CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE
311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

WHATCOM COUNTY COUNCIL

COMBINED AGENDA PACKET FOR JULY 7, 2020

INCLUDES INFORMATION FOR THE FOLLOWING MEETINGS:

NATURAL RESOURCES COMMITTEE (9:30 A.M.)

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE (10:10 A.M.)

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (1 P.M.)

COMMITTEE OF THE WHOLE (1:55 P.M.)

PLANNING AND DEVELOPMENT COMMITTEE (3:25 P.M.)

COUNCIL (6 P.M.)

PARTICIPATE IN VIRTUAL COUNCIL MEETINGS

THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY

VIEW MEETING SCHEDULES, AGENDAS, MINUTES, VIDEOS, AND ARCHIVES AT WWW.WHATCOM.LEGISTAR.COM

FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN COMMITTEE AND COUNCIL MEETINGS, PLEASE VISIT WWW.WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS OR CONTACT THE COUNCIL OFFICE AT 360.778.5010

NEXT MEETING:

JULY 14, 2020
10:30 A.M. - WATER WORK SESSION
VIRTUAL MEETING – VIEW ONLINE

COMMITTEE AGENDAS

NATURAL RESOURCES COMMITTEE
9:30 a.m. Tuesday, July 7, 2020
Virtual Meeting

Call To Order

Roll Call

Announcements

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, and archives at www.whatcom.legistar.com. For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

Committee Discussion and Recommendation to Council

1. AB2020-256 Resolution adopting the Lake Whatcom Management Program 2020-2024 Work Plan
   Pages 1 - 4

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
10:10 a.m. Tuesday, July 7, 2020
Virtual Meeting

Call To Order

Roll Call

Announcements

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, and archives at www.whatcom.legistar.com. For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

County Executive's Report

Committee Discussion and Recommendation to Council

1. AB2020-255 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit County for participation in the Youth Marijuana Prevention and Education Program, in the amount of $26,000
   Pages 5 - 15

2. AB2020-258 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and San Juan County for participation in the Youth Marijuana Prevention and Education Program, in the amount of $26,000
   Pages 16 - 26

3. AB2020-260 Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office to develop an outdoor sports court at the East Whatcom Regional Resource Center
   Pages 27 - 48

4. AB2020-267 Request permission for the County Executive and the County Council to enter into an agreement for funding support and implementation of the Duffner Ditch Culvert and Flood Gate Replacement Project (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 49 - 58

5. AB2020-268 Request permission for the County Executive and the County Council to enter into an agreement between the Ag Water Board of Whatcom County and the Whatcom County Flood Control Zone District relating to Funding Support for Participation in the Flood Integrated Planning Process (FLIP) (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 59 - 66

6. AB2020-269 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department, in the amount of $400,725
Pages 67 - 112

7. AB2020-270 Request authorization for the County Executive to enter into a contract between Whatcom County and the U.S. Department of Justice in the amount of $10,000
Pages 113 - 126

8. AB2020-271 Request authorization for the County Executive to enter into an Interagency Agreement amendment between Whatcom County Flood Control Zone District and Washington State Department of Health for support of the Pollution Identification and Correction (PIC) program in the amount of $447,732 for a total amended contract amount of $1,047,732
Pages 127 - 160

9. AB2020-273 Request authorization for the County Executive to award bid #20-33 and enter into a contract between Whatcom County and Boss Construction, Inc. for the Swift Creek Channel Excavation and Oat Coles North Repository Development project in the amount of $644,554.61
Pages 161 - 179

10. AB2020-275 Resolution amending Resolution 2019-061 (Amendment #1) relating to the salary schedule and policies for unrepresented Whatcom County employees
Pages 180 - 183

Other Business

Adjournment

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
1:00 p.m. Tuesday, July 7, 2020
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2020-274 Update on negotiations and planning strategy discussion regarding collective bargaining [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140(4)(a)]
Page 184

2. AB2020-278 Discussion of pending litigation with Civil Deputy Prosecutor Christopher Quinn regarding Flood Control Zone District Property [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]
Page 185

Other Business

Adjournment

COMMITTEE OF THE WHOLE
1:55 p.m. Tuesday, July 7, 2020
Virtual Meeting

Call To Order

Roll Call

Announcements

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Committee Discussion

1. AB2020-219 Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)
Page 186

2. AB2020-234 Discussion regarding goals, guidelines, and approach to updating current and future budgets
Pages 187 - 199

Committee Discussion and Recommendation to Council

1. AB2020-263 Request authorization for the County Executive to sign a proposed interlocal agreement between Whatcom County and the cities relating to interim procedures for amending the Countywide Planning Policies
Pages 200 - 215

Other Business

Adjournment

PLANNING AND DEVELOPMENT COMMITTEE
3:25 p.m. Tuesday, July 7, 2020
Virtual Meeting

Call To Order

Roll Call

Announcements

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Committee Discussion

1. AB2020-284 Discussion regarding PDS enforcement action
   Page 216

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
6:00 p.m. Tuesday, July 7, 2020
Virtual Meeting

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, and archives at www.whatcom.legistar.com. For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

1. AB2020-279 Reading (as required) of Public Employment Relations Commission (PERC) notice
   Page 217 - 218

MINUTES CONSENT

1. MIN2020-048 Special Council for March 26, 2020
   Pages 219 - 226
2. MIN2020-049 Special Council for March 31, 2020
   Pages 227 - 236
3. MIN2020-050 Special Council for April 3, 2020
   Pages 237 - 245
4. MIN2020-051 Regular County Council for April 7, 2020
   Pages 246 - 264
5. MIN2020-052 Special Council for April 9, 2020
   Pages 265 - 270
6. MIN2020-053 Committee of the Whole - Executive Session for April 21, 2020
   Pages 271 - 274
7. MIN2020-054 Regular County Council for April 21, 2020
   Pages 275 - 290
8. MIN2020-055 Regular County Council for May 5, 2020
   Pages 291 - 307
9. MIN2020-056 Committee of the Whole - Executive Session for May 5, 2020
   Pages 308 - 311
10. MIN2020-059 Committee of the Whole - Executive Session for May 19, 2020
    Pages 312 - 315

PUBLIC HEARING

To participate, see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

1. AB2020-064 Ordinance finalizing a revised system of assessment for Drainage Improvement District No. 5
   Pages 316 - 328
2. AB2020-213 Ordinance authorizing installation of stop signs on Truck Road
   Pages 329 - 332

OPEN SESSION (20 MINUTES)

To participate, see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2020-256 Resolution adopting the Lake Whatcom Management Program 2020-2024 Work Plan
Pages 1 - 4

(From Council Finance and Administrative Services Committee)

2. AB2020-255 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit County for participation in the Youth Marijuana Prevention and Education Program, in the amount of $26,000
Pages 5 - 15

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Pages 161 - 179

11. AB2020-275 Resolution amending Resolution 2019-061 (Amendment #1) relating to the salary schedule and policies for unrepresented Whatcom County employees
Pages 180 - 183

(From Council Committee of the Whole)

12. AB2020-263 Request authorization for the County Executive to sign a proposed interlocal agreement between Whatcom County and the cities relating to interim procedures for amending the Countywide Planning Policies
Pages 200 - 215

(No Committee Assignment)

13. AB2020-106 Resolution docketing comprehensive plan and development regulation amendments
Pages 333 - 468

14. AB2020-259 Resolution amending the Homeless Strategies Workgroup to establish two-year terms for Council-appointed members
Pages 469 - 470

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2020-138 Appointment to the Homeless Strategies Workgroup, Homeless Children and Families position, applicant(s): Joel Kennedy and Emily O'Connor
Pages 471 - 477

2. AB2020-248 Appointment to the Noxious Weed Board, District 3, applicant(s): George Kaas
Pages 478 - 479

3. AB2020-249 Appointment to Drainage District 3, commissioner position 3, applicant(s): Paul Sangha
Pages 480 - 483

4. AB2020-250 Appointment to the Homeless Strategies Workgroup, Schools position, applicant(s): Lisa Marx
Pages 484 - 489

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2020-264 Request confirmation of the County Executive's reappointments of Jodi Sipes and Jana Finkbonner to the Northwest Senior Services Board
Pages 490 - 493

2. AB2020-265 Request confirmation of County Executive's appointment of Nicholas Evans and Mullane Harrington to the Behavioral Health Advisory Committee
Pages 494 - 504

3. AB2020-266 Request confirmation of County Executive's appointment of Peter Coy to the Parks and Recreation Commission
Pages 505 - 507

4. AB2020-272 Request confirmation of County Executive's appointment of Emily O'Connor and Krista Touros to the Commission on Sexual and Domestic Violence
Pages 508 – 515

INTRODUCTION ITEMS

Council action will not be taken. The council may accept these items for introduction (no action) in a single motion. Changes, in terms of committee assignment for example, may be made at this time.

1. AB2020-276 Ordinance amending the 2020 Whatcom County Budget, request no. 14, in the amount of $1,810,500
Pages 516 - 540

2. AB2020-277 Ordinance establishing the Silver Beach Creek Fund and establishing a project based budget for the Silver Beach Creek Stormwater Improvements Fund
Pages 541 - 546

3. AB2020-281 Receipt of application for the Wildlife Advisory Committee, member with technical expertise, applicant(s): Barry Wenger (applications for any other applicants for this position is 10 a.m. on Tuesday, July 14, 2020)
Pages 547 - 550

4. AB2020-282 Receipt of application for the Homeless Strategies Workgroup, Homeless Advocate position, applicant(s): Markis (Dee) Stidham (application deadline for any other applicants for this position is 10 a.m. on July 14, 2020)
Pages 551 - 555

5. AB2020-283 Receipt of application for Consolidated Drainage Improvement District 1, supervisor position 3, applicant(s): James Bouma (application deadline for any other applicants for this position is 10 a.m. on July 14, 2020)
Pages 556 - 557

6. AB2020-253 Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve
Pages 558 - 613

7. AB2020-254 Resolution authorizing Whatcom County to enter into a twenty-year communication lease agreement with PI Tower Development LLC for an existing tower site located at the Lookout Mountain Forest Reserve
Pages 614 - 663

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-256

File ID:	AB2020-256	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/16/2020	**Entered by:**	RKlein@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Resolution		
Assigned to:	Council Natural Resources Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution adopting the Lake Whatcom Management Program 2020-2024 Work Plan

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Resolution

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

NATURAL RESOURCES
322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive
The Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager

DATE: June 15, 2020

RE: Lake Whatcom Management Program 2020-2024 Work Plan

Requested Action

On behalf of the Lake Whatcom Management Program Interjurisdictional Coordinating Team, Public Works requests that Whatcom County Council consider the resolution to adopt the Lake Whatcom Management Program 2020-2024 Work Plan at the Annual Lake Whatcom Joint Councils and Commission meeting March 25, 2020.

Background and Purpose

The Lake Whatcom Management Program was established by an Interlocal Agreement between Whatcom County, the City of Bellingham, and the Lake Whatcom Water and Sewer District in 1998 to provide a coordinated, comprehensive approach to address threats to Lake Whatcom and its watershed. The three jurisdictions work together to develop comprehensive five year work plans outlining activities in ten program areas. The 2020-2024 Work Plan is the fourth consecutive work plan developed for the Lake Whatcom Management Program. It consolidates planned efforts of Whatcom County, the City of Bellingham, and the Lake Whatcom Water and Sewer District into one place to ensure actions to protect the lake are efficient and effective.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

PROPOSED BY: _____

INTRODUCED: _____

RESOLUTION NO. _____

A JOINT RESOLUTION OF BELLINGHAM CITY COUNCIL, WHATCOM COUNTY COUNCIL, AND LAKE WHATCOM WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS ADOPTING THE LAKE WHATCOM MANAGEMENT PROGRAM 2020-2024 WORK PLAN

WHEREAS, in 1992 and again in 1998 the City of Bellingham, Whatcom County and the precursor to the Lake Whatcom Water and Sewer District jointly formed the Lake Whatcom Management Program and thereby declared their intention to work together to protect and manage Lake Whatcom; and

WHEREAS, the three Lake Whatcom Joint Management Program jurisdictions have adopted four previous five-year plans that have provided an essential framework for program cooperation and implementation of joint activities and have resulted in improved water quality and environmental conditions at the lake; and

WHEREAS, the Lake Whatcom Management Program 2020-2024 Work Plan defines the major activities and investments needed to continue improving and protecting water quality in the lake and watershed health during the next five years through ten established program areas: land preservation, stormwater, land use, monitoring and data, hazardous materials, recreation, aquatic invasive species, utilities and transportation, education and engagement, and administration.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Whatcom County Council hereby adopts the Lake Whatcom Management Program 2020-2024 Work Plan as the framework for joint management of the lake and for achieving necessary milestones to improve water quality in the lake.

APPROVED this _____ day of July, 2020.

WHATCOM COUNTY COUNCIL
ATTEST:

WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

APPROVED VIA EMAIL-CHRISTOPHER QUINN/GARY STOYKA 6/18/2020
Christopher Quinn, Deputy Prosecuting Attorney – Civil Division

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-255

File ID:	AB2020-255	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/15/2020	**Entered by:**	JThomson@co.whatcom.wa.us		
Department:	Health Department	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: APavitt@co.whatcom.wa.us <mailto:APavitt@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit County for participation in the Youth Marijuana Prevention and Education Program, in the amount of $26,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Interlocal Agreement

WHATCOM COUNTY
Health Department

Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Skagit County Youth Marijuana Prevention and Education Program Interlocal Agreement

DATE: June 15, 2020

Enclosed is an interlocal agreement between Whatcom County and Skagit County for your review and signature.

- **Background and Purpose**

  Whatcom County Health Department is the lead agency for the North Sound Regional Youth Marijuana Prevention and Education Program (YMPEP) serving Whatcom, Island, Skagit, Skagit, and Snohomish Counties. Whatcom County receives funding from Washington State Department of Health (DOH) to coordinate implementation of strategies aimed at reducing initiation and use of marijuana by youth (ages 12-20) in the North Sound Region. The purpose of this agreement is to support Skagit County's participation in planning and implementing youth marijuana prevention strategies and activities.

- **Funding Amount and Source**

  Funding for this contract, in an amount not to exceed $26,000, is provided by the Washington State Department of Health YMPEP. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
WhatcomCountyHealth
WhatcomCoHealth

Whatcom County HEALTH Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health

	WHATCOM COUNTY CONTRACT INFORMATION SHEET	Whatcom County Contract No. ____

Originating Department:	85 Health
Division/Program: *(i.e. Dept. Division and Program)*	8550 Human Services / 855060 Substance Abuse
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Skagit County

Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☐	No ☐
Yes ☒	No ☐	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

Does contract require Council Approval?	Yes ☒	No ☐	If No, include WCC:	
Already approved? Council Approved Date:			(Exclusions 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, Whatcom County grant contract number(s):	201801023		

Is this contract the result of a RFP or Bid process?					
Yes ☐	No ☒	If yes, RFP and Bid number(s):		Contract Cost Center:	677350

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

If YES, indicate exclusion(s) below:

☐ Professional services agreement for certified/licensed professional.	
☐ Contract work is for less than $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 Governments).	☐ Public Works - Local Agency/Federally Funded FHWA.

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

$ 26,000

This Amendment Amount:

$

Total Amended Amount:

$

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: The purpose of this agreement is to fund implementation of youth marijuana prevention activities in Skagit County.

Term of Contract:	1 Year	Expiration Date:	06/30/2021

Contract Routing:				
	1. Prepared by:	JT	Date:	06/10/2020
	2. Health Budget Approval:	KR	Date:	06/15/2020
	3. Attorney signoff:	RB	Date:	06/15/2020
	4. AS Finance reviewed:	M Caldwell	Date:	06/15/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

Whatcom County Contract Number

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
SKAGIT COUNTY

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Skagit County ("Skagit"); both Counties in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this agreement is to implement youth marijuana prevention activities outlined in the Skagit County Workplan.

2. RESPONSIBILITIES:

   Whatcom will:

   A. Lead and facilitate the North Sound Region Youth Marijuana Prevention Network and implementation of our 5-Year Youth Marijuana Prevention and Education Program (YMPEP) Strategic Plan.

   B. Provide technical assistance and support to Skagit in carrying out their YMPEP work.

   C. Include Skagit staff in regional YMPEP communication, trainings, and meetings.

   D. Share State and regional YMPEP resources with designated Skagit staff.

   E. Provide Skagit with templates for submitting work plan, budget, and reporting.

   Skagit will:

   A. Actively engage in regional YMPEP network:

      1. Attend quarterly regional network meetings;
      2. Participate in monthly YMPEP subcontractor online meetings;
      3. Participate in regional YMPEP planning efforts;
      4. Attend each CPWI/DFC coalition in Skagit County at least once during the year to share about YMPEP strategies and promote regional network;
      5. Promote joining the regional network to partners in Skagit County through coalitions, meetings and program emails/newsletters. Provide contacts to Regional Coordinator for Regional Network Listserv;
      6. Join and participate in the YMPEP Practice Collaborative WA Portal;
      7. Participate in Practice Collaborative Workgroups and other statewide YMPEP efforts, as relevant.

B. Serve as a leader and advocate for marijuana prevention in Skagit County:

    A. Promote YMPEP professional development training opportunities to partners in Skagit County;

    B. Promote Youth Empowerment opportunities coordinated through YMPEP, including OneVoice, to youth prevention clubs in Skagit County;

    C. Share educational resources on marijuana and vaping to school and community partners in communities you serve;

    D. Partner with ESD 189 to support substance use policy updates, as relevant;

    E. Educate yourself and community partners about the LCB rulemaking process. Engage in rulemaking process related to marijuana prevention, as relevant;

    F. Monitor state and local policies and legislation in relation to marijuana prevention. Advocate for state and/or local legislation or policies that support marijuana prevention, as relevant;

    G. Submit advocacy plan to Whatcom for approval.

C. Locally implement statewide youth marijuana prevention campaigns:

    1. Create and submit to Whatcom, an annual local media implementation plan to include implementation of the below:
        i. You Can Youth Prevention Campaign
        ii. Under the Influence of…You Parent Campaign
        iii. Additional marijuana prevention campaigns developed by WA DOH, as relevant
    2. Implement approved local media campaign in Skagit County.

D. Utilize Positive Community Norms and Science of the Positive framework to create marijuana prevention messaging:

    1. Participate in regional Positive Community Norms and Science of the Positive training and planning;
    2. Utilize framework in development of marijuana prevention messaging and communication.

E. Attend relevant local, state, and national trainings related to marijuana prevention:

    1. Create and submit an annual training plan to Whatcom for approval;
    2. Attend approved meetings.

F. Support youth groups in Skagit County to attend the Washington State Prevention Summit, Spring Youth Forum, or other approved youth events.

    1. Create and submit a youth leadership support plan to Whatcom for approval;
    2. Attend approved trainings.

G. Participate in regional and state conference calls, trainings, and meetings, as available.

H. Maintain accurate records of staff time dedicated to YMPEP activities.

I. Provide monthly reports of program activities and staff effort to Lead Regional Coordinator for inclusion in DOH reporting. Contractor will use reporting form provided by Whatcom. Due dates will be no later than 10th day of the month, following the month activities occurred.

J. Perform all work necessary within the limits of the available resources from this agreement to implement the strategies, action steps and deliverables agreed to with regional partners and approved by DOH.

K. Request approval for budget adjustments that total 10% or more – approval required at least 15 days prior to expanding adjusted budget items.

L. Use no more than 20% of YMPEP allocation for indirect/overhead costs.

M. Comply with all applicable Federal and State requirements that govern this agreement and will cooperate with Whatcom on at least one annual site visit at a mutually agreeable time to discuss Skagit County program process and contract oversight.

3. TERM OF AGREEMENT: The start date of this grant funded project is July 1, 2020 therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30, 2021.

4. EXTENSION: The duration of this agreement may be extended by mutual written consent of the parties.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

   Whatcom's representative shall be:

   Alyssa Pavitt, Program Specialist – apavitt@co.whatcom.wa.us
   Whatcom County Health Department
   509 Girard Street
   Bellingham WA 98225
   (360) 778-6061

   Skagit's representative shall be:

   Danica Sessions, Community Health Coordinator – danicas@co.skagit.wa.us
   Skagit County Public Health
   700 S Second Street, Room 301
   Mt Vernon, WA 98273
   (360) 416-1521

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent

required by law and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this agreement as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS: The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.

11. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS: Skagit County will comply with all applicable Federal and State requirements that govern this agreement.

WHATCOM COUNTY:
Recommended for Approval:

Approved by email AD/JT 06/12/2020
Anne Deacon, Human Services Manager Date



06/15/2020
Erika Lautenbach, Director Date

Approved as to form:

Approved by email RB/JT 06/15/2020
Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____ 2020, before me personally appeared Satpal Sidhu, 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 Bellingham. My commission expires _____.

CONTRACTOR INFORMATION:

Skagit County Public Health
700 S Second Street, Room 301
Mount Vernon, WA 98273

DATED this _____ day of _____ , 2020.

BOARD OF COUNTY COMISSIONERS
SKAGIT COUNTY, WASHINGTON

_____
Ron Wesen, Chair

_____
Kenneth A. Dahlstedt, Commissioner

Attest: _____
Lisa Janicki, Commissioner

_____
Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

Recommended: _____
County Administrator

_____
Department Head

Approved as to form:

_____
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

_____
Risk Manager

Approved as to budget:

_____
Budget & Finance Director

EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $26,000, is the Youth Marijuana Prevention and Education Contract with the Washington State Department of Health.

Contract Budget 07/01/2020 – 06/30/2021		
Item	**Documentation required with invoice**	**Budget**
Personnel	Expanded GL Report	$10,333
Advertising	Expanded GL Report	$6,000
Travel & Training	For travel, training and conference expenditures, mileage will be reimbursed at the current Federal rate. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Lodging and meal costs are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Reimbursement requests for allowable travel, training and membership expenses (including conference/training registration fees) must be accompanied by receipts or vendor invoices. Receipts for meals are not required. Mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, are required for mileage reimbursement.	$3,000
Supplies & Materials	Expanded GL Report	$334
Subcontracted Services	Copy of sub-contracts, invoices and payments.	$2,000
Administration	20% - Copy of approved indirect cost plan required for 20%; if not received, 10% will be the maximum allowed.	$4,333
	TOTAL	**$26,000**

1. Budget adjustments that total ten percent (10%) or more - need approval at least 15 days prior to expending adjusted budget items.
2. Contractor will be required to submit a spend-down plan to the County if the following budget spending guidelines are not met: 50% by January 1, 2021, 75% by April 1, 2021 and 90% by June 1, 2021. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
3. Contractor may transfer funds between budget line items with prior County approval.

I. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 20th day of the month following the month of service. Invoices submitted for payment must include sufficient documentation to prove the validity of all costs

claimed. A general ledger report of costs claimed toward this project will be sufficient for invoicing this agreement. Whatcom County reserves the right to request further back-up documentation for any costs claimed for reimbursement. Equipment purchases are not an allowable expense. Food and incentive purchases must follow DOH YMPEP guidelines.

2. The Contractor shall submit invoices to *(include contract/PO #):*

   Attention: Business Office – HL-BusinessOffice@co.whatcom.wa.us
   Whatcom County Health Department
   509 Girard Street
   Bellingham, WA 98225

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

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

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

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-258

File ID:	AB2020-258	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/18/2020	**Entered by:**	JThomson@co.whatcom.wa.us		
Department:	Health Department	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: APavitt@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and San Juan County for participation in the Youth Marijuana Prevention and Education Program, in the amount of $26,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Interlocal Agreement

WHATCOM COUNTY
Health Department

Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: San Juan County Youth Marijuana Prevention and Education Program Interlocal Agreement

DATE: June 18, 2020

Attached is an interlocal agreement between Whatcom County and San Juan County for your review and signature.

- **Background and Purpose**

  Whatcom County Health Department is the lead agency for the North Sound Regional Youth Marijuana Prevention and Education Program (YMPEP) serving Whatcom, Island, San Juan, Skagit, and Snohomish Counties. Whatcom County receives funding from Washington State Department of Health (DOH) to coordinate implementation of strategies aimed at reducing initiation and use of marijuana by youth (ages 12-20) in the North Sound Region. The purpose of this agreement is to support San Juan County's participation in planning and implementing youth marijuana prevention strategies and activities.

- **Funding Amount and Source**

  Funding for this contract, in an amount not to exceed $26,000, is provided by the Washington State Department of Health YMPEP. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

	WHATCOM COUNTY CONTRACT INFORMATION SHEET	Whatcom County Contract No. ____

Originating Department:	85 Health
Division/Program: *(i.e. Dept. Division and Program)*	8550 Human Services / 855060 Substance Abuse
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	San Juan County

Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☐	No ☐
Yes ☒	No ☐	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

Does contract require Council Approval?	Yes ☒	No ☐	If No, include WCC:	
Already approved? Council Approved Date:			(Exclusions 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, Whatcom County grant contract number(s):	201801023		

Is this contract the result of a RFP or Bid process?					
Yes ☐	No ☒	If yes, RFP and Bid number(s):		Contract Cost Center:	677350

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

If YES, indicate exclusion(s) below:

☐ Professional services agreement for certified/licensed professional.	
☐ Contract work is for less than $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 Governments).	☐ Public Works - Local Agency/Federally Funded FHWA.

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

$ 26,000

This Amendment Amount:

$

Total Amended Amount:

$

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: The purpose of this agreement is to fund implementation of youth marijuana prevention activities in San Juan County.

Term of Contract:	1 Year	Expiration Date:	06/30/2021

Contract Routing:			
1. Prepared by: JT		Date:	06/10/2020
2. Health Budget Approval:	KR	Date:	06/16/2020
3. Attorney signoff:	RB	Date:	06/18/2020
4. AS Finance reviewed:	M Caldwell	Date:	06/16/2020
5. IT reviewed (if IT related):		Date:	
6. Contractor approved:		Date:	
7. Submitted to Exec.:		Date:	
8. Council approved (if necessary):		Date:	
9. Executive signed:		Date:	
10. Original to Council:		Date:	

Whatcom County Contract Number

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
SAN JUAN COUNTY

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and San Juan County ("San Juan"); both Counties in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this agreement is to implement youth marijuana prevention activities outlined in the San Juan County Workplan.

2. RESPONSIBILITIES:

   Whatcom will:

   A. Lead and facilitate the North Sound Region Youth Marijuana Prevention Network and implementation of our 5-Year Youth Marijuana Prevention and Education Program (YMPEP) Strategic Plan.

   B. Provide technical assistance and support to San Juan in carrying out their YMPEP work.

   C. Include San Juan staff in regional YMPEP communication, trainings, and meetings.

   D. Share State and regional YMPEP resources with designated San Juan staff.

   E. Provide San Juan with templates for submitting work plan, budget, and reporting.

   San Juan will:

   A. Actively engage in regional YMPEP network:

      1. Attend quarterly regional network meetings;
      2. Participate in monthly YMPEP subcontractor online meetings;
      3. Participate in regional YMPEP planning efforts;
      4. Attend each CPWI/DFC coalition in San Juan County at least once during the year to share about YMPEP strategies and promote regional network;
      5. Promote joining the regional network to partners in San Juan County through coalitions, meetings and program emails/newsletters. Provide contacts to Regional Coordinator for Regional Network Listserv;
      6. Join and participate in the YMPEP Practice Collaborative WA Portal;
      7. Participate in Practice Collaborative Workgroups and other statewide YMPEP efforts, as relevant.

B. Serve as a leader and advocate for marijuana prevention in San Juan County:

    A. Promote YMPEP professional development training opportunities to partners in San Juan County;
    B. Promote Youth Empowerment opportunities coordinated through YMPEP, including OneVoice, to youth prevention clubs in San Juan County;
    C. Share educational resources on marijuana and vaping to school and community partners in communities you serve;
    D. Partner with ESD 189 to support substance use policy updates, as relevant;
    E. Educate yourself and community partners about the LCB rulemaking process. Engage in rulemaking process related to marijuana prevention, as relevant;
    F. Monitor state and local policies and legislation in relation to marijuana prevention. Advocate for state and/or local legislation or policies that support marijuana prevention, as relevant;
    G. Submit advocacy plan to Whatcom for approval.

C. Locally implement statewide youth marijuana prevention campaigns:

    1. Create and submit to Whatcom, an annual local media implementation plan to include implementation of the below:
        i. You Can Youth Prevention Campaign
        ii. Under the Influence of…You Parent Campaign
        iii. Additional marijuana prevention campaigns developed by WA DOH, as relevant
    2. Implement approved local media campaign in San Juan County.

