etc., parks, golf courses, restaurants and commercial services all in designated RL areas do not comply with the Act and substantially interferes with Goal 8 of the Act under recent Washington State Supreme Court cases. Panesko v. Lewis County 00-2-0031c (FDO, 3-5-01)”

4. County Code also excludes parks from Forest Resource lands. 20.43.154 lists as permitted conditional uses, “Operation of dispersed, primitive recreational facilities including tent campgrounds, game reserves, developed trailheads with parking for more than 30 vehicles, but excluding uses such as community centers, riding academies, off-road vehicle parks, parks, marinas, camping clubs, institutional camps and recreational vehicle and travel trailer parks.” 20.43.201 provides that, “All other uses,” are prohibited.

5. It appears that Whatcom County Parks is the second largest owner of Forest Resource land in Whatcom County. It is disingenuous of the Park Department, and
others, to pretend the land will be managed to provide for a sustainable forest products industry. No funding for projects on Forest Resource Lands should be provided absent either a forest management plan demonstrating how the land will be managed to benefit the Forest Products industry is adopted or, the land is rezoned ROS (Recreation Open Space) to reflect its actual use.

6. Again, many parks facilities called out as necessary to fulfillment of the parks plan and included in the plan are not being addressed by this spending plan while facilities specifically excluded from the parks plan are being funded.

7. In a Comprehensive Plan, policies are requirement. The Chapter 4 you are amending the county:

“Policy 4F-3: Develop a recreational facilities program that achieves and maintains the level of service for athletic fields and courts, trails, and support facilities for shoreline access, picnicking, and camping without adding to capital costs.

Whatcom County Comprehensive Plan 4-5”

Where are the levels of service for athletic fields and courts, support facilities for shoreline access, picnicking, and camping?

8. Legal says there is no currently valid Parks and Recreation plan. If that is so, what, other than whim, provides support for LOS changes the refocus the entire Whatcom County Parks system away from providing accessible experiences to residents and towards making huge portions of land inaccessible to anyone?

Once again, the lack of analysis regarding the impact proposed changes to Chapter 4 of the County Comprehensive Plan on the Whatcom County Resource land base coupled with the likelihood of very significant impacts on that land base demand you reject the proposed amendments to Chapter 4.

In addition, it makes no sense to make the proposed, major, changes to Chapter 4, when the entire County Comprehensive Plan must be revisited and rewritten in the context of a new 20 year planning period (and associated population and employment projections) next year anyway.

Regards,

Jack Petree
2955 Sunset Drive
Bellingham
MEMO: 9/25/14

TO: Whatcom County Planning Commission, Whatcom County PDS

RE: Public Hearing 9/25/14 and response to the County’s response to my comments on Capital Facilities Planning – Portions Pertaining To Parks And Recreation

Commissioners and PDS staff,

It is interesting that PDS and the County legal staff rejects the idea that the Comprehensive Parks Plan adopted into the Whatcom County parks plan should have an effect on your deliberations regarding amendments to the Whatcom County Comprehensive Plan.

The County Comp. Plan has been updated many times since its initial adoption in 1997. Most recently, the plan was completely gone through and readopted, complete with its current language regarding the parks plan, in 2009 as part of the County’s GMA required 10 year update. That means language dealing with the Comprehensive Parks and Recreation plan was also readopted. If the language had no meaning, it should not have been put forward for adoption. Meaning is given the plan and the language by virtue of its re-adoption.

You have before you only a tiny bit of Chapter 4 of the Comprehensive plan. You might be interested to know that the plan also contains the following language. Keep in mind that policies adopted into a Comp. Plan require action. Here’s some additional language from Chapter 4 you should be interested in:

“Goal 4F: Achieve level of service targets for park and recreational facilities identified in this chapter and which support objectives and priorities identified in the Comprehensive Park and Recreation Open Space Plan, in the Natural Heritage Plan, and in this plan.

Policy 4F-1: Seek non-capital opportunities to acquire, enhance and maintain park lands, trails, and other recreational facilities. 
Policy 4F-2: Include acquisition and development costs in the six-year CIP for future trails projects. 
Policy 4F-3: Develop a recreational facilities program that achieves and maintains the level of service for athletic fields and courts, trails, and support facilities for shoreline access, picnicking, and camping without adding to capital costs.

Whatcom County Comprehensive Plan 4-5
February 2014 Chapter 4 - Capital Facilities

Policy 4F-4: Place a high priority on improvements to existing county recreational sites and facilities and using them to their full potential, including those outlined in the Whatcom County Comprehensive Park and Recreation Open Space Plan, before investing capital in the acquisition and development of new facilities.”

Keep in mind that the existing, recently readopted, plan explicitly excludes areas like the Lake Whatcom and Lookout Mountain facilities from either acquisition or development and, includes many miles of trails not being addressed by the staff request as being required to implement the plan.

Please also note that in the response letter staff chose not to address the primary problem with the amendments; the fact that significant examination of the proposed amendments in the context of the fact that nearly all the “capital improvements” are taking place on land zoned for and dedicated by law, by the provisions of the Whatcom County Comprehensive Plan and by Whatcom County Code to sustaining and otherwise serving the county’s Ag, Forest, and Mineral industries. I can only assume staff agrees with me on this issue.

Regards,

Jack Petree

From: Matt Aamot <maamot@co.whatcom.wa.us>
Date: Thursday, September 25, 2014 at 9:43 AM
To: Ben Elenbaas <eboss46@gmail.com>, David Hunter <dbhunterlaw@hotmail.com>, David Onkels <david@onkels.com>, Gary Honcoop <garyh@rhc-wa.com>, Gerald Vekved <gvekved@gmail.com>, Ken Bell <whatcomplanningkbell@gmail.com>, Mary Beth Teigrob <pcteigrob@gmail.com>, Natalie McClendon <natalie@nataliemcclendon.com>, "Walter Haugen (wvhaugen@gmail.com)" <wvhaugen@gmail.com>
Cc: Mark Personius <MPersoni@co.whatcom.wa.us>, Becky Boxx <rboxx@co.whatcom.wa.us>, Jack Petree <tradewrld@comcast.net>
Subject: PLN2014-00007 - Six-Year CIP and LOS Amendments - County Response to Comment Letter

Dear Planning Commissioners:

Please find attached a County response to the 9/22/2014 comment letter from Jack Petree.

Thanks,

Matt Aamot
County Planning
Council members, Commission members, and PDS staff,

It is ironic that even as the Whatcom County Parks Department is requesting a 50% reduction in trails level of service and, a change to a trail type incompatible with mountain biking, the Mountain Bike Coalition is presenting material to the Whatcom County Council extolling the economic impact of mountain biking on the Whatcom County economy. In addition, the Parks Department wants to eliminate the level of service for activity centers (senior centers, Kendall, and such).

I hope that if, and when, the proposed changes the Parks Department have put before you come forward you pay careful attention to the complete change in parks philosophy and service to the citizens of Whatcom County those changes represent.

Regards,

Jack Petree
MEMO: 9/22/14

TO: Whatcom County Planning Commission, Whatcom County PDS

RE: Public Hearing 9/25/14
   Capital Facilities Planning – Portions Pertaining To Parks And Recreation

Commissioners and PDS staff,

SUMMARY OF COMMENTS:

The proposed changes to Parks LOS levels violate the Growth Management Act.

While some issues exist relating to the Parks facilities spending plan in Appendix F, the spending plan could be potentially be adopted without major controversy.

The lack of analysis regarding the impact proposed changes to Chapter 4 of the County Comprehensive Plan on the Whatcom County Resource land base coupled with the likelihood of very significant impacts on that land base demand you reject the proposed amendments to Chapter 4.

In addition, it makes no sense to make the proposed, major, changes to Chapter 4, when the entire County Comprehensive Plan must be revisited and rewritten in the context of a new 20 year planning period (and associated population and employment projections) next year anyway.

The following “background” information regarding GMA issues should be factored in as you consider my comments below:

1. The Comprehensive Plan establishes a short term planning horizon for Agricultural land of 20 years and a long term horizon of 250 years;

2. The Comprehensive Plan’s zoning for Commercial Forestry was established as the result of a study process, changes in the land supply for Commercial Forestry must be analyzed before being allowed to take place;

3. The proposed changes to Chapter 4 do not have a six-year horizon, they are comprehensive plan changes having decades long impacts on both Ag and Forestry lands, lands we are to, by law, preserve and enhance for commercial uses;

4. GMA requires that, “Each county and city that is required or chooses to plan under RCW 36.70A.040 shall perform its activities and make capital budget decisions in conformity with its comprehensive plan.”
The GMA, the Whatcom County Comprehensive Plan and, Whatcom County Code requires that future impacts on land zoned for Agriculture and land zoned for Commercial Forest as well as Mineral Resource land be analyzed and considered when a Comprehensive Plan Amendment is considered (See 2.160.080 (3) (c) attached below).

According to the formal population projections for GMA, Whatcom County could exceed 300,000 people by 2030 (high range). Even at moderate growth levels (medium range), we would be approaching 275,000 people by the end of the upcoming planning period.

Whatcom County is formally on record for wanting to add 10,000 to 15,000 acres of Ag zoned land to the County’s inventory of land dedicated to Agriculture and is studying a “No net loss” of Commercial Forestry land. Where will that additional land come from? Ag land? Forestry Land? Only Rural lands?

Whatcom County’s Countywide Planning Policies require that Agriculture and Forest based industries “...be maintained in a sustainable manner.”

Parks Department acquisitions have removed, in just the past decade and a half, more than 11,000 acres of land from the County’s resource land base. Over the past 15 years the County has lost an average of about 790 acres per year of its resource lands to the Parks Department. Additional thousands of acres of resource lands have been impacted as uses within 1000 feet of a park are restricted. Recently put forward, but not yet adopted parks planning documents indicate the historic trend will continue and, perhaps, even accelerate.

The proposed changes to Chapter 4 are not just in place for six years; they are permanent changes to the County Plan (in place until the adoption of new amendments to the plan) likely to determine LOS levels for decades to come.

Without adequate analysis of the potentially huge impact on forest, agricultural, and mineral resource lands you, as a Commission, would be remiss were you to recommend the proposed adoption of amendments to Chapter 4 of the Comprehensive Plan.

Repeating the summary above:

The proposed changes to Parks LOS levels violate the Growth Management Act.

While some issues exist relating to the Parks facilities spending plan in Appendix F, the spending plan could be probably be adopted without major controversy. Lack of analysis regarding the impact proposed changes to Chapter of the County Comprehensive Plan on the Whatcom County Resource
D. To resolve an appeal of the comprehensive plan filed with the Growth Management Hearings Board or court. (Ord. 2008-060 Exh. A).

2.160.020 Purpose.

The purpose of this chapter is to define the types of plan amendments and establish timelines and procedures to be followed when proposals are made for amending or revising the Whatcom County Comprehensive Plan. (Ord. 2008-060 Exh. A).

2.160.030 Definitions – Types of comprehensive plan amendments.

A. “Capital facilities element amendment” means a proposed change or revision to the capital facilities element of the comprehensive plan, including the six-year capital improvement program.

B. “Comprehensive plan amendment” means a proposed change or revision to the Whatcom County Comprehensive Plan, including but not limited to a capital facilities element amendment, text amendment, change to the comprehensive plan designations map or urban growth area amendment.

C. “Text amendment” means a proposed change or revision in the text of any element of the comprehensive plan including revisions to the goals, policies, objectives, principles or standards of the plan.

D. “Urban growth area amendment” means a proposed change or revision to an urban growth area boundary as adopted by the comprehensive plan.

E. “Final concurrent review” means the consideration by the county council of all comprehensive plan amendments that were reviewed and recommended by the council during the previous docket year. This review shall take place on or about February 1st of the year after the previous docket year. (Ord. 2008-060 Exh. A).

2.160.040 Application.

A. Applications for suggested comprehensive plan amendments shall include at least the following information:

1. A description of the comprehensive plan amendment being proposed including proposed map or text changes;

2. An explanation of how the comprehensive plan amendment relates to the approval criteria in WCC 2.160.080. Approval criteria;

3. A complete State Environmental Policy Act (SEPA) environmental checklist; and

4. Name, address, and phone number of the applicant, and, if applicable, assessor’s parcel number, section, township, and range.

B. The department of planning and development services may prescribe additional information requirements and shall provide forms for proposed comprehensive plan amendments.

C. Completed applications for comprehensive plan amendments must be received by planning and development services by December 31st to be considered for initiation during the next calendar year. Applications proposed by planning and development services are not subject to the December 31st deadline. (Ord. 2008-060 Exh. A).

2.160.050 Initiation of comprehensive plan amendments.

A. Comprehensive plan amendments shall be initiated by a resolution of the county council adopted by majority vote on or about March 1st each year.

B. Planning and development services may request a comprehensive plan item be initiated at any time during the year. Requested amendments of this type shall be placed on the docket by a majority vote of the county council and will be considered
5. Section, township and range of affected area, if applicable.
C. The docket and all application files shall be available for public review at the
planning and development services department during normal business hours.

2.160.070 Review and evaluation of comprehensive plan amendments – Staff report.
A. The department of planning and development services shall conduct
environmental review under SEPA and prepare reports including recommendations
on all initiated comprehensive plan amendments and forward both the reports and
the result of the environmental review to the planning commission.
B. Reports shall evaluate the merits of each initiated amendment based on the
approval criteria of WCC 2.160.080.
C. If a proposed amendment relates to a site within a city’s urban growth area, will
modify a city’s urban growth area or will amend text relating to a city’s urban
growth area, planning and development services staff shall identify and follow any
additional procedures called for in an adopted interlocal agreement between the

2.160.080 Approval criteria.
A. In order to approve an initiated comprehensive plan amendment, the planning
commission and the county council shall find all of the following:
1. The amendment conforms to the requirements of the Growth Management Act, is
internally consistent with the county-wide planning policies and is consistent with
any interlocal planning agreements.
2. Further studies made or accepted by the department of planning and
development services indicate changed conditions that show need for the
amendment.
3. The public interest will be served by approving the amendment. In determining
whether the public interest will be served, factors including but not limited to the
following shall be considered:
a. The anticipated effect upon the rate or distribution of population growth,
employment growth, development, and conversion of land as envisioned in the
comprehensive plan.
b. The anticipated effect on the ability of the county and/or other service providers,
such as cities, schools, water and/or sewer purveyors, fire districts, and others as
applicable, to provide adequate services and public facilities including
transportation facilities.
c. Anticipated impact upon designated agricultural, forest and mineral resource
lands.
4. The amendment does not include or facilitate spot zoning.
5. Urban growth area amendments that propose the expansion of an urban growth
area boundary shall be required to acquire development rights from a designated
TDR sending area.
a. One development right shall be transferred for every five acres included into an
UGA. The county council may modify this requirement if a development agreement
has been entered into that specifies the elements of development in the expanded
UGA. The development agreement should include, but not be limited to, affordable
the next amendment cycle with the same number with which they were initially

2.160.110 Fees.
A. Application fees shall not be required for any application submitted by the county
council, county councilmembers, county executive, planning commission, and
county planning and development services.
B. All other applicants shall pay application fees as specified in the Unified Fee
Schedule.
C. Once an amendment is initiated by resolution of the county council, the applicant
shall pay the initiation fee within 15 days. The county council may take official
action to waive the initiation fee at the time it approves the initiating resolution if it
finds the proposed amendment will clearly benefit the community as a whole and
will not be for private financial gain. (Ord. 2008-060 Exh. A).
Dear Whatcom County Planning Commission,

I am dismayed to find a proposal on your September 25 agenda asking for a drastic decrease in the LOS for trails in Whatcom County Parks. We all sat through numerous meetings where Mr. McFarland promised the public that there would be 50 miles of trails in the Reconveyance area. With this new proposed LOS there is apparently no longer a need for the promised 50 miles of trail….convenient isn’t it?

I am opposed to this change in LOS. The public was repeatedly promised these trails and Whatcom County now has an obligation to provide them.

I also would like to see the Parks Recreation and Open Space plan be adopted into the County Comprehensive plan. Whatcom County Parks over the last several years has taken huge swings in planning. One year we will have a huge new park in the plan and the next year we will have nothing. For that reason, we need all planning for parks to happen within the Comprehensive Plan so the public can be assured it is done in an open and just manner.

~Delaine Clízbe
Whatcom County
Memo: 9/22/14

To: Matt Aamot  Senior Planner Whatcom County PDS
From: Jack Petree
RE: WHATCOM COUNTY SEPA CASE # 2014-00065 (Comprehensive Plan Amendment)

Mr. Aamot,

A SEPA determination of non-significance was issued Sept. 9th regarding an amendment to the Whatcom County Comprehensive Plan.

I believe that determination was based on information missing or overlooked from the SEPA Checklist procedure.

Following is my comment and please understand, it is directed specifically to the finding of non-significance regarding adjustments to the parks plan LOS amendment to Chapter 4 of the Comp. Plan and to the Parks Capital Facilities financing plan (Appendix F).

The GMA, the Whatcom County Comprehensive Plan and, Whatcom County Code requires that future impacts on land zoned for Agriculture and land zoned for Commercial Forest as well as Mineral Resource land be analyzed and considered when a Comprehensive Plan Amendment is considered.

SEPA's RCW 43.21c.020 puts forward as responsibilities of the state and its people to be achieved under the act:

“Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;

Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and

Enhance the quality of renewable resources …. “

Canyon Lake Community forest, South Fork Park, Lookout Mountain, and Lake Whatcom parks are, for the most part, zoned for Commercial Forestry; that designation of the land being considered is not included in the SEPA checklist used to determine a DNS.

The paramount use for resource lands as spelled out by the Growth Management Act is to assure the sustainability of the Agriculture, Forestry and, Mineral extraction sectors of the economy. Use of Resource lands as parks creates potential conflicts both for the resource lands used as a park and for the resource lands adjacent to that park.
The Comprehensive Plan amendments addressed in the SEPA document include more than 11,000 acres of Commercial Forest lands as well as some lands zoned for Agriculture. Use of those lands for park purposes can have a dramatic impact on the usability of the lands for forest harvest, Agricultural uses, and other beneficial commercial uses. Absent a plan for the trails and other facilities a significant environmental impact could occur as lands are effectively removed from the Resource land inventory and consumed for uses not allowed by either GMA or Whatcom County Code.

An examination of the potential environmental issues likely if the Comp. Plan Amendments being proposed for chapter 4 and for Appendix F should have been included in the SEPA Checklist.

Regards and thank you for your time and attention,

Jack Petree
360-733-1303 or tradewrld@comcast.net
NOTE:

In order to avoid redundancy, Exhibits A, B and C are only attached to the proposed Ordinance that will be considered by the County Council.
**TITLE OF DOCUMENT:**
Application to rezone 5 acres from Neighborhood Commercial (NC) to Rural General Commercial (RGC) zoning district.

**ATTACHMENTS:**
1. Staff Memo
2. Proposed Ordinance and Exhibit
3. Staff Report
4. Planning Commission minutes

**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 proposal to rezone approximately five acres from Neighborhood Commercial (NC) to Rural General Commercial (RGC), located at the northwest corner of Slater and Elder Roads, about five miles west of Interstate 5.

**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: Mark Personius, AICP, Long Range Planning Manager
FROM: Gary Davis, AICP, Senior Planner
DATE: September 29, 2014
SUBJECT: PLN2014-00008 Slater Road Rezone

This application to rezone two parcels, totaling about 5 acres, from Neighborhood Commercial (NC) to Rural General Commercial (RGC) is forwarded to the County Council without a recommendation from the Planning Commission. On July 10, 2014 the Planning Commission held a public hearing on this rezone application. Following the hearing, a motion to deny failed 3-3 and a motion to approve subject to a concomitant agreement failed 3-3 (with 3 members absent) so, in effect, there is no Planning Commission recommendation. The minutes of the July 10 meeting are attached, as is the staff report.

The property owners applied for the rezone after PDS staff notified them that an automobile sales use on the site is not permitted in NC zoning. One of the parcels is developed as a 3,600 square foot service station/convenience store and the other is a rental storage facility with buildings totaling about 16,500 square feet. Neither the service station nor mini-storage use is currently a permitted use in NC. The service station predates the NC zoning, and the rental storage use was developed under a conditional use permit.

A rezone from NC to RGC would expand the list of commercial uses permitted on these parcels. Automobile sales is included in RGC’s permitted uses, as are the existing service station and rental storage establishments.

One property owner who lives near the rezone site attended the Planning Commission’s public hearing and spoke against the rezone. He noted that the auto sales use has been operating illegally in the NC zone for some time, and believed the use is not in keeping with existing rural character of the area.

As discussed in the attached staff report, staff recommends that if the rezone is approved, it be subject to a concomitant agreement, as authorized in WCC 20.90.020(3). This agreement would be a covenant running with the land, that limits new uses, requires County approval of a site plan, and requires installation of required improvements, including but not limited to landscape buffering. Per
WCC 20.80.345, buffered plantings are intended "to provide an all-season visual screen" between commercial uses on one side and rural uses on the other.

Because there is no Planning Commission recommendation, there are no findings to transmit to the County Council per 20.90.060(4). A public hearing is required if the vote of the County Council departs from the recommendation of the Planning Commission (20.90.060(5)(b)(iv). A public hearing by the County Council has been scheduled in this case because, whether the County Council approves or denies the rezone, that decision will be different from the action of the Planning Commission.

If the County Council wishes to approve the rezone, it can be done through the attached draft ordinance, which includes draft findings and conclusions prepared by PDS staff. Also attached is a draft concomitant agreement that would be signed and recorded if the rezone is approved. The draft agreement has been reviewed by PDS staff, the Prosecuting Attorney’s office and the property owners.

Attachments:
Draft Ordinance
Draft Concomitant Agreement
July 10, 2014 Planning Commission meeting minutes
Staff report
Application
Written comment from Larry Daugert
OREGON 442

ORDINANCE NO. ________________

REZONING FIVE ACRES AT THE INTERSECTION OF
SLATER ROAD AND ELDER ROAD

WHEREAS, The property owners submitted an application to rezone two parcels totaling about five acres from Neighborhood Commercial (NC) district to Rural General Commercial (RGC) district at the northwest corner of Slater Road and Elder Road; and

WHEREAS, The Whatcom County Planning Commission held a public hearing on July 10, 2014; and

WHEREAS, The Whatcom County Planning Commission made no recommendation at its July 10, 2014 hearing; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The subject property was rezoned from Rural to Neighborhood Commercial (NC) in 1988 (Ord. 1988-043)
2. Whatcom County staff has notified the property owners that the ongoing sales of automobiles is a prohibited use in the Neighborhood Commercial (NC) zoning district.
3. The property owners have submitted an application to rezone two parcels from NC to Rural General Commercial (RGC) zoning district, which allows automobile sales, among other uses.
5. Notice of the public hearings was issued in accordance with WCC 20.90.045, including publication in the official county newspaper, mailed notices to property owners within 1,000 feet, and posting of signs on the subject property at least ten days before the hearing.
6. A State Environmental Policy Act (SEPA) determination of non-significance (DNS) was distributed May 29, 2014.
7. Notice of the proposed rezone was submitted to the Washington State Department of Commerce on May 29, 2014.
8. Per Whatcom County Code 20.90.020(3), a rezone may use a concomitant agreement to impose conditions on, or limitations on uses and may also require performance by the applicant(s) which is/are directly related to mitigation of probably on-and off-site impacts to adjacent uses, public services and the environment. The agreement may be
in the form of a covenant running with the land. The provisions of the agreement will
be in addition to all other pertinent Whatcom County Code requirements.

CONCLUSIONS

1. The proposed rezone is consistent with the Comprehensive Plan, and is in the public
interest.

2. A concomitant agreement, in the form of a covenant running with the land, will ensure
that new uses be limited to automobile sales and single family dwelling in addition to
those permitted in the NC zoning district, and that automotive sales are permitted only
after County approval of a site plan that assures compliance with County development
regulations and after the required improvements are installed.

3. The proposed rezone with the concomitant agreement should not result in any
significant environmental impacts.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Whatcom County official zoning map is hereby amended as shown on Exhibit A.

Section 2. 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 _______________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk  Carl Weimer, Chairperson

APPROVED as to form: ( ) Approved ( ) Denied

______________________________  ______________________________
Civil Deputy Prosecutor  Jack Louws, Executive

Date: ________________________
AGREEMENT

This agreement (herein “Agreement”) is made and entered into this ______ day of _____________, 2014, by and between Larry M. Jordan and SYB Holdings Co., Inc. (herein “Owners”) and Whatcom County, a subdivision of the State of Washington (herein “County”).

RECITALS

The Owners are the owners of certain real property (herein the “Property”) which is more particularly described on Exhibit A, attached hereto and incorporated herein, and which is the subject of an application for rezone from Neighborhood Commercial (NC) to Rural General Commercial (RGC) zoning district. The Comprehensive Plan designation for the Property is Rural Business.

A determination of nonsignificance for the rezone proposal was issued by the SEPA Official on May 29, 2014. Notice of the July 10, 2014 public hearing of the Whatcom County Planning Commission was mailed to the Owners and property owners within 1,000 feet of the Property and posted on the Property on June 26, 2014.

On July 10, 2014 the Planning Commission held a public hearing, considered input from the staff, applicant, and neighbors, and made no recommendation. The Whatcom County Council held a second public hearing on October 28, 2014 and approved the rezone subject to a concomitant agreement.

The County has entered into this agreement with the Owners concurrently with the rezone of the Property to RGC. The purpose of this agreement to limit the permitted uses and to ensure compliance with all applicable development regulations. It is not intended that this Agreement would modify or eliminate other relevant requirements imposed by other applicable ordinance and regulations.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and in consideration of the rezone of the Property as discussed above, the parties covenant and agree as follows:

I. Rezone. Concurrently with the approval of this Agreement, the Whatcom County Council shall rezone the Property to RGC, subject to the terms and conditions of this Agreement. Upon approval of the rezone, this agreement shall be recorded as a covenant running with the land.

II. Permitted Uses. Permitted uses on the property shall include all permitted uses in the NC district (WCC 20.60.050), and the following uses: Automobile service stations, Rental storage establishments, and Automobile sales, excluding new buildings. Accessory and conditional uses listed in WCC 20.60.100 and 20.60.150 are also permitted on an accessory and conditional basis, respectively.
III. Prohibited Uses. Subject to section II above, prohibited uses shall include all permitted uses in the RGC district (WCC 20.59.050) except that the following uses shall be permitted uses:

a. Automobile service stations,
b. Rental storage establishments,
c. Automobile sales, excluding new buildings, and
d. a single family residence (WCC 20.59.055).

IV. Compliance: The use of the property for automobile sales or any use not legally established shall be prohibited until a Pre-Application Meeting with Whatcom County Planning and Development Services (PDS) has been held, the required permits issued and final approval for all permits including a Certificate of Occupancy has been issued. The applicant shall comply with all Whatcom County Code requirements including but not limited to the Whatcom County Development Standards. Improvements that may be required include but are not limited to adherence to setbacks, fireflow, access, landscaping, and stormwater.

V. Pre-Application Meeting and Required Permits: For the purpose of this agreement, “days” shall be calculated as calendar days. The Owners and/or authorized agent shall comply with the following:

1. The Owners shall submit to Whatcom County Planning and Development Services, a complete packet of application materials accompanied by the appropriate filing fee for a zoning pre-application meeting within 14-days of the effective date of the rezone ordinance.

2. The County shall hold the pre-application meeting within 20-days of receipt of the complete pre-application documents. At the pre-application meeting the County will provide the Owners with information regarding all the permits that will be required. The County anticipates that, at a minimum, it will require a building permit that includes review of land disturbance, stormwater, traffic, landscaping, parking, fire access, and fire flow. A revocable encroachment permit may also be required.

3. Following the pre-application meeting, the Owners or authorized agent shall submit all required permit applications with the appropriate deposits and/or fees to the County within 30-days of the pre-application meeting. All applications must be complete.

4. The Owners shall, at the time of each permit application, inform the County project Planner that he/she has submitted the application to
the County and shall supply the County with the permit numbers. This will allow the County to expedite issuance and tracking of the permits.

5. The County shall issue a determination of completeness for each application within 14 days of submittal, pursuant to WCC 2.33.020(D) and 2.33.050.

6. The County shall review all submitted permit applications, and if necessary, issue a Notice of Additional Requirements (NOAR) within 14-days of the applications being received. Although not anticipated, a NOAR may be necessary if County review of a complete application finds that additional information is needed, (e.g. if the site plan needs revision due to need for fire apparatus turnaround or because of the location of existing wells, septic systems, etc.)

7. If a NOAR is issued, the applicant shall submit the requested information to Whatcom County within 45 days from the date of the NOAR.

8. Immediately following the County’s final review, the County shall notify the Owners or authorized agent by telephone that a permit is ready for issuance. The Owners shall pay the remaining permit fees and pick-up the permits(s) within 14-days of notification that the permits are ready for issuance.

9. For procedures not specified in this section, the requirements of the Whatcom County Code shall apply.

VI. Time Limit: The ordinance rezoning the Property to RGC shall include a time limit that rescinds the rezone if the Owners have not received a County-issued Certificate of Occupancy within 120-days of permit issuance. The County may, at its discretion, extend this time limit if delays occur through no fault of the applicant.

VII. Effective Date: This agreement shall become effective on the effective date of the ordinance rezoning the property to RGC. This agreement in no way authorizes or condones any use or action on the property by the applicant until formal adoption of this agreement and the rezone to RGC by the County Council.

VIII. Miscellaneous.

1. Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Washington and Whatcom County Codes.
2. **Modification or Amendment.** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto.

3. **Successors and Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

4. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings, or representation with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

5. **Headings.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation of construction of any term or provision hereof.

IN WITNESS WHEREOF the parties have executed this Agreement on the day above first written.

Larry M. Jordan  
Land Owner

By: ____________________________  
Massad Boulos  
Title: ____________________________  
Applicant

ATTEST:  
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis  
Council Clerk

Civil Deputy Prosecutor

SYB Holdings Co., Inc.

WHATCOM COUNTY COUNCIL

Carl Weimer, Chairperson

Jack Louws, Executive

Date: ____________________________
Regular Meeting

Call To Order: The meeting was called to order, by Whatcom County Planning Commission Chair, David Onkels, in the Northwest Annex Conference Room at 6:30 p.m.

Roll Call
Present: Gary Honcoop, David Onkels, Walter Haugen, Natalie McClendon, David Hunter Ben Elenbaas in attendance at 6:55 p.m.
Absent: Jerry Vekved, Mary Beth Teigrob, Ken Bell

Staff Present: Mark Personius, Gary Davis, Becky Boxx

Department Update
Mark updated the commission on the following:
- Items before the County Council.
- Upcoming commission schedule.

Gary Davis updated the commission regarding the Growth Management Hearings Board appeal cases.

Open Session for Public Comment

There was no public comment.

Commissioner Comments
Commissioner McClendon commented on the new chairs.

Public Hearing
File #PLN2014-00008: A proposal to rezone approximately five acres from Neighborhood Commercial (NC) to Rural General Commercial (RGC), located at the northwest corner of Slater and Elder Roads, about five miles west of Interstate 5.

Gary Davis presented the staff report.

Gary stated this is a quasi-judicial matter so the commissioners may want to disclose any potential conflict of interest or any contact they have had with the applicants.

The subject parcels were rezoned from Rural to Neighborhood Commercial in 1988. The uses in Rural General Commercial are a little more extensive than those in Neighborhood Commercial. The uses that are on the site are permitted in Rural General Commercial but not in Neighborhood Commercial, specifically the mini storage and the gas station. The majority of the parcels are already developed although some potentially developable land exists between the business and north of the service station. That is the area being used for automobile sales. The western 300 feet of the area lies within a ravine and contains a fish bearing stream. Staff recommends that if it is approved, that it be subject to a concomitant agreement. The reason this is being proposed is because having car sales on the property is not required to get a permit. Normally a rezone is done with the
understanding a building permit will be taken out in the future, when PDS can make sure
the use complies with codes. That is not the case here so the concomitant agreement will
take care of that.

The hearing was opened to the public.

Jon Sitkin, Whatcom County, representing the applicant: They have no objection to the
concomitant agreement. They asked that a single family residential use be added to the
agreement, as a permitted use, because one of the property owners, Larry Jordan, may
want to build a home in the future. In regards to the zoning, he had conversations with
staff and the zoning designations and purposes are nearly identical. The policies included
in the staff report, 2LL and 2HH from the Comprehensive Plan, supports the designation
and proposal.

Larry Daugert, Whatcom County: He lives on Elder Road close to the proposed rezone
which he opposes. He stated it is obviously a truism that it is better to ask for forgiveness
than permission. The car lot started over a year ago and was not consistent with the
zoning. They regularly parked cars in such a way that it impeded views coming off of Elder
Road onto Slater Road. He complained to the county who stated they don't have much of
an enforcement mechanism. The county did talk to the owners of the car lot who stated
they would stop pending hearing to rezone. Then what they did is move the cars off,
blacktop everything, then moved the cars back. Selling cars is not consistent with the
rural lifestyle that he and everyone around him likes. The area is mostly five acre parcels
they live there for the rural qualities. Car lots have nothing to do with the rural lifestyle.
Neighborhood grocery stores are important and nobody has a problem with that. There
are no regulations or powers regarding where they get their water, employees or how
many bathrooms they have. He asked the commission to deny the proposal.

Jon Sitkin stated the Comprehensive Plan and zoning code already identifies uses in the
rural zones and these uses are consistent with the rural lifestyle. Stormwater,
landscaping, site plan, etc. would be executed as a condition of the rezone.

The hearing was closed to the public.

Commissioner Honcoop asked if the property remained zoned NC through the recent Rural
Element LAMIRD process.

Mr. Davis stated it did.

Commissioner Honcoop asked if the LAMIRD is limited to the pre-1990 uses.

Mr. Davis stated no, this type of LAMIRD is not subject to 1990 limitation.

Commissioner Honcoop asked if there were conditions placed on the mini-storage when it
was built.

Mr. Sitkin stated none that he was aware of.
Commissioner Honcoop stated there had been testimony that the property was recently paved. Was a land disturbance permit obtained for that?

Mr. Sitkin stated the property was not paved, only graveled where it had been previously graveled and no permits were obtained. There were existing areas that had been paved.

Commissioner Haugen asked Mr. Daugert if he felt this was correct.

Mr. Daugert stated that the question was if permits had been taken out and the answer is no. There may have been repaving of the previously paved areas.

Commissioner Haugen asked why the cars were put back after the county directed they be removed.

Mr. Sitkin stated they did remove the cars but the enforcement action was put on hold pending this hearing so there was some understanding the cars could be put back. They have since been removed again.

Commissioner Haugen stated it sounded like the county was legitimizing a businessman's mistake.

Mr. Sitkin asked that the focus of the hearing be on the change in zoning not on the enforcement issue.

Commissioner Haugen asked what the impact of this rezone would be to the fish bearing streams.

Mr. Davis stated that if there were to be any development near the stream they would have to meet the setbacks involved in Title 16. Right now nothing is being proposed in that area.

Commissioner Haugen stated he knows John and Sarah Gergen, who are neighbors to this property. He stated that will not affect his decision on this matter.

Commissioner Haugen asked if the northeast corner of the property is being used for crops.

Mr. Davis stated there are crops there.

Commissioner Haugen asked if any part of the proposal would affect those crops.

Mr. Sitkin stated no.

Mr. Daugert stated there is an office on the property for the car business.

Commissioner Hunter stated it is not clear if the Planning Department thinks this is a good idea. He has his doubts that the rezone benefits anyone other than the person who sells cars there.
Mr. Davis stated that the county's approach is that if the zoning stays NC the car sales
continues to be an enforcement issue. If they rezone is denied that process would
continue. If the rezone is approved; with the recommended concomitant agreement
requiring that before that automobile sales use is legal that they submit a site plan that
makes sure they adhere to the setbacks, landscaping and buffering requirements; then
car sales are the only use allowed above and beyond what is already there.

Commissioner Honcoop asked if the landscaping requirements are the same for both the
NC and RGC. As such there doesn't seem to be a trigger point because a building permit is
not required.

Mr. Davis stated there are no screening requirements for the existing non-conforming use
that is already there.

Commissioner Honcoop asked if there is a trigger mechanism related to stormwater.

Mr. Davis stated the concomitant agreement would require anything the building permit
would require.

Commissioner Honcoop asked why the full range of services allowed in the RGC zone are
not being allowed.

Mr. Davis stated because this was an enforcement action on a particular use that is not
legal under the current zoning. As such staff is recommending allowing the one stated
use rather than the full range. A lot of the uses in RGC are more intensive uses geared
towards larger LAMIRDS. This is only a five acre parcel, with the west 300 feet not really
usable, and another 2 to 3 acres that is already developed. Since this is an attempt to
legitimize a use that is already on there the county's approach is to limit the uses.

Commissioner McClendon asked what the expectations are regarding how much
impervious surface there will be.

Mr. Davis stated that under the concomitant agreement the applicant will have to go
through all the existing regulations involving drainage, etc.

Commissioner McClendon asked if impervious surface issues are looked at in the NC zone.

Mr. Davis stated yes if auto sales was a permitted use under that zone. At the time they
asked to put in the sales area they would be given the regulations.

Commissioner McClendon stated that even if the area wasn’t used to sell cars the gravel
was put there. Is that allowed?

Mr. Davis didn’t know whether that was a violation under the land disturbance permit
process.

Commissioner McClendon asked if there were any areas west of the casino zoned RGC or
NC.
Regular Meeting

Mr. Davis stated no.

Commissioner McClendon asked if there are any expectations regarding how isolated the LAMIRDS are and how extensive the development can be.

Mr. Davis there is designation criteria and spacing criteria in the Comprehensive Plan regarding LAMIRDS.

Commissioner Elenbaas stated he doesn’t care what happened in the past regarding this property. That is not the question before the commission. Is it legal to this? Is it a spot zone?

Mr. Davis stated it is legal and not a spot zone, particularly because it involves more than one parcel.

Commissioner Hunter stated he knew Larry Daugert’s father but that will not influence his decision regarding this matter.

Commissioner Hunter stated he had concerns regarding car repair because it is a necessary part of used car sales. It is not irrelevant that people feel they can use property in a certain way that is not consistent with local ordinances. Then having used it for a while getting people to say it’s okay based on the history of the use. This fact can play a role in the decision making. Regarding enforcement, over time screening, landscaping, etc. deteriorate because there is no reason to keep it up. He thinks will become another enforcement action in the future.

Commissioner Onkels asked if there is a requirement in the zoning ordinance regarding maintenance of landscaping.

Mr. Davis stated there is.

Commissioner Honcoop stated the RGC zoning is a much better fit because of what has historically been there and the existing legal businesses there. Regarding the statements related to enforcement, the agreement that would be put in place adds to tools the county has for enforcement.

Mr. Personius agreed and stated it will also benefit the neighbors by requiring screening. The agreement would have time limits and expectations that the applicant must meet otherwise the agreement expires and the rezone goes away.

Commissioner Hunter moved to recommend denial of the proposal. Commissioner Haugen seconded.

Commissioner Hunter stated this is a compliance issue and there is no benefit to the neighbors or the county with the rezone. The county is going to have to rely on the neighbors to ensure that the conditions placed on the rezone are being met. If he were living in the area he would not want car sales in the neighborhood.
Regular Meeting

Commissioner McClendon asked how the enforcement process perceived. Isn’t it still an enforcement issue that should be pursued and agreements reached?

Mr. Davis stated the concomitant agreement takes the place of the enforcement action if all of the conditions are met.

Mr. Personius stated that enforcement is an issue, particularly in Whatcom County, partly because of the nature of the code. Enforcement issues are generally complaint driven because the county doesn’t have the staff or funding to look for issues. Complaints are investigated and action initiated in the form of notice to the property owner. The code is very limiting in terms of actions the county can take. Most of the rights lie with the property owner.

Commissioner Haugen stated the cars are still on the lot and the county says it can’t do anything about it. It impacts the neighbors and someone is making money off of the cars illegally. The Planning Department is bending over backwards to legitimize an illegal use. The county is not being fair and impartial and are not helping the people that live there.

Mr. Personius questioned if the sale of cars the issue or is it the visualization of car sales. If the area is screened so people driving by don’t see them is there an issue with the car sales?

Commissioner Haugen stated this is not about zoning at all, it’s about catering to some individual.

Commissioner Elenbaas stated he views it differently. To be fair and impartial the commission should look at the facts as to is it a legal rezone and does it fit the area and not what the applicant has done in the past.

Commissioner McClendon stated the applicant would not be asking for the rezone if they hadn’t done the non-conforming action.

Commissioner Honcoop stated all he is looking at is do the uses fit or not. He doesn’t see the rezone as a problem, but as an opportunity for the county to have some tools to be able to help mitigate the impact on the surrounding area. He sees the rezone as a benefit.

Commissioner Hunter stated all that is happening is substitution of an ordinance with a contract. The applicant has not followed the rules so far which indicates he won’t follow the concomitant agreement either. Don’t pretend there is some benefit to the county or neighbors from this.

Commissioner Elenbaas stated the fact that the applicant is at the meeting and is going through this process shows him that he does want to comply.

Commissioner McClendon stated she still has issue with the fact that it’s next to impossible to conclude an enforcement issue that the commission should roll over and change the rules. If there is no reason for zoning and it can’t be enforced than don’t have it. The argument she has heard is that whatever anyone wants to do the county will change to zoning to match it. What does that tell the rest of the public?
Regular Meeting

1 Commissioner Honcoop stated there are various reasons why zoning is applied to certain areas and it's not always the best fit. The commission can fix some of those errors. Because someone did something wrong do they need to be penalized? What is the best solution and best fit needs to be looked at.

2 Commissioner Elenbaas thanked Mr. Daugert for testifying and asked if he tried to get more people to come.

3 Mr. Daugert stated no.

4 Commissioner Honcoop stated in the past he had a relationship with Mr. Daugert's firm but that will not influence his decision on this matter.

5 Commissioners Elenbaas and Onkels have both bought items from the store located on the site but stated it will not influence their decisions.