D. Utilize Positive Community Norms and Science of the Positive framework to create marijuana prevention messaging:

    1. Participate in regional Positive Community Norms and Science of the Positive training and planning;
    2. Utilize framework in development of marijuana prevention messaging and communication.

E. Attend relevant local, state, and national trainings related to marijuana prevention:

    1. Create and submit an annual training plan to Whatcom for approval;
    2. Attend approved meetings.

F. Support youth groups in San Juan County to attend the Washington State Prevention Summit, Spring Youth Forum, or other approved youth events.

    1. Create and submit a youth leadership support plan to Whatcom for approval;
    2. Attend approved trainings.

G. Participate in regional and state conference calls, trainings, and meetings, as available.

H. Maintain accurate records of staff time dedicated to YMPEP activities.

I. Provide monthly reports of program activities and staff effort to Lead Regional Coordinator for inclusion in DOH reporting. Contractor will use reporting form provided by Whatcom. Due dates will be no later than 10th day of the month, following the month activities occurred.

J. Perform all work necessary within the limits of the available resources from this agreement to implement the strategies, action steps and deliverables agreed to with regional partners and approved by DOH.

K. Request approval for budget adjustments that total 10% or more – approval required at least 15 days prior to expanding adjusted budget items.

L. Use no more than 20% of YMPEP allocation for indirect/overhead costs.

M. Comply with all applicable Federal and State requirements that govern this agreement and will cooperate with Whatcom on at least one annual site visit at a mutually agreeable time to discuss San Juan County program process and contract oversight.

3. TERM OF AGREEMENT: The start date of this grant funded project is July 1, 2020 therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30, 2021.

4. EXTENSION: The duration of this agreement may be extended by mutual written consent of the parties.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

   Whatcom's representative shall be:

   Alyssa Pavitt, Program Specialist – apavitt@co.whatcom.wa.us
   Whatcom County Health Department
   509 Girard Street, Bellingham WA 98225
   (360) 778-6061

   San Juan's representative shall be:

   Cynthia Stark-Wickman, Prevention Coordinator – prevention@sanjuanco.com
   San Juan Health and Community Services
   PO Box 562, Friday Harbor WA 98250
   (360) 370-7516

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless the other party from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this agreement, unless expressly provided herein.

8. TERMINATION: Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this

paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS: The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.

11. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS: San Juan County will comply with all applicable Federal and State requirements that govern this agreement.

Each signatory below to this Agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

San Juan County Health and Human Services
PO Box 607
Friday Harbor, WA 98250

Signature Block

San Juan County Agreement Number:

Whatcom County Contract Number:

WHATCOM COUNTY

Satpal Sidhu
County Executive

(see page 5 for signature)

Date

SAN JUAN COUNTY
Health and Community Services
Mark Tompkins
Director

Date

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Jonathan Cain

Date

FINAL APPROVAL
County Manager
Michael J. Thomas

Date

EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $26,000, is the Youth Marijuana Prevention and Education Contract with the Washington State Department of Health.

Contract Budget 07/01/2020 – 06/30/2021		
Item	**Documentation required with invoice**	**Budget**
Personnel	Expanded GL Report	$13,400
Professional Services	Copy of sub-contracts and invoices	$7,000
Advertising	Expanded GL Report	$400
Travel & Training	For travel, training and conference expenditures, mileage will be reimbursed at the current Federal rate. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Lodging and meal costs are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Reimbursement requests for allowable travel, training and membership expenses (including conference/training registration fees) must be accompanied by receipts or vendor invoices. Receipts for meals are not required. Mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, are required for mileage reimbursement.	$5,000
Supplies & Materials	Expanded GL Report	$200
	TOTAL	**$26,000**

1. Budget adjustments that total ten percent (10%) or more - need approval at least 15 days prior to expending adjusted budget items.
2. Contractor will be required to submit a spend-down plan to the County if the following budget spending guidelines are not met: 50% by January 1, 2021, 75% by April 1, 2021 and 90% by June 1, 2021. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
3. Contractor may transfer funds between budget line items with prior County approval.

I. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 20th day of the month following the month of service. Invoices submitted for payment must include sufficient documentation to prove the validity of all costs claimed. A general ledger report of costs claimed toward this project will be sufficient for invoicing this agreement. Whatcom County reserves the right to request further back-up documentation for any costs

claimed for reimbursement. Equipment purchases are not an allowable expense. Food and incentive purchases must follow DOH YMPEP guidelines.

2. The Contractor shall submit invoices to *(include contract/PO #):*

   Attention: Business Office – HL-BusinessOffice@co.whatcom.wa.us
   Whatcom County Health Department
   509 Girard Street
   Bellingham, WA 98225

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

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

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

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-260

File ID:	AB2020-260	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/18/2020	**Entered by:**	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	**File Type:**	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sbatdorf@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office to develop an outdoor sports court at the East Whatcom Regional Resource Center

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Authorizing resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Youth Athletic Facilities Program. This $350,000 grant will be used for development of an outdoor sports court at the East Whatcom Regional Resource Center. The local funding match of $195,470 will be provided by the Opportunity Council.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memorandum, Resolution, Grant Application

WHATCOM COUNTY
Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-7500

Michael G. McFarlane, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane

DATE: June 18, 2020

RE: East Whatcom Regional Resource Center – Youth Athletic Facilities Grant Application Authorizing Resolution

---

Enclosed you will find an Application and Authorizing Resolution requesting authorization from the County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Youth Athletic Facilities program.

This $350,000 grant will be used for development of an outdoor sports court at the East Whatcom Regional Resource Center. The total project cost is estimated to be $545,470. The local funding match totaling $195,470 will be provided by the Opportunity Council.

Please feel free to contact Rod Lamb, Design & Development Supervisor at extension 5858 if you have any questions or concerns.

PROPOSED BY: __Parks & Recreation_____

INTRODUCED: _____

RESOLUTION NO:_____

Youth Athletic Facilities (YAF)
GRANT APPLICATION AUTHORIZATION/RESOLUTION

Project(s) Number(s), and Name(s) 20-1735, East Whatcom Regional Resource Center Sports Court

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Michael McFarlane, Director Whatcom County Parks & Rec.
Project contact (day-to-day administering of the grant and communicating with the RCO)	Rod Lamb, Design & Development Supervisor
RCO Grant Agreement (Agreement)	Satpal Sidhu, Whatcom County Executive
Agreement amendments	Satpal Sidhu, Whatcom County Executive
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Satpal Sidhu, Whatcom County Executive

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form

contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

1. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

2. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

3. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

4. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

5. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

6. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

7. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

8. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

9. [for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If our organization owns the project property</u>] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

10. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

11. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

12. This resolution/authorization is deemed to be part of the formal grant application to the Office.

13. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This application authorization was adopted by our organization during the meeting held:

APPROVED this ___ Day of _____, 2020.

WHATCOM COUNTY COUNCIL

ATTEST: WHATCOM COUNTY, WASHINGTON

_____ _____

Dana Brown-Davis, Clerk of the Council Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Approved by email / BW
Brandon Waldron, Civil Deputy Prosecutor

Washington State Attorney General's Office

Approved as to form _____ 2/13/2020
Assistant Attorney General Date

PROJECT: 20-1735 DEV, EAST WHATCOM REGIONAL RESOURCE CENTER SPORTS COURT

Sponsor: Whatcom County Parks & Rec Program: YAF - Large Status: Application Submitted

Parties to the Agreement

PRIMARY SPONSOR

Whatcom County Parks & Recreation
Address 3373 Mount Baker Hwy
City Bellingham **State** WA **Zip** 98226
Org Type County-Parks Department
Vendor # SWV0002425-18
UBI
Date Org created
Org Notes

link to Organization profile
☐ Org data updated

SECONDARY SPONSORS

No records to display

Project Contacts

Contact Name Primary Org	Project Role	Work Phone	Work Email
Allison Dellwo Rec. and Conserv. Office	Project Manager	(360) 867-8626	allison.dellwo@rco.wa.gov
Rodney Lamb Whatcom County Parks & Rec	Project Contact	(360) 778-5858	rlamb@co.whatcom.wa.us
Mike McFarlane Whatcom County Parks & Rec	Alt Project Contact	(360) 778-5855	mmcfarla@co.whatcom.wa.us
Paul Schissler Paul Schissler Associates	Alt Project Contact	(360) 201-8900	pauls@schissler.com

Worksites & Properties

#	Worksite Name
#1	East Whatcom Regional Resource Center (EWRRC)

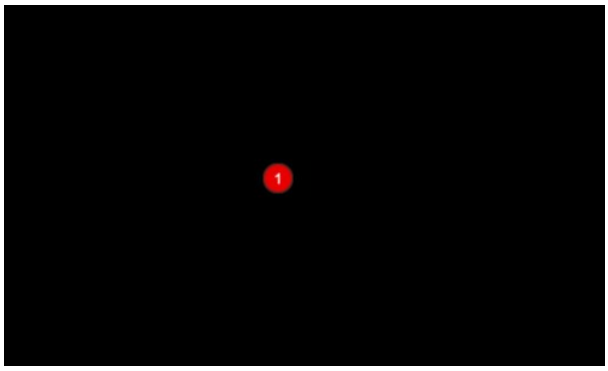
Development	Property Name
✓	EWRRC covered sports court project

Worksite Map & Description

Worksite #1: East Whatcom Regional Resource Center (EWRRC)

WORKSITE ADDRESS

Street Address 8251 Kendall Road (WA HWY 547)
City, State, Zip Maple Falls WA 98266



Worksite Details

Worksite #1: East Whatcom Regional Resource Center (EWRRC)

Project Location

RELATED PROJECTS

Projects in PRISM

PRISM Number	Project Name	Current Status	Relationship Type	Notes
No related project selected				

Related Project Notes

No RCO funding has been used on this County property yet. The prior phases of the East Whatcom Regional Resource Center's planning and development were funded by local, state, federal, and private foundation grants.

Questions

#1: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. **Aquatic Districts and Managers**

No

Property Details

Property: EWRRC covered sports court project (Worksite #1: East Whatcom Regional Resource Center (EWRRC))

Project Proposal

Project Description

The Whatcom County Parks & Recreation Department will use this grant to develop an enhanced multi-use sports court for basketball, pickle ball and other activities for youth and all ages. In a location with 60 inches of rain per year, the 6,000 square-foot, 23-foot-high shed roof with lighting and open sides will allow the much-needed facility to be used year-round. The facility will serve as a safe, accessible, and close-to-home place to recreate and play, and the space will double as a community-gathering place for a variety of uses including outdoor movie nights and other community-led programs. The primary recreational opportunity provided by this project is youth active play.

The proposed facility will be the only such facility to serve a large unincorporated area (Peaceful Valley, Census Designated Place) with over 4,000 residents (up 21 percent since 2010) in 17 square-miles, with a median household income of $35,063, according to the 2018 American Community Survey 5-Year Survey, 50 percent less than the median income for Washington.

The community-led planning process that created the master plan for the nine-acre East Whatcom Regional Resource Center in 2010 identified the need for this youth athletic facility. In 2018, the community-led programming for Phase 2 of EWRRC construction reaffirmed the priority for youth recreational opportunities, with an outdoor, covered, multi-use sports court as an essential component for the EWRRC.

Project Questions

#1: Are overhead utility lines present at the site, and if so explain how they will be relocated or buried.

No

Not applicable

#2: Describe any required mitigation as a result of the action in this proposal. Will mitigation occur on this site or another location?

No mitigation is required as per prior SEPA and NEPA environmental review of the proposed project.

#3: Describe the nature of any existing rights-of-way, easements, reversionary interests, etc. to the project area.

The EWRRC property includes frontage on Kendall Road/ WA Hwy 547, and the main EWRRC entrance has access onto the state highway right-of-way at 8251 Kendall Road. No rights-of-way, easements, or reversionary interests exist on the property except at the entry access where a right-of-way for a future street runs westerly along the northern boundary of the property.

#4: Is any part of the scope of work included in this application required as mitigation for another project or action? E.g. FERC relicensing, Habitat Conservation Plan, legal settlement, etc. If yes, explain:

No

Not applicable

#5: Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

Yes

The sponsor match is a contribution from Opportunity Council, a local nonprofit community action agency, using funding granted in 2020 from a private foundation, the Mount Baker Foundation. Documentation of this Mount Baker Foundation grant and Opportunity Council's commitment to provide the match are available.

Evaluation Criteria

#1: NEED AND NEED SATISFACTION What is the community's need for the proposed youth athletic facility? To what extent will the project satisfy the needs in the service area?

The proposed youth athletic facility will address a long-standing, community-identified need in an unincorporated, underserved area in rural, eastern Whatcom County where no other youth athletic facilities exist. The WA Recreation and Conservation Plan recommends that, "Locate and build recreation facilities for underserved communities," and this project squarely meets that recommendation. The proposed facility will be the only such facility to serve a large unincorporated area (Peaceful Valley, Census Designated Place) with 4,032 residents (up 21 percent since 2010) in 17 square-miles, with a median household income of $35,063, according to the 2018 American Community Survey 5-Year Survey, 50 percent less than the median income for Washington.

The community-led planning process that created the master plan for the nine-acre East Whatcom Regional Resource Center in 2010 identified the need for this youth athletic facility. In 2018, community-led programming for Phase 2 of the construction at the EWRRC reaffirmed the priority for youth recreational opportunities, with an outdoor, covered, multi-use sports court as an essential component for the EWRRC.

There are 1,233 youth under 18 years of age among the 4,032 residents is the immediate area, a majority of whom are expected to use the facility multiple times throughout the year because there are no other similar facilities in the area. The proposed facility will be open and available year-round. The two classrooms of the Head Start preschool program at the EWRRC will use the facility on a daily basis during the school year.

#2: DESIGN AND COST ESTIMATE How well is the project designed? How reasonable are the cost estimates, do they accurately reflect the scope of work, and are there enough funds to implement the proposed projects?

The proposed youth athletic facility project has complete design plans and specifications that were approved by Whatcom County Planning & Development Services in 2018 and used for a public bidding process with sealed bids opened in September 2018. The bidding climate in 2018 resulted in bids exceeding available funding, and the proposed youth athletic facility was postponed while construction of Building 2 at the EWRRC proceeded after additional value engineering and negotiations with the low bidder. In late 2019, near the completion of Building 2 construction, the general contractor prepared a proposed cost for a potential change order to add construction of the youth athletic facility if funding materialized before the end of 2019. Unfortunately, due to lack of funding, the change order could not be approved. However, the proposed costs from late 2019 provide a solid basis for the estimated construction costs in 2021. Enough matching funds have now been raised, exceeding the 25 percent YAF minimum, to complete the project if the proposed $350,000 YAF grant is offered.

The project design, with one large, shed roof over the sports court, complements the two existing buildings at the EWRRC, matching their cascade of shed roofs shown in the attached photographs and visuals. The proposed materials, a pre-engineered metal building and impervious paving, was selected to provide for a durable, low-maintenance facility. ADA-accessibility on the level site will allow ease of use for people of all ages and abilities. An adjacent parking lot is available, if needed, for people arriving to use the youth athletic facilities, and restrooms in the two existing EWRRC buildings will be available during weekday business hours and by prior arrangement during non-business hours.

The EWRRC is owned by the County and managed under contract by Opportunity Council, a nonprofit community action agency. Full-time staff Opportunity Council staff supervised the EWRRC and schedule of the use of the multi-use activity rooms in Buildings 1 and 2, and the same scheduling system will be used to manage the youth athletic facility. A wide variety of community-based organizations and projects use the EWRRC activity rooms, and the County and Opportunity Council expect the same for the new, proposed facility.

#3: SUSTAINABILITY Will the project result in a quality, sustainable, recreational opportunity while protecting the integrity of the environment?

Yes, a quality, sustainable, recreational opportunity converts a flat, grassy area adjacent to existing buildings at the EWRRC into a durable, low- maintenance multi-use sports court for organized and informal youth athletic activities in an underserved area with high levels of poverty and households with low income.

Ecological Factors: NEPA and SEPA review completed in 2018 resulted in a FONSI and DNS. Stormwater treatment in a rain garden, planted with native species, will provide for infiltration at this rainforest location (60 inches of rain per year, on average.) The adjacent, undeveloped wooded area will not be disturbed. Separately from the proposed YAF project, Opportunity Council is pursuing funding for a photo-voltaic array on the EWRRC building roofs that will produce more electricity than the EWRRC uses, including for lighting that will be installed in the roof structure of the proposed YAF project.

Social and Economic Factors: The project addresses the disparity in an underserved, low-income area where facilities for physical activity and social connections are lacking. The central location for over 4,000 people is adjacent to a bus stop and benefits from the existing, ongoing activities in the other EWRRC buildings.

#4: FACILITY MANAGEMENT Does the applicant have the ability to operate and maintain the facility?

Whatcom County Parks & Recreation has a long, commendable history of developing, operating, and maintaining a variety of recreational facilities, including facilities for youth and families. The EWRRC is one of those facilities. The EWRRC, from its opening in 2011, has benefited from the County's Lease and Operations Agreement with Opportunity Council, the nonprofit agency that provides full-time staffing for the EWRRC facilities, operates two Head Start classrooms in Building 1, manages the multi-use activity rooms in the first two EWRRC buildings, and will oversee and manage the use of the proposed YAF facility.

County Parks & Recreation and Opportunity Council are scheduled to review in 2020 the near-term and long-term capital maintenance needs of the EWRRC. Building 1 and 2 were completed in 2011 and 2020, respectively. The EWRRC facilities are well-maintained by the County, and no facility problems or deferred maintenance problems exist.

#5: AVAILABILITY When the project is complete, how often will it be available for competitive youth sports in a calendar year?

The YAF will be available year-round for scheduled activities for youth and adults and, when not reserved for a scheduled activity, the YAF will be open and available to the general public for drop-in play and unscheduled activities for youth and others year round . The pre-engineered roof over the sports court will allow for use during rainy weather in this temperate rain forest location that receives 60 inches of rain per year, on average. Lighting installed under the roof structure will allow use in the late afternoon and early evening of the shorter days during the fall, winter, and early spring.

Opportunity Council, under the terms of a Lease and Operations Agreement with County Parks & Recreation, provides full-time staffing that manages the scheduled use of the multi-purpose activity rooms in the two existing EWRRC buildings, open to all community organizations, projects, and groups. The management and scheduling of the YAF facility will be managed by the Opportunity Council in the same way.

#6: READINESS TO PROCEED What is the timeline for completing the project? Will the sponsor be able to complete the project within 3 years?

Yes, the proposed multi-use sports court project is ready to proceed if RCO funding is offered in 2021 and can be completed within one year, if all goes well. The project design plans and specifications were completed in 2018 and were reviewed and approved for construction in mid-2018. Environmental review, both NEPA and SEPA, have been completed, with a letter from the DAHP including in the process. The site is ready for construction, and the necessary matching funds are committed. Public bidding will occur in the third quarter of 2021, and construction will be completed before the end of the second quarter of 2022.

#7: PROJECT SUPPORT AND PARTNERSHIPS To what extent do users and the public support the project?

The community-led stakeholder planning process that created the master plan for the nine-acre EWRRC in 2010 identified the need for this youth athletic facility. In 2018, community-led programming for Phase 2 of EWRRC construction reaffirmed the priority for youth recreational opportunities, with an outdoor, covered, multi-use sports court as an essential component for the EWRRC.

Local support led to the County Executive pledging in 2015 the first $300,000 towards the Phase 2 project, subject to County Council approval, to help leverage grants from other sources. After the first nonlocal, public grant was awarded, the County Council passed a Resolution committing $300,000 towards the project. As the project scope and budget grew to meet the needs of the community, the County Council passed a Resolution raising the amount to $415,000 in County REET funding, and added $172,000 more when 2018 bidding climate caused construction costs to escalate. The County Executive and Council proved to be responsive to the needs of an underserved, unincorporated rural area with a high percentage of households with low income and median household income of $35,063.

Evidence of wide-spread support is also reflected in Phase 2 funding including nine foundation grants totaling $1,135,000 of the $3,097,000 raised for Phase 2. The $350,000 requested from the RCO will be the final funding needed for Phase 2's construction and will be just over 10 percent of the total cost of Phase 2 construction.

Development Metrics

Worksite: East Whatcom Regional Resource Center (EWRRC) (#1)

SPORT COURTS

Multi-purpose court development

Total cost for Multi-purpose court development	$511,970 **Note:** Total estimated project cost includes construction, sales tax, special inspections, geotech, legal fees/insurance, construction contingency
Select the surface types for multi-purpose courts	Impervious
Select the multi-purpose court renovation elements	Not applicable
Select the recreational uses of multi-purpose courts	Basketball Volleyball

PERMITS

Obtain permits

Total cost to Obtain permits	$13,500

ARCHITECTURAL & ENGINEERING

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E)	$20,000

Overall Project Metrics

PROGRAM OUTCOMES

Youth Served	0 **Note:** This is a new facility.
Youth Served by the development or renovation project	1,000

SITES IMPROVED

Project acres renovated	0 **Note:** No renovation is included in the project

COMPLETION DATE

Projected date of completion	03/01/2022 **Note:** Based on YAF grant award and contract being signed in the third quarter of 2021

Development Cost Estimates

Worksite #1: East Whatcom Regional Resource Center (EWRRC)

Category	Work Type	Estimated Cost	Note
Permits	Obtain permits	$13,500	
Sport Courts	Multi-purpose court development	$511,970	Total estimated project cost includes construction, sales tax, special inspections, geotech, legal fees/insurance, construction contingency
	Subtotal:	$525,470	
Admin, Architecture, and Engineering		$20,000	
	Total Estimate For Worksite:	$545,470	

Summary

Total Estimated Costs Without AA&E:	$525,470
Total Estimated AA&E:	$20,000
Total Estimated Development Costs:	$545,470

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
Development Costs			
Development	$525,470		
Admin, Architecture, and Engineering	$20,000		3.81 %
SUBTOTAL	$545,470	100.00 %	
Total Cost Estimate	$545,470	100.00 %	

Funding Request and Match

FUNDING PROGRAM

YAF - Large	$350,000	64.16 %

SPONSOR MATCH

Category	Amount	Project %
Grant - Private	$195,470	
Match Total:	$195,470	35.84 %
Total Funding Request:	$545,470	100.00 %

Cultural Resources

Worksite #1: East Whatcom Regional Resource Center (EWRRC)

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#1: Provide a description of the project actions at this worksite (acquisition, development and/or restoration activities that will occur as a part of this project)

Development of the sports court and stormwater rain garden will require construction activity within a small area of the EWRRC property. The shaded area delineating the Area of Potential Effect of work and ground-disturbing activities is approximately 12, 500 square feet, or 0.3 acre. Given the amount of space in the area of potential effect between the rain garden and the proposed structure, and with the availability of the paved parking lot, no other staging areas will be needed.

#2: Describe all ground disturbing activities (length, width and depth of disturbance and equipment utilized) that will take place in the Area of Potential Effect (APE). Include the location of any construction staging or access roads associated with your project that will involve ground disturbance.

Ground disturbance for the rain garden is approximately 20 feet by 26 feet and for the covered sports court is approximately 70 feet by 95 feet. Excavation for the roof structure footings will be at least 1.5 feet below grade and up to 3.0 feet if soil conditions require over-excavation to reach bearing soils. The rain garden may be partially sunken and partially bermed.

#3: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

No ground disturbing work is planned for the site prior to construction except the possibility of geo-technical investigations during final design development in 2021. Prior NEPA and SEPA review included Section 106 review by the WA Office of Archeology and Historic Preservation.

#4: Describe the existing project area conditions. The description should include existing conditions, current and historic land uses and previous excavation/fill (if depths and extent is known, please describe).

The area of potential effect is a grassy lawn adjacent to and just south of an existing building and access driveway completed in 2011 after NEPA and SEPA review, including Section 106 review and clearance by the WA Office of Archeology and Historic Preservation. Prior to 2011, the area was part of a privately owned golf course that had ceased operating.

#5: Will a federal permit be required to complete the scope of work on the project areas located within this worksite?

No

Not applicable

#6: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.

No

Not applicable

#7: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?

Yes

#7a: Summarize the previous cultural resource review; including lead agency and date of review, reference name and numbers, etc. If RCO, include the prior phase grant number. NOTE: Do not provide any site-specific information considered confidential. Attach previous surveys or other reference documents.

NEPA and SEPA review, including DAHP Section 106 review, was completed by Whatcom County in 2018 prior to the design of the proposed outdoor covered sports court and the 4,900 square foot building completed in early 2020. Whatcom County completed an earlier NEPA and SEPA process, including Section 106 review, prior to the 2010-2011 design and construction of the EWRRC's Building 1, parking lot, and entry road. Documentation of these reviews is attached.

#8: Is the worksite located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site?

Yes

#8a: Please name the area and specify when the site was established.

The EWRRC was created in 2011 on a nine-acre property owned by Whatcom County and managed by the Parks & Recreation Department. The site is a portion of what had been a golf course and was donated to the County in 2010. Most of the site is a flat, grassy, and well-maintained open space park that surrounds two existing buildings and an accompanying parking lot and entry road built in 2011. A portion of the site, approximately three acres in the southwest quadrant, is an undeveloped, wooded area.

#9: Are there any structures over 45 years of age within this worksite? This includes structures such as buildings, tidegates, dikes, residential structures, bridges, rail grades, park infrastructure, etc.

No

Not applicable

#10: Describe existing worksite site conditions. The answer to this question will be used in cultural resource consultation so please provide detailed information.

The worksite site conditions are grassy, well-maintained lawns adjacent to and just south of an existing building and access driveway completed in 2011 after NEPA and SEPA review, including Section 106 review and clearance by the WA Office of Archeology and Historic Preservation. Prior to 2011, the area was part of a privately owned golf course that had ceased operating. Prior NEPA, SEPA, and DAHP documents are attached.

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
Cultural Assessment [Section 106]	DAHP	02/16/2018	02/20/2018		Log No. 2018-02-01212-COI
		Note: Section 106 documentation including a DAHP letter dated 02/20/2018 is included in the attached NEPA documentation in NEPA Attachments 1 of 2			
NEPA	Federal Agencies	05/30/2018	06/18/2018		15-62210-033
		Note: NEPA review was triggered by the use of WA Community Development Block Grant funding for the construction of Building 2. In 2010, a NEPA review for the same property was triggered by the use of a WA CDBG for the construction of Building 1.			
SEPA	Local or State		02/10/2010		
		Note: SEPA review in 2010 entailed the review of the EWRRC master plan for over 33,000 square feet of buildings. In 2018, Whatcom County Planning determined that no additional SEPA review was necessary before the construction of a second building.			