6 Roll Call Vote on the motion to recommend denial of the proposal: Ayes – Haugen, Hunter, McClendon; Nays – Elenbaas, Honcoop, Onkels; Abstain – 0; Absent – Bell, Teigrob, Vekved. The motion failed.

7 Commissioner Honcoop moved to recommend approval of the proposal with changes to read: If the Planning Commission recommends approval, Planning and Development Services recommend the Planning Commission forward the proposed amendment to the County Council with a recommendation of approval subject to a concomitant agreement, a covenant running with the land, that limits new uses to NC uses plus automobile sales and, the existing service station and, rental storage uses as allowed under 20.59.050; 20.59.052(1); and a single family dwelling or duplex for lot of record; as allowed under 20.59.050 and 20.59.055; and requires County approval of a site plan that complies with all applicable county development regulations, and installation of required improvements, including but not limited to landscape materials. Commissioner Elenbaas seconded. Roll Call Vote: Ayes – Elenbaas, Honcoop, Onkels; Nays – Haugen, Hunter, McClendon; Abstain – 0; Absent – Bell, Teigrob, Vekved. The motion failed.

The meeting was adjourned at 8:12 p.m.

Minutes prepared by B. Boxx.

WHATCOM COUNTY PLANNING COMMISSION ATTEST:

David Onkels, Chair

Becky Boxx, Secretary
WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

I. BACKGROUND INFORMATION

File # PLN2014-00008

File Name: Slater Road Rezone

Applicant: Whatcom County

Summary of Request: Rezone about 5 acres from Neighborhood Commercial (NC) to Rural General Commercial (RGC).

Quasi-judicial status: This rezone is a quasi-judicial matter per the state’s Appearance of Fairness Doctrine. Quasi-judicial actions are defined to be: "...those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding." RCW 42.36.010. No member of a decision-making body is allowed to engage in ex parte communication when quasi-judicial matters are pending. An ex parte communication is a one-sided discussion between a decision-maker and the proponent or opponent of a particular proposal which takes place outside of the formal hearing process on a quasi-judicial matter. Any communication between any party and a Planning Commission member that may have the appearance of or potential to lead to bias or partiality should be disclosed as soon as possible at the quasi-judicial hearing on the matter. More information on quasi-judicial actions and the Appearance of Fairness Doctrine is available at http://www.mrsc.org/askmrsc/pastingsubject.aspx?sid=2

Location: Northwest corner of Slater and Elder Roads, about 5 miles west of Interstate 5.

Staff Recommendation: If the Planning Commission recommends approval, staff recommends that the rezone be subject to a concomitant agreement that limits new uses to NC uses plus automobile sales and the existing service station and rental storage uses, and requires County approval of a site plan that complies with all applicable County development regulations, and installation of required improvements, including but not limited to landscape materials.

History:
Whatcom County Planning & Development Services, Department of Code
Enforcement, received several Code Violation Reports from citizens concerned about property values deteriorating due to an alleged car lot at 3322 Slater Road. A site inspection in August 2013 revealed twenty used vehicles for sale parked on the subject site, in the county right-of-way, and on the neighboring parcel at 3310 Slater Road.

Planning & Development Services contacted the business owner and informed him the sale of automobiles in the Neighborhood Commercial (NC) zone district was a prohibited use and that he would have to remove the vehicles from the site. The property owner agreed to remove the vehicles if the county would grant him an extension until September 15, 2013. Staff agreed and conducted a follow-up site inspection and confirmed the vehicles had been removed as promised. Within a few weeks, staff was notified that the property owner had brought the vehicles back to the site.

In December 2013 the owners of both parcels submitted an application to rezone the parcels to Rural General Commercial (RGC) district, which lists automobile sales as a permitted use.

II. ANALYSIS OF PROPOSED REZONE

The area that includes the two subject parcels was rezoned from Rural to Neighborhood Commercial (NC) in 1988 (Ord. 1988-043) at the request of one of the current owners, Larry Jordan. The owners now propose a rezone from NC to Rural General Commercial (RGC) for both parcels. One parcel is developed as a 3,600 square foot service station/convenience store and the other is a rental storage facility with buildings totaling about 16,500 square feet. Neither the service station or mini-storage use is currently a permitted use in NC. The service station predates the NC zoning, and the rental storage use was developed under a conditional use permit.

A rezone from NC to RGC would expand the list of commercial uses permitted on these parcels. Automobile sales is included in RGC's permitted uses, as are the existing service station and rental storage establishments. Commercial uses permitted in each zone are listed in the following table for comparison:

<table>
<thead>
<tr>
<th>Neighborhood Commercial (NC)</th>
<th>Rural General Commercial (RGC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WCC 20.60.050</td>
<td>WCC 20.59.050</td>
</tr>
<tr>
<td>Barber and beauty shops, baker shops, drug stores, food markets, hardware stores, stationery stores, other convenience retail shops not greater than 2,500 square feet per business</td>
<td>Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, and pet stores</td>
</tr>
<tr>
<td>Professional offices not greater than</td>
<td>Service establishment including but not</td>
</tr>
<tr>
<td>2,500 square feet per business</td>
<td>limited to barber and beauty shops, laundries, dry cleaners, furniture repair, frozen food lockers, funeral parlors, animal hospitals, auction houses, financial institutions, fraternal organizations, and professional offices</td>
</tr>
<tr>
<td>Mobile home and RV sales</td>
<td></td>
</tr>
<tr>
<td>Indoor commercial recreation facilities such as bowling alleys, skating rinks, indoor theaters, and physical fitness centers</td>
<td></td>
</tr>
<tr>
<td>Printing and publishing establishments</td>
<td></td>
</tr>
<tr>
<td>Mini-day care centers and day care centers</td>
<td></td>
</tr>
<tr>
<td><strong>Rental storage establishments</strong></td>
<td></td>
</tr>
<tr>
<td>Eating and drinking establishments</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile, motorcycle, marine and farm implement sales</strong>, rental agencies, repair and service, provided that all repair services are conducted within an enclosed building</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile service stations</strong>, car washes, and public garages</td>
<td></td>
</tr>
</tbody>
</table>

In both the NC and RGC zones, maximum building size is limited to 7,000 square feet within a Rural Business designation (WCC 20.59.322 and 20.60.302). This limit was established in 2012 to ensure that new commercial uses are "small-scale" in accordance with Comprehensive Plan Policy 2LL-1 (see Comprehensive Plan evaluation below).

The majority of both parcels is already developed, though some potentially developable land exists between the two existing businesses and to the north of the service station. That is the area that has been used for automobile sales. The western 300 feet of the area lies within a ravine and contains a fish-bearing stream. This area is affected by Critical Area Ordinance restrictions and the applicants plan no development in this area.

**Concomitant Agreement**

Staff recommends that if the rezone is approved, it is subject to a concomitant agreement that agreement that limits new uses to NC uses plus automobile sales and the existing service station and rental storage uses, and requires County approval of a site plan that complies with all applicable County development regulations, and installation of required improvements, including but not limited to landscape materials. WCC 20.90.020(3) authorizes a concomitant agreement in conjunction with a rezone "to impose conditions on, or limitations on uses and may also require performance by the applicant(s) which is/are directly related to mitigation of probable on-and off-site impacts to adjacent uses, public services, and..."
the environment. The agreement may be in the form of a covenant running with the land...

Because automobile sales requires no building to be permitted, no discretionary permit would be necessary to allow the use. The site plan approval requirement would ensure that PDS has reviewed the planned use for compliance with current County development regulations (including but not limited to landscaping, setbacks, access, and stormwater) which would mitigate on- and off-site impacts to adjacent uses, public services, and the environment. Automobile sales on the site would not be compliant with County code until after the site plan is approved and the required improvements are installed, including but not limited to landscaping materials.

III. COMPREHENSIVE PLAN EVALUATION

The Whatcom County Comprehensive Plan designates the two parcels as "Rural Business," which is a "limited area of more intensive rural development" (LAMIRD), as described in the Washington State Growth Management Act (GMA), RCW 36.70A.070(5)(d)(iii). Comprehensive Plan Policy 2LL-1 mirrors the GMA requirements, describing these LAMIRDS as consisting of "the intensification of development on lots containing isolated nonresidential uses or new development of isolated cottage industries and isolated small-scale businesses." Both the NC and RGC zones are permissible in a Rural Business designation (per WCC 20.59.010, 20.60.010), so no Comprehensive Plan designation change would be required for this rezone. As a "type iii" LAMIRD, development within the Rural Business designation is not required to be consistent with the sizes and uses that existing in 1990.

Whatcom County Comprehensive Plan goals and policies that are applicable to the proposed rezone are listed below. These goals and policies are in the rural element of Chapter Two Land Use, whose intent is to protect the character of Whatcom County's rural areas. Staff's recommendation to approve the rezone only in conjunction with a concomitant agreement is intended to protect the character of this rural area, consistent with these policies.

**Goal 2LL:** Designate Rural Business areas to limit and contain nonresidential uses.

**Policy 2LL-1:** All lands designated Rural Business shall meet the Rural Business designation criteria stated in this chapter, and the requirements of RCW 36.70A.070(5)(d)(iii), which describes limited areas of more intensive rural development consisting of

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1 This rezone could not be processed as a Site-Specific Rezone because one of the criteria for such a rezone is that the proposed use requires a discretionary development permit or building permit, per WCC 20.90.063(1)(b).
the intensification of development on lots containing isolated nonresidential uses or new development of isolated cottage industries and isolated small-scale businesses.

Policy 2LL-2: On lots in a Rural Business area where businesses did not exist on July 1, 2012, the new businesses shall be “small-scale” as described in the development regulations. On lots where businesses existed on July 1, 2012, development regulations should not hold the business to a “small-scale” standard.

Policy 2LL-3: Uses in the Rural Business designation need not be principally designed to serve the existing and projected rural population and nonresidential uses, but provide job opportunities for rural residents.

Goal 2DD: **Retain the character and lifestyle of rural Whatcom County.**

Policy 2DD-2: Protect the character of the rural area through the County’s development regulations. In addition to the policies of this plan that provide measures governing rural development, the following County’s key development regulations are incorporated into this plan by reference to assure that the plan contains measures to protect rural character:

A. Measures to contain or otherwise control rural development and reduce the inappropriate conversion of undeveloped land into sprawling, low-density development:

1. Limit the expansion of areas of more intensive development and higher rural densities through Policies 2A-8, 2A-9, 2DD-1, 2DD-8, 2GG-2, 2GG-3, 2JJ-1 through 8, 2KK 1 and 2, 2LL-1 through 4, and 2MM-1 through 4 of this plan.

2. Protect the aesthetic assets of the rural areas and soften the impact of structures through landscape buffers and setback requirements provided in the following Zoning Code provisions, adopted herein by reference:

   a. WCC 20.80.200 Setback requirements;
   b. WCC 20.80.300 Landscaping.
C. Measures to protect critical areas and surface and groundwater resources:

1. Protect the functions and values of critical areas (geologically hazardous areas, frequently flooded areas, critical aquifer recharge areas, wetlands, and habitat conservation areas) and the ecological processes that sustain them, through WCC 16.16 Critical Areas provisions, adopted herein by reference.

4. Protect surface and ground water resources through stormwater management standards established in the County’s Development Standards per WCC 20.80.630 through .636, WCC 20.51 and 12.08.035 referenced in the following Zoning Code provision, adopted herein by reference:

f. 20.59.704 Drainage, Rural General Commercial District;

IV. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. The subject property was rezoned from Rural to Neighborhood Commercial (NC) in 1988 (Ord. 1988-043)
2. Whatcom County staff has notified the property owners that the ongoing sales of automobiles is a prohibited use in the Neighborhood Commercial (NC) zoning district.
3. The property owners have submitted an application to rezone two parcels from NC to Rural General Commercial (RGC) zoning district, which allows automobile sales, among other uses.
5. Notice of the public hearing was issued in accordance with WCC 20.90.045, including publication in the official county newspaper, mailed
notices to property owners within 1,000 feet, and posting of signs on the
subject property at least ten days before the hearing.
6. A State Environmental Policy Act (SEPA) determination of non-significance
(DNS) was distributed May 29, 2014.
7. Notice of the proposed rezone was submitted to the Washington State
Department of Commerce on May 29, 2014.
8. Per Whatcom County Code 20.90.020(3), a rezone may use a concomitant
agreement to impose conditions on, or limitations on uses and may also
require performance by the applicant(s) which is/are directly related to
mitigation of probably on-and off-site impacts to adjacent uses, public
services and the environment. The agreement may be in the form of a
covenant running with the land. The provisions of the agreement will be in
addition to all other pertinent Whatcom County Code requirements.

V. PROPOSED CONCLUSIONS

1. The proposed rezone is consistent with the Comprehensive Plan, and is in
the public interest.
2. A concomitant agreement, in the form of a covenant running with the
land, will ensure that new uses be limited to automobile sales in addition
to those permitted in the NC zoning district, and that automotive sales are
permitted only after County approval of a site plan that assures
compliance with County development regulations and after the required
improvements are installed.
3. The proposed rezone with the concomitant agreement should not result in
any significant environmental impacts.

VI. RECOMMENDATION

If the Planning Commission recommends approval, Planning and Development
Services recommends the Planning Commission forward the proposed
amendments to the County Council with a recommendation of approval subject
to a concomitant agreement, a covenant running with the land, that limits new
uses to NC uses plus automobile sales and the existing service station and rental
storage uses, and requires County approval of a site plan that complies with all
applicable County development regulations, and installation of required
improvements, including but not limited to landscape materials.

ATTACHMENTS

Maps
Application
Site Plan – Existing Conditions
WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive,
Bellingham, WA 98226-9013
360-676-6907, TTY 800-833-6384
360-738-2525 Fax

WHATCOM COUNTY
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR ZONING AMENDMENTS

Please check one of the following:

☑ STANDARD MAP AMENDMENT  ❏ SITE SPECIFIC REZONE  ❏ ZONING TEXT AMENDMENT
Complete Sections A, B, C, & F  Complete Sections A, B, D, & F  Complete Sections A, E, & F

Do not write in this section of the application—for official use only.

Date Received: ___________________________ File #: ___________________________
Date Complete: ___________________________ Initials of reviewer: ___________________________

A. GENERAL INFORMATION—All applicants must complete this section.

1. APPLICANT'S NAME:  
   Massad Bemlos

   SIGNATURE: 

   [Signature]

   MAILING ADDRESS:
   PO Box 30691
   Bellingham, WA 98229-2691

   E-MAIL ADDRESS 
   Masso_back@hotmail.com

   BUSINESS PHONE: 360-961-8845   HOME PHONE: SAME
WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive,
Bellingham, WA 98226-9013
360-676-6907, TTY 800-833-6384
360-738-2525 Fax

WHATCOM COUNTY
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR ZONING AMENDMENTS

Please check one of the following:

☑ STANDARD MAP AMENDMENT
Complete Sections A, B, C, & F

☐ SITE SPECIFIC REZONE
Complete Sections A, B, D, & F

☐ ZONING TEXT AMENDMENT
Complete Sections A, E, & F

Do not write in this section of the application-for official use only.

Date Received: _______________ File #: __________________
Date Complete: _______________ Initials of reviewer: _____________

A. GENERAL INFORMATION—All applicants must complete this section.

1. APPLICANT’S NAME: _______________ Larry Jordan

SIGNATURE: ___________________________

MAILING ADDRESS:
P.O. BOX 45
Ferndale, WA 98248

E-MAIL ADDRESS

________________________________________

BUSINESS PHONE: 967-7220 HOME PHONE: 967-7220
2. AGENT'S NAME: Larry Stoner

MAILING ADDRESS: 4751 Birch Bay-Lynden Rd #259
Blaine, WA 98230

E-MAIL ADDRESS: stonerlr@aoi.com

BUSINESS PHONE: 360-201-9777

3. TOPIC OF PROPOSED AMENDMENT: Zoning Map Amendment from Neighborhood Commercial to Rural General Commercial

4. Please give a complete but short description of the proposed amendment.
   See Attached

5. Explain how the proposed amendment is consistent with the goals, policies, and overall intent of the Comprehensive Plan by listing specific goals or policies and explaining how the proposal complies with each of them.
   See Attached
6. Please describe the "changed" condition(s), which support the amendment.

See Attached

B. ZONING MAP AMENDMENTS (STANDARD MAP AMENDMENTS AND SITE SPECIFIC REZONES)

7. PROPERTY INTEREST OF APPLICANT:
   - [☑] PURCHASER/OWNER
   - [□] LESSEE
   - [□] OTHER:

EXISTING COMPREHENSIVE PLAN DESIGNATION:
Rural Business

EXISTING ZONING DISTRICT:
Neighborhood Commercial

SUBAREA:
Cherry Point

8. What is the proposed zoning classification?

Rural General Commercial

9. What is the present use of the property or properties within the proposed rezone?

See Attached
10. Describe the land use of the surrounding properties.

See Attached

C. STANDARD MAP AMENDMENTS

11. Supporting information for standard map amendments (attach the following items):

a) A vicinity map showing property lines, roads, buildings and their use, easements, existing and proposed zoning, wells and other pertinent data.

b) A list of all property owners and others having a legal interest in the property covered by the proposed change.

c) A list of the names and mailing addresses of the owners of all property within 300 feet (exclusive of roads and alleys).

A site plan may be requested at a future date if the intended amendment is to accommodate a particular development. The applicant may wish to submit a plan at the time of application. The site plan is a scaled drawing showing approximate location of buildings, roadways, parking, drainage facilities, sanitation and water facilities, and easements. Where appropriate, the location of landscaping, buffers, common areas, and typical individual lease spaces for mobile home and recreational vehicle parks shall be included in the site plan.

D. SITE SPECIFIC REZONES

12. Does the proposed amendment have a substantial relationship to public health, safety, morals, general welfare or community needs?
13. Will the proposed use be serviced adequately by essential public facilities such as highways, streets, public safety and fire protection, drainage structure, refuse disposal, water and sewers, and schools; or will the persons or agencies responsible for the establishment of the proposed use be able to adequately provide any such services? Describe.

14. Is the proposal is located within an Urban Growth Area? □ Yes □ No (go to question #15)
   
a) Will the site be serviced by full urban services or be capable of receiving urban services in time to serve the development?

b) Will the proposed site use preclude development at urban levels of density when the area is annexed into the city?

c) Will the proposed site be five (5) or more acres in size? □ Yes □ No

15. Supporting information for site-specific map amendment.
   Attach the following items:
   
a) A vicinity map showing property lines, roads, buildings and their use, easements, existing and proposed zoning, wells and other pertinent data.
b) A conceptual site plan drawn at not less than one (1) inch to one-hundred (100), unless mutually agreed to by the proponent and administrative official, including, but not be limited to:
   1) General location of structures.
   2) Location and number of access points.
   3) Approximate gross floor area of structures.
   4) Name of the proposal.
   5) Identification of areas requiring special treatment due to their sensitive nature.
   6) North directional arrow.
   7) Names and location of all public streets or roads bordering the site.
   8) General legal description(s) for the site.

c) Concurrent submittal of a Discretionary Development Permit or Building Permit, if required for the project.

NOTE: If the project does not require a Discretionary Development Permit or Building Permit or will be constructed in phases, then a narrative statement must be submitted with the conceptual site plan that provides a detailed description of the project proposal and a project completion date. If the project will be constructed in phases provide start and completion dates for each phase and include a final completion date for the entire proposed project.

d) A list of all property owners and others having a legal interest in the property covered by the proposed change.

e) Evidence that all property owners within the proposed rezone boundary concur with the rezone and project proposal.

f) Mailing labels with names and mailing addresses of the owners of all property included within the area proposed for re-designation and:
   - For a map amendment within an existing urban growth area, mailing labels with the typed address of each property owner within 300 feet of the external boundaries of the subject property as shown by the records of the county assessor.
   - For a map amendment outside existing urban growth areas, mailing labels with the typed address of each property owner within 1,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.

For map amendments that involve rezoning property to an Airport Operations District, mailing labels with the typed address of each property owner within 1,500 feet of the
external boundaries of the subject property as shown by the records of the county assessor.

g) A completed Environmental Checklist.

E. ZONING TEXT AMENDMENTS

16. Are there any other circumstances that justify the proposed change?

F. AUTHORIZATION:
Signature of Applicant(s) or Agent:
(I, we) certify that (I, we) are the owner(s) of record of all the above described property and
that we will pay for legal notice in the newspaper:

Date: 12/04/13
Date: 12/04/13.
Date: __________________________
Date: __________________________
ATTACHMENT TO ZONING AMENDMENT APPLICATION

4. Please give a complete but short description of the proposed amendment.

The proposed zoning map amendment seeks to correct/change the zoning designation of the property located at the NW corner of Slater and Elder Roads within the existing LAMIRD III comprehensive plan Rural Business designation. The zoning designation correction would be a change from Neighborhood Commercial (NC) to Rural General Commercial (RGC). This proposal does not seek to change boundaries of the existing Type III LAMIRD – Rural Business Comprehensive Plan designation.

5. Explain how the proposed amendment is consistent with the goals, policies, and overall intent of the Comprehensive Plan by listing specific goals or policies and explaining how the proposal complies with each of them.

The Comprehensive Plan designation for the subject property is Rural Business. The Comprehensive Plan goals and policies related to said designation are Goal 2LL, and policies 2LL-1 through 2LL-4. A zoning designation of RGC for the existing Type III LAMRID area at Slater and Elder Roads furthers and implements the Comprehensive Plan goals and policies related to Type III LAMIRD-Rural Business, more so than the zoning designation currently in place at this location. NC is more closely associated with Type I LAMIRD’s. This location is already listed as a Type III LAMIRD within “Chapter 2, Land Use - Rural Business” section of the Comprehensive Plan, and that LAMIRD designation fits more closely with an RGC designation, as discussed in more detail below.

The purpose of the RGC zoning designation is as follows (WCC 20.59.010):

“The purpose of the Rural General Commercial District is to provide for limited commercial activities which serve the surrounding community and provide job opportunities for residents of the rural area. This district may be located in either a rural community or rural business area, which are “limited areas of more intensive rural development” per RCW 36.70A.070(5)(d). The district shall comply with the rural land use policies and criteria set forth in the Comprehensive Plan .......... New development in a rural business designation is limited to isolated small-scale businesses.” (Emphasis added).

The two parcels located within the Rural Business Comprehensive Plan designation at Slater and Elder Roads are developed with an indoor/outdoor rental storage facility and a mini-mart service station. They both provide
jobs and services to the residents in the adjoining rural zoned areas. If zoned RGC, both of these parcels could readily be used for expansion of existing or establishment of new businesses within the area of the existing Rural Business designation at this location.

The RGC designation is most applicable and consistent with the current and potential future uses at the site. Given the more limited use options within the Rural Neighborhood Comprehensive Plan designation, and the less restrictive limitations on uses within the Rural General Commercial zoning designation (which is proposed to be the new zoning designation), compatibility with the surrounding rural area is assured.

Comprehensive Plan policies that support this change from NC to RGC include:

**Goal 2LL of the Comprehensive Plan by:**

1) *providing job opportunites for rural residents;*

2) *allowing new development of isolated small scale business.*

Type III LAMIRD'S provide for the establishment of new businesses to better serve the surrounding area and to provide for employment opportunites. In this case, there is additional vacant acreage within the storage facility property (conditional use issued in 1998) to provide for expansion of this use, or establishment of new businesses.

There are fewer options and more restrictions on the establishment of new businesses within the NC zone than within the RGC zone. Under RGC, the gas station/mini-mart could be expanded to include automobile related uses such as auto maintenance, auto repair and auto sales. These logical options are not available within said NC zone. Such uses would require the hiring of additional employees to staff and operate these businesses. Given the zoning limitations of NC, the goals of the Rural Business designation are not met at this location with the NC designation, but would be furthered with the RGC designation. In sum, although the RGC and NC designations have similarities, there are significant differences and the RGC designation would better meet Goal 2LL of the Comprehensive Plan than the current NC designation does.

If rezoned from NC to RGC, there are many more options for further development of the mini-mart site and adjacent Rural Business land. The
parcel where the mini-mart is located can be enlarged via a boundary line adjustment, all within the existing Rural Business designation. There are approximately 1.5 acres of vacant Rural Business-NC zoned land adjoining to the north of the mini-mart. With this extra acreage, change of the current NC designation to RGC will provide for easy expansion of the mini-mart/gas station business or development of other businesses consistent with the Rural Business designation, and an RGC zoning designation that would provide additional services and employment opportunities for the nearby rural areas. Similarly, the owner of the storage facility would have more options to expand or establish new businesses if the NC designation is changed to RGC.

Within the NC zone, commercial uses are limited and do not further goals at the Rural Business location. Under the NC zoning designation there are only eight commercial permitted uses and four conditionally permitted commercial uses. One of said conditional uses is a service station which already exists on the site.

Furthermore, the NC zone places rather unusual restrictions on permitted uses. All permitted uses are subject to evaluation by the zoning administrator. The possibility of imposition of restrictive conditions or denial may tend to discourage business owners from attempting said expansion, or pursuing other uses ostensibly allowed in an NC zone. In RGC, permitted uses are permitted without this subjective judgement, further fostering the goals of allowing new small scale business and providing employment opportunities for rural residents.

Additionally goals and policies of the Comprehensive Plan which are further served by rezoning this property from NC to RGC are as follows:

Policy 2A-4: Designate land uses that reflect the best use of the land.

The RGC zoning designation allows the subject properties to be put to their highest and best use by permitting more commercial uses in this isolated Type III LAMIRD.

Policy 2A-13: Allow for adequate economic development to provide economic sustainability, adequate employment opportunities and services in and for the rural areas.

Permitting RGC uses on these properties provides for enhanced employment opportunities and adds appropriate rural general services for the rural community. This property is not located within an identifiable neighborhood or community for which the NC zone was intended. It is an isolated site that
is positioned on a major arterial, which provides expanded employment opportunites for more rural residents within a wider rural area. RGC allows a greater variety of uses that will provide expanded employment opportunites

*Policy ZK-1: Support small and cottage businesses in rural areas that minimally impact productive agricultural, forest or mineral resource land.*

The proposed amendment would not adversely impact any agricultural, forest or mineral resource lands as the properties are already developed as commercial businesses. Granting the zoning amendment would support small businesses in a rural zone by allowing an appropriate variety of commercial uses on the commercially developed properties within an existing Type III LAMIRD Rural Business designation.

*Policy 7K-2: Designate adequate zoning to allow business and industrial development where it is needed and most appropriate.*

*(see each of the discussions above)*

6. Please describe the “changed” condition(s), which support the amendment.

(See question #5 above). The change involved in this application is to reflect existing uses on this site, and to correct assignment of a zoning designation that upon closer scrutiny and consideration of the goals of the Rural Business Comprehensive Plan designation, is an incorrect zoning designation.

9. What is the present use of the property or properties within the proposed rezone?

The existing uses of the two properties within the proposed rezone include an indoor/outdoor storage rental facility and a mini-mart service station.

10. Describe the land use of the surrounding properties.

The zoning designation for all of the surrounding properties is R5A. The properties to the South are undeveloped tribal lands and the properties to the North, West, and East are intermittently developed with single family residences and small farms.
Agent Authorization

If you are authorizing an agent to apply for permits on your behalf you must complete this form, which will provide authorization for a designated agent to apply for permits on your behalf. This form is required for the protection of the property owner. Planning and Development Services will not accept an application that is not either signed by all property owners or accompanied by this form.

I/we, Larry Jordan, the owner(s) of the subject property, understand that by completing this form I hereby authorize Larry Stoner Land Development Consultants to act as my agent. I understand that said agent will be authorized to submit applications on my behalf. I also understand that once an application has been submitted that all future correspondence will be directed to the agent.

Larry Jordan
Property Owner(s) Printed Name

Date

Property Owner(s) Signature

Date

I certify that I know or have satisfactory evidence that Larry Jordan is/are the person(s) who appeared before me, and said person(s) acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 12/4/13

Notary Signature:

Printed Name: Jesse J. Stoner

Notary Public in and for the State of Washington
Residing at Ferndale, WA
My appointment expires: 08/27/15

Application received by __________________________ Date ________________
Agent Authorization

If you are authorizing an agent to apply for permits on your behalf you must complete this form, which will provide authorization for a designated agent to apply for permits on your behalf. This form is required for the protection of the property owner. Planning and Development Services will not accept an application that is not either signed by all property owners or accompanied by this form.

I/we, ________________________________, the owner(s) of the subject property, understand that by completing this form I hereby authorize Larry Stoner Land Development Consultant to act as my agent. I understand that said agent will be authorized to submit applications on my behalf. I also understand that once an application has been submitted that all future correspondence will be directed to the agent.

Massad Boulos
Property Owner(s) Printed Name

10/31/13
Date

Property Owner(s) Signature

10/31/13
Date

I certify that I know or have satisfactory evidence that ________________________________ is/are the person(s) who appeared before me, and said person(s) acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 10/31/13

Notary Signature: ________________________________
Printed Name: ________________________________
Notary Public in and for the State of Washington
Residing at Ferndale, WA
My appointment expires: 08/27/15

Application received by ________________________________ Date ________________________________
Fee Responsibility

Venue and Jurisdiction: The parties hereto recognize and agree that the venue of any action involving their rights or obligations related to this application shall be in Whatcom County, and the parties' rights and obligations hereunder shall be determined, in accordance with the laws of the State of Washington.

Fee Guaranty: Notwithstanding that this application has been submitted in the name of a company, I personally guarantee payment of fees accrued according to the terms listed in the Whatcom County Unified Fee Schedule and that my personal guarantee is part of the consideration for review of the application.

I/we, ____________________________, hereby certify that the above statements and the information contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge, and that the list of surrounding property owners is complete and current.

Signature of Applicant ____________________________ Date ____________

Signature of Owner ____________________________ Date ____________

I certify that I know or have satisfactory evidence that ____________________________ is/are the person(s) who appeared before me, and said person(s) acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated ____________

Notary Signature: ____________________________
Printed Name: ____________________________
Notary Public in and for the State of Washington
Residing at ____________________________
My appointment expires: ____________

Application received by: ____________________________ Date: ____________________________
C. STANDARD MAP AMENDMENTS

11. b) Massad Boulos - 3310 Slater Rd (parcel #390134 520013)

Larry Jordan - 3322 Slater Rd (parcel # 390134 485016)
WHATCOM COUNTY COUNCIL
Regular County Council

August 5, 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

Present: Barbara Brenner, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.
Absent: Ken Mann and Sam Crawford.

FLAG SALUTE

ANNOUNCEMENTS

(From Committee of the Whole)

1. CONSIDERATION OF AN APPEAL OF A HEARING EXAMINER’S DECISION (APL2014-0001 & APL2014-0002), FILED BY DAVID STALHEIM, REGARDING A 180 DAY EXTENSION TO A LAND DISTURBANCE PERMIT (LDO2011-0054) ISSUED TO PACIFIC INTERNATIONAL TERMINALS, INC. (AB2014-208)

Browne moved to uphold the Hearing Examiner’s decision.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

PUBLIC HEARINGS

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 12.60 – ROAD NAMING SYSTEM (AB2014-270)

Roland Middleton, Public Works, gave a staff report. Allow an applicant to request a road name change. The document includes housekeeping measures to make administration and road naming more straight forward.

Weimer opened the public hearing and, hearing no one, closed the public hearing.

Browne moved to adopt the ordinance.
Brenner asked if this has been through the Point Roberts Advisory Committee. Middleton stated it has not. The ordinance codifies the process by which they’ve always administered the code.

Brenner referenced Whatcom County Code (WCC) section 12.60.120(C)(2) and asked about accessory dwelling units. A separate address for an accessory cottage on someone’s property will cause great confusion. It will cause pressure on future councils to divide the properties. Handle it differently. Create some sort of signage to direct emergency vehicles instead of a separate address. Middleton stated this language was requested by people who are doing the addressing. Delivery drivers, for example, are delivering to the main unit when more than one home has the same address. The pressure to subdivide doesn’t come from an address.

Brenner stated it’s up to the property owners to make it clear to delivery drivers. An accessory dwelling unit doesn’t refer to a rental unit. It is an accessory to the main house. Some of the planning staff told her they didn’t want detached accessory units because there would be pressure in the future to create subdivision where they may not want it. She asked that this be revisited by the proponent and held in committee.

Tyler Schroeder, Executive Office, referenced the section regarding permitted units. If there are two permitted residences, they should have separate addresses. If the structures are non-permitted, no address should be assigned. That was the concern that planning staff had in the past. The Planning Department supports this language. The Public Works staff requests this language to make it clearer when addressing requests are received.

Weimer asked if accessory dwelling units can be rental units. Schroeder stated they can be. The addressing as recommended would make it clearer for Planning staff and emergency vehicles. Giving a separate address on a separate accessory dwelling unit on a single parcel won’t open the door for a subdivision. That would have to come to the Council to do something silly like that. If the Council wants to allow a subdivision, the address isn’t going to make a difference. He doesn’t understand the concern.

Browne stated allow an address on a structure if it makes it easier for emergency medical services (EMS) to save a life.

Brenner moved to refer to the Public Works Committee.

The motion to refer to committee failed by the following vote:

Ayes: Brenner and Kremen (2)
Nays: Browne, Buchanan, and Weimer (3)
Absent: Mann and Crawford (2)

Brenner moved to amend WCC section 12.60.120(C)(2), “One or more than one permitted detached accessory dwelling units on a separate driveway, then each unit shall have a separate address.”

The motion to amend failed by the following vote:

Ayes: Brenner (1)
Brenner stated this is just a way to get more money from people instead of solve a problem. It will create a lot of confusion for people who come onto the property.

Kremen stated he is against the previous motion to amend since the accessory dwelling units can legally be rented out to other individuals or families. This won’t lead to subdivided parcels. It’s important for renters who are not related to the primary household to have their own address for emergency reasons, credit card billing address reasons, and many other legal reasons.

Brenner asked what the process will be if this passes and people have to have a second address. Schroeder stated that in most situations, someone would have to request an address from the Public Works Department.

Middleton stated that if the fire department brings forward an issue, a person would be requested to do an existing accessory dwelling unit. For the most part, this applies from now forward. It’s not retroactive. If someone applies for and receives a permit for an accessory dwelling unit, it will have two separate addresses. Existing accessory dwelling unit owners aren’t breaking the law because they were vested under their original approval. Originally, the County reviewed one quarter of the addresses each year to make address corrections. However, there is no staff to do that now, so that language has been removed. The addresses are being corrected if someone brings an addressing problem forward. Staff doesn’t intend to look through all the accessory dwelling unit records and have everyone fill out a change request.

Weimer asked if there is a fee for a second address. Middleton stated there is a fee in the unified fee schedule to pay for the staff time it takes to put it together.

Browne stated the fee is $35. If addresses are out of sequence, they could request assistance from EMS, the Postal Service, or courier companies. Middleton stated they’ve done that. They are working on a handful they know about now. In the late 1980’s, there were several addresses out of sequence. A lot of work was done to establish a road naming system. Staff administering the code on a daily basis have requested these changes to make it better for the code and in concern of EMS.

Browne stated some empty lots on which people have parked their recreational vehicles (RV) don’t have addresses, and they’re difficult to find if they call for EMS.

Brenner stated empty lots aren’t required to have an address.

Brenner asked about allowing someone to not have to have a second address if the accessory unit is never a rental.

Browne stated Mr. Middleton already explained there is no requirement to get a second address.

The motion to adopt as presented carried by the following vote:

**Ayes:** Browne, Buchanan, Weimer and Kremen (4)
NASDAQ:  Brenner (1)
Absent:  Mann and Crawford (2)

2. RESOLUTION APPROVING RECOMMENDATIONS ON APPLICATIONS FOR
OPEN SPACE CURRENT USE ASSESSMENT ON LANDS LOCATED WITHIN THE
CITY OF FERNDALE (AB2014-271) (7:32:42 PM)

Erin Osborn, Planning & Development, gave a staff report. Staff recommends
approval.

Weimer asked if the City of Ferndale has to have a hearing, too. Osborn stated it
does. Both jurisdictions have to approve it.

Weimer opened the public hearing, and the following person spoke:

Craig Wright, applicant representative, stated he is available to answer questions.

Hearing no one else, Weimer closed the public hearing.

Buchanan moved to approve the resolution.

The motion carried by the following vote:
Ayes:  Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays:  None (0)
Absent:  Mann and Crawford (2)

3. RESOLUTION APPROVING RECOMMENDATIONS ON APPLICATIONS FOR
OPEN SPACE CURRENT USE ASSESSMENT ON LANDS LOCATED WITHIN
UNINCORPORATED WHATCOM COUNTY (AB2014-272) (7:36:49 PM)

Erin Osborn, Planning & Development, gave a staff report. Staff recommends
approval. The Planning Commission recommended approval for both applications, but
added a further recommendation on the Hemnes property. Staff recommends a condition
that they demonstrate within four years that they meet the qualifications, but not
necessarily that they need to be approved. The Planning Department staff also recommend
approval of the timber applications.

Brenner asked if open space designation stays with the property unless it’s removed.
Osborn stated that the buyer has to sign a notice of continuance or the seller is liable for the
back taxes. In this case, the buyer signed the notice of continuance, but the Assessor
stated that it doesn’t qualify for continuance because the seller couldn’t demonstrate the
income required to maintain classification. Therefore, the Assessor approved the
continuance pending reclassification to a different open space application.

Brenner asked how long the previous owner had the property designated open space
agriculture. When an owner sells the property and can’t show they met the qualifications of
the designation, they should still be liable. The County lost taxes because someone wasn’t
farming. Osborn stated the statute allows for reclassification and this circumstance.
Brenner stated the Planning Commission minutes don’t indicate how the commissioners voted.

Weimer opened the public hearing, and the following people spoke:

Craig Wright, applicant representative, stated he is available to answer questions.

Max Hurlbut stated there were minimal tax benefits to the four lots. There is a public benefit. The property is on a steep hillside and provides wildlife trail between the Stimson Family Reserve and Geneva Lake. Also, there were three mudslides on the hillside due to neighboring development. They want to keep the property open with trees on it to anchor the soil. Very little open space exists between Seattle and Vancouver, B.C., which is beginning to look like the area between San Diego and Los Angeles in the 1940’s. Keep the area in open space and keep the trail open for animals and hikers. The trail is available for public access.

Matthew (inaudible) stated he supports the Hurlbut application. The Hurlbuts have been good stewards of the land near the Stimson Reserve.

Wendy Harris stated she agrees with the previous speaker. The Growth Management Act (GMA) obligates them to use open space in part for habitat and wildlife. The County isn’t doing a good job of that. This is a great plan. She supports the Hurlbut application.

Hearing no one else, Weimer closed the public hearing.

Browne moved to approve the resolution.

Weimer asked for an explanation of staff’s proposed changes. Osborn stated approval is subject to the same conditions as the other applications. She read the conditions in the proposed resolution.

Brenner asked if the property can get a lot line adjustment to include the timber without violating the Shoreline Management rules. Osborn stated they’ve already done a lot line adjustment. It’s the same lot of record. It was just never classified.

Weimer stated this should have been scheduled in committee to work through the issues and questions.

Kremen stated he supports referring to committee.

Weimer moved to refer to the Natural Resources Committee on September 16.

The motion to hold in committee carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

OPEN SESSION
(7:56:41 PM)

The following people spoke:

- Sally Harper spoke about the discussion of possible options for regulation of vacation rental uses in Whatcom County (AB2014-295).
- Ellen Baker spoke about the lack of public hearing on the Whatcom County Coordinated Water System Plan (AB2014-253).
- Yoshi Revelle spoke about climate change and ocean acidification concerns.
- Wendy Harris spoke about the proposed watershed improvement districts.
- Sherilyn Wells submitted information (on file) and spoke about a local lecture event regarding war veteran post-traumatic stress disorder (PTSD) on August 25.
- Ken Holmes spoke about there not being any scientific basis for climate change.
- Kathy McDevitt spoke about fireworks at Birch Bay.
- John Steensma spoke about a neighbor rezone and requirement to widen the road that has not been done.

Brenner asked how the Hearing Examiner’s conditions were overruled by an administrative decision.

Weimer stated he and Councilmember Mann have asked the administration to give the Council a presentation on this issue in September. He doesn’t understand how the administration can overrule the Hearing Examiner’s decision.

Jack Louws, County Executive, stated the Hearings Examiner’s ruling gives the Public Works Department the ability to modify the requirements for the road improvements. That decision didn’t make it to his level of the administration. The Engineering Division made the decision based on requirements of other applicants in Whatcom County. The decision was made by County staff, which had the legal authority to do so. Now, the County has a conundrum. The Hearing Examiner clearly stipulated the six-foot widening of the road. The Public Works Department made a decision to reduce the requirements. The County has given the authority to the applicant. The County is in the position now that it would have to pay for a wider road if it wants one, since the County already granted the developer an exception. He understands the concern of Mr. Steensma. The County is going to have to decide if it wants to uphold what the Hearing Examiner decided.

Weimer stated the issues are how to make these folks whole and whether they need to review Hearing Examiner operations to make sure this type of thing doesn’t happen again. Maybe the discretionary language shouldn’t exist. When the County makes other decisions, there’s usually an appeal process. At this point, there was no appeal process because the residents didn’t know a decision had been made.

Brenner stated this decision went beyond an allowed modification.

Steensma stated that the taxpayers are going to pay for the development if the County chooses to widen the road.

- Antonio Garcia spoke about prohibited boat mooring in Bellingham Bay.