Attachments

Required Attachments	7 out of 7 done
Control & Tenure Documentation	✓
Map: Area of Potential Effect (APE)	✓
Map: Athletic Facility	✓
Map: Boundary map – Draft	✓
Photo	✓
Site Plan: Development site plan	✓
Visuals	✓

PHOTOS (JPG, GIF)

Photos (JPG, GIF)



432250 Primary



431584 Secondary

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	06/01/2020	Visuals	EWRRC Sports Court project images.pdf	PaulS	EWRRC Sports Court project images.pdf, 432289	✓
	06/01/2020	Site Plan: Development site plan	EWRRC Development Site Plan.pdf	PaulS	EWRRC Development Site Plan.pdf, 432287	✓
	06/01/2020	Map: Boundary map – Draft	EWRRC Boundary Map - Draft.pdf	PaulS	EWRRC Boundary Map - Draft.pdf, 432285	✓
	06/01/2020	Map: Athletic Facility	EWRRC Athletic Facility Map.pdf	PaulS	EWRRC Athletic Facility Map.pdf, 432281	✓
	06/01/2020	Map: Area of Potential Effect (APE)	EWRRC Area of Potential Effect 2 of 2.pdf	PaulS	EWRRC Area of Potential Effect 2 of 2.pdf, 432278	✓
	06/01/2020	Map: Area of Potential Effect (APE)	EWRRC Area of Potential Effect 1 of 2.pdf	PaulS	EWRRC Area of Potential Effect 1 of 2.pdf, 432276	✓
	06/01/2020	Photo	EWRRC perspective of proposed sports court.jpg	PaulS	EWRRC perspective of proposed sports court.jpg, 432250	✓
	06/01/2020	Project Application Report	Project Application Report, 20-1735D (submitted 06/01/20 09:	RodneyL	Project Application Report - 20-1735 (submitted 06-01-2020_09-05-45).pdf, 431806	✓
	05/31/2020	Photo	EWRRC Photos of exisiting EWRRC facilities.jpg	PaulS	EWRRC Photos of exisiting EWRRC facilities.jpg, 431584	✓
	05/31/2020	Visuals	EWRRC Visual of proposed sports court.pdf	PaulS	EWRRC Visual of proposed sports court.pdf, 431582	✓
	05/31/2020	Environmental Clearance	SEPA DNS Notice for EWRRC master plan.pdf	PaulS	SEPA DNS Notice for EWRRC master plan.pdf, 431571	✓
	05/29/2020	Environmental Clearance	SEPA DNS for EWRRC master plan.pdf	PaulS	SEPA DNS for EWRRC master plan.pdf, 431297	✓
	05/29/2020	Environmental Clearance	NEPA FONSI and Release of Funds letter.pdf	PaulS	NEPA FONSI and Release of Funds letter.pdf, 431296	✓
	05/29/2020	Environmental Clearance	NEPA Enviro Assessment Attachment 2 of 2.pdf	PaulS	NEPA Enviro Assessment Attachment 2 of 2.pdf, 431295	✓
	05/29/2020	Environmental Clearance	NEPA Enviro Assessment Attachment 1 of 2.pdf	PaulS	NEPA Enviro Assessment Attachment 1 of 2.pdf, 431294	✓
	05/29/2020	Environmental Clearance	NEPA Environ Assessment and FONSI.pdf	PaulS	NEPA Environ Assessment and FONSI.pdf, 431293	✓
	05/29/2020	Control & Tenure Documentation	Proof of Whatcom County ownership.pdf	PaulS	Proof of Whatcom County ownership.pdf, 431290	✓

RCO Staff Scores

Criteria	Score	Score Range	Basis	Applicant Challenge	RCO Response
GMA Preference	0	-1.0 to 0.0	In Compliance with GMA		
Proximity to People (City/County)					

Application Status

Application Due Date: 06/01/2020

Status Name	Status Date	Submitted By	Submission Notes
Application Submitted	06/01/2020	Rodney Lamb	
Preapplication	05/07/2020		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Rodney Lamb, 06/01/2020)

Date of last change: 06/08/2020

Change Log

Project Application Report - 20-1735

Expand All **20 rows**

Date/Time	Person	Action	Page	Field Label	Identifying Data
06/18/20 9:37:12 am	System	Updated	Staff Scores	Score	GMA Preference
06/01/20 3:16:04 pm	Multiple	Updated	Attachments	Attachment Note	Attachment #432289
06/01/20 3:12:58 pm	Paul Schissler	Deleted	Attachments	Attachment	#431579, Site Plan: Development site plan, EWRRC Development Site Plan.pdf
06/01/20 3:12:31 pm	Paul Schissler	Deleted	Attachments	Attachment	#431585, Map: Boundary map – Draft, EWRRC Boundary Map DRAFT.pdf
06/01/20 3:11:20 pm	Paul Schissler	Deleted	Attachments	Attachment	#431578, Map: Athletic Facility, EWRRC Athletic Facility Map.pdf
06/01/20 3:10:23 pm	Paul Schissler	Deleted	Attachments	Attachment	#431577, Map: Area of Potential Effect (APE), EWRRC Area of Potential Effect 2 of 2.pdf
06/01/20 3:09:21 pm	Paul Schissler	Deleted	Attachments	Attachment	#431576, Map: Area of Potential Effect (APE), EWRRC Area of Potential Effect 1 of 2.pdf
06/01/20 8:59:28 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 8:54:06 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 8:39:06 am	Multiple	Updated	Project Proposal	Project Description	
06/01/20 8:26:08 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 8:11:58 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 7:05:25 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 7:05:25 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 6:56:40 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 6:56:40 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 6:35:47 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 6:35:47 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 6:00:13 am	Paul Schissler	Updated	(derive)	Project Question	
06/01/20 5:21:39 am	Paul Schissler	Updated	(derive)	Worksite Question	





East Whatcom Regional Resource Center

Outdoor Sports Court · RCO No. 20-1735

8251 Kendall Road (WA Highway 547), Kendall WA 98244

Youth Athletic Facilities Grant Application

Whatcom County Parks & Recreation - Applicant

Environmental Works - Architect

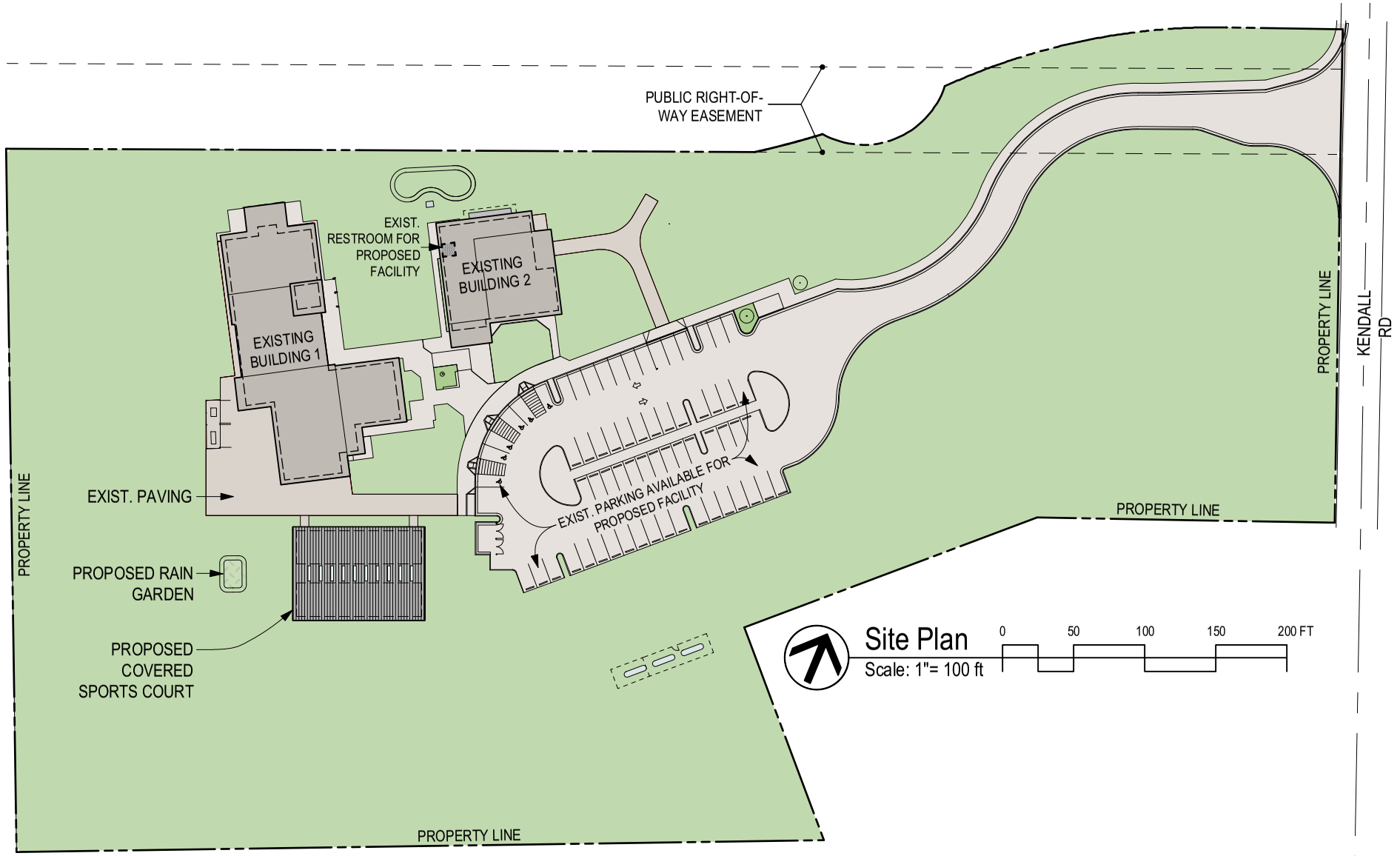
Project Images

Photos -- May 2020

Aerial image of site (Building 2 under construction), South Facade of Building 2

Environmental Works
COMMUNITY DESIGN CENTER

402 15th Avenue East, Seattle WA 98112
206.329.8300 (v) · 206.329.5494 (f)



East Whatcom Regional Resource Center

Outdoor Sports Court · RCO No. 20-1735
8251 Kendall Road (WA Highway 547), Kendall WA 98244
Youth Athletic Facilities Grant Application
Whatcom County Parks & Recreation - Applicant
Environmental Works - Architect

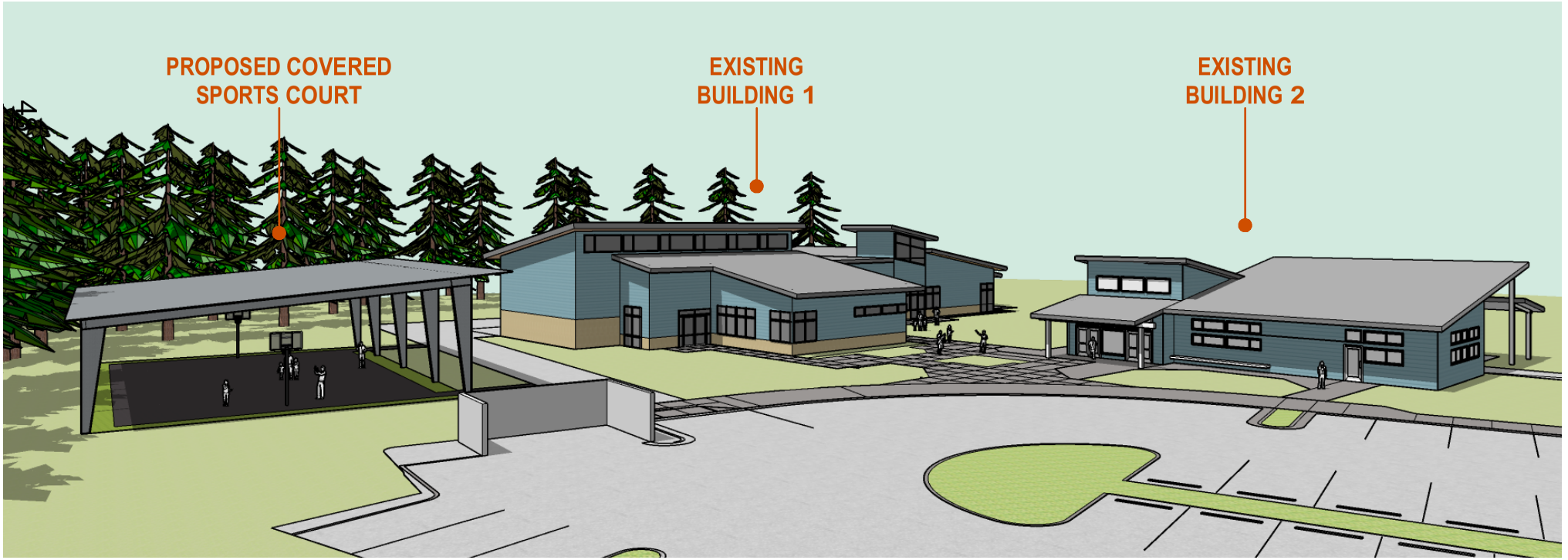
Athletic Facility Map

Proposed Athletic Facility & Support Amenities 1 June 2020

Environmental Works
COMMUNITY DESIGN CENTER
402 15th Avenue East, Seattle WA 98112
206.329.8300 (v) · 206.329.5494 (f)



Proposed East Whatcom Regional Resource Center
Building 3







East Whatcom Regional Resource Center

Outdoor Sports Court · RCO No. 20-1735
8251 Kendall Road (WA Highway 547), Kendall WA 98244

Youth Athletic Facilities Grant Application
Whatcom County Parks & Recreation - Applicant
Environmental Works - Architect

Project Images

PerspectiveViews 1 June 2020

Environmental Works
COMMUNITY DESIGN CENTER
402 15th Avenue East, Seattle WA 98112
206.329.8300 (v) · 206.329.5494 (f)

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-267

File ID:	AB2020-267	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/22/2020	**Entered by:**	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request permission for the County Executive and the County Council to enter into an agreement for funding support and implementation of the Duffner Ditch Culvert and Flood Gate Replacement Project (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The purpose of this agreement is to define the obligations and responsibilities of the parties involved in implementing and providing funding for the Duffner Ditch Culvert and Flood Gate Replacement Project

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Agreement

WHATCOM COUNTY
PUBLIC WORKS DEPT.
322 North Commercial Street
Suite 120
Bellingham, WA 98225

Jon Hutchings
Director

MEMORANDUM

TO: The Honorable Satpal Sidhu, Whatcom County Executive for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

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

RE: Agreement for Funding Support and Implementation of the Duffner Ditch Culvert and Flood Gate Replacement Project

DATE: June 22, 2020

Enclosed are two (2) originals of an agreement for funding support and implementation of the Duffner Ditch Culvert and Flood Gate Replacement project for your review and signature.

- **Background and Purpose**

The Bertrand Watershed Improvement District (BWID) is completing final design of a culvert and flood gate replacement project on Duffner Ditch at the confluence with Bertrand Creek, a tributary of the Nooksack River. Duffner Ditch is located in the floodplain approximately 2,500 feet upstream of the Nooksack River. The BWID will retain a contractor to install a new concrete box culvert to replace two existing culverts to connect Duffner Ditch to Bertrand Creek. The new culvert will have a fish friendly flood gate that will remain open for fish passage except during flood events when the gate will close to prevent Bertrand Creek flow from backing up into Duffner Ditch and flooding adjacent farm fields. The BWID has requested $100,000 of the early action funding included in the 2019-21 Floodplains by Design grant (Contract Number: 202004008) recently awarded to the Flood Control Zone District (FCZD) by the Department of Ecology (DOE). This request is supported by the Floodplain Integrated Planning (FLIP) Steering Committee and the DOE.

The purpose of this agreement is to define the obligations and responsibilities of the parties involved in implementing and providing funding for the Duffner Ditch Culvert and Flood Gate Replacement Project. This includes ensuring compliance with public works contracting laws and ensuring the BWID has adequate resources to implement the project.

- **Funding Amount and Source**

The Agreement will provide funding from multiple sources to ensure the BWID has the resources needed to construct the project. The funding sources include an Environmental Quality Incentives Program (EQIP) payment from NRCS passed through the FCZD, Diking District #4 funds, Consolidated Improvement District #1 funds, and the DOE grant funding passed through the FCZD (Contract Number: 202004008). The Agreement includes the details of how and when the funding will be provided and the requirements needed to ensure compliance with public works contracting and the DOE grant. There will be no net impact to the District's fund balance as a result of this agreement.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	River & Flood (9075)/Flood Hazard Reduction (907550)
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	Bertrand Watershed Improvement District (BWID)

Is this a New Contract? Yes ◉ No ○ If not, is this an Amendment or Renewal to an Existing Contract? Yes ○ No ◉
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions 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, Whatcom County grant contract number(s): 202004008 (partially grant funded)

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

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $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):
$ $395,088 through FCZD; $10,000 from DD#4 and CDID #1

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

The purpose of this Agreement is to define the obligations and responsibilities of the parties involved in implementing and providing funding for the Duffner Ditch Culvert and Flood Gate Replacement Project.

Term of Contract:	Expiration Date: June 30, 2023

Contract Routing:

1. Prepared by:	P Harris	Date: 06/9/20
2. Attorney signoff:	Karen Frakes	Date: 6/9/2020
3. AS Finance reviewed:	Brad Bennett	Date: 6/10/2020
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 04/11/19

AGREEMENT FOR FUNDING SUPPORT AND IMPLEMENTATION OF THE DUFFNER DITCH CULVERT AND FLOOD GATE REPLACEMENT PROJECT

This Agreement is made and entered into by and between the Bertrand Watershed Improvement District of Whatcom County, a Washington special-purpose district (hereinafter referred to as the "BWID"), Whatcom County Flood Control Zone District, a Washington quasi-municipal corporation (hereinafter referred to as the "District"), Diking District #4 of Whatcom County, a Washington special-purpose district (hereinafter referred to as "DD #4"), the Consolidated Drainage Improvement District #1 of Whatcom County, a Washington special-purpose district (hereinafter referred to as "CDID #1"), and Mr. Scott Bedlington, the landowner (hereinafter referred to as "Mr. Scott Bedlington").

WHEREAS, the BWID has retained an engineering consultant to design the Duffner Ditch Culvert and Flood Gate Replacement Project (Project) to replace two existing 5-foot corrugated metal culverts with one 8x6 foot concrete box culvert at the confluence of Duffner Ditch with Bertrand Creek; and

WHEREAS, Bertrand Creek is a tributary of the Nooksack River and the confluence of Duffner Ditch with Bertrand Creek is located in the floodplain approximately 2,500 feet upstream of the Nooksack River; and

WHEREAS, the new concrete box culvert will have a fish friendly flood gate that will remain open for fish passage except during flood events when the gate will close to prevent Bertrand Creek flow from backing up into Duffner Ditch and flooding the adjacent farm fields; and

WHEREAS, the BWID has committed to providing $20,000 towards the Project which has been funding the engineering design; and

WHEREAS, both DD #4 and CDID #1 have allocated $10,000 each towards the Project in their 2020 budget allocations; and

WHEREAS, Mr. Scott Bedlington has entered into a cost-share agreement with the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP) for the Project; and

WHEREAS, the NRCS will provide a payment of $295,088 upon Project completion and final inspection; and

WHEREAS, the total project cost including design, construction, and inspection is currently estimated at $435,000 which exceeds the Project funding available through the NRCS, BWID, DD #4, and CDID #1 funding; and

WHEREAS, the District has received a Floodplains by Design (FbD) grant through the Department of Ecology (DOE) that includes funding for early action projects consistent with the Floodplain Integrated Panning (FLIP) process currently underway; and

WHEREAS, the BWID has requested that $100,000 of the FbD early action funding be allocated to the Duffner Ditch culvert and flood gate replacement project; and

WHEREAS, the FLIP Steering Committee supports the allocation of $100,000 towards the project as it is consistent with the FLIP mission and goals; and

WHEREAS, the NRCS cost-share funding will not be dispensed until after Project completion; and

WHEREAS, the DOE grant funding is dispensed on a reimbursement basis after documentation of actual expenditures are provided to DOE; and

WHEREAS, BWID does not have adequate financial reserves to pay the Contractor during Project construction and prior to NRCS and DOE grant funding being dispersed.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. PURPOSE. The purpose of this Agreement is to define the obligations and responsibilities of the parties involved in implementing and providing funding for the Duffner Ditch Culvert and Flood Gate Replacement Project.

2. PARTY RESPONSIBILITIES

A. BERTRAND WATERSHED IMPROVEMENT DISTRICT

1. Shall manage the engineering design contract and contribute $20,000 towards the Project to fund the design.
2. Subject to receiving the up-front funds from the District, shall expeditiously complete Project construction, pursuant to all applicable laws, regulations, permits and policies.
3. Shall put the Project out for public competitive bidding in accordance with the entity's purchasing policy and select the lowest responsible bidder as the Contractor to construct the Project, consistent with Washington State public works bidding and contracting laws and requirements.
4. Shall retain the design engineer throughout project construction and final closeout to provide construction inspection and management, ensure the project is constructed in accordance with the plans and specifications, and document the construction consistent with public works contracting laws, EQIP requirements and the FbD grant that is providing a portion of the funding.
5. Shall utilize the $295,088 up-front payment from the District to pay the Contractor invoices promptly, typically within 30 days of receipt.
6. Shall request reimbursement from the District for 80% of eligible costs (consistent with DOE's Administrative Requirements for Recipients of Ecology Grants and Loans) up to $100,000 in FbD grant funds.
7. Shall provide documentation to the District for the local 20% cost-share of eligible costs required by the FbD grant funds (up to $25,000).

8. Shall construct the Project consistent with the easements and covenants recorded on the titles of the properties necessary for Project execution of the Project.
9. Shall afford the other parties to this agreement the opportunity to review and comment on the engineering design plans and specifications for the Project. BWID will, in good faith, consider the comments of all the parties and will make modifications in the design and performance of all work on the Project to ensure compliance with applicable laws and grant requirements.
10. If after Project completion and final review by the NRCS of the practices actually constructed, the final EQIP payment is decreased, the BWID will refund to the District the difference between the amount of $295,088 and the actual payment made by NRCS.

B. WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES
1. Shall provide payment to BWID of $295,088 within thirty (30) days of receiving an Assignment of Payment of $295,088 from Mr. Scott Bedlington that has been approved by NRCS.
2. Shall reimburse up to $100,000 of eligible Project construction costs incurred by BWID within thirty (30) days of receiving the BWID reimbursement request including adequate documentation of the 20% local match required by the FbD grant.
3. Shall provide technical assistance related to design, construction, and public works contracting.

C. WHATCOM COUNTY DIKING DISTRICT #4 RESPONSIBILITIES
1. Upon execution of this agreement, shall contribute in cash, a contribution toward Project implementation in an amount equal to $10,000.
2. In collaboration with CDID #1, perform ongoing operations and maintenance of the completed project in accordance with the operations and maintenance plan.

D. WHATCOM COUNTY CONSOLIDATED DRAINAGE IMPROVEMENT DISTRICT #1 RESPONSIBILITIES
1. Upon execution of this agreement, shall contribute in cash, a contribution toward the construction of the Project in an amount equal to $10,000.
2. In collaboration with DD#4, perform ongoing operations and maintenance of the completed project in accordance with the operations and maintenance plan.

E. MR. SCOTT BEDLINGTON
1. Upon execution of this agreement, shall request an Assignment of Payment of $295,088 to the District. The assignment of payment must be approved by NRCS.
2. If after Project completion and final review by NRCS of the practices actually constructed, the final EQIP payment is increased, any additional funds provided through the NRCS's EQIP payment associated with the Project beyond the amount of $295,088, shall be included in the assignment of payment to the District

3. PAYMENT

The District shall provide $295,088 up-front cash to the BWID within thirty (30) days of receiving an approved NRCS Assignment of Payment for the same amount.

DD #4 will provide $10,000 payment to the BWID for project implementation upon execution of this agreement.

CDID #1 will provide $10,000 payment to the BWID for project implementation upon execution of this agreement.

The District shall provide payment to the BWID to reimburse up to $100,000 of eligible costs for construction, within thirty (30) days of receiving the BWID's reimbursement request and documentation of the 20% match (up to $25,000) required by the FbD grant.

If after Project completion, the NRCS EQIP payment amount is reduced based on adjustments in the quantities of the actual practices constructed, the BWID will refund the District the difference between the amount of up-front payment of $295,088 and the actual payment made by NRCS.

4. TERM OF AGREEMENT

The period of performance for this Agreement shall be consistent with the performance period of the 2019-2021 FbD grant (Grant No. SEAFBD-2019-WhCoPW-00054), which is currently July 1, 2019 through June 30, 2023.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of all of the parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the manner set forth in this section. The parties to this Agreement shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. In the performance of this Agreement, it is mutually understood and agreed upon by the parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance.

7. INDEMNIFICATION

Each party agrees to protect, defend, appear, save harmless and indemnify the other parties from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the that party, its agents or employees in the performance of this agreement

8. ASSIGNMENT

The obligations to be performed by the parties under this Agreement are not assignable or delegable by any party in whole or in part, without the prior written consent of both of the other parties.

9. WAIVER

A failure by any of the parties to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

10. TERMINATION

This Agreement may be terminated without cause by any Party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

12. INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions of this Agreement. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative or any other party for any purpose. Each party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement. The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for the BWID is:

Henry Bierlink, Executive Director
Ag Water Board of Whatcom County
204 Hawley Street
Lynden, WA 98264
(360) 354-1337
henry@agwaterboard.com

The Contract Administrator for the District is:

Paula Harris, River and Flood Manager
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6285
pharris@co.whatcom.wa.us

The Contract Administrator for DD #4 and CDID #1 is:

Lonni Cummings, Administrative Secretary
Whatcom County Public Works Department
River and Flood Division
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6289
lcumming@co.whatcom.wa.us

The Contract Administrator for Mr. Scott Bedlington is:

Mr. Scott Bedlington
8040 Saddlebrook Drive
Lynden, WA 98264
scott@bedlingtonfarms.com

14. COUNTERPARTS

This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.

15. EFFECTIVE DATE

This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF, the parties have executed this Agreement.

BERTRAND WATERSHED IMPROVEMENT DISTRICT

By: Vern Vark Jr

Title: BS President

Date: 6-8-2020

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: _____

Title: _____

Date: _____

Approved as to form:

Approved by email-KF/PH 6-4-2020
Karen Frakes, Chief Civil Deputy Prosecutor

WHATCOM COUNTY DIKING DISTRICT #4

By: Alfred Pace

Title: Commissioner

Date: June 22, 2020

WHATCOM COUNTY CONSOLIDATED DRAINAGE IMPROVEMENT DISTRICT #1

By: Fred VanderVeen

Title: Supervisor

Date: June 18, 2020

MR. SCOTT BEDLINGTON

By: Scott Bed

Title: Owner

Date: 6-11-2020

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-268

File ID:	AB2020-268	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/23/2020	**Entered by:**	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request permission for the County Executive and the County Council to enter into an agreement between the Ag Water Board of Whatcom County and the Whatcom County Flood Control Zone District relating to Funding Support for Participation in the Flood Integrated Planning Process (FLIP) (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Floodplains by Design grant approved at the 4/21/2020 Council meeting provides funding to support the agricultural community in participating in the Floodplain Integrated Planning process. The Ag Water Board has retained a consultant to serve on the FLIP Steering Committee, participate on the FLIP stakeholder team and create educational videos on environmental issues associated with agriculture. The grant will reimburse 80% of the cost of these expendites and requires a 20% cost-share which will be provided by the Ag Water Board. This agreement provides the mechanism to pass the grant funding through to the Ag Water Board

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Agreement

WHATCOM COUNTY
PUBLIC WORKS DEPT.
322 North Commercial Street
Suite 120
Bellingham, WA 98225

Jon Hutchings
Director

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

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

RE: Agreement between the Ag Water Board of Whatcom County and the Whatcom County Flood Control Zone District

DATE: June 10, 2020

Enclosed are two (2) originals of an Agreement between the Ag Water Board of Whatcom County (AWB) and the Whatcom County Flood Control Zone District (WCFCZD) for your review and signature.

- **Background and Purpose**

The Floodplains by Design grant approved at the April 21, 2020 Council meeting includes $50,000 in grant funding allocated to support participation of the agricultural community in the Floodplain Integrated Planning (FLIP) process and creation of education videos on environmental issues related to agriculture. This ILA provides the mechanism for passing the grant funding through the WCFCZD to the AWB to reimburse 80% of their costs.

- **Funding Amount and Source**

The proposed ILA provides for 80% reimbursement of AWB costs up to a maximum of $50,000 of grant funding for the grant period of performance which began on July 1, 2019. The AWB will provide documentation for the 20% match required by the grant. The 2019 FCZD budget has adequate expenditure authority for this agreement.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	River & Flood (9075)/Flood Planning (907525)
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	Ag Water Board of Whatcom County

Is this a New Contract? Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☐
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: _____
Already approved? Council Approved Date: _____
(Exclusions 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, Whatcom County grant contract number(s): SEAFBD-2019-WhCoPw-0054

Is this contract the result of a RFP or Bid process?
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Contract Cost Center: 720006

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☒ Contract work is for less than $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):
$ 62,500
DOE Grant Pass Through Amount:
$ $50,000
Ag Water Board Amount (20% match):
$ 12,500

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: *The Floodplains by Design grant approved at the 4/21/2020 Council meeting provides funding to support the agricultural community in participating in the Floodplain Integrated Planning process. The Ag Water Board has retained a consultant to serve on the FLIP Steering Committee, participate on the FLIP stakeholder team and create educational videos on environmental issues associated with agriculture. The grant will reimburse 80% of the cost of these expenditures and requires a 20% cost-share which will be provided by the Ag Water Board.*

Term of Contract:	Expiration Date: 6/30/2023

Contract Routing:

1. Prepared by:	Paula Harris	Date: 5/26/2020
2. Attorney signoff:	Karen Frakes	Date: 6/4/2020
3. AS Finance reviewed:	Brad Bennett	Date: 6/10/2020
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

WHATCOM COUNTY CONTRACT
ATTORNEY REVIEW
[submit via electronic transmittal]

Whatcom County Contract No.
_____

Originating Department:	*Public Works*
Contact Person:	*Paula Harris*
Contractor's Name:	*Ag Water Board of Whatcom County*

First Review:

Ξ ***Approved*** *As Is; Prepare Hardcopy for Signoff*

☐ ***Needs Revision****; Attorney Comments for suggested changes:*

Second Review:

☐ Implemented Attorney Corrections as Indicated

☐ ***Approved****; Prepare Hardcopy for Signoff*

☐ Additional Corrections Needed; Attorney Comments for suggested changes:

Please indicate any Special Dates or clauses that require calendaring:

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.