(Clerk’s Note: The Council took a break from 8:39 p.m. to 8:43 p.m.)
CONSENT AGENDA

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTHWEST DATA SUPPORT TO DEVELOP A STORMWATER INVENTORY AND MAINTENANCE TRACKING DATABASE FOR THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, IN THE AMOUNT OF $27,350 (AB2014-280) (8:43:06 PM)

Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

OTHER ITEMS

1. REPORT ON COMMITTEE DISCUSSION OF REQUEST TO HAVE COUNCIL SEND A LETTER TO THE STATE DEPARTMENT OF HEALTH ASKING THAT WESTERN DRAYTON HARBOR BE RE-OPENED FOR RECREATIONAL SHELLFISH HARVESTING (AB2014-278) (8:44:23 PM)

Buchanan reported for the Natural Resources Committee and moved to approve the request for a Council letter and approve the substitute version of the letter, which is the letter as amended in committee.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND RH2 ENGINEERING, INC. FOR THE UPDATE OF THE WHATCOM COUNTY COORDINATED WATER SYSTEM PLAN – REGIONAL SUPPLEMENT, IN THE AMOUNT OF $174,776 (AB2014-267) (8:46:05 PM)

Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

Brenner stated she is against the motion. It’s premature to do this through a special interest committee that does not represent all the water interests. They haven’t received the basic background information they need. This allows the committee to expand the original charge. Taxpayer money will benefit certain water interests. The information won’t be objective, because this committee has a vested interest in a certain result. This shouldn’t happen now. She agrees with the letter received from Robert Carmichael about
what needs to get done before this. This is discouraging to the Planning Unit, which is supposed to give the Council recommendations. Hold this request.

Weimer asked if the money for the contract reflects the changed scope.

Gary Stoyka, Public Works Department, stated two of the three items in the scope were removed.

Weimer asked if the $35,000 is not included. Stoyka stated it is not.

Kremen stated he agrees with Councilmember Brenner. It would send a negative message to the Planning Unit members and void their time and work. He moved to hold in Council to a date no later than September 30.

Weimer stated holding it won’t address Councilmember Brenner’s concerns. This is a tool that should move forward to get water demand forecasting and minimum design standards. It doesn’t take anything away from the Planning Unit. It will go to the Planning Unit for review before and after. He will vote to hold because it’s clear that it won’t pass this evening.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

3. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, FOURTEENTH REQUEST, IN THE AMOUNT OF $60,813 (AB2014-273) (8:54:38 PM)

Browne reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

4. ORDINANCE AMENDING WHATCOM COUNTY CODE 3.06, GRANT APPLICATIONS, TO CLARIFY REQUIREMENTS FOR GRANT APPROVAL AND APPROVAL EXEMPTIONS (AB2014-275) (8:55:22 PM)

Browne reported for the Finance and Administrative Services Committee and moved to adopt the substitute version of the ordinance. He described the amendments.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

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5. REQUEST ACCEPTANCE OF PETITION AND PETITIONER'S SECURITY
RELATING TO THE FORMATION OF AN IRRIGATION DISTRICT (TO BE
KNOWN AS THE DRAYTON WATERSHED IMPROVEMENT DISTRICT) (AB2014-
224A) (8:57:02 PM)

Browne reported for the Finance and Administrative Services Committee and
moved to approve the request.

Brenner asked legal counsel if the Council is required by law to accept the petitions
and if the petitioners have met their legal burden to put this on the ballot.

Dana Brown-Davis, Clerk of the Council, stated it doesn’t go on the ballot. The
Council Office runs the election. The Auditor’s Office will provide assistance, but the Council
Office is responsible for running the election. It doesn’t go on the ballot in November. The
Council Office hopes to send out ballots on October 3, 2014.

Weimer stated they will hold a public hearing on this in September. Tonight they are
just accepting the petitions. People can discuss whether the petitioners have met their legal
burden at the hearing. Brown-Davis stated the Department of Ecology will do a study,
investigate the source of water and a few other things. It will submit a report to the
Council. The Council doesn’t decide whether or not to approve the districts. Tonight the
Council is officially receiving the petition and accepting the bond, which the office has
already taken in. This just starts the process moving forward according to the steps
required by State law to get them to the election.

Brenner asked if they are allowed to send it the same time as the general election
ballot. More people would be inclined to respond. Approval is by majority of those who
respond. People who are opposed must vote no instead of not voting. There is an add-on
to the Bertrand district. The vote procedure isn’t one person-one vote. Once someone
agrees to be a watershed improvement district (WID), the decisions are made by a minority
of people.

Henry Bierlink, Ag District Coalition, stated it’s an elected representative system.
Votes are based on acreage rather than on one person-one vote. It’s the same basic
principle. The representatives make decisions on behalf of everyone. If they don’t make
good decisions, someone else can be elected.

Brenner stated the same process is in place for electing the board. That’s not
democracy.

Weimer stated that’s the way the State law set it up.

Brenner stated that someone in Eastern Washington made it more restrictive to allow
one person one vote. Bierlink stated that if that’s true, it was probably done by the Bureau
of Reclamation districts. They are different from the State irrigation districts. These
statutes are about 100 years old, but they are the laws that exist. The petitioners are
following the laws. These districts have been formed twice before.
Brenner stated property can be added on by very few people who control the process. Bierlink stated the owners of over 50 percent of the acreage have to ask to be in the WID.

Brenner stated that is different from being over 50 percent of the property owners. People who are voting need to understand that point. She asked about the amount collected being more than $5 per acre. Bierlink stated the assessment is proportional to the services provided. If the assessment is for more than what the landowners are provided, they are vulnerable to a challenge.

Brenner asked the limit on how high the assessment can go. Bierlink stated the statute doesn’t specify a limit.

Weimer asked if all they are doing is affirming that the petitions are correct, that there is the right number of signatures, and that the bond has been paid in the right amount. Bierlink stated that is correct.

Kremen stated the Council is not supporting or condoning anything. Bierlink stated that is correct.

Browne asked if the proposed districts follow the watersheds. Bierlink stated they would like them to. They did do that pretty well with Bertrand and North Lynden. They didn’t have to draw the boundary around areas that are less farmed. In other areas of the county, the agricultural area is more fractured. The boundaries are more jagged. They don’t want to include areas that are not intensively farmed. They would be vulnerable to having no votes and to assessing people who would not receive a lot of benefit. This is about more intense agricultural issues. The boundaries are not perfect. The four districts are trying to be more representative by drainage area.

Browne asked if these are all legally appropriate.

Karen Frakes, Prosecutor’s Office, stated they seem to comply with the statute, but there will be further investigation by the Department of Ecology, specifically about the supply of water. At this point, they don’t need to worry about that. The petitions appear to be in proper form.

Weimer stated the hearings in September will be to determine if the boundaries are correct and to accept the name. Bierlink stated the Council’s role is to facilitate the referendum, not to approve the referendum.

Kremen stated this entire process was adopted, conceived, and implemented before there were charter counties. There were three commissioners, and there was more contact with the affected landowners. This process doesn’t lend itself to the home rule charter form of government. The process is what it is. The Council must comply with the law.

Brenner stated the American form of government is nothing like what they are setting up. She’s never seen any kind of voting that way. Bierlink stated this isn’t a general purpose government. It’s an irrigation district.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

6. REQUEST ACCEPTANCE OF PETITION AND PETITIONER'S SECURITY RELATING TO THE FORMATION OF AN IRRIGATION DISTRICT (TO BE KNOWN AS THE LAUREL WATERSHED IMPROVEMENT DISTRICT) (AB2014-225A) (9:13:15 PM)

Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

Brenner stated the Council Office sends out an informational packet. She asked who decides what goes into the informational packets.

Dana Brown-Davis, Clerk of the Council, stated the informational packet includes general information about the election. Any detailed information about the irrigation district, including what the district will do and how much it will cost, comes from the proposers of the districts.

Brenner stated the informational literature doesn’t indicate the assessment can be more than five dollars. Brown-Davis stated councilmembers can make suggestions about changing the information, and she will pass it on to the proposers. They will try to address Councilmember Brenner’s concerns.

Bierlink stated they want to be as honest and straightforward as they can.

Brenner stated clarify that the assessment can be more than five dollars. Bierlink stated the board will decide the assessment, which it will present to the Board of Equalization each year. Anyone can present evidence for why the assessment isn’t fair. There is a public process.

Brenner stated her concern is to give people all the information when they vote. Bierlink stated they will listen to her suggestions for changing the information.

Browne asked who would collect the money. Bierlink stated the Treasurer collects the money. It’s on the property tax.

Browne stated he would like there to be a pro and con statement of the initiative in the information.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

7. REQUEST ACCEPTANCE OF PETITION AND PETITIONER'S SECURITY RELATING TO THE FORMATION OF AN IRRIGATION DISTRICT (TO BE KNOWN AS THE SOUTH LYNDEN WATERSHED IMPROVEMENT DISTRICT) (AB2014-226A)
1. Browne reported for the Finance and Administrative Services Committee and
   moved to approve the request.

   The motion carried by the following vote:
   Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
   Nays: None (0)
   Absent: Mann and Crawford (2)

8. REQUEST ACCEPTANCE OF PETITION AND PETITIONER'S SECURITY
   RELATING TO THE FORMATION OF AN IRRIGATION DISTRICT (TO BE
   KNOWN AS THE SUMAS WATERSHED IMPROVEMENT DISTRICT) (AB2014-
   227A)

   Browne reported for the Finance and Administrative Services Committee and
   moved to approve the substitute version of the request.

   The motion carried by the following vote:
   Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
   Nays: None (0)
   Absent: Mann and Crawford (2)

9. RESOLUTION APPROVING A LOCAL AGENCY PARTICIPATING AGREEMENT
   BETWEEN WHATCOM COUNTY AND THE WASHINGTON STATE DEPARTMENT
   OF TRANSPORTATION (WSDOT) AND AUTHORIZATION FOR THE COUNTY
   EXECUTIVE TO ENTER INTO AN AGENCY PARTNERSHIP AGREEMENT
   BETWEEN WHATCOM COUNTY AND WSDOT FOR CONSTRUCTION OF THREE
   COMPACT ROUNDABOUTS ON SLATER ROAD (AB2014-279) (9:20:27 PM)

   Browne reported for the Finance and Administrative Services Committee and
   moved to approve the resolution.

   The motion carried by the following vote:
   Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
   Nays: None (0)
   Absent: Mann and Crawford (2)

10. RESOLUTION COMMENCING THE COORDINATED WATER SYSTEM PLAN
    UPDATE PROCESS (FROM JULY 8 AND 22) (AB2014-253) (9:21:35 PM)

   Brenner reported for the Public Works, Health, and Safety Committee, which moved
   it forward to the Council. She moved to hold to September 30.

   Browne stated the process should be to deal with the resolution before the funding.

   The motion carried by the following vote:
   Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
   Nays: None (0)
   Absent: Mann and Crawford (2)
EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENTS OF JULIE MARTIN AND NANETTE DAVIS TO THE NORTHWEST SENIOR SERVICES BOARD (AB2014-282)  (9:23:05 PM)

Kremen moved to confirm the request.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

INTRODUCTION ITEMS

Buchanan moved to accept the Introduction Items.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: None (0)
Absent: Mann and Crawford (2)

1. ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS ON NORTHWEST DRIVE AT SLATER ROAD (AB2014-283)

2. ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS ON AIRPORT DRIVE (AB2014-284)

3. ORDINANCE AMENDING WHATCOM COUNTY CODE 8.13, TRANSFER SOLID WASTE OPERATIONS MANAGEMENT FROM PUBLIC WORKS TO THE HEALTH DEPARTMENT (AB2014-285)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Kremen reported the National Association of Counties (NACo) annual conference was in New Orleans. He did not attend. He was reappointed to the large urban county caucus, which meets annually with officials at the White House.

Brenner reported she helped serve lunch at Project Homeless Connect on July 25. She also attended a presentation at the new emergency operations coordination center (EOCC) regarding the Oso mudslide disaster. She learned much from the presentation.

Browne reported that he got to ride on a berry picker and toured a berry processing plant. He recommends that people watch a movie called Taking Chance, about returning an Iraqi war casualty home to his final resting place. It was very moving.
Weimer reported that this is the last meeting until September 16. He’s been invited to the White House next week to talk about climate change.

**ADJOURN**

The meeting adjourned at 9:28 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
Regular County Council
September 16, 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
Present: Barbara Brenner, Ken Mann, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.
Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT
Mann moved to approve the Minutes Consent items.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

1. SURFACE WATER WORK SESSION FOR JUNE 24, 2014
2. REGULAR COUNTY COUNCIL FOR JULY 8, 2014

PUBLIC HEARINGS

1. ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS ON NORTHWEST DRIVE AT SLATER ROAD (AB2014-283)
Weimer opened the public hearing and, hearing no one, closed the public hearing.
Brenner moved to adopt the ordinance.
The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)
2. ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS ON AIRPORT DRIVE (AB2014-284)

Weimer opened the public hearing and, hearing no one, closed the public hearing.

_Brenner moved_ to adopt the ordinance.

The motion carried by the following vote:

- **Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
- **Nays:** None (0)

3. ORDINANCE AMENDING WHATCOM COUNTY CODE 8.13, TO TRANSFER SOLID WASTE OPERATIONS MANAGEMENT FROM PUBLIC WORKS TO THE HEALTH DEPARTMENT (AB2014-285)

Weimer opened the public hearing and, hearing no one, closed the public hearing.

_Browne moved_ to adopt the ordinance.

The motion carried by the following vote:

- **Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
- **Nays:** None (0)

4. RESOLUTION ACCEPTING PETITION AND POLL BOOK, ESTABLISHING BOUNDARIES, OFFICIALLY NAMING, AND ORDERING AN ELECTION TO DETERMINE FORMATION OF A PROPOSED IRRIGATION DISTRICT TO BE KNOWN AS THE DRAYTON WATERSHED IMPROVEMENT DISTRICT (AB2014-224B)

Karen Frakes, Prosecutor’s Office, gave a staff report, explained the process, and explained the Council’s role and limitations. The Council may remove property that will not benefit from the district. Other than that, the Council doesn’t have discretion to change the district’s boundaries. If the district is formed after an election, people are able to request from the district that their property be removed if they don’t benefit from the district. During the Board of Equalization assessment process, people can make the argument that they don’t benefit from the district. They wouldn’t be assessed, but would still be a part of the district.

Weimer asked how the Boundary Review Board will be involved in the process. Frakes stated the proponents would file a notice of intention with the Boundary Review Board. Once the notice is filed, someone has to invoke jurisdiction. It’s likely that this will come before the Boundary Review Board, but the Board may not actually review it.

Brenner stated this is a State law. The Council’s hands are tied. She asked why the County can’t make the State decide. The Council is getting blamed for creating these districts. She asked if the Council has no choice but to approve it. Frakes stated the statute directs the County’s role. The State statute tells the County what it must do. Frakes stated the State often dictates what the County is supposed to do regarding growth management planning.
Weimer stated the State Department of Ecology (DOE) delivered its report to the Council today. The Department of Ecology report indicates that they approve.

Weimer opened the public hearing, and the following people spoke:

Robert Perry stated the County has done a very poor job of advertising. The district can collect money per acre from the property owners. The voting process is not fair. Small farmers don’t get representation. Only a few large property owners can decide this for everyone. No one on Harksell Road knows about this. There should be an exact map and advertising.

Crawford stated people who weren’t notified need to contact the Council Office, which is supposed to send out information.

Kremen asked Mr. Perry to clarify the vote per acreage. Perry stated there are two votes per five acres. Someone with 300 acres would get 600 votes. That’s not right. The vote structure should be one vote per person.

Weimer stated this is a State law that the County must follow.

Dale Buss stated nobody on Pole Road, Aldrich Road, and the whole area was notified about this. This is not fair. They don’t know how they will benefit. They should not be taxed to pay for other farms to have all the water. The County must investigate this more. He owns 20 acres.

Bill Clark, Agricultural District Coalition attorney, stated the reason and purpose for the formation of the districts is because it allows agricultural landowners to address water quality, habitat, drainage, and water supply issues with the Department of Ecology, the Department of Fish and Wildlife, Tribes, and with counties. Now, there is no structure for the agriculture industry to solve these problems. The problems will not solve themselves. The owners of almost 30,000 acres of land have supported these petitions.

The County’s role is limited. The process for creating the districts is in State law. The State gives the role to the landowners, who get to decide if they want these districts.

They’ve held a number of public workshops over the past year. A number of people have come to understand the purpose of these districts. Today’s letter from DOE says that creating the districts does not take away their authority. All water right permitting decisions still have to be made by the agency. The districts don’t get around the water right process. Also, these districts will have no authority over other people’s water rights.

The process of including versus excluding acreage is something that the statute allows the Boards to do.

Brenner asked about the special election process and whether the election could have been held during the general election. Clark stated the State law requires a separate ballot. It could possibly be structured to hold the election at the same time, but it still has to be a separate ballot. A ballot separate from the general election will not get lost in the shuffle. It stands out more for the voters.
Kremen asked where all the water is coming from. This seems too good to be true. Clark stated there are limits to the available water. He’s not saying more water will be available. This is a process to work within the existing legal system to come up with mitigation plans so they can get more water rights without impacting senior tribal or senior municipal rights. A single agricultural land owner does not have the wherewithal to come up with a complicated mitigation plan. The concept is to allow a district to come up with a groundwater model and mitigation plan on behalf of landowners within the district in case they want to pursue water rights.

Bob Burr stated he asks the Council to delay or keep open the public hearings for another two weeks. The public didn’t receive the letter from DOE today like the Council did. They should have time to look over the letter before the hearing is ended. The DOE report was supposed to work on the source and sufficiency of the water. The petition to form the districts should have addressed these topics, but didn’t. There are questions about whether the criteria have been met.

Randy Honcoop stated he is a raspberry grower on about 45 to 50 acres of raspberries. Agriculture has had water issues for many years. There have been some attempts to address some of the issues, including the issue of water supply. Nine farmers began meeting to come up with solutions and explore options for organizing the production agriculture industry. They have not had a place at the table to deal with policy. This statute allows them to legally organize and develop a stable funding source from the landowners, people who are affected by these issues. They’ve been pursuing this option for over a year. They’ve had public meetings and have worked to get the information out as much as possible.

Tom Thornton stated he is a 40-acre farmer who is one of the nine farmers who have been working to come up with solutions to problems that face the agricultural industry. Water has been an issue for many years. This process is critical to agriculture. Now, they have no legal standing on any issue. They need the watershed improvement districts (WIDs) to address the water issues. These water issues affect all types of farmers. If farmers don’t have water, they can’t make a living in the agricultural industry. Water issues are too complicated and expensive for one farmer to address individually. The industry must work together. This is the process that gives them the opportunity to bring the agricultural industry together. The process is democratic. The two existing WIDs in the county have been flexible with landowners. If landowners are not specifically affected, they aren’t taxed.

Karen Brown stated she supports the agricultural community, but is opposed to the districts. The agricultural community has a place on the Planning Unit. The letter from the Department of Ecology says there is adequate supply of water for the proposed districts because no water is needed for the purpose of the WIDs. Ecology is sidestepping the issue that no one knows how much water is in Whatcom County. She submitted a letter to the Council. Once the WIDs are formed, all the taxpayers in the WID have a vote, including corporations that do not reside in the United States. There are a number of those who are big landowners. They will lose local control.

Wendy Harris stated she is opposed to forming the districts. The scope is not restricted to determining the name and boundaries. The petition requirements include a statement of the probable source or sources of water supply for this proposed irrigation...
district. The farmers are not using the right mechanism to address their problem. The petition is procedurally flawed.

The petition is also required to identify any other matter deemed material. The Council has more authority than it is being told. The Council has the right to expand the scope of the hearing, address other things, or control how this moves forward.

Henry Bierlink, Agriculture District Coalition, stated this is important for the future of agriculture. They’ve held public meetings to give people a chance to ask questions, give suggestions, and address concerns. They’ve been trying to find a way to address the issues of water rights, drainage, water quality, and other issues for many years. They all know they will be stronger working together than working individually. He described the history of the Agricultural Preservation Committee nonprofit organization, a proposed countywide irrigation district in 1995, and the Bertrand and North Lynden WIDs. This process creates a way for farmers to work together on these issues. They are always open to suggestions. They’ve tried to get the word out as much as possible.

Ryan Ericson, Futurewise Whatcom, stated his organization supports forming the WIDs. It will help prevent more intense development in rural areas. It is to ensure a viable local agriculture economy. The WIDs are proven to work. The agriculture industry can use economy of scale for implementing irrigation efficiencies, exploring best management practices for water quality, and providing an opportunity to work together on water quantity issues. Ideas to explore include mitigation, water banking, and transfers of water rights within a WID. The Council may also add properties to the districts if they will benefit from the WID. The Bertrand WID goes down to two and a half acres. He asks Council to look at the smaller agriculture owners for inclusion in the WID.

Hearing no one else, Weimer closed the public hearing.

Crawford moved to approve the resolution. He asked the benefit to a landowner who does not farm or a well owner. Clark said the benefits would include representation by the WID for habitat protection, drainage issues, water quality problems, and groundwater issues to properties with an agricultural zone. Landowners can ask to be excluded from the WID if they don’t receive a benefit. The County doesn’t have a role in parcel-by-parcel review. If a property needs to be adequately drained, properties with wells can benefit.

Brenner asked what the total limit of assessment per acre would be. The boards for the WIDs can decide the amount of the assessment. She was told there is no limit. Clark stated the assessment level must equal the benefit received by the landowner. If a project doesn’t benefit all the landowners, only the landowners who benefit from the project have to pay for the project.

Brenner asked who makes the decision about benefits received. Clark stated the district board makes that decision.

Browne stated they’ve excluded any parcels not in designated agricultural open space. All parcels less than four and a half acres in size are excluded. Many parcels started as five acres, but had to surrender land for right-of-way. Those parcels between four and a half acres and five acres are subject to the district, but would have no votes. Clark stated there can be fractional voting that allows those people to vote.
Brenner asked if anyone, regardless of their open space designation, can be in the boundary. Bierlink stated all four of these districts exclude any properties without an agricultural open space designation from the assessment roll and vote.

Mann asked if that exemption would explain why some people didn’t get the informational mailing. Clark stated that’s possible.

Bierlink stated some parcels were removed if they don’t demonstrate a clear benefit. It’s possible that some people such as Mr. Buss aren’t included in the district boundary, because either the boundaries were drawn around him, or his property doesn’t have an agricultural open space designation.

Mann stated that people who are not in the agricultural open space program are not in the district, are not eligible to get taxed, and would not have received the information letter.

Crawford stated he supports the resolution. He supports the farmers. He is sympathetic to the problem of a lack of long-term water security for farming in Whatcom County. The legal environment has allowed agriculture to thrive, but this will ensure that farmers have a legal standing in the future. He shares much of the skepticism of the well owners who don’t see the benefit of this and don’t feel informed. Give this the opportunity to go to the voters. The Council only has the legal role it is assigned.

Weimer read from the letter from the DOE regarding water rights.

Brenner stated she was not going to support it until she learned that only properties with the open space agriculture designation are included. She disagrees with the voting structure. It’s not democratic. People are being taxed without equal representation. The better alternative is for someone to challenge the law. It’s been in place for many years. Water issues are coming to the forefront, which is why there is so much controversy. However, those with the agricultural open space designation are already receiving tax benefits. She supports the motives of the proponents, but isn’t sure this is the right process. People can appeal, but they have to go before the district’s board. The people with more land have the power. It’s hard to believe someone will be elected to the board that doesn’t have lots of land.

Kremen stated the majority of the farms don’t have a legal water right. That won’t be allowed to continue forever. He will support the resolution only because it is the only process to address the water availability problem for agriculture. It isn’t the process he prefers. He doesn’t question the intention of the proponents. He hopes they’re not creating winners and losers. He hopes this will create a winning situation for everyone.

Weimer stated he will support the resolution. He is excited to see the agriculture industry come together to creatively engage in the water process. Many water quality issues can originate in agricultural land. This process will give them the responsibility to deal with those issues. He’s glad the citizens are organizing.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

(Clerk’s Note: The Council reconsidered the vote on this item after Public Hearing #5.)

5. RESOLUTION ACCEPTING PETITION AND POLL BOOK, ESTABLISHING BOUNDARIES, OFFICIALLY NAMING, AND ORDERING AN ELECTION TO DETERMINE FORMATION OF A PROPOSED IRRIGATION DISTRICT TO BE KNOWN AS THE LAUREL WATERSHED IMPROVEMENT DISTRICT (AB2014-225B)

Weimer opened the public hearing, and the following people spoke:

Wendy Harris stated she opposed the districts. The requirements for a valid petition have not been met. They are not complying with the law. The DOE letter emphasized the fact that the districts have no water. The irrigation district purpose is to move water and create the infrastructure to move water. It can’t do that with no water. This goes beyond the scope of an irrigation district. This effort is to secure water for farmers. The district will be entitled to engage in private negotiations with the State and federal government that are not transparent and do not involve public process. The public has a right to be involved in an open and transparent process. Don’t give special privileges to the few. The districts will gain power, such as resolving tribal treaty rights, which has historically caused great problems. They often use assessment revenue to pay for litigation.

Karen Brown stated it looks like very large land owners would run for election to the board and would have control of the district. There is possible nitrate pollution by berry farmers who will be on the boards and have the most power.

Bob Burr stated he is opposed to a flawed public process. Give the public more time to digest the information. Have a conversation with the Council’s legal counsel about potential violation of the petition.

Hearing no one else, Weimer closed the public hearing.

Brenner asked to meet with Council’s attorney in executive session. She would like legal counsel to address the two points brought up.

Crawford asked if legal counsel has reviewed these items and if the requirements are being met.

Karen Frakes, Prosecutor’s Office, stated that she has reviewed the items. The requirements are being met.

Kremen stated he is satisfied that requirements have been met, and the County won’t be subject to a legal challenge.

Brenner referenced the Revised Code of Washington (RCW) and asked if there is a requirement that the petitions have to show they have water. She asked what the sources of water are. Frakes stated the RCW allows these proposed purposes for a WID. Given the proposed purpose of these specific WIDs, they met the requirements of the statute. This
issue came up when the petitions were first presented. At this hearing, they are beyond that. They are looking at the issues specifically outlined in the statute.

Brenner stated the statute asks for a general statement of the probable sources of water supply. Frakes stated there is a statement in the petitions that meets the intent of that requirement.

Weimer stated there was a statement in the petition that addressed that requirement. The statute is clear that WIDs can also be formed for various watershed improvement activities, which do not include the need for water.

Clark stated this statute was written in 1889, when irrigation districts had very limited purposes. Since then, the purpose of the districts has been expanded to include water quality, habitat protection, and other things. The districts can be formed and have been formed to create a water supply. The petitions reflect the purpose of the district by identifying sources of water such as water banking, mitigation, and other things of that nature. The letter from DOE indicates that is sufficient for DOE, and that any water rights obtained through a transfer mitigation plan or water right decision have to be made by DOE.

Weimer read from the petition for the formation of the Drayton WID that talks about the proposed water use.

Brenner asked the consequence of delaying for two weeks so people can read the letter from the State Department of Ecology. Frakes stated there is no effect on the election if the Council delays these items for two weeks, according to the conversation she had with Treasurer Steve Oliver.

Brenner moved to hold in Council for two weeks.

Crawford stated he is against the motion to hold in Council. The letter from Ecology is available and simple. Move on with these items.

Brenner stated the letter just came out today. There must be transparency. A delay won’t hurt anything. Allow people who haven’t seen it feel more comfortable.

Weimer stated he is against the motion to hold. The Council had no control over whether people had an opportunity to see the letter and has little control over this process. He’s not sure the letter is pertinent to these decisions, which are about naming the districts and their boundaries.

Kremen stated he supports the motion to hold in Council to provide transparency, since there is no harm in delaying these items for two weeks. It would demonstrate to everyone that the Council is sincere and dedicated to transparency. He asked Henry Bierlink if a two-week delay would create an obstacle.

Bierlink stated there are two issues. The first is the timeline. County Treasurer Steve Oliver has been gracious in terms of assessment role. Normally, the assessment roles for these districts are given to the Treasurer by the middle of October. The Treasurer has allowed them to get the assessment roles to him by December 15. Delaying this two weeks will push that deadline back to December 29, considering everything they need to do.
to run the elections, count votes, certify ballots, swear in new board members, develop the assessment role, and complete the Board of Equalization process. Treasurer Oliver is being gracious by saying it’s doable, but it is a tight timeline for them over the holiday season. He urged the Council not to do this without a very good reason. Regarding the issue of transparency, the question is who needs to deal with this now except for the farmers and landowners who will vote on this. They will have months to look at that letter from Ecology and anything else.

Kremen stated it’s an issue of perception, which means a lot. It’s not just the affected farmers and landowners whom these decisions effect. If members of the public think the Council is pushing through something that they think is significant, it affects how the public views County government.

Bill Clark stated another step they have to go through is the Boundary Review Board process. This statute doesn’t neatly fit that process. The sooner they can start that process the better. He agrees with Mr. Bierlink that the point of needing additional time is if there were some lack of information. They have met the statutory requirement as best they can and in a way that satisfies State requirements.

Brenner stated some people are just finding out about this process, which is quick. Just because they have met State statutes doesn’t mean the process is adequate. It may be legally adequate. She’s concerned that some people on the list don’t know they received notification. Postponing this for two weeks can give them an opportunity to set out a pro/con discussion of both sides of the issue. Allow two weeks for people to get the letter from Ecology and to allow the County to send out pro and con information. Regarding the special election, many fewer people vote in special elections than in regular general elections.

Mann stated he is uncomfortable having two of the proponents speaking to them, even though the Council asked them to speak. Regarding the motion, don’t delay two more weeks. Most of his questions and concerns have been answered, especially about who is exempted from this tax. Many haven’t heard about it because they aren’t eligible to be taxed.

Browne stated he has a concern about whether the requirement has been met regarding the source of water. Because he’s also concerned about government transparency, he supports the motion to hold.

Buchanan stated he agrees with Councilmember Browne. He asked about leaving open the public hearing.

Brenner stated leave the written public record open for comment.

Browne stated he supports the concept of the districts.

Weimer stated he is against the motion to hold. Questions have been asked and answered adequately. In this case, he has no concern that they haven’t been transparent. The Council’s role is limited. Nothing is going to change. Often, the cry of transparency is a cry for delay. They ought to make the decision this evening.
Crawford stated this discussion would be justified if the Department of Ecology had pointed out a deficiency or flaw in the law. That’s not what they said. The Council Office is not sending out information in the next two weeks with pro and con statements.

Jack Louws, County Executive, stated he would encourage the Council to not hold this item in Council. This action by the farmers is admirable. A challenge he’s had is figuring out a way to engage the farming community cooperatively in terms of water quantity and water quality as they move forward. If there is no compelling reason for councilmembers to change their votes on these four ordinances, take the vote tonight. He supports these districts. The proponents have put a tremendous amount of work into the process. The timelines are extremely tight right now.

Debbie Adelstein, County Auditor, stated a delay tonight will cause the WID ballots to be mailed out the same time as the general election ballots. There may be some confusion about where the ballots can be delivered.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan and Kremen (4)
Nays: Crawford, Weimer and Mann (3)

4. RESOLUTION ACCEPTING PETITION AND POLL BOOK, ESTABLISHING BOUNDARIES, OFFICIALLY NAMING, AND ORDERING AN ELECTION TO DETERMINE FORMATION OF A PROPOSED IRRIGATION DISTRICT TO BE KNOWN AS THE DRAYTON WATERSHED IMPROVEMENT DISTRICT (AB2014-224B)

Brenner moved to reconsider the vote on the resolution. She doesn’t want another public hearing. Keep the written record open to 4:30 on September 25, 2014.

The motion to reconsider carried by the following vote:
Ayes: Brenner, Browne, Buchanan and Kremen (4)
Nays: Crawford, Weimer and Mann (3)

Weimer moved to hold in Council.

The motion to hold in Council carried by the following vote:
Ayes: Brenner, Browne, Buchanan and Kremen (4)
Nays: Crawford, Weimer and Mann (3)

6. RESOLUTION ACCEPTING PETITION AND POLL BOOK, ESTABLISHING BOUNDARIES, OFFICIALLY NAMING, AND ORDERING AN ELECTION TO DETERMINE FORMATION OF A PROPOSED IRRIGATION DISTRICT TO BE KNOWN AS THE SOUTH LYNDEN WATERSHED IMPROVEMENT DISTRICT (AB2014-226B)

Weimer opened the public hearing, and the following people spoke:

Wendy Harris stated she is offended by the comment that these are delay tactics. She’s been concerned since she learned about this. She’s been in contact with the State Department of Ecology. She didn’t get a copy of their letter until late this afternoon.
agenda bill doesn’t give clear information about the properties and voters. She doesn’t know if the resolutions are the same as the petitions. That is a problem. The process is unclear. The process should be an ordinance, not a resolution. The State law requires the Council to make an order, which may require an ordinance and different notice requirements. This is not the farmers’ water. It is the public’s water. They all have a right to decide how it’s used. They don’t know how much water is available to divide up among all the shareholders. This lets the irrigation districts get in line for first dibs on water. That’s not fair. All of the water issues should be resolved comprehensively with everyone involved.

Robert Perry stated each member should have one vote.

Joe Elenbaas stated he received the information packet but didn’t open it for a week or two because it came from the courthouse. Nothing good comes from the courthouse. There are procedural issues to determine whether people have gotten the materials. Simplify the situation. Water isn’t available to the public because government agencies haven’t fulfilled their duty to make sure that everyone has their share. Ninety percent of the properties involved don’t know this will take place. Get the word out.

Todd Kelsey stated he supports forming the districts. They are very successful statewide for industry stakeholders. The number of votes correlates to the risk involved to the industry stakeholders. He’s disappointed that all seven councilmembers voted the first time, and then one person’s grandstanding changed three other votes.

Hearing no one else, Weimer closed the public hearing.

Brenner moved to hold for two weeks and continue to take written comments until 4:30 p.m. on September 25, 2014.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan and Kremen (4)
Nays: Crawford, Weimer and Mann (3)

7. RESOLUTION ACCEPTING PETITION AND POLL BOOK, ESTABLISHING BOUNDARIES, OFFICIALLY NAMING, AND ORDERING AN ELECTION TO DETERMINE FORMATION OF A PROPOSED IRRIGATION DISTRICT TO BE KNOWN AS THE SUMAS WATERSHED IMPROVEMENT DISTRICT (AB2014-227B)

Weimer opened the public hearing, and the following people spoke:

Wendy Harris stated irrigation districts are used as a solution in other places. Once there is an irrigation district, work can be done on water, habitat, and restoration. Those places already had a supply of water. They must meet the legal requirements to have water. The petition didn’t address the Council’s right to raise other matters deemed material, which include irrigation boundaries not equaling watershed boundaries. Don’t compare these watershed improvement districts with the Bertrand watershed improvement district, which was formed to address water quality issues.
John Kirk stated he was within the boundary of the first proposal, but not within the boundary after it was redrawn. He asked if the Council has the power to turn down these petitions.

Weimer stated legal counsel indicates that the Council’s role is only to approve the name and determine if the boundary meets the legal obligations.

Brenner stated a resolution has no force of law. Frakes stated the decision shouldn’t be made by ordinance because the Council isn’t adopting a law. The natural, logical process is by resolution. They could also just call it an order. It doesn’t matter what they call it. It’s not an ordinance. The process required for a resolution is different from the process required for an ordinance. The process for a resolution and an order would not be different, because there isn’t a process for a Council order. The process for making an order is not adoption of a law.

Tom Thornton stated the Ag District Coalition has talked to property owners who own 30,000 acres of the total 50,000 acres subject to these districts.

Hearing no one else, Weimer closed the public hearing.

Buchanan asked about the nomination process for the directors of the boards.

Dana Brown-Davis, Clerk of the Council, stated petitioners submitted five names per proposed district. People can fill out and submit a candidate form for names that will also be included on the ballot. They’ve received approximately two additional names per district.

Weimer moved to hold in Council.

The motion to hold in Council carried by the following vote:

Ayes:  Brenner, Browne, Buchanan and Kremen (4)

Nays:  Crawford, Weimer and Mann (3)

OPEN SESSION

The following people spoke:
- Christopher Bruce Diele submitted a handout (on file) and spoke about appropriate methods for bear deterrence.
- Paul Schissler, Purchase of Development Rights Committee, spoke about the resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase of Development Rights Administration and Whatcom County Executive to proceed with the acquisition process for 2014 applications (AB2014-288).

CONSENT AGENDA
Crawford reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through three.

Brenner stated the lease amount in Consent Agenda item one is at market value.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A RESIDENTIAL LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND TED SELLERS FOR THE SILVER LAKE APARTMENT, IN THE AMOUNT OF $670 PER MONTH (AB2014-290)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND THRIVE BY FIVE WASHINGTON TO IMPLEMENT THE NURSE-FAMILY PARTNERSHIP (NFP) PROGRAM, IN THE AMOUNT OF $176,799 (AB2014-291)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND ELEMENT SOLUTIONS TO SATISFY MINERAL RESOURCE ACTION PLAN ITEM #10 OF THE COMPREHENSIVE PLAN, WHICH IS TO BUDGET FOR AND UPDATE THE AGGREGATE RESOURCE INVENTORY STUDY TO DOCUMENT SHORT AND LONG RANGE AVAILABILITY AND LOCATION OF QUALITY MINERAL RESOURCES, IN THE AMOUNT OF $25,000 (AB2014-292)

OTHER ITEMS

1. RESOLUTION APPROVING RECOMMENDATIONS ON APPLICATIONS FOR OPEN SPACE CURRENT USE ASSESSMENT FOR LANDS LOCATED WITHIN UNINCORPORATED WHATCOM COUNTY (AB2014-272)

Buchanan reported for the Natural Resources Committee and moved to approve the substitute resolution.

Brenner stated the representative of the timber land next to Lake Whatcom told the committee that the land would be used as a buffer for other timberland, which is a good use, instead of being harvested.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

2. RESOLUTION AFFIRMING THE PDR OVERSIGHT COMMITTEE RANKING AND AUTHORIZING WHATCOM COUNTY PURCHASE OF DEVELOPMENT RIGHTS ADMINISTRATION AND WHATCOM COUNTY EXECUTIVE TO PROCEED WITH THE ACQUISITION PROCESS FOR 2014 APPLICATIONS (AB2014-288)
Buchanan reported for the Natural Resources Committee and moved to approve the resolution.

Crawford stated he is against the motion because the County will not receive matching funds. There’s no harm in waiting until the 2015 cycle. He suspects the landowners will not do any kind of development in the next 12 months. They have historically used matching funds, which are no longer available. The purchase would be paid for solely with local taxpayer dollars.

Brenner asked if they can do the property valuation now, and still apply matching funds from the federal government in 2015.

Mark Personius, Planning and Development Services Department, stated that would work. The next cycle will begin in March 2015. If the Council authorizes the administration to move forward with the appraisal process tonight, those would get done about that time. They could go through the cycle next year and know whether the County will receive matching funds.

Brenner stated she supports moving forward. If the County doesn’t get funding in 2015, they haven’t held anything up. The properties are appropriate for this program.

Browne stated he’s not sure this is the most efficient use of these funds. He would rather find a way to leverage the funds.

Crawford stated he’s always questioned whether this program is the best use of funds even when the County receives matching dollars.

Weimer stated moving forward with the appraisals will inform them of the property values. The Purchase of Development Rights (PDR) Coordinator is looking for other sources of funds.

Kremen asked the estimated value of the three parcels. The cost of agricultural land is as high now as it has ever been.

Weimer stated the high estimate is $500,000.

Personius stated that they won’t know the value until the appraisals are done. The cost of agricultural land is high, but that lowers the value of the development right.

Browne stated the committee discussed whether the easement allows up to two percent of the property area to be impervious surface for agricultural-related purposes. He asked if that includes a farmhouse. Personius stated it can include a farmhouse. Sometimes a farmhouse is separated from the easement.

Browne stated he is concerned that someone can still put a farmhouse in the easement.

Crawford stated the easement agreement extinguishes the ability to build a residence. The impervious surface is for an agricultural building, not a residence.
Brenner stated they are extinguishing a developable area for a residence.

Kremen referenced the 66-acre parcel with one development right and asked what the easement will provide and what the County would lose if the Council doesn’t purchase the easement, in terms of agricultural value. Personius stated that parcel scored low based on soil classification, however that parcel is very productive. The farming activity is raising vegetables. Because it is flood plain and next to the river, there is an assumption that the soil may be better than the soil survey indicated. The administration is going to have someone test the soil.

Kremen asked what the other acreage would be used for if one house was built on that property. Personius stated that is one of the few parcels that is up against an urban growth area (UGA). It is between the river and the UGA boundary. Part of it is in the flood plain. A portion of it is zoned light industrial within the UGA.

Kremen stated they need to know if the City of Everson is unlikely to develop the section of the parcel that is zoned for light industrial. He doesn’t see a compelling argument for including this parcel in the PDR program.

Brenner moved to include the 66-acre parcel in the PDR Program only if the City of Everson indicates the City has no problem losing the industrial section in the urban growth area (UGA).

Crawford stated a portion of the property is already in the Everson UGA. It already has industrial development on it.

Chris Elder, Planning and Development Services Department, submitted a topographical map (on file). Currently there are no structures in the light industrial area. It is just being farmed. Another option is to draw the easement so it excludes the area zoned light industrial. Mr. Harper indicated he had no problem with including the full property in the easement. He’s asked Mr. Harper to provide that information in writing. The light industrial area could also be used for agricultural buildings. The property owner indicated that area can have a barn or agricultural processing facility. That is another potential agricultural use for the property.

Weimer stated that once they remove the one development right, the property is guaranteed to stay in an agricultural use. Otherwise, someone could put a large house on the upland property with a big lawn that goes all the way to the river.

Browne proposed to appraise the total property both with and without the light industrial area. Elder stated that is possible.

Brenner withdrew her motion to defer to Councilmember Browne’s proposal.

Crawford asked how many acres of this parcel are being farmed. Elder stated approximately 59 acres are being farmed. There is a small wetland forested zone along the edge of the river. The property is currently home to three small farms that sell at the farmer’s market. About ten to 15 acres are in vegetables, and the rest is used for growing hay. There are also blueberries, asparagus, and walnut trees. Since agricultural hay and pastures support dairy farms, it’s hard to put a lesser value on hay production than on
vegetable production. Mr. Williams has the option to grow more vegetables should he desire. The soils are good enough to support that use. At this point, the style of the operation is as a small farm. The option exists to become more mechanized.