AGREEMENT BETWEEN THE AG WATER BOARD OF WHATCOM COUNTY AND THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT RELATING TO FUNDING SUPPORT FOR PARTICIPATION IN THE FLIP PLANNING PROCESS

This Agreement is made and entered into by and between the Ag Water Board of Whatcom County, a Washington non-profit corporation (hereinafter referred to as the "Board") and the Whatcom County Flood Control Zone District, a Washington quasi-municipal corporation (hereinafter referred to as the "District").

WHEREAS, the Ag Water Board consists of elected representatives from each Watershed Improvement District (WID) in Whatcom County, wherein the WIDs are special purpose districts generally encompassing most of the county's agricultural lands created pursuant to RCW 87.03;

WHEREAS, the District manages the Floodplain Integrated Planning (FLIP) process to update and broaden the scope of the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP); and

WHEREAS, the FLIP process includes a stakeholder group (FLIP Team) with representatives from the District, the Board, the WIDs, District sub-zone advisory committees, diking districts, federal, state and local agency staff, local tribes and technical experts; and

WHEREAS, the FLIP process also includes a Steering Committee (FLIPSC) with representatives from the District, local tribes and the agricultural community; and

WHEREAS, the Board retains Whatcom Family Farmers (WFF) to represent the agricultural community on the FLIPSC and to participate on the FLIP Team; and

WHEREAS, the District has been awarded a Floodplains by Design (FbD) grant from the Department of Ecology (Ecology) that includes funding to support participation of the agricultural community in the FLIP process; and

WHEREAS, the FbD grant also includes funding for the agricultural community to create broadly-supported educational videos on environmental issues associated with agriculture and the steps the agricultural sector is taking to achieve mutually beneficial goals; and

WHEREAS, the AWB will be contracting creation of these educational videos through WFF; and

WHEREAS, the FbD grant provides 80 percent reimbursement of eligible costs and requires a local cost-share of 20 percent of eligible costs.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. PURPOSE. The purpose of this Agreement is to set the terms whereby the District will provide the Board reimbursement of 80 percent of eligible costs for services provided by WFF to represent the agricultural community during the FLIP process and create educational videos.

2. PARTY RESPONSIBILITIES

A. AG WATER BOARD RESPONSIBILITIES

1. The Board shall contract with WFF to represent the agricultural community and participate on the FLIPSC and FLIP Team.
2. The Board shall contract with WFF to create three short (approximately 5 to 8 minutes) educational videos on environmental issues associated with agriculture and the steps the agricultural sector is taking to achieve mutually beneficial goals. The content and final version of the videos must be approved by the FLIPSC and Ecology.
3. The Board shall request reimbursement from the District for 80 percent of their costs associated with WFF services to participate in the FLIP process and create educational videos at least semi-annually and not more than quarterly throughout the FLIP process.
4. Copies of WFF invoices should be provided to document the expenses incurred by the Board for which reimbursement is requested.

B. FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES

1. The District shall reimburse 80 percent of the eligible costs incurred by the Board for WFF to represent agricultural interests in the FLIP process and create education videos, up to a maximum reimbursement amount of fifty thousand dollars ($50,000).

3. PAYMENT

The District will provide payment to the Board to reimburse 80 percent of eligible costs of the Board's contracted representative (WFF) for participation in the FLIP process and creation of educational videos in an amount not to exceed $50,000 within thirty (30) days of receiving the Board reimbursement request.

4. TERM OF AGREEMENT

The period of performance for this Agreement shall be consistent with the performance period of the 2019-2021 FbD grant (Grant No. SEAFBD-2019-WhCoPW-00054), which is currently July 1, 2019 through June 30, 2023.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of all of the parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the manner set forth in this section. The parties to this Agreement shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the

dispute board shall be final and binding on the parties hereto. In the performance of this Agreement, it is mutually understood and agreed upon by the parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance.

7. ASSIGNMENT

The obligations to be performed by the parties under this Agreement are not assignable or delegable by any party in whole or in part, without the prior written consent of both of the other parties.

8. WAIVER

A failure by any of the parties to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

9. TERMINATION

This Agreement may be terminated without cause by any Party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

11. INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions of this Agreement. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative or any other party for any purpose. Each party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement. The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for the Board is:

Henry Bierlink, Executive Director

Ag Water Board of Whatcom County
204 Hawley Street
Lynden, WA 98264
(360) 354-1337
henry@agwaterboard.com

The Contract Administrator for the District is:
Paula Harris, River and Flood Manager
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6285
pharris@co.whatcom.wa.us

13. COUNTERPARTS

This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.

14. EFFECTIVE DATE

This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF, the parties have executed this Agreement.

AG WATER BOARD OF WHATCOM COUNTY

By: _____

Title: Board member

Date: 6/17/20

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: _____

Title: _____

Date: _____

Approved as to form:

Approved by email - KF/PH 6-4-2020

Karen Frakes, Chief Civil Deputy Prosecutor

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-269

File ID:	AB2020-269	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/23/2020	**Entered by:**	DPierce@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Agreement		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: dpierce@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department, in the amount of $400,725.

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Contract, Supporting Documents Debarment, Suspension, Supporting Documents Signature Authorization

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMORANDUM

TO: Satpal S. Sidhu, County Executive

FROM: Bill Elfo, Sheriff

DATE: June 23, 2020

RE: Washington State Military Department
U.S. Department of Homeland Security
FFY19 Operation Stonegarden Program (OPSG) Contract Number E20-206

Enclosed for your review and signature are two (2) original grant agreements between Whatcom County Sheriff's Office and the State of Washington State Military Department for FFY19 Operation Stonegarden Program (OPSG), Grant Agreement Number E20-206

- **Background and Purpose**
  The Whatcom County Sheriff's Office was awarded $400,725 from the U.S. Department of Homeland Security (DHS), Operation Stonegarden Program (OPSG) for Fiscal Year 2019. This grant flows from DHS through the Washington State Military Department to Whatcom County. This is the twelth year that Whatcom County has received an Operation Stonegarden award.

  The OPSG Grant Program supports enhanced cooperation and coordination among local, Tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the borders of the United States along routes of ingress, to include travel corridors along the Canadian and international water borders.

  Active participants include the Whatcom County Sheriff's Office, U.S. Border Patrol Blaine Sector, the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments, and Washington Department of Fish & Wildlife.

  Participating agencies will not enforce Title 8 (U.S. Immigration Law).

  This funding will be used for operational overtime and related mileage/fuel costs and equipment purchases which were pre-approved during the application process.

- **Funding Amount and Source**
  $400,725 from WA St. Military Department, Grant Agreement #E20-206. Funds originate from the U.S. Department of Homeland Security, FFY19 Operation Stonegarden Program, Federal Funding Source Agreement #EMW-2019-SS-00044-S01, CFDA#97.067-19HSGP (OPSG).

- **Differences from Previous Contract**
  A decrease in funding of $9,275.00 from previous fiscal year grant.

Please contact Undersheriff Doug Chadwick at extension 6618 if you have any questions regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	35 Sheriff's Office/ 3520 Bureau of LE & Investigations/ 352096 Homeland Security
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	Washington State Military Department

Is this a New Contract? Yes ◉ No ○ If not, is this an Amendment or Renewal to an Existing Contract? Yes ○ No ◉
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions 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#: 97.067-19HSGP (OPSG)

Is this contract grant funded?
Yes ◉ No ○ If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?
Yes ○ No ◉ If yes, RFP and Bid number(s): _____ Contract Cost Center: 1003519005

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $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):
$ 400,725.00

This Amendment Amount:
$

Total Amended Amount:
$ 400,725.00

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Grant agreement supports enhanced cooperation and coordination among local, Tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the international borders of the United States. Funding provided by the U.S. Department of Homeland Security, Operation Stonegarden Program for Fiscal Year 2019.

Term of Contract: 09/01/19	Expiration Date: 04/30/22

Contract Routing:

1. Prepared by: D. Pierce DMP Date: 06/23/20
2. Attorney signoff: Approved by email BW/dp Date: 06/23/20
3. AS Finance reviewed: Approved by email BB/dp Date: 06/23/20
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 04/11/19

Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Whatcom County Sheriff's Office** **311 Grand Avenue** **Bellingham, WA 98225-4048**	2. Grant Agreement Amount: **$400,725**	3. Grant Agreement Number: **E20-206**
4. Subrecipient Contact, phone/email: **Dawn Pierce, (360) 778-6606** **dpierce@co.whatcom.wa.us**	5. Grant Agreement Start Date: **September 1, 2019**	6. Grant Agreement End Date: **April 30, 2022**
7. Department Contact, phone/email: **Zoie Choate, (253) 512-7461** **zoie.choate@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **060044641**	9. UBI # (state revenue): **600-358-208**

10. Funding Authority:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: **EMW-2019-SS-00044-S01**	12. Federal Award Date: **08/8/2019**	13. Assistance Listings # (formerly CFDA) # & Title: **97.067 - 19HSGP (OPSG)**
14. Total Federal Award Amount: **$15,581,281**	15. Program Index # & OBJ/SUB-OBJ: **Local: 793GA, 793GB, 793GF, 793GZ / NZ**	
16. Service Districts: BY LEGISLATIVE DISTRICTS: **39, 40, 42** BY CONGRESSIONAL DISTRICTS: **2**	17. Service Area by County(ies): **Whatcom**	18. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE #_____
19. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	20. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
21. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO	22. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER	

23. PURPOSE & DESCRIPTION:

The purpose of the Federal Fiscal Year (FFY) 2019 Homeland Security Grant Program (19HSGP) is to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 19HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. 19HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 19HSGP DHS Award Letter for Grant No. EMW-2019-SS-00044-S01, which is incorporated in and attached hereto as Attachment 1,and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's Work Plan, Timeline, and Budget for the subaward are detailed in Attachment 2.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Attachments 1 and 2; 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 Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this 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. DHS/FEMA Award and program documents
3. Work Plan, Timeline, and Budget
4. Special Terms and Conditions
5. General Terms and Conditions, and,
6. Other provisions of the Agreement incorporated by reference.

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED TO FORM:
Brian E. Buchholz, Sr. Assistant Attorney General 9/16/2019

FOR THE SUBRECIPIENT:

_____
Signature Date
Satpal Singh Sidhu, County Executive
Whatcom County

Bill Elfo 06-23-20
Signature Date
Bill Elfo, Sheriff
Whatcom County

APPROVED AS TO FORM (if applicable):
APPROVED BY EMAIL BW/dmp 06-23-20
Applicant's Legal Review Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		DEPARTMENT
Name	**Dawn Pierce**	Name	**Zoie Choate**
Title	**Sr. Administrative Assistant**	Title	**Program Coordinator**
E-Mail	**dpierce@co.whatcom.wa.us**	E-Mail	**zoie.choate@mil.wa.gov**
Phone	**360-778-6606**	Phone	**253-512-7461**
Name	**Doug Chadwick**	Name	**Gail Cram**
Title	~~**Chief**~~ UNDERSHERIFF	Title	**Program Manager**
E-Mail	**dchadwick@co.whatcom.wa.us**	E-Mail	**gail.cram@mil.wa.gov**
Phone	**360-778-6618**	Phone	**253-512-7472**
Name	~~**Jacqueline Korn**~~ DAWN PIERCE	Name	
Title	~~**Financial Accountant**~~	Title	
E-Mail	~~**jkorn@co.whatcom.wa.us**~~	E-Mail	
Phone	~~**360-778-6607**~~	Phone	

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient 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 DHS/FEMA applicable to the 19HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Homeland Security Grant Program (HSGP)" document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMW-2019-SS-00044-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment 1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient 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, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 19HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 19HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to 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 DHS/FEMA applicable to the 19HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 Homeland Security Grant Program (HSGP)" document, the FEMA

Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMW-2019-SS-00044-S01 2019-SS-00044-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 19HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 1 of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. 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 Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment 2), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department's Key Personnel for approval with an explanation for the change.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Reimbursement requests will include 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 Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment 2).

   Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment 2) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment 2]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. A written amendment will be required if the Subrecipient expects cumulative transfers among project totals, as identified in the Work Plan and Budget (Attachment 2), to exceed 10% of the Grant Agreement Amount. For SHSP and UASI, if a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed 10% of the Grant Agreement Amount shall require an amendment to this Agreement. For OPSG agreements, budget category totals shall be used to calculate the cumulative transfer. Any adjustments to totals not in compliance with the above will not be reimbursed.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment 2) activities in the format provided by the Department.

b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.

c. The Subrecipient shall 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 the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

d. SHSP and UASI Subrecipients shall participate in the State's Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. UASI Subrecipients must also participate in the UASI SPR and THIRA.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

   i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:
   A. Description of the property;
   B. Manufacturer's serial number, model number, or other identification number;
   C. Funding source for the equipment, including the Federal Award Identification Number (FAIN);
   D. Assistance Listings Number (formerly CFDA number);
   E. Who holds the title;
   F. Acquisition date;
   G. Cost of the equipment and the percentage of federal participation in the cost;
   H. Location, use and condition of the equipment at the date the information was reported;
   I. Disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, 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 Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient 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.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
   A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
   B. For Equipment:
      1) Items with a current per-unit fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of $5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient 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 Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable categories for 19HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

   If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. For OPSG Subrecipients, equipment purchased with DHS federal award funds is to be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.

f. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from Health and Human Services (HHS) for this purpose and with existing Metropolitan Medical Response System (MMRS) committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 19HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

g. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/media-library/assets/documents/85376 all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or 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 DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

d. The Subrecipient 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 and approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.10.

b. For all sole source contracts expected to exceed $250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient 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 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the "2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:

i. Review of financial and performance reports;

ii. Monitoring and documenting the completion of Agreement deliverables;

iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan and Budget (Attachment 2), and federal requirements;

v. Observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations; and

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 Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients 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. 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 in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

9. 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 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive FY 2019 federal preparedness funding, to include 19HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/media-library/assets/documetns/130743.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachment 2), as approved by the Department, and in compliance with this Agreement.

   a. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities that support terrorism preparedness.

   b. UASI-funded projects must build, sustain, and deliver the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

   c. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

2. The Budget (Attachment 2) may include the following caps and thresholds:

   a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed 5% but may be less.

   b. At least 25% of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget.

If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.

c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, an amendment is required. Additional approval steps may also be required before the personnel percentage can be increased.

3. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
4. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be submitted to the Department Key Personnel as applicable.
5. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1 (https://www.fema.gov/media-library/assets/documents/34856), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
6. Subrecipients are required to complete the 2019 Nationwide Cybersecurity Review (NCSR) https://www.cisecurity.org/ms-isac/services/ncsr to benchmark and measure progress of improving their cybersecurity posture before December 31, 2019.
7. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. However, except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
8. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 19HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 19HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2019-SS-00044-S01, which are incorporated in and made a part of this Agreement as Attachment 1.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**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. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this 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 Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient 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.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or Subrecipients 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 subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or Subrecipient or by checking the System for Award Management (https://sam.gov/SAM/) maintained by the federal government. The Subrecipient 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" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient 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.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient 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 Subrecipient 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 Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients 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.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients 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), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, 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 noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient 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 the Subrecipient 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 Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under

40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11) Notice of awarding agency requirements and regulations pertaining to reporting.
12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding 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.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient 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 Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

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 Subrecipient's responsibilities with respect to services provided under this 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 Agreement, 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 Subrecipient 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 Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, 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 Subrecipient, its subcontractors, subrecipients, 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 Agreement.

To the extent allowed by law, the Subrecipient 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 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 Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient'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 representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this 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 Subrecipient 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 work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient 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 Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient 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 Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient 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 Subrecipient 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 Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, 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 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 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 Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this 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 Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, 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 Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly 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 Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the 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 Agreement termination. Repayment by the Subrecipient 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 and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this 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 Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this 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 Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this 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 Subrecipient, 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 Subrecipient 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, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient 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 Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **$750,000** 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 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are 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 United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, 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 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient 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 Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Washington Military Department
ATTN: Contract's Office
1 Militia Drive; TA-20
Camp Murray, WA 98430-5032

The Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms) to the Department at the address listed above before this Agreement is executed and timely submit annual updates to the

Department every year thereafter, and if the Subrecipient is claiming it is exempt from the audit requirements of 2 CFR Part 200 Subpart F include an explanation of the criteria for exemption.

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.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's 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 2 CFR Part 200 Subpart F; 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.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient 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 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 Subrecipient 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 Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient 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 Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient 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 Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient 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 Subrecipient 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 Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure,

the Department shall notify the Subrecipient 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 Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement 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 Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient'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 Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an 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 Agreement termination, the amount agreed upon by the Subrecipient 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 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 Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient 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 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 Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the 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 Subrecipient under the orders and 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 contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and 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 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 Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient 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.35 VENUE

This 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 Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this 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 Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

FFY19 HSGP Award Documents
EMW-2019-SS-00044-S01

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2019-SS-00044

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Homeland Security Grant Program has been approved in the amount of $15,581,281.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2019 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.



BRIDGET ELLEN BEAN GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington Military Department
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2019-SS-00044-S01

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Article I - Summary Description of Award

The purpose of the FY 2019 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $7,000,000, Urban Area Security Initiative (UASI) funding in the amount of $6,000,000, and Operation Stonegarden (OPSG) funding in the amount of $2,581,281. The following counties shall receive Operation Stonegarden subawards for the following amounts: Clallam, $450,000; Colville, $55,393; Ferry, $125,000; Island, $203,386; Jamestown S'Klallam, $75,000; Makah, $72,018; Nooksack, $105,262; Okanogan, $245,000; Pend Oreille, $150,232; Quileute, $75,000; San Juan, $160,750; Skagit, $42,240; Spokane, $150,250; Stevens, $170,000; Swinomish, $90,750; Whatcom, $411,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article III - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article IV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article V - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article VI - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award 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.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

Article VII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VIII - Activities Conducted Abroad

Recipients 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.

Article IX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article X - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), 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.

Article XI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, 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 (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. 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 C.F.R. Part 100, Subpart D.)

Article XIV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XVII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are 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.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*) 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. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance 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 related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated h ere by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System for Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO 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.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

BUDGET COST CATEGORIES

Personnel	$844,918.46
Fringe Benefits	$253,475.54
Travel	$17,879.00
Equipment	$0.00
Supplies	$8,599.00
Contractual	$14,267,430.00
Construction	$0.00
Indirect Charges	$188,979.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2019-SS-00044-S01	***	916001095G	AWARD	WX04625N2019T , WX04626N2019T , WX04629N2019T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Gail Cram	253-512-7472	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2019		Cost Reimbursement	09/01/2019	08/31/2022
			Budget Period	
			09/01/2019	08/31/2022

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2019-FA-GG01-P410- -4101-D	$0.00	$7,000,000.00	$7,000,000.00	See Totals
Homeland Security Grant Program	97.067	2019-FA-GH01-P410- -4101-D	$0.00	$6,000,000.00	$6,000,000.00	See Totals
Homeland Security Grant Program	97.067	2019-FA-GG02-P410- -4101-D	$0.00	$2,581,281.00	$2,581,281.00	See Totals
			$0.00	**$15,581,281.00**	**$15,581,281.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Cram,

DATE
Fri Aug 23 20:52:17 GMT 2019

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Thu Aug 08 15:42:17 GMT 2019

SHENAUZ SUBRINA WONG , Assistance Officer

FFY19 Homeland Security Grant Program (HSGP)

Operation Stonegarden (OPSG)

The OPSG Program provides funding to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

Per the FY19 Preparedness Grants Manual, responsibilities of the Subrecipient include:

- Conduct operations on an as-needed basis throughout the length of the grant performance period;
- Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
- Ensure all required reports, including reports from friendly forces, are submitted to Border Patrol and the State Administrative Agency (SAA), when applicable, in the proper format and within established timeframes;
- Ensure applicable OPSG derived data is shared with the designated fusion center in the state or high-risk urban areas;
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other Federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area; and
- Provide the SAA and Border Patrol a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures.

Attachment 2 includes the Work Plan/Budget and Timeline.

The Work Plan/Budget consists of the 19OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- Personnel expenditures will not exceed 50% of the agreement award unless a waiver has been approved by FEMA. Once a Personnel Cap Waiver Approval Letter is received, the Subrecipient will be held to the personnel amount indicated in the letter. Expenditures above the approved amount will not be reimbursed unless and only after a revised approval letter is received from FEMA.
- A current approved Indirect Cost Rate Agreement must be provided to the SAA prior to requesting reimbursement of indirect costs. If the approved Indirect Cost Rate Agreement is updated, the updated Agreement must be submitted to the SAA before costs will be reimbursed.
- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.
- Cumulative transfers between budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department. All budget modifications must be validated by USBP concurrence and any applicable approvals.

WORK PLAN/BUDGET

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

April 07, 2020

Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive, Building 1
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

Based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order as submitted is approved:

Operations Order No: 20-BLWBLW-10-008 V0
Fiscal Year: 2019
Amount Approved: $411,000
Operations Order Dates: 09/01/2019 – 8/31/2022
Recipient: Whatcom County, WA

Expenditures from the Operations Order (OPORD) that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) are outlined below. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk, and vulnerability along our Nation's borders. Please see below for all approved costs for this OPORD and refer to the OPORD for specific items.

Category	Amount
Overtime:	$266,017.60
Fringe:	$44,103
Equipment:	$36,357.80
Fuel:	$16,785
Maintenance:	$0
Mileage:	$23,625.60
Travel:	$0
County M&A:	$13,836
State M&A:	$10,275
Total	**$411,000**

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9886.

Sincerely,

GEORGE L MITCHELL

Digitally signed by GEORGE L MITCHELL
Date: 2020.04.08 07:02:22 -04'00'

George L. Mitchell
Preparedness Officer
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

April 7, 2020

Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive, Building 1
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency (FEMA) has reviewed the request submitted by Washington Military Department (WMD) to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609).

WMD is retaining 2.5 percent for M&A, $64,532.03. The following counties have requested to expend up to 85 percent of their total FY 2019 Operation Stonegarden allocations, award number EMW-2019-SS-00044, on operational overtime and related personnel costs:

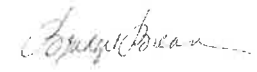
County	**FY 2019 OPSG Allocation**	**85 % P-Cap Maximum**
Clallam	$438,750.00	$372,937.50
The Confederated Tribes of the Colville Reservation	$54,008.18	$45,906.95
Ferry	$121,875.00	$103,593.75
Island	$198,301.35	$168,556.15
Jamestown S'Klallam Tribe	$73,125.00	$62,156.25
Makah Tribe	$70,217.55	$59,684.92
Nooksack Indian Tribe	$102,630.45	$87,235.88
Okanogan	$238,875.00	$203,043.75
Pend Oreille	$146,476.20	$124,504.77
Quileute Tribe	$73,125.00	$62,156.25
San Juan	$156,731.25	$133,221.56
Skagit *	$41,184.00	$35,006.40
Spokane	$146,493.75	$124,519.69
Stevens	$165,750.00	$140,887.50
Swinomish Indian Tribal Community	$88,481.25	$75,209.06
Whatcom	$400,725.00	$340,616.25

***Note – we acknowledge that Skagit County has withdrawn from the OPSG program and their funds will be reallocated to another subrecipient**

This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is therefore approved pursuant to the waiver authority provided by 6 U.S.C § 609(b)(2)(B).

As a reminder, if any subrecipient's approved or initial revised budget will exceed 85 percent in personnel costs, they are required to submit a waiver request as described in section III.C.3 of Information Bulletin 421b. Please contact your Preparedness Officer, George L. Mitchell, at george.mitchell@fema.dhs.gov if you have any questions.

Sincerely,



Bridget Bean
Assistant Administrator
Grant Programs Directorate

CC: Mike O'Hare, Regional Administrator, Region X
Patrick Marcham, Grants Division Director, Region X

Whatcom County Sheriff's Office
19OPSG Timeline

Date	Task
September 1, 2019	Grant Agreement Start Date
April 7, 2020	Operations Order approved by FEMA
January 1, 2021	Estimated date work will begin
NLT April 30, 2021	Submit Reimbursement Request
NLT July 31, 2021	Submit Reimbursement Request
NLT October 31, 2021	Submit Reimbursement Request
NLT January 31, 2022	Submit Reimbursement Request
NLT February 25, 2022	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
April 30, 2022	Grant Agreement End Date. All work ceases.
NLT June 15, 2022	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2019 - August 31, 2022

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Whatcom County		Doing business as (DBA) Whatcom County	
ADDRESS 311 Grand Avenue, Bellingham, WA 98225	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 600-358-208	Federal Employer Tax Identification #: 91-6001383
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: Satpal S. Sidhu, County Executive

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
Whatcom County	06/23/20
PROJECT DESCRIPTION FFY19 Operation Stonegarden Program (OPSG)	CONTRACT NUMBER E20-206

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Satpal S. Sidhu	County Executive

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Satpal S. Sidhu	County Executive
	Tyler Schroeder	Deputy Executive

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Bill Elfo	Sheriff
	Doug Chadwick	Undersheriff

\\NAC-1\VOL1\HOME\KARENB\....\WP\SIGNAUTH Revised 3/03

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.

2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.

3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-270

File ID:	AB2020-270	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/23/2020	**Entered by:**	DPierce@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Agreement		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: dpierce@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the U.S. Department of Justice in the amount of $10,000.

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Contract

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff

DATE: June 25, 2020

SUBJECT: Agreement with the U.S. Department of Justice
Organized Crime Drug Enforcement Task Forces (OCDETF)
OCDETF Investigation / Strategic Initiative

Enclosed for your review and signature are two (2) original agreements between Whatcom County and the U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF).

Background and Purpose
This agreement provides for reimbursement of overtime of Whatcom County Sheriff's Office Deputies engaged in Federal Organized Crime Drug Enforcement Task Force investigations.

Funding Amount and Source
$10,000 from the U.S. Department of Justice.

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns regarding the term of this agreement.

Thank you.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	35 Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	3520 Bureau of LE & Investigations/ 352070 Drug Task Force
Contract or Grant Administrator:	Undersheriff Doug Chadwick
Contractor's / Agency Name:	U.S. Department of Justice OCDETF

Is this a New Contract? Yes (●) No ( ) If not, is this an Amendment or Renewal to an Existing Contract? Yes ( ) No (●)
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ( ) No (●) If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions 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, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?
Yes ( ) No (●) If yes, RFP and Bid number(s): _____ Contract Cost Center: 1003520005

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $100,000.
- ☐ Contract work is for less than 120 days.
- ☒ Intergov 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):
$ 10,000

This Amendment Amount:
$

Total Amended Amount:
$ 10,000

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Agreement provides for reimbursement of Sheriff's Office overtime in connection with U.S. Department of Justice Organized Crime Drug Enforcement Task Force (OCDETF) investigation.

Term of Contract: 06/01/20	Expiration Date:

Contract Routing:

1. Prepared by:	Dawn Pierce DMP	Date: 06/25/20
2. Attorney signoff:	APPROVED VIA EMAIL BW/dp	Date: 6-25-20
3. AS Finance reviewed:	APPROVED VIA EMAIL BB/dp	Date: 6-25-20
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 04/11/19

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 060044641

Federal Tax Identification #: 91-6001383

DC#: **W-32-**

Amount Requested:
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.

$ 10,000.00

Number of Officers Listed: 6

From: June 1, 2020
Beginning Date of Agreement

To:
Ending Date of Agreement

State or Local Organization

Narcotics Supervisor: Chief Kevin Hester

Telephone Number: (360) 778-6634

E-mail Address: KHester@co.whatacom.wa.us

Sponsoring Federal Agency(ies):
DEA / FBI

OCDETF Investigation / Strategic Initiative Number:

Operation Name: Clumsy Cowboy

Federal Agency Investigations:
Number: 245C-SE-3217517

State or Local Organization Name:
Whatcom County Sheriff's Office

Address to receive OCDETF paperwork (no PO Boxes):

ATTN: Dawn Pierce

311 Grand Avenue

Bellingham, WA 98225

Sponsoring Federal Agency Group/Squad Supervisor:

Telephone Number:

E-mail Address:

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Dawn Pierce, Sr. Administrative Assistant

Telephone Number: (360) 778-6606

E-mail Address: DPierce@co.whatcom.wa.us

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2020 Agreement Initial Funding Form

FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: _____

Amount Requested: $ 10,000.00

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

☑ Surveillance ☑ Takedown ☐ Trial/Court ☐ Wire: ☐ Approved ☐ Pending ☐ Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
$ 70.20	144.00	$ 7,044.28

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Initial funding communicated via email from Mary Pereira, FBI.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2020.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: [signature] CHIEF DEPUTY 6-25-20
Authorized State or Local Official *Title* *Date*

KEVIN HESTER
Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

_____
Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office *Date*

WHATCOM COUNTY:
Recommended for Approval:

Bill Elfo, Sheriff — 06/25/20 Date

Approved as to form:

APPROVED VIA EMAIL BW/dp — 6-25-20 Date
Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: _____ _____ Date
Satpal Sidhu, 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 Bellingham.
My commission expires _____.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Whatcom County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Doug Burks	Sergeant	12/11/68
2.	Grant Assink	Deputy	3/29/84
3.	Jason Nyhus	Deputy	12/28/71
4.	Erik Strand	Deputy	5/12/80
5.	S. Austin Sstreubel	Deputy	2/22/79
6.	F. Michael Taddonio	Deputy	10/7/79
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME -

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged: CHIEF DEPUTY 6.25.20

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: _____
   Address: _____
   _____

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 18,649.00** from any Federal source this fiscal year.