Browne stated there is a big difference in the value of agricultural land based on access to water and soil quality, which is reflected in the market. Land value can range from $3,000 per acre to $25,000 per acre, depending on soil quality and the type of crop that can grow on it. Make sure that fact is reflected in any appraisal. There can be a difference in what the Natural Resources Conservation Service (NRCS) soil map says and the actual soil type. If the land is used for hay, that’s probably the best crop that can grow in the soil. Elder stated the NRCS statement is that the owner has likely improved the quality of the soil. They have not had the opportunity to test the soils. The majority of the pasture ground is comprised of prime soils, and the vegetables are growing in the 119 Pilchuck soil, which is rated a lower quality.

Browne stated the valuation needs to reflect the true value of the farmland. Elder stated the County is purchasing the development right versus the value of the agricultural property.

Weimer stated the current motion is to approve all three parcels with the conditions that the Council wants to see written confirmation from the City of Everson about the portion of the 66-acre parcel that is in the UGA, and that the Council wants a dual appraisal of the 66-acre parcel, one with the light industrial UGA property and one without.

The Council concurred.

Kremen stated the appraisal will contain the soil borings to assess the soil. Elder stated he’s already made a request to the NRCS to fly a soil scientist to Washington to perform that soil review. They should get the data at about the same time that the appraisal is done.

The motion carried by the following vote:
Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
Nays: Crawford (1)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND VAN NESS FELDMAN, LLP, TO PROVIDE LEGAL ASSISTANCE IN GROWTH MANAGEMENT HEARINGS BOARD CASES, IN THE AMOUNT OF $10,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $140,000 (AB2014-136A)

Crawford reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan and Kremen (6)
Nays: Weimer (1)

4. REQUEST APPROVAL OF AN INSURANCE POLICY EXTENSION FOR THE WHATCOM CHIEF FERRY (AB2014-289)
Crawford reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND ICON ENTERPRISES, INC. (D/B/A CIVICPLUS), FOR PROFESSIONAL SERVICES TO REDESIGN AND MIGRATE THE MAIN WHATCOM COUNTY WEBSITE TO THEIR HOSTED WEB CONTENT MANAGEMENT SYSTEM IN THE AMOUNT OF $143,840 (AB2014-293)

Crawford reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

6. APPOINTMENT OF ONE COUNCILMEMBER TO THE BELLINGHAM/WHATCOM CHAMBER OF COMMERCE AND INDUSTRY BOARD OF DIRECTORS AS A LIAISON (AB2014-286)

Weimer moved to nominate and appoint Councilmember Browne.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF JOHN LESOW TO THE POINT ROBERTS COMMUNITY ADVISORY COMMITTEE (AB2014-296)

Buchanan moved to confirm the appointment.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

2. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENTS TO THE WHATCOM COUNTY COMMISSION ON SALARIES FOR ELECTED OFFICIALS, IN ACCORDANCE WITH WCC CHAPTER 2.22 (AB2014-297)

Crawford moved to confirm the appointment.
The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

**INTRODUCTION ITEMS**

*Crawford moved* to accept the Introduction Items.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

1. **ORDINANCE ADOPTING 2009 AMENDMENTS TO WHATCOM COUNTY CODE, TITLE 23 – SHORELINE MANAGEMENT PROGRAM (AB2014-287)**
   (Council Acting as the Whatcom County Flood Control Zone District Board of Supervisors)
3. **RESOLUTION DECLARING THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT’S INTENTION TO LEASE PROPERTY ON RIVER ROAD (AB2014-299)**
   (Council Acting as the Whatcom County Flood Control Zone District Board of Supervisors)
4. **ORDINANCE TERMINATING OPEN SPACE TIMBER LAND CLASSIFICATION AND CONSOLIDATING TIMBER LAND CLASSIFICATION WITH DESIGNATED FOREST LAND CLASSIFICATION AND DECLARING LAND PREVIOUSLY CLASSIFIED AS TIMBER LAND TO BE DESIGNATED FOREST LAND (AB2014-300)**
5. **ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, FIFTEENTH REQUEST, IN THE AMOUNT OF $349,100 (AB2014-301)**

**COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

*Mann reported for the Planning and Development Committee on the discussion of possible options for regulation of vacation rental uses in Whatcom County (AB2014-295)* Staff will prepare an ordinance with option two that will go to the Planning Commission next year.
Crawford reported for the Finance and Administrative Services Committee regarding scheduling a Council tour of County facilities at the Northwest Annex and State Street. One potential tour date is next Tuesday after the Surface Water Work Session.

Jack Louws, County Executive, stated he will work with Council staff to schedule a tour from 1:00 p.m. to 3:00 p.m., beginning at the Northwest Annex.

Crawford also reported for the Finance and Administrative Services Committee on the discussion of outreach options for the update of the Comprehensive Solid and Hazardous Waste Management Plan (AB2014-266A). There was general committee consensus that they don’t need to move further on any particular outreach effort beyond what the administration has already approved.

Brenner reported for the Public Works, Health, and Safety Committee on the discussion of a proposed resolution approving the Whatcom County Six-Year Transportation Improvement Program for the years 2015 through 2020 (AB2014-294).

She also reported for the Committee on the discussion regarding the Council’s desire for additional information related to the County’s herbicide spray program (AB2014-221). Public Works Department Director Frank Abart asked councilmembers to submit to him their questions regarding the herbicide program.

She reported that she talked with people who work to stop human trafficking here. They hope for a Council and Executive proclamation to designate a day or week to recognize and try to prevent human trafficking. Last, she attended a banquet for veterans suffering from post-traumatic stress disorder (PTSD). They must correctly name the issue of mental health instead of masking the issues by calling them behavioral health issues.

Kremen reported National Association of Counties (NACo) and Washington State Association of Counties (WSAC) have asked him to participate on behalf of Washington State in a payments in lieu of taxes (PILT) program fly-in at Washington, D.C. Whatcom County receives $1.5 million to $2 million annually in PILT funds. It’s possible the County can lose that money. Other Washington state counties receive more. Congress is threatening to eliminate the program. WSAC and NACo are paying for his trip. The representatives have one day of meetings with key Congressional leadership. The next morning they will meet with a variety of federal administrative departments.

Weimer reported he was invited to attend an emergency response on an oil train spill simulation hosted by the County Department of Emergency Management.

The meeting adjourned at 10:09 p.m.

The Council approved these minutes on ____________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
An Interim Ordinance allowing for marijuana production, processing and retailing as authorized by Washington State Initiative 502, and replacing Interim Ordinance 2014-027 that was adopted on April 22, 2014.

An Interim Ordinance allowing for marijuana production, processing and retailing as authorized by Washington State Initiative 502, and replacing Interim Ordinance 2014-027 that was adopted on April 22, 2014.
MEMORANDUM

TO:       Honorable Members of the Whatcom County Council
FROM:     Nick Smith, Permit Center Specialist - Planner NAS
THROUGH:  Mark Personius, Long Range Planning Manager lwp
DATE:     September 19, 2014
SUBJECT:  Extension of Whatcom County interim recreational marijuana regulations as authorized by Washington State Initiative 502

Background:

Request:
Planning and Development Services (PDS) is requesting an extension in the form of a new interim ordinance of the recreational marijuana regulations adopted under Ordinance 2014-027. Staff is currently working through several pending land use and building permit applications. Therefore, PDS is requesting additional time to see if changes should be made to those regulations before a permanent ordinance is adopted. Staff will bring forth a permanent ordinance to Council within the next six months.

Please feel free to contact me with any questions about this request at 360-676-6907 x 50216 or at nsmith@whatcomcounty.us.

Attachments:
    Proposed Interim Ordinance and Text
    Ordinance 2014-027
ORDINANCE NO. 2014-

INTERIM ORDINANCE ALLOWING MARIJUANA PRODUCTION, PROCESSING AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502

WHEREAS, on November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, thereby amending Chapter 69.50 RCW and providing the regulatory framework for marijuana producers, processors, and retailers to become licensed by the Washington State Liquor Control Board ("WSLCB"); and

WHEREAS, on November 16, 2013, the WSLCB adopted final marijuana licensing rules as codified in Chapter 314-55 WAC; and

WHEREAS, during the period between November 18, 2013 and December 20, 2013, the WSLCB accepted marijuana license applications for marijuana production, processing and retail facilities; and

WHEREAS, Whatcom County began receiving notifications of proposed marijuana facilities from the WSLCB in mid-December, 2013; and

WHEREAS, the WSLCB began issuing marijuana producer, processor, and retail licenses to qualified applicants starting in April, 2014; and

WHEREAS, marijuana facilities as authorized under Initiative 502, are currently not specifically addressed in Whatcom County Code; and

WHEREAS, on September 28, 2013, Whatcom County Planning and Development Services adopted Zoning Interpretation Policy: PL1-73-003Z which determined that marijuana proposed uses, as allowed by Initiative 502, would be regulated in the same way as any other commodity that is grown, processed, or sold in Whatcom County; and

WHEREAS, on January 16, 2014, the Washington State Attorney General issued an opinion stating that Initiative 502 does not preempt counties from banning or placing additional regulatory requirements on marijuana related businesses within their jurisdictions; and

WHEREAS, on February 11, 2014, the Whatcom County Council adopted Ordinance 2014-011, an emergency ordinance imposing a moratorium on the acceptance of all building
and/or land use applications that pertain to marijuana producers, processors, and retailers; and

WHEREAS, on March 25, 2014, the Whatcom County Council adopted Ordinance 2014-019, an interim ordinance removing the moratorium and enacting interim regulations pertaining to marijuana producers, processors, and retailers; and

WHEREAS, on April 22, 2014, the Whatcom County Council adopted Ordinance 2014-027, an interim ordinance replacing Ordinance 2014-019 and enacting revised interim regulations pertaining to marijuana producers, processors, and retailers; and

WHEREAS, Whatcom County Planning and Development Services staff is currently working through several pending land use and building permit applications, and is requesting additional time to see if corrections should be made to those regulations before a permanent ordinance is adopted; and

WHEREAS, Whatcom County intends to consider the adoption of permanent regulatory requirements for marijuana related businesses within the next six months; and

WHEREAS, while the permanent ordinance is being processed, the Whatcom County Council is adopting this interim ordinance regulating marijuana related businesses and, in support of this interim ordinance, the Council makes the following findings as required by RCW 36.70.795:

1. Marijuana related operations are vulnerable to robbery and crimes of violence, as evidenced by the actual robberies and violence that have occurred at state legal marijuana medical sites within Whatcom County and elsewhere. The current requirements for locating a proposed marijuana facility do not specifically address the potential risks that these operations pose for surrounding residences, including those residences within isolated communities with limited police protection; and

2. The adoption of this interim ordinance would provide protection to communities and residential uses surrounding marijuana related businesses, as well as provide WSLCB applicants the opportunity to apply for building and/or land use permits; 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, on October 14, 2014 and in accordance with RCW 36.70.795, the Whatcom County Council held a public hearing on the proposed 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, County Clerk

APPROVED AS TO FORM:

Karen J. Fabes
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Carl Weimer, Council Chair

( ) Approved ( ) Denied

__________________________
Jack Louws, County Executive
Date: ____________________
EXHIBIT A

Chapter 20.32 Rural Residential (RR) District

20.32.050 Permitted uses.

.058 Marijuana production, provided the following criteria are met:

1. The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

2. The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

3. The facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

4. No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

5. Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

6. No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

7. Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

20.32.130 Administrative approval uses.
The processing of marijuana, provided the following criteria are met:

1. The facility is accessory to the on-site production of marijuana.
2. The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.
3. The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.
4. The facility employs no more than 10 permanent employees.
5. The total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.
6. No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.
7. Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.
8. No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.
9. Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.34 Rural Residential - Island (RRI) District

20.34.050 Permitted uses.

.060 Marijuana production, provided the following criteria are met:
(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) The facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(6) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(7) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

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20.34.130 Administrative approval uses.

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.136 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.

(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.
(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.

(4) The facility employs no more than 10 permanent employees.

(5) The total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

(6) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

(7) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(8) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(9) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

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Chapter 20.36 Rural (R) District

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20.36.050 Permitted uses.

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.062 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if
the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) On parcels smaller than 4.5 acres the facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(6) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(7) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

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20.36.130 Administrative approval uses.

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.137 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.

(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.

(4) The facility employs no more than 10 permanent employees.

(5) On parcels smaller than 4.5 acres the total area used for marijuana processing and production shall not exceed 2,000 square feet, except
where the facility is contained within a building that existed on the effective date of this ordinance.

(6) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

(7) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(8) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(9) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.40 Agriculture (AG) District

20.40.050 Permitted uses.

.059 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
(3) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

(4) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(5) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(6) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

.115 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.

(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(4) The facility employs no more than 20 permanent employees.

(5) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

(6) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.
(7) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(8) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.42 Rural Forestry (RF) District

20.42.050 Permitted uses.

.070 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.

(4) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(5) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(6) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least
one additional space shall be provided for each nonresident on-site employee.

20.42.100 Accessory uses.

.106 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.
(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.
(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
(4) The facility employs no more than 20 permanent employees.
(5) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, 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 and enjoyment of neighboring uses.
(6) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.
(7) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.
(8) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.51 Lake Whatcom Watershed Overlay District
20.51.200 Prohibited uses.

In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.102 Marijuana production or processing.

Chapter 20.59 Rural General Commercial (RGC) District

20.59.050 Permitted uses.

.051 Retail and office type uses.

(4) Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.

Chapter 20.60 Neighborhood Commercial Center (NC) District

20.60.050 Permitted uses.

.051 Retail and office type uses.

(7) Marijuana retail, not greater than 2,500 square feet.

(8) Other convenience retail shops not greater than 2,500 square feet per shop.

(9) Professional offices not greater than 2,500 square feet per business.
Chapter 20.61 Small Town Commercial (STC) District

20.61.050 Permitted uses.

.051 Retail and office type uses.

(4) Retail establishments with less than 2,500 square feet of retail floor area per establishment, including but not limited to liquor, drug, sundries, variety, clothing, florist, optical, sporting goods, appliance, craft, music, pet stores and marijuana retail.

Chapter 20.62 General Commercial (GC) District

20.62.050 Permitted uses.

.059 Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.

Chapter 20.64 Resort Commercial (RC) District

20.62.050 Permitted uses.

.059 Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.
Chapter 20.66 Light Impact Industrial (LII) District

20.66.050 Permitted uses.

.087 Marijuana production or processing.

20.66.700 Performance standards.

.709 Marijuana Odor

Within an industrial park no odor or smoke shall be emitted that is detectable at or beyond the walls of the building where said use is located, 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 and enjoyment of other users within the park.

Chapter 20.68 Heavy Impact Industrial (HII) District

20.68.050 Permitted uses.

.066 Marijuana production or processing.

Chapter 20.69 Rural Industrial Manufacturing (RIM) District

20.69.050 Permitted uses.
.053 Agriculture type uses.

Uses related to agriculture including, but not limited to:

(10) Marijuana production.

(11) Processing of marijuana.

20.69.700 Performance standards.

.708 Marijuana Odor

Within an industrial park no odor or smoke shall be emitted that is detectable, at or beyond the walls of the building where said use is located, 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 and enjoyment of other users within the industrial park.

Chapter 20.71 Water Resource Protection Overlay District

20.71.200 Prohibited uses.

In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.222 Marijuana production.

Chapter 20.80 Supplementary Requirements
20.80.690 Marijuana State License Required.

Prior to commencing operations, a marijuana producer, processor, or retailer shall obtain approval as a state-licensed marijuana producer, processor, or retailer under Chapter 69.50 RCW, as amended, and Chapter 314-55 WAC, as amended.

20.80.695 Application for County Development Permits - Timing.

Applicants for marijuana production, processing, or retailing may apply for county development permits at any time. Applicants who wish to apply for county permits, or commence construction of facilities for producing, processing, or retailing of marijuana under chapter 69.50 RCW, prior to obtaining approval as a state-licensed marijuana producer, processor or retailer do so at their own risk. Final occupancy of the building will not be granted until a state liquor control board license has been approved.

20.97 Definitions.

20.97.225 Marijuana, marihuana or cannabis.

"Marijuana," "marihuana" or "cannabis" means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

20.97.226 Marijuana processing.

"Marijuana processing" means a facility licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers. A marijuana processing facility shall include any building that is associated with the processing of marijuana.

20.97.227 Marijuana production.
"Marijuana production" means a facility licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors. The area of a marijuana production facility includes all the area enclosed within a building or fence that is required by the state liquor control board for the production of marijuana.

20.97.228 Marijuana retail.

"Marijuana retail" means a facility licensed by the state liquor control board to sell useable marijuana and marijuana-infused products in a retail outlet. A marijuana retail facility shall include any building that is associated with the sale of marijuana.

20.97.229 Marina.

20.97.230 May.
TITLE OF DOCUMENT: Resolution to sell Tax-Title property by negotiation Req. #TR2014-01

ATTACHMENTS: Map

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

Should Clerk schedule a hearing? (X) Yes ( ) NO

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The Property Management Committee determined the property be sold by negotiation as per R.C.W. 36.35.150(4), when no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve month from the date of the attempted public auction.

Parcel No. 380125.312183.0000 / PID 40193
KEL BAY NUMBER 2 SOUTH 60 FEET OF LOT 65, AS PER MAP THEREOF, RECORDED IN BOOK 9 PLATS, PAGE 23, WHATCOM COUNTY, WASHINGTON  TWIN 38N RGE 01E SEC 25

For no less than the principal taxes, interest, penalties, title search and foreclosure costs of $1,877.53

COMMITTEE ACTION:

COUNCIL ACTION:
9/30/2014: Introduced 7-0

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.

TO SELL COUNTY TAX TITLE PROPERTY
BY NEGOTIATION

REQUEST NO. 2014-01

WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax foreclosure where it is found to be in the best interest of Whatcom County to sell the same; and,

WHEREAS, the Whatcom County Property Management Committee recommends the resolution be passed to effectively meet the legal requirement for the disposal by negotiation pursuant RCW 36.35.150(4) when no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve month from the date of the attempted public auction; and,

WHEREAS, the Whatcom County Property Management Committee recommends the Whatcom County Treasurer enter into negotiations the applicant; and,

WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price for said unit of property; and,

WHEREAS, the Whatcom County Code as well as the state law allows the County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or other resources if the Council finds that it is in the best interest to reserve these; and

WHEREAS, the principal taxes, title search and foreclosure costs, total $1,877.53

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell:

Parcel No. 380125.312183.0000 / PID 40193
KEL BAY NUMBER 2 SOUTH 60 FEET OF LOT 65, AS PER MAP THEREOF,
RECORDED IN BOOK 9 PLATS, PAGE 23, WHATCOM COUNTY, WASHINGTON
TWN 38N RGE 01E SEC 25

By negotiation for no less than $1,877.53.

BE IT FURTHER RESOLVED that said price shall not be allowed under contract and shall be paid in either cash, certified check, or money order to the Whatcom County Treasurer at the time of sale; and,
BE IT FURTHER RESOLVED that said parcel shall be sold subject to restrictive
covenants allowing for imposition of Community Association fees, if any, as set forth in
Whatcom County Resolution No. 88-37; and,

BE IT FURTHER RESOLVED that this sale transfers to the owners all coal, oil,
gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the
right to mine for and remove the same in conformity with zoning regulations in force and
effect; and,

BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby
directed to sell such property at not less than a certified price and said sale shall take
place in accordance with the duties as established in RCW 36.35.120.

APPROVED 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:

Civil Deputy Prosecuting Attorney
Pd 40193

380125-312183-0000
<table>
<thead>
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<th>Item #</th>
<th>998</th>
<th>Parcel #</th>
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<th>Custodian</th>
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**Special Characteristics**

**Physical Inspection**

**Date Last Reviewed**

**Purpose**

**Surplused**

**Saleability Remarks**

**Sale Status**

**Lease Info**

| Deed # | 5503 | Treasurer's Deed | 11/22/2013 | Auditor's File # | 2131200730 | Volume/Page | 537 |
**TITLE OF DOCUMENT:**
Resolution establishing regular Whatcom County Council meeting dates for 2015

**ATTACHMENTS:**

<table>
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<th>SEPA review required?</th>
<th>Yes</th>
<th>No</th>
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<td>SEPA review completed?</td>
<td>Yes</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.)
Resolution establishing regular Whatcom County Council meeting dates for 2015

**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. ________

ESTABLISHING REGULAR WHATCOM COUNTY COUNCIL MEETING DATES FOR 2015

WHEREAS, the Whatcom County Council has set every other Tuesday as its regular meeting schedule; and

WHEREAS, all departments should plan to schedule items in accordance with the Council's approved meeting schedule to avoid the need for special meetings; and

WHEREAS, it is the Council's policy to plan for breaks in its schedule in August and December and to avoid scheduling meetings on a few select dates during the year.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that regular Council meetings shall be scheduled for the following dates in 2015:

January: 13, 27  
February: 10  
March: 3, 17, 31  
April: 14, 28  
May: 12, 26  
June: 9, 23  
July: 7, 21  
August: 4  
September: 15, 29  
October: 13, 27  
November: 10, 24  
December: 8

APPROVED this _____day of October, 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
TITLE OF DOCUMENT: Appointments to the Whatcom County Developmental Disabilities Board

ATTACHMENTS: Applications for Appointments; Staff Memorandums regarding board nominations

SEPA review required? ( ) Yes ( X ) NO  Should Clerk schedule a hearing? ( ) Yes ( X ) NO
SEPA review completed? ( ) 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.)