Acknowledged: _____ CHIEF DEPUTY 6.25.20
Authorized State or Local Official *Title* *Date*
(Name and Signature)

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-271

File ID:	AB2020-271	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/23/2020	**Entered by:**	RKlein@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interagency Agreement amendment between Whatcom County Flood Control Zone District and Washington State Department of Health for support of the Pollution Identification and Correction (PIC) program in the amount of $447,732 for a total amended contract amount of $1,047,732

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This amendment provides additional funds to the Whatcom County Flood Control Zone District to extend the date of original agreement to further support the successful Whatcom County Pollution Identification and Correction (PIC) program. Activities include project management, program coordination, landowner contacts, technical and financial assistance, regulatory backstop, and community outreach and engagement

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Amendment

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

NATURAL RESOURCES
322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive for the Whatcom County Flood Control Zone District

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager

DATE: June 22, 2020

RE: Amendment to Interagency Agreement between Washington State Department of Health and Whatcom County Flood Control Zone District for Whatcom County Enhanced PIC Program

Please find enclosed for your review and signature two (2) originals of the interagency agreement amendment #GVL24435-1 between the State of Washington Department of Health and Whatcom County Flood Control Zone District to support implementation of the Pollution Identification and Correction (PIC) Program.

Requested Action
Public Works respectfully requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to sign the amendment to the interagency agreement to support the PIC Program.

Background and Purpose
This grant amendment extends the duration of the contract and provides additional funds to continue to support implementation of the Whatcom County PIC Program. Tasks include project development; project management and reporting; program coordination; pollution identification and correction; outreach and education; PIC training and workshops.

Funding Amount and Source
This grant amendment with the Washington State Department of Health provides an additional $447,732 for a total amended budget of $1,047,732 to complete tasks as outlined in the scope of work. Please contact Gary Stoyka at extension 6218 or Erika Douglas at 6294 if you have any questions or concerns regarding the terms of this amendment.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201909008-1

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	Natural Resources- PIC Program (950530)
Contract or Grant Administrator:	Erika Douglas
Contractor's / Agency Name:	Washington State Department of Health

Is this a New Contract? Yes ☐ No X
If not, is this an Amendment or Renewal to an Existing Contract? Yes X No ☐
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201909008

Does contract require Council Approval? Yes X No ☐ If No, include WCC:
Already approved? Council Approved Date:
(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes X No ☐ If yes, grantor agency contract number(s): GVL24435-1 CFDA#: 66.123

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

Is this contract the result of a RFP or Bid process?
Yes ☐ No X If yes, RFP and Bid number(s):
Contract Cost Center: 813002

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

If YES, indicate exclusion(s) below:
☐ Professional services agreement for certified/licensed professional.
☐ Contract work is for less than $100,000.
☐ Contract work is for less than 120 days.
X 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):
$ 600,000
This Amendment Amount:
$ 447,732
Total Amended Amount:
$ 1,047,732

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This amendment provides additional funds to the Whatcom County Flood Control Zone District to extend the date of original agreement to further support the successful Whatcom County Pollution Identification and Correction (PIC) program. Activities include project management, program coordination, landowner contacts, technical and financial assistance, regulatory backstop, and community outreach and engagement.

Term of Contract: 7/1/19-10/30/22 Expiration Date: September 30, 2022

Contract Routing:

1. Prepared by:	ED	Date: 6/22/20
2. Attorney signoff:	Christopher Quinn	Date: 6/22/2020
3. AS Finance reviewed:	M Caldwell	Date: 6/22/2020
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Washington State Department of Health

CONTRACT AMENDMENT

1. NAME OF CONTRACTOR **Whatcom County Public Works**	2. **DOH CONTRACT NUMBER GVL24435** **WHATCOM CO. CONTRACT NUMBER 201909008**
1a. ADDRESS OF CONTRACTOR (STREET) **322 North Commercial Street, Suite 110**	2a. AMENDMENT NUMBER **1**
1b. CITY, STATE, ZIP CODE **Bellingham, WA 98225**	

3. ☒ **THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS.**
The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.

4. ☐ **THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS.**
The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.

5. **DESCRIPTION OF AMENDMENT:** The purpose of this amendment is to add $447,732 ($3,800 rollover from 2017 Near Term Action) in funding and to extend the end date of the contract to September 30, 2022 to support further Pollution Identification and Correction activities. Special focus will be placed on Portage Bay and other shellfish growing areas, and transboundary coordination, as well as supporting farm plans and associated implementation of BMPs and efficacy on existing BMPs. The original award partially funded the proposal ($600,000 of $3,230,000 estimated Near Term Action budget) in 2018. The additional funding comes with updated federal terms and conditions.

5a. **Statement of Work:** **Exhibit A** is revised in accordance with **Exhibit A-1,** attached hereto and incorporated herein.

5b. **Consideration:** This amendment **increases** the **Contract Consideration** by **$447,732**; therefore, the revised maximum consideration of this contract and all amendments shall not exceed **$1,047,732.**

Source of Funds for this Amendment: (FED) $447,732; (ST) $0; (Other) $0; **Total: $447,732**
Contractor agrees to comply with applicable rules and regulations associated with these funds.

5c. **Period of Performance:** is **extended**, through **September 30, 2022.**

5d. **The Effective Date of this Amendment:** is **July 01, 2019.**

6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.

7. ☐ This is a unilateral amendment. Signature of contractor is not required below.
☒ Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.

8. ~~CONTRACTOR SIGNATURE~~ SEE ATTACHED WHATCOM COUNTY SIGNATURE PAGE (1a)	DATE
9. DOH CONTRACTING OFFICER SIGNATURE	DATE

This document has been approved as to form only by the Assistant Attorney General.

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

6/24/20
Jon Hutchings, Public Works Director Date

Approved as to form:

APPROVED VIA EMAIL - CHRISTOPHER QUINN/ROBIN KLEIN 4/24/2020
Christopher Quinn Date
Civil Deputy Prosecuting Attorney

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

EXHIBIT A-1
SUB RECIPIENT STATEMENT OF WORK
DOH CONTRACT GVL24435-1
WHATCOM COUNTY PUBLIC WORKS
JULY 01, 2019 through SEPTEMBER 30, 2022

Shellfish Strategic Initiative

Whatcom County

Enhanced Pollution Identification and Correction Program

Contract number: GVL24435-1
Subrecipient Organization: Whatcom County
Subrecipient Contact: Erika Douglas EDouglas@co.whatcom.wa.us 360.778.6294
DUNS #: 06-004-4641
CPAR Info (Statewide Vendor #, UBI, Federal Tax ID, etc.): SWV00024552; 600358208; 91-6001383
DOH Contract Manager: Megan Schell megan.schell@doh.wa.gov 360.236.3307
Federally Approved Indirect Rate: N/A
Period of Performance: July 01, 2019 – September 30, 2022
Brief Project Description: The purpose of this agreement is to expand the successful Whatcom County Pollution Identification and Correction (PIC) program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts.
Not to exceed: $1,047,732
Near Term Action ID: 2018-0171

AMENDMENT PURPOSE

The purpose of this amendment is to add $447,732 ($3,800 rollover from 2017 Near Term Action) in funding and extend the end date of the contract to September 30, 2022 to support further Pollution Identification and Correction activities. Special focus will be placed on Portage Bay and other shellfish growing areas, and transboundary coordination, as well as supporting farm plans and associated implementation of BMPs and efficacy on existing BMPs. The original award partially funded the proposal ($600,000 of $3,230,000 estimated Near Term Action budget) in 2018. The additional funding comes with updated federal terms and conditions.

OVERVIEW

This project comprises Whatcom County's component of the Whatcom Clean Water Program (WCWP). The WCWP is a partnership of local, state, and federal agencies and tribes working together to reduce bacteria pollution affecting shellfish growing areas in Whatcom County. Through the expansion of the successful Whatcom County Pollution Identification and Correction (PIC) program, Whatcom County will cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue PIC program work in areas needing water quality improvement,

with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts. ~~The~~ Program goals include:

- Increase the number of months approved for shellfish harvest in Portage Bay;
- Upgrade additional shellfish beds in Drayton Harbor and Northern Chuckanut Bay;
- Meet water quality targets for fecal coliform in coastal creeks and tributaries;
- Maintain open shellfish growing areas in Lummi Bay and the recently upgraded areas in Drayton Harbor, Birch Bay, and Portage Bay.
- Improve water quality trends in Lummi Bay.

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key metrics and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Increase number of months Portage Bay is approved for shellfish harvest	Months	12 (currently 9)
Increase and maintain number of acres approved for shellfish harvest in Drayton Harbor	Acres	930 (as of October 22,2019 there are 1,575 acres open)
Increase access to safe recreational shellfish harvest in Whatcom County	Beach	~~12~~
Maintain approved shellfish growing areas in Lummi Bay, Drayton Harbor, Birch Bay, and Portage Bay.	Acres	8,109 (as of October 22, 2019 there are 8,874 acres)
Increase percent of routine monitoring stations meeting annual water quality targets	Stations	70% (59% in 2018)
Contact landowners with PIC program messaging to build community awareness and knowledge	Landowners	1,400

Complete farm plans to guide improved management practices	Farm Plans	160
Provide incentives for septic maintenance and small farm improvements	Rebates	225
Provide stewardship incentives/reminders at community events	Incentives	800
Distribute annual PIC newsletters to share progress and available assistance programs	Newsletters	5,000
Participate in community events (in person or virtual) to provide information about water quality patterns and PIC resources	Community Events	15

TASKS & DELIVERABLES

The following are the tasks, deliverables, and deadlines associated with this subaward:

TASK 1. Project Development

This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 1 will be ineligible for reimbursement under this subaward.

1.1 Project Spatial Data Coordinates

Provide relevant spatial data for their project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient's office may also be used when a specific project site is not available.

PROJECT LOCATION:

18a. Latitude	48.7548	**18b. Longitude**	-122.4777

1.2 Quality Assurance Project Plan (QAPP) Development

Sub-recipient will submit a Quality Assurance Project Plan Waiver form using after reviewing the Washington State Department of Ecology's NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees. If a QAPP is required, sub-recipients will work with Ecology's NEP Quality Coordinator -NEP QC to develop and approve the QAPP.

Work related to collecting or using environmental data may not begin until the QAPP waiver and QAPP are completed and approved. QAPP determination must be reassessed for each contract amendment.

1.3 Evaluation Plan (DOH template):

Complete short one page planning document describing your program's plans for evaluation including data collection methods. Following project, used to discuss what the outcome results tell you about the impact and success of your program activities.

1.4 Effectiveness Consultation:

The sub-recipient will contact and consult via telephone (30 minutes) with the Puget Sound Partnership (PSP) effectiveness team regarding project metrics being tracked. PSP effectiveness team will provide an analysis approach for the NTA, about a paragraph per project, and will provide results of the effectiveness analysis to the Shellfish Strategic Initiative Advisory Team. The Shellfish SI grant program representative will send an email to put the sub-recipient in contact with the PSP effectiveness team.

Number	Deliverable	Reimbursement	Completion date
1.1	Project Spatial Data	Reimbursement up to **$0** based on actual costs	July 15, 2019
1.2	QAPP Waiver Determination Form and QAPP (if required)		Draft due within 30 days of agreement and amendment(s) start date
1.3	Evaluation Plan Evaluation Report		Draft due within 60 days of agreement start date. Final Evaluation Report due at contract completion.
1.4	Effectiveness consultation		March 31, 2021

TASK 2. Project Management and Reporting

This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement.

Refer to and comply with all underlying federal terms and conditions.

2.0 INTERLOCAL AGREEMENTS

Complete interlocal agreement with Whatcom Conservation District (WCD). Complete amendment to interlocal agreement with the WCD.

2.1 PROJECT FACTSHEET

Create a project factsheet (using provided template) and submit in MS Word and PDF with first quarterly report.

2.2 QUARTERLY INVOICING AND PROGRESS REPORTS (DOH TEMPLATE)

The sub-recipient will email quarterly progress reports, deliverables and invoices with all applicable forms included with the A19-1A, to NEPinvoices@doh.wa.gov with the contract manager cc'd. Invoices must be submitted at least quarterly and but no more frequently than monthly. Invoices will be reviewed for consistency with progress. Local or County Health subrecipients will submit invoices through the Con-Con process, and will send progress reports and deliverables to the Contract Manager.

The reporting periods are synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the following schedule. Progress reports shall include, at a minimum:

- A description of the work completed in the last quarter, including total spending by the subrecipient and any partners and any completed deliverables.
- The status and completion date for the project activities and near-term deliverables.
- Description of any problem or circumstances affecting the completion date, scope of work, or costs.
- Evidence that you have satisfactorily completed all the reporting requirements (see below).

First Quarter Period:	January 1 – March 31	FEATS will serve as project summary
Second Quarter Period:	April 1 – June 30	Summary due by July 15
Third Quarter Period:	July 1 – September 30	FEATS will serve as project summary
Fourth Quarter Period:	October 1 – December 31	Summary due by January 15

Reporting requirements:

2.3 FEATS (TEMPLATE WILL BE PROVIDED)

Complete bi-annual FEATS (*Financial and Ecosystem Accounting Tracking System*) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned.

FEATs Reporting must be completed by:	April 10 October 10
Final FEATs report completed by:	Upon contract completion

2.4 Puget Sound Partnership Required NTA Reporting

NTA owners are required to report on the following:

- Implementation status of their actions on a semiannual basis
- Financial status of their actions on an annual basis

NTA reporting completed between:	Annually, spring and fall
NTA financial reporting completed between:	Annually, summer

2.5 Water Quality eXchange Data Reporting

WQX refers to an electronic data system for water quality monitoring data developed by EPA. If sub-recipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required.

Data for an entire calendar year (Jan. 1 – Dec. 31) should be submitted annually. To assist in tracking in WQX, name your project as follows: NEP_2018_(*insert organization name*); the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. Here is an entry verification sample for reference.-

WQX reporting completed by:	See FEATS schedule, Task 1.2.1
Final WQX entry completed by:	Upon contract completion

2.6 Women/Minority-Owned Business (MBE/WBE) Reports

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described in the underlying Terms and Conditions based upon the associated class deviation.

Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period.

EXHIBIT A-1
SUB RECIPIENT STATEMENT OF WORK
DOH CONTRACT GVL24435-1
WHATCOM COUNTY PUBLIC WORKS
JULY 01, 2019 through SEPTEMBER 30, 2022

1. Procurement Made By: (check box)			2. Business Enterprise: (check box)		3. $ Value of Procurement:	4. Date of Purchase MM/DD/YY	5. Type of Product or Services * (Enter Code)	6. Name/Address/Phone MBE/WBE Contractor or Vendor
Recipient	Subrecipient	Prime	Minority	Women				

*Type of product or service codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment

2.7 BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS)
Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. **NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.**

2.8 FINAL PROJECT REPORT (DOH TEMPLATE)
A brief final report (approximately 1-2 pages) will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).

Number	Deliverable	Reimbursement	Completion date
2.0	Complete interlocal agreement with Whatcom Conservation District (WCD). Complete amendment to the interlocal agreement with WCD	Reimbursement up to **$2,000** based on actual costs	Within 60 days of this award's execution
2.1	Project Fact Sheet Updated Project Fact Sheet (if needed)		July 15, 2019 July 15, 2020
2.2	Quarterly invoice and Project Summaries		July and January 15, annually
2.3	Semi-annual FEATS reports		April and October 15, annually

2.4	PSP Required NTA Reporting a) Implementation Status b) Financial Status		a) Annually, spring and fall and upon contract completion b) Annually, summer
2.5	WQX (if required)		Per FEATS schedule 1.2.1
2.6	MBE/WBE Reporting		October 15, annually, and upon contract completion
2.7	a) Broader Communications: Present at a regional conference. Salish Sea Conference. **Submit draft presentation materials to DOH for review** b) Submit photos		a) May 2020 b) Ongoing and upon contract completion
2.8	a) Draft Final Project Report b) Final Project Report and Updated Fact Sheet		a) Draft due 30 days prior to contract end date; b) Upon contract completion

TASK 3. Whatcom County Pollution Identification and Correction (PIC) Program

This project comprises Whatcom County's component of the Whatcom Clean Water Program (WCWP). The WCWP is a partnership of local, state, and federal agencies and tribes working together to reduce bacteria pollution affecting shellfish growing areas in Whatcom County. The goals of this program are to increase the number of months approved for shellfish harvest in Portage Bay; upgrade additional shellfish beds in Drayton Harbor and Northern Chuckanut Bay; meet water quality targets for fecal coliform in coastal creeks and tributaries; and maintain "Approved" status of shellfish growing areas in Lummi Bay and recently upgraded shellfish beds in Drayton Harbor, Birch Bay, and Portage Bay.

3.1 PIC PROGRAM COORDINATION: Whatcom PIC field staff meetings with Whatcom Clean Water Program (WCWP) project partners will be held bi-weekly to monthly, PIC Managers meetings will be held monthly, and WCWP Core Group meetings will be held quarterly or as needed to advance collaborative work in the PIC project areas. Partners will report on their work and coordinate water quality monitoring, landowner contacts, and community outreach messaging. County and Whatcom Conservation District (WCD) staff will coordinate with community groups within the project area and with Canadian partners in transboundary watersheds. A data coordinator will be housed at the WCD to manage the WCWP water quality database and online map of preliminary water quality data and provide other data support to WCWP partners, transboundary efforts, and community groups in the PIC areas.

3.2 POLLUTION IDENTIFICATION AND CORRECTION: Public Works and WCD staff will contact landowners in PIC areas, with a particular emphasis on fecal bacteria hot spots, to provide water quality information, offer technical and financial assistance programs to eliminate or mitigate fecal bacteria sources. Landowners with noted violations or discharges that do not respond to PIC outreach efforts will be referred to regulatory agencies to pursue compliance. All pollution identification data paid for by the grant will be shared with state or federal agencies upon request.

3.2.a Prioritize area or bacteria hot spots within the PIC areas. Characterize boundaries, drainage patterns, land uses, bacteria levels, and potential sources in priority drainages. Contact landowners in priority areas or hot spots to provide information about water quality patterns and provide technical assistance resources for potential bacteria sources. Contact landowners with non-dairy agricultural operations to offer technical assistance and financial incentives.

3.2.b Provide technical assistance for non-dairy agriculture. WCD will provide technical assistance for non-dairy agricultural operations through site assessments, development of farm plans, and on-going support to landowners implementing Best Management Practices (BMPS).

3.2.c Rebates and incentives for water quality stewardship. Provide septic maintenance rebates and small farm rebates to eligible landowners/operators with septics or agricultural operations in Whatcom County watersheds that discharge to marine waters. To be eligible for a septic rebate, a landowners/operators must attend a County Health septic workshop or complete the online training and associated quiz. To be eligible for a small farm rebate, a landowner/operator must attend a~~, or~~ WCD farm workshop, complete a WCD online training, or have ~~a~~ WCD staff. Provide stewardship incentives at community events, workshops, presentations, through a pledge program, and in the field (e.g. dog walking kits, magnets/stickers for dog waste campaign, sewage sludge gages, magnets with septic maintenance reminders, wildlife magnets/stickers, soil tests, manure storage tarps, etc.).

3.2.d Compliance. Whatcom County Planning and Development Services (PDS) staff will implement a tiered compliance strategy that includes education, permitting if required, farm plan monitoring, response to

complaints or agency referrals, technical assistance referrals for landowners, outreach through community events and newsletters, and enforcement.

3.2.e Transboundary Work. Whatcom County and WCD PIC staff will participate in transboundary technical work groups for data coordination and community outreach and engagement. In addition, PIC staff will work with Canadian colleagues via email, phone, and conference calls to coordinate monitoring dates, share data and follow up activities in response to elevated bacteria results, and share community outreach messaging and materials. A maximum of four technical work groups per year will require travel to lower British Columbia, Canada. All International Travel must be approved by the Office of International and Tribal Affairs (OITA) **BEFORE** travel occurs.

Monitoring, enforcement, and compliance related activities are **not allowable** north of the border using grant funds.

3.3 OUTREACH AND EDUCATION: Whatcom County will update the Whatcom PIC two-year education and outreach strategy with long-term outreach tasks and new focused social marketing campaigns for the 2019-2021 period and begin implementing tasks. Whatcom County Public Works will amend the outreach strategy for 2021. Materials and messaging created through the focused social marketing campaigns will be incorporated into long-term outreach tasks. Whatcom County will review. The outreach strategy on an annual basis and will adapt the strategy based upon feedback to outreach efforts and responses identified through evaluation tools.

Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

> **"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."**

3.3.1 Long-term outreach for water quality stewardship: Public Works staff will be dedicated to developing and implementing the PIC outreach strategy including coordination of WCWP outreach meetings, maintaining the water quality and PIC program webpages, developing and distributing outreach materials, coordinating social media posts, participating in community events, and developing/distributing PIC program advertising (e.g. newspapers, radio ads, bus ads, etc.). Translation services will be contracted for septic workshops and select outreach materials. Translation services (through headphones) will be provided at septic workshops and rebate materials will be translated into at least two languages to support community diversity needs. At least one PIC presentation will be provided to decision-makers and community members per year. Draft outreach

materials will be provided to DOH for a minimum one week review period. Materials will be batched when possible and sent to DOH for review as early as possible.

3.3.2 Focused stewardship campaign: Develop and implement an outreach campaign to address a specific bacteria source using social marketing techniques to encourage long-term behavior changes. Campaign will include pre-and post-project evaluations, development of messages that resonate with focus audiences, and outreach materials/graphics/advertisements that engage community members in behaviors that reduce bacteria pollution from specific source or activities. A pledge program will be developed and implemented to provide community engagement without direct contact (in response to COVID restrictions). Draft outreach materials will be provided to DOH for a minimum one week review. Materials will be batched when possible and sent to DOH for review as early as possible.

3.3.3 Farm series workshops: WCD will develop and host farm workshops and online learning experiences focusing on specific topics, geographic areas, or type of farm animals. These workshops (in person and virtual) will be developed and advertised using social marketing techniques to provide messages that resonate with values identified by landowners in previous focus groups and surveys as well as to address identified barriers. The workshops will provide technical assistance to landowners with farm animals to improve and protect water quality. Completion of a WCD farm workshop will provide landowners/operators with eligibility for small farm improvement rebates.

3.5 PIC TRAINING AND WORKSHOPS: Sponsor one North Sound Regional PIC workshop and/or other trainings/events to share information and resources around the region. This may be done in coordination with other PIC Program Coordinators. PIC staff will attend relevant PIC trainings/workshops. Virtual workshops will be considered in response to COVID restrictions.

Number	Deliverable	Reimbursement	Completion date
3.1	**PIC PROGRAM COORDINATION** Quarterly reports will provide a summary of program coordination activities and progress: • Hold monthly PIC Managers meetings • Attend bi-weekly to monthly Whatcom Clean Water Program (WCWP) project partners meetings	Reimbursement up to **$225,621** based on actual costs	Per Task 2.2 - 2.3 schedule

EXHIBIT A-1
SUB RECIPIENT STATEMENT OF WORK
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	• Attend WCWP Core Group meetings held quarterly or as needed • Manage data: WCWP water quality database, online map of preliminary water quality results, and provide data support for WCWP partners, transboundary efforts, and community groups.		
3.2	**POLLUTION IDENTIFICATION AND CORRECTION** a.1) Non-dairy/non-CAFO agriculture-related PIC program flowchart* *Prioritized by area or bacteria hot spots within the PIC program areas. Characterizing boundaries, drainage patterns, land uses, bacteria levels, and potential sources in priority drainages. a.2) Number of landowners contacted(target 500/year) b) Number of non-dairy agricultural landowners receiving technical assistance (new and continuing): • landowners receiving technical assistance and/or site assessments(target	Reimbursement up to **$563,986** based on actual costs	a.1) Updated as necessary to reflect program adaptations (final flow chart will be submitted with final report) a.2-d-~~e~~) Quarterly progress reports will summarize and quantify where appropriate the progress related to Deliverables listed in "b" through "d"

	100/year; 60/year farm plans completed • completed farm plans, and • BMPs by type, planned and implemented c) Provide Rebates and Incentives • septic rebates (target ~~100~~ 225), • small farm rebates (target 25), • stewardship incentives, e.g. dog walking, magnets, stickers, soil tests, tarps, septic sludge gages, etc. (Target ~~600~~ 800) d) Report on: • farm plans monitored, • letters sent (outreach and technical assistance, • compliance actions (NOVs, penalties), • status of referrals, and status of compliance outreach.(Target 90% compliance referrals and ERTS resolved) e) Pre-approval request for international travel (up to 4 trips/year).		e) At least 30 days BEFORE first international travel date. Ongoing

EXHIBIT A-1
SUB RECIPIENT STATEMENT OF WORK
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	Copies of transboundary meeting agendas and notes.		
3.3.1	Education and Outreach: a) Two year education and outreach plan and implementation methodology. Outreach plan amendment for 2021. Include summary of implemented outreach tasks in quarterly progress reports. b) Conduct at least four (4) presentations to local groups and organizations, and participate in at least fifteen 15) community events (possibly online or remotely). c) Develop and implement educational and marketing tools. These will include newsletters, social media posts, and ads (newspaper, radio, bus, etc.).	Reimbursement up to **$256,625** based on actual costs	a) September 1, 2019 November 1, 2020 Per Task 2 Schedule b) 50% by October 1, 2020. All presentations and events completed: March 1, 2022 c) Draft provided to DOH for a one week review Final materials due as completed and at least quarterly
3.3.2	Develop and implement focused social marketing campaign for targeted fecal bacteria sources. This will include: a) Pre-evaluation		a) March 1, 2020 b) April 30, 2020

EXHIBIT A-1
SUB RECIPIENT STATEMENT OF WORK
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	b) Develop and implement focused educational and marketing tools (message graphics). These will include newsletters, social media posts, and ads (newspaper, radio, bus, etc.). A pledge program will be developed and implemented to support community engagement in the campaign. c) Contact 1,000 community members annually d) Outreach campaign final evaluation report with success and challenges.		Drafts provided to DOH for a one week review. Final materials due as completed c) February 28, 2022 d) March 31, 2022
3.3.3	a) Host ten (10) farm series workshops (in person and virtual). b) Workshop advertisements		a) 50% by October 1, 2020 All workshops completed: March 1, 2022 b) Draft provided to DOH for a one week review Final materials due as completed
3.5	**PIC TRAINING AND WORKSHOPS** a) Coordinate one North Sound PIC Workshop or other training. b) Attend PIC relevant trainings/workshops.	Reimbursement up to **$1,500** based on actual costs	Quarterly progress reports will provide a summary of PIC workshops and staff training.

EXHIBIT A-1
SUB RECIPIENT STATEMENT OF WORK
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Budget

Category	Amount
Personnel/Salaries	$254,745
Fringe Benefits	$188,505
Travel	$2,000
Equipment (federal definition – anything over $5,000)	$0
Supplies (display materials, community incentives)	$3,000
Contracts (name, amount, purpose for each; excludes subawards – see below) • Translation services	$5,000
Other • Subawards ($530,182) ○ Whatcom Conservation District (Technical Assistance for Non-Dairy Agriculture, Data Coordination, Farm Series Workshops, Staff Training) • Staff training ($1,500) • Rebates ($48,800) • Printing and mailing ($6,000) • Advertising ($10,000)	$596,482
Total Direct Charges	$1,047,732
Indirect Charges (federally approved rate %)	$0
TOTAL – Not to Exceed	$1,047,732

EPA General Terms/Administrative Conditions

A. General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The sub-recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at https://www.epa.gov/grants/grant-terms-and-conditions.

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the sub-recipient must submit a written request to the DOH Contract Manager prior to the budget/project period expiration dates. The written request must include: a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the sub-recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantages Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The sub-recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the sub-recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Sub-recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Sub-recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the sub-recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, sub-recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

The sub-recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/grants/epa-grantee-forms.

Annual reports are due by October 15 of each year. Final reports are due by October 30 or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

See EPA Office of Small and Disadvantaged Business Utilization's Home Page at https://www.epa.gov/resources-small-businesses.

D. Contingent Funding

EPA is partially funding this agreement. There is no guarantee of funding beyond the first year. The Total Approved Assistance Amount identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If DOH informs the sub-recipient that the Total Approved Assistance Amount of the grant funding this agreement will be reduced, the sub-recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

D. Indirect Costs for Local Governments & Interstate Agencies (also listed in General Terms and Conditions)

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the sub-recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal and/or cost allocation plan in accordance with 2 CFR 200 Appendix V.

The local government sub-recipient whose cognizant federal agency has been designated by the Office of Management and Budget (OMB) must develop and submit its indirect cost rate proposal to its cognizant agency within six (6) months after the close of the governmental unit's fiscal year. If the cognizant federal agency has not been identified by the OMB, the local government sub-recipient must still develop (and when required, submit) its proposal within that period.

The interstate agency sub-recipient must send its proposal to its cognizant federal agency within six (6) months after the end of its fiscal year. If EPA is the cognizant federal agency of either the interstate agency or the local government, the sub-recipient must send its indirect cost rate proposal within six (6) months after the end of its fiscal year to:

Regular Mail
Office of Grants and Debarment
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3903R Washington, DC 20460
Attn: OGD Indirect Cost Rate Proposal Control Desk

Mail Courier (e.g. FedEx, UPS, etc.)
Office of Grants and Debarment
U.S. Environmental Protection Agency 1300 Pennsylvania Avenue, NW, 5th floor Washington, DC 20004
Attn: OGD Indirect Cost Rate Proposal Control Desk

Electronic submissions of proposals may be mailed to OGD_IndirectCost@epa.gov.

The sub-recipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

E. Consultant Cap (also listed in General Terms and Conditions)

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by sub-recipients or by a sub-recipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/
This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the sub-recipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions

A. Semi-Annual Performance Reports

The sub-recipient shall submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. The reporting periods are October 1- March 31 and April 1 - September 30 of each calendar year. Reports shall be submitted to the DOH Contract Manager on the FEATS form provided by the Contract Manager and shall be provided by electronic mail. In accordance with 2 CFR 200.328, as appropriate, the sub-recipient agrees to submit performance reports that include brief information on each of the following areas:

1. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

2. the reasons why established outputs/outcomes were not met, if appropriate;

3. additional pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the sub-recipient shall immediately notify the DOH Contracts Manager of developments that have a significant impact on the award-supported activities. As appropriate, the sub-recipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

B. Final Performance Report

The sub- recipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

C. Program Income – Addition
If program income is generated, the sub-recipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the sub-recipient and shall be added to funds committed to the project by DOH and the sub-recipient, and shall be used to further eligible project objectives.

D. Recognition of EPA Funding
Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

E. Peer Review
The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

F. Competency of Organizations Generating and/or Using Environmental Measurement Data
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, sub-recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the DOH Contract Manager for this award.

Sub-recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Sub-recipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Donald M. Brown at (206) 553-0717 or email: brown.donaldM@epa.gov.

G. Water Quality Exchange (WQX) Requirement

Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan (QAPP) as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the EPA's Water Quality Exchange (WQX) database using either WQX or WQX web. There are two options for submitting data using WQX. You can choose a standard web-based application (WQX Web) that uses Microsoft Excel spreadsheets or you can choose to create a custom submission application using WQX XML schema through Exchange Network Nodes or Node Clients. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX structure. WQX web is a web based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. Water quality data appropriate for WQX include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. More information about WQX and WQX web, including tutorials, can be found at http://www.epa.gov/storet/wqx/

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in WQX or some other database). Sub-recipients are encouraged to develop a cross-walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

H. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Sub-recipients shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, sub-recipients also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the sub-recipient must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

I. International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) **BEFORE** travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager listed in this agreement.

J. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

K. Lobbying and Litigation – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All Sub-recipients.

i. The chief executive officer of this sub-recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The sub-recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The sub-recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The sub-recipient shall include the language of this provision in award documents for all subawards, and require that sub-recipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any sub-recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a sub-recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the sub-recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section

501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

L. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the DOH Contracts Manager within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contracts Manager, in concert with the in concert with the Ecology Quality Assurance Coordinator (QC), has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: http://www.epa.gov/ogd/grants/assurance.htm.

Instructions to Submit Quality Assurance Documents for Review:

Sub-recipients shall refer to Washington State Department of Ecology's NEP Quality Assurance website at: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees for guidance and templates.

1. First, contact the DOH Contract Manager as soon as a final agreement or contract statement of work is in place, to find out if a QAPP will be required for your project.
2. Then, if a QAPP is required, the sub-recipient will develop and submit a "publish ready" QAPP to the DOH Contract Manager for DOH review and approval.
3. After DOH has approved the content, the DOH Contract Manager will forward the QAPP to the Ecology QC for review and approval.
4. Finally, the sub-recipient will route the QAPP Approval page for all remaining signatures (project partners and laboratory managers) and submit the fully executed approval page to the DOH Contract Manager.

Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved.

M. ULO Stretch Goal:

Sub-recipient should manage their project and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to sub-recipient.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to this subaward:

Stretch Goal: All funds should be spent by 2 ½ years from contract start date. Funds Awarded in this agreement should all be spent by March 2022.

Sub-recipients are to apply these "stretch" goals throughout the life of the agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

N. Animal Subjects – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.
Sub-recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Sub-recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at: http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm. For additional information about the Principles, the recipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: http://www.nap.edu/readingroom/books/labrats/.

O. Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the sub-recipient acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee/sub-recipient by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

P. Light Refreshments and/or Meals – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):
Unless the event(s) and all of its components are described in the approved contract, the sub-recipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The sub-recipient must send requests for approval to the DOH Contract Manager and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and,
(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for sub-recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Sub-recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the sub-recipient's DOH Contract Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the sub-recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

Q. State Grant Cybersecurity– PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

(a) The sub-recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the sub-recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the sub-recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the sub-recipient agrees to contact the EPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements

as appropriate. This condition does not apply to manual entry of data by the sub-recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

This table includes only active funding sources.

Federal Grant Information Sheet								
Subrecipient/Contractor:	Whatcom County Public Works		**DOH Contract Manager:**			**Contact Information:**		
Contract Number:	GVL24435-1		Megan Schell			dohcon.mgmt@doh.wa.gov		
DUNS Number:	0600449641		**Approved Indirect Rate:**	NA				
	Start Date:	**End Date:**	**Limiting Indirect Cost Rate:**	NA		**Research and Development? (If YES, check box)** ☐		
Period of Performance:	July 1, 2019	September 30, 2022						
Project Description:	**The purpose of this amendment is to add $447,732 in funding and extend the end date of the contract to September 30, 2022 to support further Pollution Identification and Correction activities. Special focus will be place on Portage Bay and other shellfish growing areas, and transboundary coordination, as well as supporting farm plans and associated implementation of BMPs and efficacy on existing BMPs. The original award partially funded the proposal ($600,000 of $3,230,000 estimated Near Term Action budget) in 2018. The additional funding comes with updated federal terms and conditions.**							

Federal Award Identification Number	Federal Award Date	Federal Agency Name	Total Amount of the Federal Award to DOH	CFDA #	CFDA Program Title	Name of Pass-Through Agency	Amount of Federal Funds Obligated by This Action	Total Amount of Federal Funds Obligated for This Funding Source
PC-01J18001-4 PC-01J18001-5	07/25/18 - 08/15/19	United States Environmental Protection Agency	$17,600,000	66.123	Puget Sound Action Agenda: Technical Ivestigations and Implementation Assistance Program	Washington State Department of Heatlh	$447,732	$1,047,732

Certifications and Assurances – all requirements imposed on the subrecipient by the federal awarding agency: The contract boilerplate covers all standard certifications and assurances.

Are there any additional requirements imposed by the pass through entity (DOH) to meet its own responsibilities to the awarding agency? Yes ☒ No ☐ If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the "Statement of Work" section of the contract.

All subrecipients are required to make their accounting records available and accessible to the awarding agency: This requirement can be found in the "Records Maintenance" section of the contract.

Closeout Requirements:

(1) Submit all final billings within 60 days of the end of the contract (This is required per standard contract language.)

(2) Submit all required program reports and deliverables within 60 days (This is required per standard contract language.)

(3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements.)

(4) Additional DOH program specific contract closeout requirements (If applicable, see statement of work for additional closeout requirements.)

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-273

File ID:	AB2020-273	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/25/2020	**Entered by:**	SMock@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Bid Award		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us <mailto:sdraper@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to award bid #20-33 and enter into a contract between Whatcom County and Boss Construction, Inc. for the Swift Creek Channel Excavation and Oat Coles North Repository Development project in the amount of $644,554.61

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This Construction Contract provides for excavating accumulated Swift Creek sediment downstream of Goodwin Road Bridge for stream flow conveyance. Sediments contain naturally occurring asbestos and will be stockpiled at the Oat Coles North repository located on site

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Contract

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive and the Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer JPK
James Lee, P.E., Engineering Manager JEL

Date: June 26, 2020

Re: Swift Creek Channel Excavation and Oat Coles North Repository Development
Bid No. 20-33
Construction Contract for Award

Attached for your review and signature is the standard construction contract award package for the Swift Creek Channel Excavation and Oat Coles North Repository Development project. This package consists of the approval for contract award, bid tabulation and low bid proposal.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to approve award of this contract to Boss Construction, Inc. by executing the attached Approval for Contract Award. Upon receipt of the signed form, Public Works will submit the contract to the County Executive for execution.

Background and Purpose
Bid proposals were opened at 2:30 p.m. on June 23, 2020. A total of eight (8) responsive bids were received, with **Boss Construction** being the lowest responsible bidder in the amount of $644,554.61.

This Construction Contract provides for excavating accumulated Swift Creek sediment downstream of the Goodwin Rd. Bridge for stream flow conveyance. Sediments contain naturally occurring asbestos and will be stockpiled at the Oat Coles North repository located on site. Per the grant agreement with the Department of Ecology (WCC#201810012), dredging the creek is considered annual maintenance and will be funded with local funds, and development of the repository is capital work and will be funded with grant funds. The separate pay schedules in the contract reflect this division of funding sources.

This agenda item and associated project is considered essential to provide Swift Creek flood control.

Funding Amount and Source
Pay schedules A and C of the low bid total $234,673.17 and will be funded through the Swift Creek Fund 128200; this expenditure requires Council approval. Pay schedule B of the low bid totals $409,881.44 and will be funded by the Department of Ecology grant through the approved Project Based Budget No. 384100. There is sufficient budget authority for this multi-year project expenditure in both of the referenced funds. Please contact Christina Schoenfelder at extension 6274 if you have any questions or concerns regarding this contract.

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

Sara Winger Digitally signed by Sara Winger Date: 2020.06.25 14:18:29 -07'00'
Sara Winger, Purchasing Coordinator

6/25/20
Date

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6201

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: Swift Creek Channel Excavation and Oat Coles North Repository Development
Work Order Numbers 21063 and 21055

To: Boss Construction, Inc.

In the amount of their bid proposal $644,554.61 including all taxes.

_____ _____
Whatcom County Executive — Date
Approving Authority

Approved by Email - Chris Quinn — 6/25/2020
Christopher Quinn — Date
Senior Civil Deputy Prosecuting Attorney

Bid Tabulation
*Bold numbers indicate corrections

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT. WORK ORDERS 21055, 21063

Bid Opening June 23, 2020
Bid No. 20-33

ITEM NO.	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE		Boss Construction		P & P Excavating		Snider Construction		Trimaxx Construction		Granite Construction		Oceanside Construction		Premium Services		Williamson Construction	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Schedule A - 2020 Maintenance Channel Excavation, Work Order No. 21055																					
A1	MOBILIZATION	1	LUMP SUM	$17,290.00	$17,290.00	$ 6,190.00	$ 6,190.00	$ 7,000.00	$ 7,000.00	$ 32,000.00	$ 32,000.00	$ 15,000.00	$ 15,000.00	$ 18,000.00	$ 18,000.00	$ 35,000.00	$ 35,000.00	$ 45,000.00	$ 45,000.00	$ 26,000.00	$ 26,000.00
A2	EROSION/WATER POLLUTION CONTROL	EST	DOL	$10,000.00	$10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
A3	ESC LEAD	14	DAY	$200.00	$2,800.00	$ 216.00	$ 3,024.00	$ 65.00	$ 910.00	$ 100.00	$ 1,400.00	$ 50.00	$ 700.00	$ 25.00	$ 350.00	$ 25.00	$ 350.00	$ 50.00	$ 700.00	$ 150.00	$ 2,100.00
A4	SPCC PLAN	1	LUMP SUM	$750.00	$750.00	$ 3,240.00	$ 3,240.00	$ 575.00	$ 575.00	$ 400.00	$ 400.00	$ 300.00	$ 300.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
A5	TEMPORARY TRAFFIC CONTROL	1	LUMP SUM	$2,500.00	$2,500.00	$ 2,480.00	$ 2,480.00	$ 750.00	$ 750.00	$ 600.00	$ 600.00	$ 1,200.00	$ 1,200.00	$ 3,500.00	$ 3,500.00	$ 730.00	$ 730.00	$ 1,750.00	$ 1,750.00	$ 1,500.00	$ 1,500.00
A6	NOA HEALTH AND SAFETY PROGRAM	1	LUMP SUM	$3,458.00	$3,458.00	$ 1,080.00	$ 1,080.00	$ 1,150.00	$ 1,150.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 20,550.00	$ 20,550.00	$ 1,000.00	$ 1,000.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00
A7	FUGITIVE DUST PREVENTION AND CONTROL PLAN	1	LUMP SUM	$3,000.00	$3,000.00	$ 1,080.00	$ 1,080.00	$ 575.00	$ 575.00	$ 400.00	$ 400.00	$ 600.00	$ 600.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 3,800.00	$ 3,800.00	$ 3,500.00	$ 3,500.00
A8	PERIMETER AIR MONITORING	15	DAY	$103.30	$1,549.50	$ 192.24	$ 2,883.60	$ 150.00	$ 2,250.00	$ 500.00	$ 7,500.00	$ 500.00	$ 7,500.00	$ 243.00	$ 3,645.00	$ 100.00	$ 1,500.00	$ 500.00	$ 7,500.00	$ 1,000.00	$ 15,000.00
A9	UNANTICIPATED SITE IMPROVEMENTS	EST	DOL	$7,500.00	$7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00
A10	WATERING	45.0	MGAL	$186.79	$8,405.55	$ 217.44	$ 9,784.80	$ 110.00	$ 4,950.00	$ 45.00	$ 2,025.00	$ 10.00	$ 450.00	$ 76.00	$ 3,420.00	$ 100.00	$ 4,500.00	$ 105.00	$ 4,725.00	$ 350.00	$ 15,750.00
A11	LIGNIN	29	TON	$224.07	$6,498.03	$ 184.49	$ 5,350.21	$ 205.00	$ 5,945.00	$ 275.00	$ 7,975.00	$ 170.00	$ 4,930.00	$ 240.00	$ 6,960.00	$ 230.00	$ 6,670.00	$ 210.00	$ 6,090.00	$ 350.00	$ 10,150.00
A12	CHANNEL EXCAVATION INCL. HAUL	10,000	CUBIC YARD	$15.00	$150,000.00	$ 6.08	$ 60,800.00	$ 9.95	$ 99,500.00	$ 6.50	$ 65,000.00	$ 7.00	$ 70,000.00	$ 10.75	$ 107,500.00	$ 14.00	$ 140,000.00	$ 11.00	$ 110,000.00	$ 4.90	$ 49,000.00
A13	TEMPORARY STREAM CROSSING	1	LUMP SUM	$8,000	$8,000.00	$ 5,778.00	$ 5,778.00	$ 3,000.00	$ 3,000.00	$ 13,500.00	$ 13,500.00	$ 4,000.00	$ 4,000.00	$ 5,400.00	$ 5,400.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
	Schedule A Subtotal (Bid Items A1-A13)				$221,751.08		$ 119,196.61		$ 144,105.00		$ 151,800.00		$ 125,180.00		$ 192,825.00		$ 213,750.00		$ 207,065.00		$ 132,000.00
	WS Sales Tax (8.50%)				$18,848.84		$ 10,131.20		$ 12,248.93		$ 12,903.00		$ 10,640.30		$ 16,390.13		$ 18,168.75		$ 17,600.53		$ 12,920.00
	SCHEDULE A TOTAL (Schedule A Subtotal Inlc Tax)				$240,599.92		$ 129,327.81		$ 156,353.93		$ 164,703.00		$ 135,820.30		$ 209,215.13		$ 231,918.75		$ 224,665.53		$ 164,920.00
Schedule B - Capital Repository and Mitigation Site Development, Work Order No. 21063																					
B1	MOBILIZATION	1	LUMP SUM	$29,039.00	$29,039.00	$ 47,629.00	$ 47,629.00	$ 45,150.00	$ 45,150.00	$ 32,000.00	$ 32,000.00	$ 10,000.00	$ 10,000.00	$ 49,900.00	$ 49,900.00	$ 36,000.00	$ 36,000.00	$ 6,500.00	$ 6,500.00	$ 47,000.00	$ 47,000.00
B2	EROSION/WATER POLLUTION CONTROL	EST	DOL	$4,500.00	$4,500.00	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00
B3	ESC LEAD	14	DAY	$200.00	$2,800.00	$ 216.00	$ 3,024.00	$ 65.00	$ 910.00	$ 100.00	$ 1,400.00	$ 50.00	$ 700.00	$ 25.00	$ 350.00	$ 25.00	$ 350.00	$ 50.00	$ 700.00	$ 80.00	$ 1,120.00
B4	SPCC PLAN	1	LUMP SUM	$750.00	$750.00	$ 3,780.00	$ 3,780.00	$ 250.00	$ 250.00	$ 400.00	$ 400.00	$ 150.00	$ 150.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
B5	TEMPORARY TRAFFIC CONTROL	1	LUMP SUM	$2,500.00	$2,500.00	$ 2,246.00	$ 2,246.00	$ 250.00	$ 250.00	$ 100.00	$ 100.00	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00	$ 1,750.00	$ 1,750.00	$ 500.00	$ 500.00
B6	NOA HEALTH AND SAFETY PROGRAM	1	LUMP SUM	$4,356.00	$4,356.00	$ 3,780.00	$ 3,780.00	$ 500.00	$ 500.00	$ 1,800.00	$ 1,800.00	$ 1,500.00	$ 1,500.00	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00
B7	FUGITIVE DUST PREVENTION AND CONTROL PLAN	1	LUMP SUM	$3,000.00	$3,000.00	$ 3,780.00	$ 3,780.00	$ 250.00	$ 250.00	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 3,800.00	$ 3,800.00	$ 5,000.00	$ 5,000.00
B8	PERIMETER AIR MONITORING	15	DAY	$103.30	$1,549.50	$ 192.24	$ 2,883.60	$ 150.00	$ 2,250.00	$ 500.00	$ 7,500.00	$ 200.00	$ 3,000.00	$ 243.00	$ 3,645.00	$ 100.00	$ 1,500.00	$ 500.00	$ 7,500.00	$ 1,500.00	$ 22,500.00
B9	UNANTICIPATED SITE IMPROVEMENTS	EST	DOL	$5,000.00	$5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
B10	MOWING	18,368	SQUARE YARD	$0.20	$3,673.60	$ 0.21	$ 3,857.28	$ 0.20	$ 3,673.60	$ 0.12	$ 2,204.16	$ 0.25	$ 4,592.00	$ 0.32	$ 5,877.76	$ 0.15	$ 2,755.20	$ 0.25	$ 4,592.00	$ 0.50	$ 9,184.00
B11	ELEVATED CONSTRUCTION ENTRANCE	1	LUMP SUM	$1,900.00	$1,900.00	$ 4,659.00	$ 4,659.00	$ 3,750.00	$ 3,750.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 9,450.00	$ 9,450.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00
B12	SWIFT CREEK HAUL ROAD	1	LUMP SUM	$22,487.50	$22,487.50	$ 10,975.00	$ 10,975.00	$ 10,200.00	$ 10,200.00	$ 18,000.00	$ 18,000.00	$ 15,000.00	$ 15,000.00	$ 34,250.00	$ 34,250.00	$ 8,400.00	$ 8,400.00	$ 22,000.00	$ 22,000.00	$ 8,500.00	$ 8,500.00
B13	SALVAGE FIELD ROAD SPALLS	100	CUBIC YARD	$4.00	$400.00	$ 17.44	$ 1,744.00	$ 12.00	$ 1,200.00	$ 12.00	$ 1,200.00	$ 15.00	$ 1,500.00	$ 28.00	$ 2,800.00	$ 3.00	$ 300.00	$ 16.00	$ 1,600.00	$ 20.00	$ 2,000.00
B14	ROADWAY SURVEYING	1	LUMP SUM	$5,000.00	$5,000.00	$ 9,590.00	$ 9,590.00	$ 8,250.00	$ 8,250.00	$ 2,600.00	$ 2,600.00	$ 9,000.00	$ 9,000.00	$ 10,100.00	$ 10,100.00	$ 10,000.00	$ 10,000.00	$ 8,500.00	$ 8,500.00	$ 2,000.00	$ 2,000.00
B15	SHAPING AND CAPPING OF SEDIMENT STOCKPILES	8,152	SQUARE YARD	$3.29	$26,820.08	$ 0.57	$ 4,646.64	$ 0.95	$ 7,744.40	$ 2.85	$ 23,233.20	$ 2.80	$ 22,825.60	$ 1.30	$ 10,597.60	$ 3.00	$ 24,456.00	$ 3.00	$ 24,456.00	$ 2.50	$ 20,380.00
B16	WATERING	48	MGAL	$172.90	$8,299.20	$ 204.93	$ 9,836.64	$ 110.00	$ 5,280.00	$ 45.00	$ 2,160.00	$ 10.00	$ 480.00	$ 76.00	$ 3,648.00	$ 100.00	$ 4,800.00	$ 105.00	$ 5,040.00	$ 350.00	$ 16,800.00
B17	WETLAND EXCAVATION AND GRADING	6,400	CUBIC YARD	$3.00	$19,200.00	$ 3.53	$ 22,592.00	$ 3.85	$ 24,640.00	$ 5.00	$ 32,000.00	$ 7.00	$ 44,800.00	$ 5.75	$ 36,800.00	$ 18.00	$ 115,200.00	$ 5.00	$ 32,000.00	$ 7.00	$ 44,800.00
B18	STOCKPILING OF EXCESS WETLAND SOIL	3,567	CUBIC YARD	$2.50	$8,917.50	$ 3.33	$ 11,878.11	$ 8.15	$ 29,071.05	$ 6.00	$ 21,402.00	$ 13.50	$ 48,154.50	$ 7.00	$ 24,969.00	$ 4.00	$ 14,268.00	$ 10.00	$ 35,670.00	$ 4.00	$ 14,268.00
B19	WETLAND TOPSOIL AND COMPOST EMBANKMENT	8,449	SQUARE YARD	$3.06	$25,853.94	$ 1.41	$ 11,913.09	$ 4.05	$ 34,218.45	$ 9.00	$ 76,041.00	$ 8.00	$ 67,592.00	$ 6.00	$ 50,694.00	$ 10.00	$ 84,490.00	$ 10.00	$ 84,490.00	$ 8.00	$ 67,592.00