County Executive Jack Louws requests confirmation of his appointment of Kathleen Harrigan and Russ Sapienza to the Developmental Disabilities Board.

COMMITEE 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.
September 26, 2014

TO: Jack Louws, County Executive

FROM: Jessica Lee, Program Specialist, Developmental Disabilities

RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

I am pleased to forward the nomination of Kathleen Harrigan for initial appointment to the Developmental Disabilities Advisory Board. (DDAB)

The DDAB voted unanimously to recommend Kathleen’s appointment at the September 22, 2014 2013 Advisory Board meeting.

Kathleen works for the Meridian School District and has been teaching special education for over 20 years. In addition to her understanding of student needs and challenges, she contributes her own experience as a family member. She is noted for her collaborative approach in working with families.

Student transition from school to adult life and creating connections between districts and the larger community are two particular areas of interest.

Kathleen’s references describe her as conscientious, upbeat and collaborative.

As you can see, Kathleen provides valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities.

Thank you, Jack, for considering this nomination for appointment.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: KATHLEEN A. HARRIGAN
Street Address: 1006 BENSON LANE
City: LINDEN
Mailing Address (if different from street address):
Day Telephone: Evening Telephone: Cell Phone: (360) 550-2348
E-mail address: kaharrigan@msn.com

Date: July 2014

1. Name of board or committee-please see reverse: DEVELOPMENTAL DISABILITIES BOARD

2. You must specify which position you are applying for. Please refer to vacancy list.

Vacancy

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)

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.

SPECIAL EDUCATOR with MERIDIAN SCHOOL DISTRICT; currently at MHS, previously ten years at MHS; MASTERS DEGREE from UW in SECONDARY SPECIAL EDUCATION

*See Resume

10. Please describe why you’re interested in serving on this board or commission: To broaden my scope;

to assist greater populations to serve, the community and DD

References (please include daytime telephone number):

Kris Ann Lewis (360) 733-7421 (6/45)

Signature of applicant: KATHLEEN A. HARRIGAN

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.
KATHLEEN A. HARRIGAN
1006 Benson Lane
Lynden, WA 98264
(360) 550-2348
e-mail: kaharrigan@msn.com

EMPLOYMENT

Special Educator: Meridian School District
(September 2000-2010) Middle School
(September 2010-present) High School

Adult Basic Ed Instructor: Whatcom Community College
(September 2000-June 2001) Math

Special Educator: Nooksack Valley School District
(September 1998-2000) High School

Special Educator: Lake Stevens School District
(September 1992-June 1997) High School
(September 1989-May 1991) North Lake, grade 6

Special Educator: Arlington School District
(September 1984-June 1989) High School
(September 1981-June 1983) Middle School

EDUCATION

Master of Education: University of Washington - 1984
Secondary Special Education, continuing certificate

Bachelor of Arts: Central Michigan University - 1976
Special Education and Elementary Education

EXPERIENCE

- Wrote, scheduled and managed Individual Education Programs (IEP's)
  with parents, staff and students. Followed through with prescriptive teaching
  and evaluations of programs. Member of multidisciplinary child study teams.

- Taught individuals and groups in basic skills (Special Education) including:
  Math, Study Skills, English, Social Skills, Life Skills and Science.
  Tutored students after school in homework of all subject areas.

- Taught math to adults, with varying degrees of proficiency so that they could pass GED
September 26, 2014

TO: Jack Louws, County Executive

FROM: Jessica Lee, Program Specialist, Developmental Disabilities

RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

I am pleased to forward the nomination of Russ Sapienza for initial appointment to the Developmental Disabilities Advisory Board. (DDAB)

The DDAB voted unanimously to recommend Russ’ appointment at the September 22, 2014 2013 Advisory Board meeting.

Russ has lived in Bellingham for many years, and brings experience working with individuals with developmental disabilities as a tutor, advocate and volunteer. As a peer counselor for individuals experiencing mental illness he also understands the challenges that dual diagnosis can bring to both individuals and families.

His previous experience as a member and co-chair of the County Mental Health Advisory Board provides him with a unique perspective and a strong foundation in the advisory role. Of particular interest to him is the development of policy to impact outcomes for individuals.

Russ’ references describe him as respectful, responsive and an excellent advocate.

As you can see, Russ provides valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities.

Thank you, Jack, for considering this nomination for appointment.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Russ Sapienza

Street Address: 1201 N. Garden St. Apt A 3

City: Bellingham WA

Zip Code: 98227

Mailing Address (if different from street address): P.O. Box 1508 Bellingham WA 98227

Day Telephone: 360-737-3179 Evening Telephone: Same Cell Phone: None

E-mail address: Sapienza64 @yahoo.com

1. Name of board or committee—please see reverse: Developmental Disabilities

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? (If applicable, please refer to vacancy list.) (x) yes () no

4. Which Council district do you live in? (x) One () Two () Three

5. Are you a US citizen? (x) yes () no

6. Are you registered to vote in Whatcom County? (x) yes () no

7. Have you ever been a member of this Board/Commission? (x) 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? (x) yes () no

If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I have worked as a tutor for a woman with Cerebral Palsy in New Jersey for three years.

I have an AA in Liberal Arts and a BA in Psychology.

I work as a Mental Health Peer Counselor. I have been involved in the County & Regional Mental Health Advisory Boards.

I am a member of ARC.

10. Please describe why you're interested in serving on this board or commission: I have some Asperger symptoms & can relate to people with DD.

References (please include daytime telephone number):

- Bruce Porter 6/ARC Whatcom County
- Anne Reznik 9/Whatcom County Health Dept. (676-7724)

Signature of applicant: Russell S. Sapienza

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.
**TITLE OF DOCUMENT:** Appointment to the Bicycle/Pedestrian Advisory Committee

**ATTACHMENTS:** Application for appointment.

**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.)

County Executive Jack Louws requests the confirmation of his appointment of Reid Parker to the Bicycle/Pedestrian Advisory Committee.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

---

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).
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: __Reid Parker_________________________________________ Date: __9/23/14__________

Street Address: __2314 D St_______________________________

City: __Bellingham_____________________________ Zip Code: __99901________

Mailing Address (if different from street address): __________________________

Day Telephone: __907.254.8998____ Evening Telephone: ___________ Cell Phone: ___________

E-mail address: __reidparker@gmail.com________

1. Name of board or committee—please see reverse: __Bicycle/Pedestrian Advisory Committee________

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? (If applicable, please refer to vacancy list.) ____________________________ (x) yes ( ) no

4. Which Council district do you live in? ____________________________ (x) One ( ) Two ( ) Three

5. Are you a US citizen? ____________________________ (x) yes ( ) no

6. Are you registered to vote in Whatcom County? ____________________________ ( ) yes (x) no

7. Have you ever been a member of this Board/Commission? ____________________________ ( ) yes (x) 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? ____________________________ (x) yes ( ) no

If yes, please explain: __In my job with the DNR, I occasionally collaborate with County employees on recreation management issues________

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I am currently employed by the Washington State Department of Natural Resources a recreation manager for northern Skagit County and Whatcom County. I have a B.S. in Natural Resources Management and 5 years of professional experience in recreation. I am also an avid family cyclist, taking my small children most everywhere by bike including bike camping in the county.

10. Please describe why you’re interested in serving on this board or commission: __My wife says that my perfect job would be "bike evangelist;" this seems like a good place to start.________

References (please include daytime telephone number): __Christ Thomsen 360.733.2900________

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.

547
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<td>Executive:</td>
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**TITLE OF DOCUMENT:** 2014 Supplemental Budget Request #16

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

<table>
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<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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<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 #16 requests funding from the Parks Special Revenue Fund:
1. To appropriate $4,000 to fund match to state grant for Lighthouse Marine Park project.

Conservation Futures Fund:
2. To appropriate $235,000 to fund Maple Falls school site acquisition.
3. To appropriate $2,500,000 to fund Vogt property purchase in Birch Bay.

Real Estate Excise Tax II Fund:
4. To appropriate $16,000 to fund Lighthouse Marine Dock project change order.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

- Related County Contract #:
- Related File Numbers:
- Ordinance or Resolution Number:
ORDINANCE NO.
AMENDMENT NO. 16 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:

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<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<td>Parks Special Revenue Fund</td>
<td>4,000</td>
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<td>4,000</td>
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<tr>
<td>Conservation Futures Fund</td>
<td>2,735,000</td>
<td>-</td>
<td>2,735,000</td>
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<tr>
<td>Real Estate Excise Tax II</td>
<td>16,000</td>
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<td>-</td>
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<td><strong>Total Supplemental</strong></td>
<td><strong>2,755,000</strong></td>
<td><strong>(16,000)</strong></td>
<td><strong>2,739,000</strong></td>
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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 #16-2014.doc
549
| Department/Fund                  | Description                                               | Increased
<table>
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<tbody>
<tr>
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<td>(Decreased) Expenditure</td>
<td>(Decreased) Revenue</td>
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<tr>
<td>Parks Special Revenue Fund</td>
<td>To fund match to state grant for Lighthouse Marine Park project.</td>
<td>4,000</td>
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</table>
| Conservation Futures Fund       | Parks
|                                 | To fund Maple Falls school site acquisition.               | 235,000       | -                          | 235,000        |
|                                 | Parks
|                                 | To fund Vogt property purchase in Birch Bay                 | 2,500,000     | -                          | 2,500,000      |
|                                 | Total Conservation Futures                                  | 2,735,000     | -                          | 2,735,000      |
| Real Estate Excise Tax II       | To fund Lighthouse Marine Dock project change order         | 16,000        | (16,000)                   | -              |
|                                 | Total Supplemental                                            | 2,755,000     | (16,000)                   | 2,739,000      |
MEMORANDUM

TO: Jack Louws, Executive
FROM: Michael McFarlane, Director
DATE: September 30th, 2014
RE: Budget Supplemental Lighthouse Marine Park Amendment

Attached find a budget supplemental requesting additional funding for the dock and pile replacement project at Lighthouse Marine Park.

Permitting requirements protecting spawning fish have delayed work pushing the construction work into a period of unfavorable tides. This now requires the contractor to drive the dock piles by barge.

This change requires different equipment and additional monitoring increasing the cost of this project by $16,000.

I am requesting $4,000 from the Parks Special Revenue fund be used to match the State's grant funding of $12,000 being provided through the Local Boating Grant Program. The initial cost of the project was $320,000 of which 75% is being funded by a state grant. This request increases the County’s portion of project cost from $80,000 to $96,000 for a total cost of $336,000.

Should you have any questions or need additional information please contact me at 32072.
Supplemental Budget Request

Parks & Recreation

<table>
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<tr>
<th>Supp# ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tr>
<td>1911</td>
<td>126</td>
<td>126100</td>
<td>M Caldwell</td>
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Expenditure Type: One-Time  Year 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Trf in support of Lighthouse Marine Park Project

Department Head Signature (Required on Hard Copy Submission)  Date: 9/30/14

Costs:

<table>
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<th>Object</th>
<th>Object Description</th>
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<tbody>
<tr>
<td>8351</td>
<td>Operating Transfer Out</td>
<td>$4,000</td>
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Request Total $4,000

1a. Description of request:

This transfer is being requested to cover the County's portion of a change order for installation of the launch dock at Lighthouse Marine Park. The additional cost is due to the need to drive piles from the water. Initially this work was planned for a low tide period when this work could be done from shore. Sampling indicated that fish spawning was occurring during this time which required moving the work period and missing favorable tides. The pile driving now has to be done by barge increasing the cost of the project.

1b. Primary customers:

Park visitors and Point Roberts residents

2. Problem to be solved:

The State is providing funding for 75% of this project with the County providing 25% as a local match. The work site, project and limited work windows make this a very challenging project. This project was delayed previously due to fish activity requiring the grant to be extended. The County will need to complete this project by the end of the year per the requirements of the grant and permits.

3a. Options / Advantages:

The County could reverse its decision and elect not to replace the dock. This would not be in the best interest of the public and park.

3b. Cost savings:

This project is being funded at 75% from the State through a local boating program.

4a. Outcomes:

Installation of a new dock. Due to winter storms, the dock sections will be installed in late spring of 2015.

4b. Measures:

Launch use is monitored and will be recorded.

5a. Other Departments/Agencies:

The Army Corps of Engineers is the permitting authority.

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

Randel Perry, USACE and Janet Curren, NOAA Fisheries

6. Funding Source:

Parks Special Revenue Fund.
MEMORANDUM

TO: Jack Louws, Executive
FROM: Michael McFarlane, Director
DATE: September 22, 2014
RE: Budget Supplemental #1909, Acquisition of Maple Falls School Site

Attached please find a budget supplemental for the purchase of 4.2 acres of land in the Maple Falls area to be used as a future community park.

This property is currently owned by the Mount Baker School District and has been appraised at $235,000. It is recommended that the Conservation Futures Fund be used to pay for the purchase.

Should you have any questions or need additional information please contact me at 32072.
Supplemental Budget Request

Parks & Recreation

Expentry Type: One-Time

Name of Request: Maple Falls Community Park Acquisition

Department Head Signature (Required on Hard Copy Submission)

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>7320</td>
<td>Land</td>
<td>$235,000</td>
</tr>
<tr>
<td>Request Total</td>
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</table>

1a. Description of request:
Purchase of 4.2 acres of property from the Mount Baker School District for use as a community park in Maple Falls. The property is the former site of the Maple Falls School which has since been removed. An appraisal was conducted and established the current value. It is proposed that the County acquire the property and the community will develop and maintain the site.

1b. Primary customers:
This park will primarily serve the residents of Maple Falls as a community park.

2. Problem to be solved:
The County and School District were approached in 2013 by residents in Maple Falls and asked to assist in preserving this property for use as a community park. This property can also serve as a trailhead for the Maple Falls segment of the Bay to Baker Trail. The small size of the community makes acquisition of the property a challenge without the assistance of the County. The Park Committee has committed to fundraising for development and maintenance of the site.

3a. Options / Advantages:
Without County assistance, the community does not have the resources to acquire this property. The acquisition, development and operations model being proposed is similar to the Josh VanderYacht Park in Van Zandt.

3b. Cost savings:
N/A

4a. Outcomes:
When completed the park should function and serve the greater Maple Falls Community.

4b. Measures:
Use at the park will be monitored. The area residents will utilize the park for recreational and community purposes.

5a. Other Departments/Agencies:
Construction and building permits will be required from County Planning and Development Services as the park is developed.

5b. Name the person in charge of implementation and what they are responsible for:
No

6. Funding Source:
It is proposed that the Conservation Futures Fund be use to acquire this property.
MEMORANDUM

To: Whatcom County Council Members
Through: Jack Louws, County Executive
From: Tyler Schroeder, Executive’s Special Projects Manager
Subject: Supplemental Budget Request – Vogt Property (7954 Birch Bay Drive)
Date: October 2, 2014

The attached supplemental budget request seeks authority to expend $2,500,000 from the Conservation Futures Fund to purchase property in Birch Bay, commonly referred to as the Vogt Property, for future park and community center purposes.

BACKGROUND
The Whatcom County Council, at the March 11th council meeting, requested the County Executive to, “explore the purchase of park property in Birch Bay for the creation of a park and community center that would include evaluating a package of funding options and possibly even in the short term appraisal of properties that are up there and available, and to specify that the Executive move as soon as possible to appropriate up to $9,000 for an appraisal to tie up a specific piece of property.”

Subsequent to this request, the Whatcom County Executive engaged the Birch Bay community through the Whatcom County Parks Commission with a request to provide a recommendation on the best possible location for a future park and community center in Birch Bay. At the May 15, 2014 Whatcom County Parks and Recreation Commission meeting, the commission voted unanimously to recommend the Vogt property to the County Executive for potential purchase.

On June 11th, 2014 the County Executive signed a Purchase and Sale agreement with GGB LLC, the legal owner of 7954 Birch Bay Drive (APN #400130090326). Gustafson and Associates appraised the 4.11 acre property and as of July 3, 2014 the market value of the subject property was $2,400,000. On August 8th, 2014 the County Executive signed a Purchase and Sale agreement to reflect the agreed purchase price equal to the appraised market value.

ACTION REQUESTED
The Administration is responding to the County Council’s request and now presents this supplemental budget authorization request to expend up to $2,500,000 to purchase the Vogt Property (7954 Birch Bay Drive) for future park purposes (purchase price is $2,400,000 and the closing costs are in the approximate amount of $55,410.50).

If you have any questions, please give me a call at 676-6717.
Supplemental Budget Request

Executive

Suppl'l ID #: 1914  Fund: 175  Cost Center: 17500  Originator: Suzanne Mildner

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

Name of Request: Vogt Property Purchase - Birch Bay

X

Department Head Signature (Required on Hard Copy Submission)  Date: 10/06/14

Costs:

<table>
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<th>Object</th>
<th>Object Description</th>
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<tbody>
<tr>
<td>7320</td>
<td>Land</td>
<td>$2,500,000</td>
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Request Total $2,500,000

1a. Description of request:

Whatcom County seeks to purchase a 4.1 acre parcel located at 7954 Birch Bay Drive for future park and community center needs of the Birch Bay Community. The property’s location in centralized Birch Bay will be a regional park attraction and will serve the residences of Birch Bay for year to come. The 2004 Birch Bay Community Plan recognizes the need for park properties on the east side of Birch Bay Drive within walking distance of the shoreline to provide public parking and restrooms in a park-like setting. According to the Whatcom County Comprehensive Plan recreation is the heart of Birch Bay’s identity. The significance of Birch Bay’s shoreline as a recreation resource cannot be overstated and acquiring lands for future park and open space needs no rather than later provides an opportunity to significantly shape the community atmosphere and sense of well-being in the future. In addition, there are intangible economic and marketing benefits for future commercial and housing projects by having parks and recreation facilities woven into the land use map for the Birch Bay Community.

1b. Primary customers:

Customers benefiting from this park are far reaching and include community and regional citizens who live in Whatcom County and other areas in Washington State and Canada.

2. Problem to be solved:

Acquiring the Birch Bay property for park purposes will solve the future needs of park properties along Birch Bay and Birch Bay Drive as outlined in the 2004 Birch Bay Community Plan, Whatcom County Comprehensive Plan and Whatcom County Comprehensive Parks, Recreation and Open Space Plan.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

Ownership will provide the control necessary to provide a centralized future park and community center for recreational use. There will also be positive advantages to the business owners and overall economy in Birch Bay and Whatcom County as a whole.

4b. Measures:

The outcomes will be measured by the acquisition of the property. The future park and community center will be determined by the Birch Bay community and by determining the best use for park and community center purposes. The future development will likely be funding by the Birch Bay community and appropriately supplanted by Whatcom County Funds if the need arises.

5a. Other Departments/Agencies:

Whatcom County Parks Department

Monday, October 06, 2014
Supplemental Budget Request

Executive

Fund 175  Cost Center 17500  Originator: Suzanne Mildner

5b. Name the person in charge of implementation and what they are responsible for:
   Whatcom County Parks Director Mike McFarlane

6. Funding Source:
   Conservation Futures Fund
Supplemental Budget Request

Parks & Recreation

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

Name of Request: Lighthouse Marine Park Dock Change Order

Department Head Signature (Required on Hard Copy Submission)  Date: 9/30/14

Costs:

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<tr>
<td>7380</td>
<td>Other Improvements</td>
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<td>8301</td>
<td>Operating Transfer In</td>
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Request Total: $0

1a. Description of request:
The Parks & Recreation Department is replacing the boat launch dock and piles at Lighthouse Marine Park. These are being replaced due to age, condition and environmental concerns with creosote piles. This project is being funded with a state recreational boating grant and REET II funds. Due to environmental permitting requirements and fish spawning on the work site, the contractor will need to use a different method to remove and drive the dock piles than first envisioned increasing the cost of the project. The State has agreed to modify the grant amount and provide additional funding if the county provides the matching (25%)local funds as required by the grant program.

1b. Primary customers:
The launch serves park visitors and provides boating and fishing opportunities at Point Roberts. This is the only public boat launch at Point Roberts.

2. Problem to be solved:
There is a very small window for in-water work at this site due to surf smelt and herring spawning. The window must also correspond to low tides for the work to be properly completed. While the majority of the work will be done from shore, the piles furthest out will need to be driven by barge due to unfavorable tides during the new work window. This will also require additional monitoring for fish and marine mammals. Originally this work was planned to be completed from shore during low summer tides. Unfortunately, fish continued their spawning activity during this period necessitating a change order for use of a barge to complete the project.

3a. Options / Advantages:
The ability to work on this site is regulated by the environmental permitting requirements and tides. These restrictions limit other options.

3b. Cost savings:
N/A

4a. Outcomes:
Installation of the piles and dock. The piles will need to be installed within the fish window and the dock will be attached in late spring of 2015.

4b. Measures:
N/A

5a. Other Departments/Agencies:
Permitting is required through the Army Corps of Engineers in collaboration with the US Fish & Wildlife

Tuesday, September 30, 2014
Parks & Recreation

Service and NOAA.

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

6. Funding Source:
The State of Washington through the Recreation & Conservation Office is providing $12,000 (75%) through a grant amendment and the remaining $4,000 (25%) is proposed to come from the Parks Special Revenue Fund.