Bid Tabulation

*Bold numbers indicate corrections

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT, WORK ORDERS 21055, 21063

Bid Opening June 23, 2026

Bid No. 20-33

ITEM NO.	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE		Boss Construction		P & P Excavating		Strider Construction		Trimaxx Construction		Granite Construction		Oceanside Construction		Premium Services		Williamson Construction	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
B20	CRUSHED SURFACING BASE COURSE	250	TON	$45.00	$11,250.00	$ 21.65	$ 5,412.50	$ 22.85	$ 5,712.50	$ 35.00	$ 8,750.00	$ 30.00	$ 7,500.00	$ 42.00	$ 10,500.00	$ 30.00	$ 7,500.00	$ 40.00	$ 10,000.00	$ 27.00	$ 6,750.00
B21	PERMEABLE BALLAST	330	TON	$50.00	$16,500.00	$ 24.23	***$ 7,995.90***	$ 28.00	$ 9,240.00	$ 41.00	$ 13,530.00	$ 36.00	$ 11,880.00	$ 47.00	$ 15,510.00	$ 34.00	$ 11,220.00	$ 45.00	$ 14,850.00	$ 35.00	$ 11,550.00
B22	CORRUGATED POLYETHYLENE CULV PIPE 12 IN. DIAM	100	LINEAR FOOT	$51.30	$5,130.00	$ 21.17	$ 2,117.00	$ 20.00	$ 2,000.00	$ 25.00	$ 2,500.00	$ 25.00	$ 2,500.00	$ 30.00	$ 3,000.00	$ 42.00	$ 4,200.00	$ 20.00	$ 2,000.00	$ 65.00	$ 6,500.00
B23	CULVERT BEDDING MATERIAL	23	CUBIC YARD	$65.22	$1,500.06	$ 11.88	$ 273.24	$ 34.85	$ 801.55	$ 26.00	$ 598.00	$ 30.00	$ 690.00	$ 23.00	$ 529.00	$ 25.00	$ 575.00	$ 23.00	$ 529.00	$ 35.00	$ 805.00
B24	CONTROLLED DENSITY FILL	15	CUBIC YARD	$103.50	$1,552.50	$ 153.50	$ 2,302.50	$ 113.65	$ 1,704.75	$ 110.00	$ 1,650.00	$ 135.00	$ 2,025.00	$ 100.00	$ 1,500.00	$ 100.00	$ 1,500.00	$ 140.00	$ 2,100.00	$ 250.00	$ 3,750.00
B25	STABILIZED CONSTRUCTION ENTRANCE	1	EACH	$4,000.00	$4,000.00	$ 3,364.00	$ 3,364.00	$ 1,800.00	$ 1,800.00	$ 3,200.00	$ 3,200.00	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00
B26	ACCESS CONTROL GATE	1	EACH	$2,000.00	$2,000.00	$ 4,485.00	$ 4,485.00	$ 5,500.00	$ 5,500.00	$ 5,600.00	$ 5,600.00	$ 4,500.00	$ 4,500.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
B27	LIGHT LOOSE RIPRAP	449	TON	$46.02	$20,662.98	$ 37.39	$ 16,788.11	$ 38.50	$ 17,286.50	$ 40.00	$ 17,960.00	$ 45.00	$ 20,205.00	$ 52.00	$ 23,348.00	$ 40.00	$ 17,960.00	$ 40.00	$ 17,960.00	$ 50.00	$ 22,450.00
B28	TIRE WASH	1	EACH	$6,000.00	$6,000.00	$ 4,514.00	$ 4,514.00	$ 3,250.00	$ 3,250.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00	$ 18,000.00	$ 18,000.00	$ 7,500.00	$ 7,500.00
B29	CHECK DAM	100	LINEAR FOOT	$15.00	$1,500.00	$ 7.28	$ 728.00	$ 8.55	$ 855.00	$ 14.50	$ 1,450.00	$ 15.00	$ 1,500.00	$ 8.00	$ 800.00	$ 20.00	$ 2,000.00	$ 8.00	$ 800.00	$ 35.00	$ 3,500.00
B30	PSIPE DOUG FIR	60	EACH	$8.72	$408.20	$ 8.64	$ 518.40	$ 14.95	$ 897.00	$ 8.50	$ 510.00	$ 9.20	$ 552.00	$ 9.00	$ 540.00	$ 9.00	$ 540.00	$ 17.00	$ 1,020.00	$ 12.00	$ 720.00
B31	PSIPE SITKA SPRUCE	200	EACH	$6.72	$1,344.00	$ 8.64	$ 1,728.00	$ 10.65	$ 2,130.00	$ 8.50	$ 1,700.00	$ 9.20	$ 1,840.00	$ 8.50	$ 1,700.00	$ 9.00	$ 1,800.00	$ 17.00	$ 3,400.00	$ 12.00	$ 2,400.00
B32	PSIPE SHORE PINE	50	EACH	$6.72	$336.00	$ 8.64	$ 432.00	$ 10.65	$ 532.50	$ 8.50	$ 425.00	$ 9.20	$ 460.00	$ 8.50	$ 425.00	$ 9.00	$ 450.00	$ 17.00	$ 850.00	$ 12.00	$ 600.00
B33	PSIPE WESTERN RED CEDAR	50	EACH	$6.72	$336.00	$ 8.64	$ 432.00	$ 10.65	$ 532.50	$ 8.50	$ 425.00	$ 9.20	$ 460.00	$ 8.50	$ 425.00	$ 9.00	$ 450.00	$ 17.00	$ 850.00	$ 12.00	$ 600.00
B34	PSIPE BLACK TWINBERRY	2,150	EACH	$8.48	$11,782.00	$ 8.64	$ 18,576.00	$ 6.40	$ 13,760.00	$ 8.50	$ 18,275.00	$ 9.20	$ 19,780.00	$ 7.50	$ 16,125.00	$ 9.00	$ 19,350.00	$ 10.00	$ 21,500.00	$ 12.00	$ 25,800.00
B35	PSIPE RED OSIER DOGWOOD	2,000	EACH	$8.48	$10,960.00	$ 8.64	$ 17,280.00	$ 6.40	$ 12,800.00	$ 8.50	$ 17,000.00	$ 9.20	$ 18,400.00	$ 7.50	$ 15,000.00	$ 9.00	$ 18,000.00	$ 10.00	$ 20,000.00	$ 12.00	***$ 24,000.00***
B36	PSIPE INDIAN PLUM	250	EACH	$6.40	$1,600.00	$ 8.64	$ 2,160.00	$ 6.40	$ 1,600.00	$ 8.50	$ 2,125.00	$ 9.20	$ 2,300.00	$ 10.00	$ 2,500.00	$ 9.00	$ 2,250.00	$ 14.00	$ 3,500.00	$ 12.00	$ 3,000.00
B37	PSIPE OCEANSPRAY	250	EACH	$6.14	$1,535.00	$ 8.64	$ 2,160.00	$ 6.40	$ 1,600.00	$ 8.50	$ 2,125.00	$ 9.20	$ 2,300.00	$ 8.50	$ 2,125.00	$ 9.00	$ 2,250.00	$ 14.00	$ 3,500.00	$ 12.00	$ 3,000.00
B38	PSIPE SNOWBERRY	775	EACH	$5.72	$4,433.00	$ 8.64	$ 6,696.00	$ 9.30	$ 7,207.50	$ 8.50	$ 6,587.50	$ 9.20	$ 7,130.00	$ 8.00	$ 6,200.00	$ 9.00	$ 6,975.00	$ 10.00	$ 7,750.00	$ 12.00	$ 9,300.00
B39	PSIPE SERVICEBERRY	250	EACH	$8.48	$1,970.00	$ 8.64	$ 2,160.00	$ 6.40	$ 1,600.00	$ 8.50	$ 2,125.00	$ 9.20	$ 2,300.00	$ 9.00	$ 2,250.00	$ 9.00	$ 2,250.00	$ 17.00	$ 4,250.00	$ 12.00	$ 3,000.00
B40	PSIPE NOOTKA ROSE	2,675	EACH	$8.48	$14,659.00	$ 8.64	$ 23,112.00	$ 9.10	$ 24,342.50	$ 8.50	$ 22,737.50	$ 9.20	$ 24,610.00	$ 7.00	$ 18,725.00	$ 9.00	$ 24,075.00	$ 10.00	$ 26,750.00	$ 12.00	$ 32,100.00
B41	PSIPE SWAMP GOOSEBERRY	800	EACH	$6.40	$5,120.00	$ 8.64	$ 6,912.00	$ 6.40	$ 5,120.00	$ 8.50	$ 6,800.00	$ 9.20	$ 7,360.00	$ 8.00	$ 6,400.00	$ 9.00	$ 7,200.00	$ 14.00	$ 11,200.00	$ 12.00	$ 9,600.00
B42	PSIPE PACIFIC NINEBARK	1,900	EACH	$5.48	$10,412.00	$ 8.64	$ 16,416.00	$ 6.40	$ 12,160.00	$ 8.50	$ 16,150.00	$ 9.20	$ 17,480.00	$ 7.00	$ 13,300.00	$ 9.00	$ 17,100.00	$ 10.00	$ 19,000.00	$ 12.00	$ 22,800.00
B43	PSIPE SAWBEAK SEDGE	2,000	EACH	$1.00	$2,000.00	$ 2.16	$ 4,320.00	$ 3.20	$ 6,400.00	$ 2.20	$ 4,400.00	$ 2.30	$ 4,600.00	$ 1.50	$ 3,000.00	$ 2.10	$ 4,200.00	$ 3.50	$ 7,000.00	$ 12.00	$ 24,000.00
B44	PSIPE SLOUGH SEDGE	10,000	EACH	$1.00	$10,000.00	$ 3.24	$ 32,400.00	$ 3.20	$ 32,000.00	$ 2.20	$ 22,000.00	$ 2.30	$ 23,000.00	$ 1.50	$ 15,000.00	$ 2.10	$ 21,000.00	$ 3.50	$ 35,000.00	$ 12.00	$ 120,000.00
B45	FERTILIZER PACK	2	EACH	$78.00	$156.00	$ 270.00	$ 540.00	$ 1,600.00	$ 3,200.00	$ 270.00	$ 540.00	$ 275.00	$ 550.00	$ 85.00	$ 170.00	$ 300.00	$ 600.00	$ 300.00	$ 600.00	$ 1,000.00	$ 2,000.00
B46	FERTILIZER	3,148	POUND	$0.80	$2,518.40	$ 1.24	$ 3,903.52	$ 0.90	$ 2,833.20	$ 1.30	$ 4,092.40	$ 1.30	$ 4,092.40	$ 1.00	$ 3,148.00	$ 1.40	$ 4,407.20	$ 3.00	$ 9,444.00	$ 3.00	$ 9,444.00
B47	SAWDUST MULCH	18,254	SQUARE YARD	$0.81	$14,785.74	$ 0.85	$ 15,515.90	$ 4.75	$ 86,706.50	$ 1.40	$ 25,555.60	$ 3.00	$ 54,762.00	$ 2.00	$ 36,508.00	$ 1.00	$ 18,254.00	$ 2.00	$ 36,508.00	$ 5.50	$ 100,397.00
B48	SEEDING AND MULCHING	87	SQUARE YARD	$0.21	$18.27	$ 7.56	$ 657.72	$ 16.00	$ 1,392.00	$ 6.50	$ 565.50	$ 7.00	$ 609.00	$ 13.00	$ 1,131.00	$ 7.20	$ 626.40	$ 8.00	$ 696.00	$ 12.00	$ 1,044.00
B49	ROOTWAD/HABITAT LOG PLACEMENT	5	EACH	$750.00	$3,750.00	$ 509.33	$ 2,546.65	$ 1,625.00	$ 8,125.00	$ 450.00	$ 2,250.00	$ 400.00	$ 2,000.00	$ 600.00	$ 3,000.00	$ 600.00	$ 3,000.00	$ 700.00	$ 3,500.00	$ 1,350.00	$ 6,750.00
B50	HIGH VISIBILITY FENCE	1,119	LINEAR FOOT	$2.75	$3,077.25	$ 2.69	$ 3,010.11	$ 2.50	$ 2,797.50	$ 1.50	$ 1,678.50	$ 3.00	$ 3,357.00	$ 5.00	$ 5,595.00	$ 3.00	$ 3,357.00	$ 8.00	$ 8,952.00	$ 8.50	$ 9,511.50
Schedule B Subtotal (Bid Items B1-B50)					$346,797.72		***$ 377,770.91***		$ 462,974.00		$ 452,245.36		$ 509,036.50		$ 499,585.36		$ 528,608.80		***$ 561,107.00***		***$ 763,420.50***
WS Sales Tax (8.50%)					$29,472.71		***$ 32,110.53***		$ 39,352.79		$ 38,440.86		$ 43,268.10		$ 42,460.51		$ 44,931.75		***$ 47,694.10***		***$ 64,890.74***
SCHEDULE B TOTAL (Schedule B Subtotal inlc. Tax)					$376,270.43		***$ 409,881.44***		$ 502,326.79		$ 490,686.22		$ 552,304.60		$ 541,995.87		$ 573,540.55		***$ 608,801.10***		***$ 828,311.24***

Bid Tabulation
Bold numbers indicate corrections

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT, WORK ORDERS 21055, 21063

Bid Opening June 23, 2020
Bid No. 20-35

ITEM NO.	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE		Boss Construction		P & P Excavating		Snider Construction		Trimaxx Construction		Granite Construction		Oceanside Construction		Premium Services		Williamson Construction	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Schedule C - 2021 Maintenance Channel Excavation, Work Order No. 21055																					
C1	MOBILIZATION	1	LUMP SUM	$12,533.00	$12,533.00	$ 13,719.00	$ 13,719.00	$ 4,800.00	$ 4,800.00	$ 20,000.00	$ 20,000.00	$ 12,000.00	$ 12,000.00	$ 12,900.00	$ 12,900.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 26,000.00	$ 26,000.00
C2	EROSION/WATER POLLUTION CONTROL	EST	DOL	$8,500	$8,500.00	$ 1.00	$ 8,500.00	$ 1.00	$ 8,500.00	$ 1.00	$ 8,500.00	$ 1.00	$ 8,500.00	$ 1.00	$ 8,500.00	$ 1.00	$ 8,500.00	$ 1.00	$ 8,500.00	$ 1.00	$ 8,500.00
C3	ESC LEAD	14	DAY	$200.00	$2,800.00	$ 216.00	$ 3,024.00	$ 65.00	$ 910.00	$ 100.00	$ 1,400.00	$ 50.00	$ 700.00	$ 25.00	$ 350.00	$ 25.00	$ 350.00	$ 50.00	$ 700.00	$ 80.00	$ 1,120.00
C4	SPCC PLAN	1	LUMP SUM	$500.00	$500.00	$ 2,700.00	$ 2,700.00	$ 575.00	$ 575.00	$ 400.00	$ 400.00	$ 300.00	$ 300.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
C5	TEMPORARY TRAFFIC CONTROL	1	LUMP SUM	$2,500.00	$2,500.00	$ 2,480.00	$ 2,480.00	$ 750.00	$ 750.00	$ 100.00	$ 100.00	$ 1,200.00	$ 1,200.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00
C6	NOA HEALTH AND SAFETY PROGRAM	1	LUMP SUM	$1,253.25	$1,253.25	$ 540.00	$ 540.00	$ 1,150.00	$ 1,150.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00
C7	FUGITIVE DUST PREVENTION AND CONTROL PLAN	1	LUMP SUM	$4,000.00	$4,000.00	$ 540.00	$ 540.00	$ 575.00	$ 575.00	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 3,800.00	$ 3,800.00	$ 5,000.00	$ 5,000.00
C8	PERIMETER AIR MONITORING	15	DAY	$103.30	$1,549.50	$ 192.24	$ 2,883.60	$ 150.00	$ 2,250.00	$ 500.00	$ 7,500.00	$ 300.00	$ 4,500.00	$ 243.00	$ 3,645.00	$ 100.00	$ 1,500.00	$ 500.00	***$ 7,500.00***	$ 1,000.00	$ 15,000.00
C9	UNANTICIPATED SITE IMPROVEMENTS	EST	DOL	$5,000	$5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
C10	WATERING	#######	MGAL	$174.63	$4,715.01	$ 362.40	$ 9,784.80	$ 110.00	$ 2,970.00	$ 45.00	$ 1,215.00	$ 10.00	$ 270.00	$ 76.00	$ 2,052.00	$ 100.00	$ 2,700.00	$ 105.00	$ 2,835.00	$ 350.00	$ 9,450.00
C11	LIGNIN	29	TON	$224.07	$6,498.03	$ 213.91	$ 6,203.39	$ 205.00	$ 5,945.00	$ 275.00	$ 7,975.00	$ 170.00	$ 4,930.00	$ 240.00	$ 6,960.00	$ 230.00	$ 6,670.00	$ 210.00	$ 6,090.00	$ 300.00	$ 8,700.00
C12	CHANNEL EXCAVATION INCL. HAUL	6,000	CUBIC YARD	$13.00	$80,000.00	$ 6.53	$ 39,180.00	$ 9.95	$ 59,700.00	$ 6.50	$ 39,000.00	$ 8.00	$ 48,000.00	$ 10.75	$ 64,500.00	$ 14.00	$ 84,000.00	$ 11.00	$ 66,000.00	$ 4.90	$ 29,400.00
C13	SHAPING AND CAPPING OF SEDIMENT STOCKPILES	4,891	SQUARE YARD	$3.29	$16,091.39	$ 0.64	$ 3,130.24	$ 0.95	$ 4,646.45	$ 2.85	$ 13,939.35	$ 2.80	$ 13,694.80	$ 1.30	$ 6,358.30	$ 3.00	$ 14,673.00	$ 6.00	$ 29,346.00	$ 2.50	$ 12,227.50
C14	TEMPORARY STREAM CROSSING	1	LUMP SUM	$8,000.00	$8,000.00	$ 4,413.00	$ 4,413.00	$ 3,000.00	$ 3,000.00	$ 13,500.00	$ 13,500.00	$ 4,000.00	$ 4,000.00	$ 5,400.00	$ 5,400.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00
Schedule C Subtotal (Bid Items C1-C14)					$158,940.18		$ 97,098.03		$ 95,771.45		$ 114,929.35		$ 99,094.80		$ 130,165.30		$ 146,393.00		***$ 157,271.00***		$ 128,397.50
WS Sales Tax (8.50%)					$13,509.92		$ 8,253.33		$ 8,140.57		$ 9,768.99		$ 8,423.06		$ 11,064.05		$ 12,443.41		***$ 13,368.04***		$ 10,913.79
SCHEDULE C TOTAL (Schedule C Subtotal Inc. Tax)					$172,450.10		$ 105,351.36		$ 103,912.02		$ 124,698.34		$ 107,517.86		$ 141,229.35		$ 158,836.41		***$ 170,639.04***		$ 139,311.29
TOTAL BID AMOUNT (Schedule A, B, and C Incl. Tax)					**$789,390.44**		***$ 646,554.61***		$ 762,592.74		***$ 780,087.56***		$ 795,642.76		***$ 882,440.84***		***$ 964,295.70***		***$ 1,006,105.64***		***$ 1,132,542.53***

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., June 25, 2020 for Swift Creek Channel Excavation and Oat Coles North Repository Development.

James P. Karcher 6-25-2020

James P. Karcher, P.E. — Date
County Engineer

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this day personally appeared before me James P. Karcher, P.E., known to me to be the County Engineer and the person described herein and who executed the within and foregoing instrument

this 25th day of June 2020

Sandra L. Mock
NOTARY PUBLIC

Residing At Bellingham

My commission expires 6/29/2022

SANDRA L MOCK NOTARY PUBLIC APPOINTMENT EXPIRES JUNE 29, 2022 STATE OF WASHINGTON

BID PROPOSAL FOR

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT

WORK ORDER NUMBERS 21063 & 21055

DATE: June 23, 2020

TO: Whatcom County Executive and Council
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: **"Swift Creek Channel Excavation and Oat Coles North Repository Development, Work Order Numbers 21063 & 21055"** 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 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 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).

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT

BID RESPONSE FORM

Bidder BOSS Construction, Inc.

ITEM NO.	SECTION	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE IN FIGURES	EXTENDED PRICE IN FIGURES
Schedule A - 2020 Maintenance Channel Excavation Work Order No. 21055						
A1	1-09.7	MOBILIZATION	1	LUMP SUM	$6,190.00	$6,190.00
A2	8-01	EROSION/WATER POLLUTION CONTROL	EST	DOL	$1.00	$10,000.00
A3	8-01.3(1)B	ESC LEAD	14	DAY	$216.00	$3,024.00
A4	1-07.15	SPCC PLAN	1	LUMP SUM	$3,240.00	$3,240.00
A5	1-10	TEMPORARY TRAFFIC CONTROL	1	LUMP SUM	$2480.00	$2480.00
A6	1-07.4(2)	NOA HEALTH AND SAFETY PROGRAM	1	LUMP SUM	$1,080.00	$1,080.00
A7	1-07.5(4)	FUGITIVE DUST PREVENTION AND CONTROL PLAN	1	LUMP SUM	$1,080.00	$1,080.00
A8	1-07.5(4)	PERIMETER AIR MONITORING	15	DAY	$192.24	$2,883.60
A9	1-09.6	UNANTICIPATED SITE IMPROVEMENTS	EST	DOL	$1.00	$7,500.00
A10	2-07	WATERING	45.0	MGAL	$217.44	$9,784.80
A11	2-08	LIGNIN	29	TON	$184.49	$5350.21
A12	2-05	CHANNEL EXCAVATION INCL. HAUL	10,000	CUBIC YARD	$6.08	$60,800.00
A13	8-05	TEMPORARY STREAM CROSSING	1	LUMP SUM	$5,778.00	$5,778.00
					Schedule A Subtotal (Bid Items A1-A13)	$119,190.61
					WS Sales Tax (8.50%)	$10,131.20
					SCHEDULE A TOTAL (Schedule A Subtotal Inlc. Tax)	$129,321.81

✓CS
6-23-20

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT — **BID RESPONSE FORM**

Bidder BOSS Construction, Inc.

ITEM NO.	SECTION	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE IN FIGURES	EXTENDED PRICE IN FIGURES
Schedule B - Capital Repository and Mitigation Site Development, Work Order No. 21063						
B1	1-09.7	MOBILIZATION	1	LUMP SUM	$47,629.00	$47,629.00
B2	8-01	EROSION/WATER POLLUTION CONTROL	EST	DOL	$1.00	$4,500.00
B3	8-01.3(1)B	ESC LEAD	14	DAY	$216.00	$3,024.00
B4	1-07.15	SPCC PLAN	1	LUMP SUM	$3,780.00	$3,780.00
B5	1-10	TEMPORARY TRAFFIC CONTROL	1	LUMP SUM	$2,246.00	$2,246.00
B6	1-07.4(2)	NOA HEALTH AND SAFETY PROGRAM	1	LUMP SUM	$3,780.00	$3,780.00
B7	1-07.5(4)	FUGITIVE DUST PREVENTION AND CONTROL PLAN	1	LUMP SUM	$3,780.00	$3,780.00
B8	1-07.5(4)	PERIMETER AIR MONITORING	15	DAY	$192.24	$2,883.60
B9	1-09.6	UNANTICIPATED SITE IMPROVEMENTS	EST	DOL	$1.00	$5,000.00
B10	2-08.2(1)	MOWING	18,368	SQUARE YARD	$0.21	$3,857.28
B11	2-03	ELEVATED CONSTRUCTION ENTRANCE	1	LUMP SUM	$4,659.00	$4,659.00
B12	2-03	SWIFT CREEK HAUL ROAD	1	LUMP SUM	$10,975.00	$10,975.00
B13	2-03	SALVAGE FIELD ROAD SPALLS	100	CUBIC YARD	$17.44	$1,744.00
B14	2-03	ROADWAY SURVEYING	1	LUMP SUM	$9,590.00	$9,590.00
B15	2-05.3(3)	SHAPING AND CAPPING OF SEDIMENT STOCKPILES	8,152	SQUARE YARD	$0.57	$4,646.64
B16	2-07	WATERING	48	MGAL	$204.93	$9,836.64
B17	2-08.2(1)	WETLAND EXCAVATION AND GRADING	6,400	CUBIC YARD	$3.53	$22,592.00
B18	2-08.2(1)A	STOCKPILING OF EXCESS WETLAND SOIL	3,567	CUBIC YARD	$3.33	$11,878.11

✓ CS 6-23-20

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT — **BID RESPONSE FORM**

Bidder BOSS Construction, Inc.

ITEM NO.	SECTION	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE IN FIGURES	EXTENDED PRICE IN FIGURES
Schedule B - Capital Repository and Mitigation Site Development, Work Order No. 21063						
B19	2-08.2(2)	WETLAND TOPSOIL AND COMPOST EMBANKMENT	8,449	SQUARE YARD	$ 1.41	$ 11,913.09
B20	4-04	CRUSHED SURFACING BASE COURSE	250	TON	$ 21.65	$ 5,412.50
B21	4-04	PERMEABLE BALLAST	330	TON	$ 24.23	~~$ 79,959.00~~ 7,995.90
B22	7-02	CORRUGATED POLYETHYLENE CULV. PIPE 12 IN. DIAM.	100	LINEAR FOOT	$ 21.17	$ 2,117.00
B23	7-02.3(6)A4	CULVERT BEDDING MATERIAL	23	CUBIC YARD	$ 11.88	$ 273.24
B24	2-09.3(1)E	CONTROLLED DENSITY FILL	15	CUBIC YARD	$ 153.50	$ 2,302.50
B25	8-01.3(7)	STABILIZED CONSTRUCTION ENTRANCE	1	EACH	$ 3,364.00	$ 3,364.00
B26	8-12.3(2)E	ACCESS CONTROL GATE	1	EACH	$ 4,485.00	$ 4,485.00
B27	8-15.3(2)	LIGHT LOOSE RIPRAP	449	TON	$ 37.39	$ 16,788.11
B28	8-01.3(7)	TIRE WASH	1	EACH	$ 4,514.00	$ 4,514.00
B29	8-01.3(6)	CHECK DAM	100	LINEAR FOOT	$ 7.28	$ 728.00
B30	8-02.3(8)B1	PSIPE DOUG FIR	60	EACH	$ 8.64	$ 518.40
B31	8-02.3(8)B1	PSIPE SITKA SPRUCE	200	EACH	$ 8.64	$ 1,728.00
B32	8-02.3(8)B1	PSIPE SHORE PINE	50	EACH	$ 8.64	$ 432.00
B33	8-02.3(8)B1	PSIPE WESTERN RED CEDAR	50	EACH	$ 8.64	$ 432.00
B34	8-02.3(8)B1	PSIPE BLACK TWINBERRY	2,150	EACH	$ 8.64	$ 18,576.00
B35	8-02.3(8)B1	PSIPE RED OSIER DOGWOOD	2,000	EACH	$ 8.64	$ 17,280.00
B36	8-02.3(8)B1	PSIPE INDIAN PLUM	250	EACH	$ 8.64	$ 2,160.00
B37	8-02.3(8)B1	PSIPE OCEANSPRAY	250	EACH	$ 8.64	$ 2,160.00

✓ US 6-23-20

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT

BID RESPONSE FORM

Bidder BOSS Construction, Inc.

ITEM NO.	SECTION	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE IN FIGURES	EXTENDED PRICE IN FIGURES
Schedule B - Capital Repository and Mitigation Site Development, Work Order No. 21063						
B38	8-02.3(8)B1	PSIPE SNOWBERRY	775	EACH	$ 8.64	$ 6,696.00
B39	8-02.3(8)B1	PSIPE SERVICEBERRY	250	EACH	$ 8.64	$ 2,160.00
B40	8-02.3(8)B1	PSIPE NOOTKA ROSE	2,675	EACH	$ 8.64	$ 23,112.00
B41	8-02.3(8)B1	PSIPE SWAMP GOOSEBERRY	800	EACH	$ 8.64	$ 6,912.00
B42	8-02.3(8)B1	PSIPE PACIFIC NINEBARK	1,900	EACH	$ 8.64	$ 16,416.00
B43	8-02.3(8)B1	PSIPE SAWBEAK SEDGE	2,000	EACH	$ 2.16	$ 4,320.00
B44	8-02.3(8)B1	PSIPE SLOUGH SEDGE	10,000	EACH	$ 3.24	$ 32,400.00
B45	8-02.3(6)	FERTILIZER PACK	2	EACH	$ 270.00	$ 540.00
B46	8-2.3(6)B	FERTILIZER	3,148	POUND	$ 1.24	$ 3,903.52
B47	8-02.3(11)B	SAWDUST MULCH	18,254	SQUARE YARD	$ 0.85	$ 15,515.90
B48	8-02.3(9)B	SEEDING AND MULCHING	87	SQUARE YARD	$ 7.56	$ 657.72
B49	8-19	ROOTWAD/HABITAT LOG PLACEMENT	5	EACH	$ 509.33	$ 2,546.65
B50	8-01.3(9)A1	HIGH VISIBILITY FENCE	1,119	LINEAR FOOT	$ 2.69	$ 3,010.11
				Schedule B Subtotal (Bid Items B1-B50)		~~$ 449,734.01~~ $377,770.91
				WS Sales Tax (8.50%)		~~$ 38,227.39~~ $32,110.53
				SCHEDULE B TOTAL (Schedule B Subtotal Inlc. Tax)		~~$ 487,961.40~~ $409,881.44

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6-23-20

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT

BID RESPONSE FORM

Bidder BOSS Construction, Inc.

ITEM NO.	SECTION	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE IN FIGURES	EXTENDED PRICE IN FIGURES
Schedule C - 2021 Maintenance Channel Excavation, Work Order No. 21055						
C1	1-09.7	MOBILIZATION	1	LUMP SUM	$13,719.00	$13,719.00
C2	8-01	EROSION/WATER POLLUTION CONTROL	EST	DOL	$1.00	$3,500.00
C3	8-01.3(1)B	ESC LEAD	14	DAY	$216.00	$3,024.00
C4	1-07.15	SPCC PLAN	1	LUMP SUM	$2,700.00	$2,700.00
C5	1-10	TEMPORARY TRAFFIC CONTROL	1	LUMP SUM	$2480.00	$2,480.00
C6	1-07.4(2)	NOA HEALTH AND SAFETY PROGRAM	1	LUMP SUM	$540.00	$540.00
C7	1-07.5(4)	FUGITIVE DUST PREVENTION AND CONTROL PLAN	1	LUMP SUM	$540.00	$540.00
C8	1-07.5(4)	PERIMETER AIR MONITORING	15	DAY	$192.24	$2,883.60
C9	1-09.6	UNANTICIPATED SITE IMPROVEMENTS	EST	DOL	$1.00	$5,000.00
C10	2-07	WATERING	27.0	MGAL	$362.40	$9784.80
C11	2-08	LIGNIN	29	TON	$213.91	$6,203.39
C12	2-05	CHANNEL EXCAVATION INCL. HAUL	6,000	CUBIC YARD	$6.53	$39,180.00
C13	2-05.3(3)	SHAPING AND CAPPING OF SEDIMENT STOCKPILES	4,891	SQUARE YARD	$0.64	$3,130.24
C14	8-05	TEMPORARY STREAM CROSSING	1	LUMP SUM	$4,413.00	$4,413.00
					Schedule C Subtotal (Bid Items C1 - C14)	$97,098.03
					WS Sales Tax (8.50%)	$8,253.33
					SCHEDULE C TOTAL (Schedule C Subtotal Inlc. Tax)	105,351.36
					TOTAL BID AMOUNT (Schedule A, B, and C Incl. Tax)	~~$722,634.58~~ $644,554.61

✓CS
6-23-20

BID CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (June 3, 2020), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

BOSS Construction, Inc.
Bidder's Business Name

Signature of Authorized Official*

Tim Hart
Printed Name

President
Title

June 23, 2020 | Bellingham, Washington
Date | City | State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT

APWA-WA Division 1 Committee rev. 1/8/2016

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: .004 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: BOSS Construction, Inc.

Signature of Authorized Official: Tim Hart, President

Date: June 23, 2020

NON-COLLUSION DECLARATION

SWIFT CREEK CHANNEL EXCAVATION AND OAT COLES NORTH REPOSITORY DEVELOPMENT

WORK ORDER NUMBERS 21063 & 21055

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: BOSS Construction, Inc.

Address: 4945 Guide Meridian

Bellingham, WA 98226

Telephone: (360)398-2300

Contractor's WA Registration Number: BOSSCI*083N5

Contractor's WA UBI Number: 601-392-530

Contractor's WA Employment Security Department Number: 750177001

Contractor's WA Excise Tax Registration Number: 601-392-530

The Firm submitting this proposal is a:

____	Sole Proprietorship
____	Partnership
X	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:

Name (printed)	Title
Tim R. Hart	President
Patricia L. Hart	Sec-Treas.
Chris K. Hart	Vice President

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.

☐CASH	IN THE AMOUNT OF 5%
☐CERTIFIED CHECK	_____ DOLLARS
☐CASHIER'S CHECK	($_____) PAYABLE TO WHATCOM COUNTY
☒PROPOSAL BOND	IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, 2, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) Tim Hart

Tim Hart, President (Seal)

FIRM NAME: BOSS Construction, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 23 day of JUNE, 2020, before me personally appeared Tim Hart to 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.

DENNIS A EMMER NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. 05-01-24 COMM. NO. 19048

Dennis A Emmer

NOTARY PUBLIC, in and for the State of Washington, residing at: BELLINGHAM WA
My Commission Expires: 5-1-2024

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the County 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 Boss Construction, Inc., of 4945 Guide Meridian, Bellingham, WA 98226, as principal, and the Employers Mutual Casualty Company a corporation duly organized under the laws of the State of Iowa and having its principal place of business at PO Box 3199, Greenwood Village in the State of Colorado ~~Washington~~, as Surety, are held and firmly bound unto Whatcom County 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 **Swift Creek Channel Excavation and Oat Coles North Repository Development, Work Order Numbers 21063 & 21055** 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 23rd day of June, 2020.

Boss Construction, Inc.
Principal
By _____ (Seal)

Employers Mutual Casualty Company
Surety
By _____
Cynthia L. Jay Attorney-In-Fact

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.

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CYNTHIA L. JAY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire **April 1st** , **2021** , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this **1st** day of **July** , **2018** .

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother
Vice President

Seals

SEAL 1863 1953 SEAL SEAL SEAL

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this **1st** day of **July** , **2018** before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on **1st** day of **July** , **2018** , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of June , 2020

Vice President

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-275

File ID:	AB2020-275	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/25/2020	**Entered by:**	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	**File Type:**	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: mkeeley@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution amending Resolution 2019-061 (Amendment #1) relating to the salary schedule and policies for unrepresented Whatcom County employees

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to Executive memo for background and more information

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Resolution, Staff Memo

PROPOSED BY: Executive

INTRODUCTION DATE: July 7, 2020

RESOLUTION NO. 2020 – _____

AN AMENDMENT TO RESOLUTION NO. 2019-061

A RESOLUTION IN THE MATTER OF ADOPTING A SALARY SCHEDULE AND POLICIES FOR UNREPRESENTED WHATCOM COUNTY EMPLOYEES EFFECTIVE JANUARY 1, 2020 through DECEMBER 31, 2020

WHEREAS, a Resolution in the Matter of Adopting a Salary Schedule and Policies for Unrepresented Whatcom County Employees for the year 2020 was adopted November 19, 2019; and

WHEREAS, the County projects serious economic impacts due to the COVID-19 pandemic and must plan ways to reduce operating costs for the remainder of the year;

WHEREAS, financial projections show a sharp reduction in revenues corresponding to long-term suspended economic activity that will result in cash balances decreasing throughout the remainder of the year; and

WHEREAS, a minimum monthly cash balance is required to cover monthly expenditures and maintain organizational cohesiveness; and

WHEREAS, it is imperative to immediately implement a range of measures designed to decrease operating costs with the objective of keeping the workforce intact to support County operations; and

WHEREAS, temporarily reducing employee compensation is an integral part of the County's expenditure reduction efforts;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that Resolution 2019-061 is hereby amended as follows:

2. Salary Ranges. Non-represented employees in Groups A through H shall take a salary reduction in the form of unpaid leave to be administered as follows:

a) Employees shall take 32 hours of unpaid time off or "furlough" by September 12, 2020.

b) Employees who have a work assignment that is 80% or more funded from a COVID cost center shall have until the end of the year to observe their furlough time.

c) If an employee has already taken voluntary unpaid furlough (using pay types 794 or 803 as appropriate) since June 22, 2020, he or she will receive credit towards mandatory unpaid furlough hours.

d) For non-represented employees eligible for overtime, furlough may be taken in as little as one (1) hour increments.

e) For non-represented employees NOT eligible for overtime (FLSA-exempt), furlough shall be taken in eight (8) hour increments. During a week in which a furlough occurs, FLSA-exempt employees shall track hours worked and report the hours on the non-exempt timesheet.

f) Employees may select their furlough time and take it as approved.

g) Employees may substitute 32 hours of already scheduled vacation or paid time off for 32 hours of furlough.

h) Furlough observance will not deprive any otherwise eligible employee from receiving Holiday Pay.

i) If an employee must work on a scheduled furlough day, he or she will schedule and observe an alternate furlough day by September 12, 2020.

j) Unpaid furloughs shall be treated as if the days were compensated for the purpose of leave accruals and maintenance of health and welfare benefits.

k) Employees shall not perform County work during furlough.

l) For Groups C through H, the maximum vacation carryover into 2021 as outlined in section 6.2 shall increase from 240 hours to 272 hours.

m) For Groups A and B, the maximum Paid Time Off carryover into 2021 as outlined in section 6.4.5 shall increase from 330 hours to 362 hours.

n) Part-time employees will take furlough on a prorated basis.

o) If projected general fund revenues are not adequate to maintain the necessary minimum cash balance, additional unpaid furlough days may be put in place and observed later in the year.

AND FURTHER, THEREFORE, BE IT RESOLVED, that Resolution No. 2019-061 is hereby amended as described herein effective July 7, 2020.

APPROVED this 7th day of July, 2020.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_____
Barry Buchanan, Council Chair

_____
Dana Brown-Davis, Council Clerk

APPROVED as to form: _____
Civil Deputy Prosecuting Attorney

WHATCOM `EXECUTIVE'S OFFICE
County Courthouse
311 Grand Ave. Suite #108`
Bellingham, WA 98225

Satpal Sidhu
County Executive

TO: Councilmembers Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, and Kathy Kershner

FROM: Satpal Sidhu, County Executive SS.
Tyler Schroeder, Deputy Executive TRS

DATE: June 25, 2020

SUBJECT: Amendment #1 to Unrepresented Resolution 2019-061

For your consideration are my recommendations for Amendment #1 to the 2019 Unrepresented Resolution. The proposed changes are cost-saving measures needed to help offset the negative economic impact on County revenues due to the prolonged COVID-19 event.

The proposed changes to the Unrepresented Resolution authorize the implementation of unpaid furlough under similar conditions agreed to by employees represented by the Teamster Master Collective Bargaining Agreement (MCBA). We will be asking the other bargaining units to implement the same or equivalent cost reduction measures.

Wages

- All employees covered by the Unrepresented Resolution will take 32 hours of unpaid time off in the form of a furlough before September 12, 2020. This includes Department Heads, Managers, Supervisors, Professional Staff, Support Staff, Court Reporters and Health Officer, Court Commissioners, and the Sheriff's Office Management Staff.
- Employees who have a work assignment that is 80% or more related to the COVID-19 response will have until the end of the year to observe their furlough time.
- Employees may select their furlough days, upon approval of their supervisor, and have the option to substitute 32 hours of already scheduled vacation for unpaid furlough.

Vacation and PTO Leave

As with the MCBA, the maximum carryover for Vacation and Paid Time Off will increase by the number of furlough hours:

- For employees entitled to vacation accruals, the maximum carryover into 2021 will increase from 240 hours to 272 hours.
- For employees entitled to paid time off, the maximum carryover into 2021 will increase from 330 hours to 362 hours.

If projected fund revenues are not adequate to maintain the necessary minimum cash balance in the general fund, the resolution provides that additional unpaid furlough days may be put in place and observed later in the year.

If you have any questions, please contact Nan Kallunki on extension 5306.

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-274

File ID:	AB2020-274	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/25/2020	**Entered by:**	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: mkeeley@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Update on negotiations and planning strategy discussion regarding collective bargaining [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140(4)(a)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Strategy planning discussion to be taken with regard to collective bargaining per RCW 42.30.140(4)(a)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-278

File ID:	AB2020-278	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/26/2020	**Entered by:**	AHester@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor Christopher Quinn regarding Flood Control Zone District Property [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor Christopher Quinn regarding Flood Control Zone District Property [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-219

File ID:	AB2020-219	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/13/2020	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: DBrown@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/19/2020	Council	DISCUSSED	
06/02/2020	Council	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/23/2020	Council Special Committee of the Whole	DISCUSSED AND A MOTION WAS APPROVED	

Attachments:

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-234

File ID:	AB2020-234	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/27/2020	**Entered by:**			
Department:		**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: DBrown@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion regarding goals, guidelines, and approach to updating current and future budgets

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding goals, guidelines, and approach to updating current and future budgets

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/02/2020	Council	DISCUSSED AND A MOTION WAS APPROVED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/23/2020	Council Special Committee of the Whole	DISCUSSED AND A MOTION WAS APPROVED	

Attachments: Budget Goals and Priorities - Byrd, Draft Minutes - 6.23 Budget Discussion, Proposed Resolution

Suggested
Budget Process

The Process

Objectives

Take a more proactive role in establishing the budget.

Establish a framework which allows the Council to work more effectively together.

Provide clear guidance to County Executive and Department's.

Streamline's process, saving staff time and while allowing initiates to get started sooner.

Council Suggestions:

- Reduce redundancies within County

Examples of

Budget Goals

1. Establish two budgets reflecting a 10% and 20% decrease from 2019 revenue.

2. Achieve county-wide unemployment rate of 5% or less by end of 2022.

3. Achieve a balanced and affordable housing market, with MSI between 5-7 months and vacancy rate between 5-7% by end of 2023.

What are

Guiding Principles

1. Guidelines that allow for consistent decision making.

2. Principles that will help us to achieve goals.

3. Typically no more than 10.

4. Can be used to support all decision making from budget to project selection.

Examples of

Guiding Principles

1. Prioritize projects or initiatives working with Whatcom County businesses.
2. Prioritize deferred maintenance projects.
3. Prioritize projects which leverage third party grant funding.
4. Invest in digital infrastructure.
5. Retain expertise within staffing.
6. Ensure transparency in decisions, information, and data.
7. Prioritize environmentally sustainable solutions.

Council Suggestions:

- Work within our authority.
- Prioritize cost sharing, collaboration with other jurisdictions.
- Look better output for community at a better cost.
- Children and families first.
- Combining requests for bids to leverage bulk purchasing power for goods and services.
- Reduce redundancies within County
- Continuity of county services and staff

Budget Process

Next Steps

Possible Actions	Date
Invite local economist to give presentation on impacts and opportunities in Whatcom County.	
Invite local business owner(s) to give presentation on impacts to their business(es) and areas of concern or opportunity. **Childcare, Team Whatcom, Port, Chamber of Commerce.**	6/16 : Carol
Establish scoring system to prioritize projects based on available funds.	
Council members identify and suggest possible budget cuts, reallocations, and new opportunities to support community and economic growth.	
Review potential projects to identify what should be included in 2021-22 budget.	
Reach out and invite tribes to participate in conversation	
Host collaborative multi-council strategy and vision work session.	
Hold a public hearing for the community to participate and provide feedback.	
Request departments heads to complete questionnaire, providing information to understand demand and potential changes.	6/16

DRAFT MINUTES – JUNE 23 SPECIAL COMMITTEE OF THE WHOLE

1. AB2020-234 Discussion regarding goals, guidelines, and approach to updating current and future budgets

Dana Brown-Davis, Clerk of the Council, stated that one response came in from councilmembers on this item.

Buchanan spoke about a grant from the MacArthur Foundation and a conference he attended concerning the reduction of incarceration with regard to mental health and racial disparity. An idea for using the grant money is enhancing the Ground-Level Response and Coordinated Engagement (GRACE) and the Law Enforcement Assisted Diversion (LEAD) programs. He stated he would like to see that as a budget priority.

Tyler Schroeder, Executive's Office, answered a concern about giving specific and tangible information that the Administration can use to develop the budget and communicate to the department heads. The budget priority meeting has been re-scheduled for July 8, 2020 so they can incorporate councilmember goals into the document.

Councilmembers discussed whether the LEAD and GRACE programs have the ability to function in an advisory role to the Council and whether they should put together a committee that could function as an advisory role to the Council concerning race relations in Whatcom County.

They discussed the following possible budget priorities:

- Reducing redundancies in Whatcom County government by putting the Parks Department under the Public Works Department
- Focusing on values that the Council has influence over
- Investing in upstream prevention and interventions in lieu of costly remediation strategies
- Funding the homeless outreach team
- Consolidating County building work space by allowing family friendly work-from-home policies if employees choose and if they are able to complete their job responsibilities
- Keeping the current COVID-19 jail booking procedures

Byrd led a discussion about budget priorities and goals using the document, Frazey's Additions to Byrd’s Priorities (on file).

DRAFT MINUTES – JUNE 23 SPECIAL COMMITTEE OF THE WHOLE

Councilmembers discussed establishing two budgets reflecting a 10 percent and 20 percent decrease from 2019 revenue, whether they should request that the Administration produce two different budgets, waiting first to hear what the Executive's Office proposes, requesting that the Administration just prepare a budget with a 20 percent decrease from the 2019 revenue, whether the Council should direct the Executive's Office on a specific percentage and what that should be.

Tyler Schroeder, Executive's Office, answered questions about whether they are going to get new revenue forecasts or sales tax projections, what percentage of the budget the Administration is thinking of cutting, and what percentage of the County's revenue comes from sales tax. He stated the Administration will put together a 2021-2022 budget based on an amended 2020 budget which will be based on projections on sales and property tax revenues. They will present a balanced budget based on projections with a game plan for accomplishing reductions if the revenues don't turn out to be as forecasted.

Councilmembers continued to discuss the item.

Brad Bennett, Administrative Services Department, spoke about the percentage of the decrease and stated that sales and property tax reduction was less than they thought but they will need to look at why. Money that is discretionary is limited but they will come up with some realistic and conservative revenue estimates and then try and manage a budget within that. Then they will identify where they would have to cut, but reductions across the board do not always work.

Byrd suggested a motion to establish a single budget reflecting a 20 percent decrease from 2019 revenue.

Councilmembers discussed establishing a budget without a fixed amount of decrease but with a contingency if there is a 20 percent decrease in revenue, requesting the Executive to prepare a budget with a supplemental reflecting what would be done differently or what would have to change in the budget if revenues drop by 20 percent, not creating more work for the departments by asking them to work on a scenario that may not come into fruition, and leaving it up to the Executive's Office and Finance to propose a budget.

Schroeder stated in the past the Administration has prepared negative additional service requests which would show where in the organization you can accomplish reductions. A valuable conversation in the next couple

months with Council will be prioritizing where in the organization those program reductions would have to happen.

Browne moved to request the Executive to prepare a budget with a supplemental reflecting what would be done if revenue decreases by 20 percent. The motion was seconded by Byrd.

The motion carried by the following vote:
Aye: 6 - Buchanan, Byrd, Elenbaas, Frazey, Kershner, and Browne
Nay: 1 - Donovan

Councilmembers discussed the following goal as presented on the screen by Byrd:

> Achieve a balanced and affordable housing market, with Monthly Sales Inventory (MSI) between five and seven months and vacancy rate between five to seven percent by end of 2023.

Browne suggested alternative language for the goal: Focus on identifying and removing barriers to affordable housing.

Byrd stated they could change the year from 2023 to 2025.

Byrd moved to approve the goal: Achieve a balanced and affordable housing market, with MSI between five and seven months and vacancy rate between five to seven percent by the end of 2025. The motion was seconded by Frazey.

The motion carried by the following vote:
Aye: 6 - Byrd, Elenbaas, Frazey, Kershner, Browne, and Buchanan
Nay: 0
Absent: 1 - Donovan out of the meeting

Councilmembers discussed the remaining proposed goals:

Kershner moved to approve the goal: Increase the number of students ready to enter kindergarten by 50 percent by the end of 2022 (increase from current rate of 47 percent for Whatcom County to 70 percent). The motion was seconded by Byrd.

The motion carried by the following vote:
Aye: 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Browne
Nay: 1 - Donovan

DRAFT MINUTES – JUNE 23 SPECIAL COMMITTEE OF THE WHOLE

Browne moved to approve the goal: Invest in upstream prevention and interventions in lieu of costly remediation strategies including incarceration and racial disparity. The motion was seconded by Kershner.

The motion carried by the following vote:
Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan
Nay: 0

Kershner moved to approve the goal: Achieve county-wide unemployment rate of five percent or less by end of 2022.

Byrd suggested a friendly amendment to make the year 2025. Kershner accepted the friendly amendment and the motion was seconded by Byrd.

Councilmembers discussed the motion.

Donovan suggested a friendly amendment to change the rate of unemployment to two percent. The friendly amendment was not accepted.

Councilmembers continued to discuss the goal.

The motion carried by the following vote:
Aye: 6 - Frazey, Kershner, Browne, Buchanan, Byrd, and Elenbaas
Nay: 1 - Donovan

DRAFT

PROPOSED BY: BUCHANAN, DONOVAN
INTRODUCTION DATE: JULY 7, 2020

RESOLUTION NO. _____

SUPPORTING THE EXECUTIVE'S BUDGET GOALS FOR 2021-22

WHEREAS, Section 2.20 of the Whatcom County Charter gives the County Council the power to levy taxes, appropriate revenue, and adopt budgets for the County; and

WHEREAS, Section 3.22 of the Whatcom County Charter gives the Executive the power and duty to prepare and present budgets to the County Council; and

WHEREAS, Section 6.20 of the Whatcom County Charter requires all agencies of County government to submit to the County Executive information necessary to prepare the budget at least one hundred thirty-five (135) days prior to the end of the budget cycle; and

WHEREAS, Section 6.10 of the Whatcom County Charter requires the County Executive to present a complete budget and budget message to the County Council at least seventy-five (75) days prior to the end of each budget cycle; and

WHEREAS, Section 6.10 of the Whatcom County Charter requires that the County Council shall adopt appropriation, tax and revenue ordinances for the next budget cycle at least thirty (30) days prior to the end of the budget cycle; and

WHEREAS, the Executive intends to present Budget recommendations to County Council in October 2020; and

WHEREAS, given these deadlines enshrined in the County Charter, Council has somewhat limited time to amend budgets after October 2020; and

WHEREAS, on May 15, 2020, the Executive provided Council his 2021-2022 Administrative Budget Priorities, listing the Executive's overarching goals for the 2021-22 budget cycle, and asked Council for its feedback; and

WHEREAS, the budget process may be more efficient if the Council informs the Executive about Council's agreement with the Executive's overarching goals for the 2021-22 budget cycle prior to releasing budget instructions to agencies of County government, and prior to the Executive making final budget decisions in September of 2020;

NOW, THEREFORE BE IT RESOLVED that Council supports the Executive's following overarching goals for the 2021-22 budget cycle:

- Take prudent steps to safeguard the long-term financial stability of County finances.

- Maintain a reasonable level of service to provide the best possible services to our constituents by maintaining County workforce teams.

- Maintain County assets and seek opportunities to improve operational efficiencies of overall County operations.

- Continue to support our Public Health system as we respond to the COVID 19 pandemic.

- Continue to support the Regional Economic Partnership (ADO office) Economic Development programs.

- Develop reasonable Capital Project Budgets for the long-term needs of Whatcom County.

- Continue Countywide initiatives to improve Housing Affordability, Wetlands Mitigation strategy, and Climate Change Mitigation.

- Facilitate WIRA 1 policy and planning for all stakeholders.

BE IT FURTHER RESOLVED that Council has additional goals and priorities that it will also sent to the Executive.

APPROVED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

_____
Civil Deputy Prosecutor

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-263

File ID:	AB2020-263	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/22/2020	**Entered by:**	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Interlocal		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: maamot@co.whatcom.wa.us <mailto:maamot@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to sign a proposed interlocal agreement between Whatcom County and the cities relating to interim procedures for amending the Countywide Planning Policies

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Authorize the County Executive to sign a proposed interlocal agreement between Whatcom County and the cities relating to interim procedures for amending the Countywide Planning Policies. The cities have signed the Interlocal and the last step is final County approval and signature.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Interlocal Agreement

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius
Director

Memorandum

June 22, 2020

TO: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Interim Interlocal Agreement Relating to Countywide Planning Policies

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The Growth Management Act required the County to adopt countywide planning policies in cooperation with the cities (RCW 36.70A.040(4) and RCW 36.70A.210). Countywide planning policies establish a framework for developing city and county comprehensive plans and ensuring these plans are consistent. The County Council originally adopted countywide planning policies in 1993 and amended these policies in 1997 and 2005.

The Washington State Legislature approved Engrossed Second Substitute Senate Bill 5254 relating to the Growth Management Act's "Review and Evaluation" (buildable lands) program requirements in 2017. This legislation imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years. One of these requirements is to amend the countywide planning policies to establish the buildable lands program.

As the City/County Planner Group discussed the requirement to amend the countywide planning policies, we came to the conclusion that we needed to establish an interim procedure for making amendments. We established a subcommittee that reviewed other jurisdictions' procedures for countywide planning policy amendments, drafted a proposed interlocal agreement, and brought it back to the City/County Planner Group for consideration.

The County Council's Special Committee of the Whole (SCOTW) met on September 10, 2019 and January 28, 2020 to discuss the draft interlocal agreement. The SCOTW approved a motion to accept the proposed Interlocal on February 11, 2020 (7-0 vote). Over the last several months, all 7 cities have signed the Interlocal Agreement and it is now ready for final review by the County Council. Therefore, we are requesting that Council approve a motion authorizing the Executive to sign the Interlocal Agreement.

As previously discussed and approved by Council's SCOTW on February 11, 2020, there are two methods to ratify countywide planning policy amendments. In order to become effective, the amendments would have to be approved by:

- Method 1 - Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County; **or**

- Method 2 - At least 75% of the jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).

Under method 1, the County, the City of Bellingham and one or more small cities (depending on population) would need to approve a countywide planning policy amendment. Disapproval by the County, the City of Bellingham, or a coalition of small cities would prevent the countywide planning policies from being ratified *under this method*. However, there is a second method under which countywide planning policies could be ratified.

Under method 2, the County and at least 5 of the seven cities would need to approve a countywide planning policy amendment. Disapproval by the County or a coalition of three small cities would prevent the countywide planning policies from being ratified *under this method*.

The chart below shows the different possible routes to ratification. For the amendments to become effective, ratification is only required under method 1 or method 2. Additionally, Whatcom County is the only jurisdiction that must approve the countywide planning policies amendments in every scenario.

Approval by	Ratification under Method 1?	Ratification under Method 2?	Bellingham's Approval Required?	% of County Population Represented
County, Bellingham, Ferndale	Yes	No	Yes	88%
County, Bellingham, Lynden	Yes	No	Yes	88%
County, Bellingham, Blaine and Everson, Nooksack, or Sumas	Yes	No	Yes	85%
County, Bellingham, and 4 small cities	Yes	Yes	Yes	87%
County and 5 small cities	No	Yes	No	53%

NOTE: The "% of County Population Represented" is the minimum percentage of the countywide population represented by the jurisdictions approving the amendments. For purposes of this chart, the County represents the unincorporated population, which is 42% of the countywide population. Bellingham has 40% of the countywide population. These percentages are derived from State Office of Financial Management population estimates.

The interim Interlocal Agreement would expire on June 30, 2024 if the countywide planning policies have not been amended by this date to include procedures for adopting future countywide planning policy amendments.

Thank you for your review and consideration of the proposed Interlocal Agreement between Whatcom County and the cities.

INTERLOCAL AGREEMENT
BETWEEN
WHATCOM COUNTY AND THE CITIES OF BELLINGHAM, BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK, AND SUMAS CONCERNING INTERIM PROCEDURES FOR AMENDING THE COUNTYWIDE PLANNING POLICIES

This agreement is made by and between Whatcom County (herein after referred to as the "County") and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas (herein after referred to as the "Cities").

WHEREAS, the Growth Management Act (GMA) required the County to adopt countywide planning policies in cooperation with the Cities (RCW 36.70A.040(4) and RCW 36.70A.210); and

WHEREAS, the GMA states countywide planning policies are used ". . . solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this chapter. This framework shall ensure that city and county comprehensive plans are consistent . . ." (RCW 36.70A.210(1)); and

WHEREAS, the County Council adopted the original countywide planning policies in April 1993 (Resolution 93-024); and

WHEREAS, the County Council amended the countywide planning policies in March 1997 (Resolution 97-011); and

WHEREAS, the County Council amended the countywide planning policies in January 2005 (Ordinance 2005-022); and

WHEREAS, cooperative relationships and coordination between the County and Cities are mutually beneficial; and

WHEREAS, the Cities and County desire to agree on an interim procedure for amending the countywide planning policies in this interlocal agreement; and

WHEREAS, the County and Cities anticipate that new sections will be inserted into the countywide planning policies establishing procedures for future amendments to the countywide planning policies and addressing the GMA-mandated Review and Evaluation (Buildable Lands) Program. Once the amendment procedures have been incorporated into the countywide planning policies, this interlocal agreement will no longer be needed;

NOW, THEREFORE, subject to the terms and conditions contained herein, the Cities and County agree as follows:

Section 1. Interim Procedures for Amending the Countywide Planning Policies

The Cities and the County agree to the following interim procedures for amending the countywide planning policies:

1. **Authority to Initiate Amendment** – Any of the following may initiate a proposed amendment to the Countywide Planning Policies by submitting a written proposal to the County Planning Director:

    a. The Whatcom County Executive;

    b. The Whatcom County Council;

    c. Any City Council;

    d. Any City Mayor.

2. **Required Information -** The proposed amendment shall include:

    a. The language of the proposed amendment shown with underlining and strikethroughs.

    b. An explanation of the need for the proposed amendment. This may include, as appropriate, the factors, changed conditions, data, analysis, and/or experience with existing countywide planning policies that show a need for the proposed amendment.

3. **Recommendation** - The County Planning Director shall refer proposed amendments to the City/County Planner Group, which shall be comprised of the planning directors or designees from the County and each of the seven Cities. The City/County Planner Group will review and issue recommendations on the proposed amendments as follows:

    a. The City/County Planner Group will strive to reach consensus but if consensus cannot be reached, recommendations will be by majority vote of the eight jurisdictions (the County and seven cities).

    b. Any jurisdiction's representative that cannot attend the meeting may vote by e-mail sent to the County Planning Director.

c. The City/County Planner Group's recommendations will be issued within 180 days of receiving the proposed amendments. The process of forming recommendations will allow time, within this 180-day period, for individual jurisdictions to consult with their respective planning commissions and/or elected officials, at the discretion of each jurisdiction.

d. If a majority of the City/County Planner Group votes against the proposed amendments or if the City/County Planner Group does not make a recommendation within the 180-day time period, the amendments will not be processed further unless the County Executive and a majority of the city mayors agree to proceed with the proposed amendments. The 180-day time period may be extended by 90 days by majority vote of the eight jurisdictions.

4. **SEPA** – Whatcom County will conduct SEPA review, if required, on the recommended Countywide Planning Policy amendments.

5. **Whatcom County Planning Commission Review** – The Whatcom County Planning Commission will hold a public hearing and issue recommendations on the proposed countywide planning policy amendments. City planners will be invited to the hearing.

6. **Whatcom County Council Review** – The County Council will invite County and City planners to a committee of the whole meeting to discuss the proposed countywide planning policy amendments. The County Council's committee of the whole will take a vote whether or not to send final draft countywide planning policy amendments to the cities for review and approval.

7. **City Approval Process** – The respective city legislative authorities must act upon final draft countywide planning policy amendments within 90 days of the County Council vote to send the amendments to the cities for review and approval.

   City approval means a vote by the legislative authority to approve or disapprove the countywide planning policy amendments (up or down vote). Final draft countywide planning policy amendments may not be modified during the city approval process.

   If a city does not notify the County Planning Director of the action taken within the 90-day period, that city shall be deemed to have approved the amendments.

8. **Whatcom County Council Adoption** – Following approval of the countywide planning policy amendments by the cities under subsection 7 above, the County Council may, after conducting a public hearing, adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the County Council adoption process.

9. **Ratified Amendments** - In order to become effective, countywide planning policy amendments must be approved (pursuant to subsection 7 and 8 above) by:

    a. Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County; or

    b. At least 75% of the jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).

10. **Notification of Ratified Amendments -** The County Planning Director shall notify the Cities and the Governor's office in writing within fourteen (14) days of County Council adoption of the countywide planning policies, as set forth in subsection 8 above.

Section 2. Effective Date, Duration and Termination

This interlocal agreement shall be effective upon signature by the Mayor and/or City Manager of each of the seven Cities and the Whatcom County Executive.

This interlocal agreement shall remain in effect until June 30, 2024 or the countywide planning policies are amended to include procedures to review and adopt future countywide planning policy amendments, whichever comes first.

a. If the countywide planning policies are amended to include procedures to review and adopt future countywide planning policy amendments before June 30, 2024, this interlocal agreement shall automatically terminate upon adoption of said amendments by the County Council.

b. If the countywide planning policies are not amended to include procedures to review and adopt future countywide planning policy amendments by June 30, 2024, this interlocal agreement shall automatically terminate on June 30, 2024.

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF BELLINGHAM

By _____
Seth Fleetwood, Mayor

Date March 12, 2020

Approved as to form:
Office of the City Attorney

_____

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 12th day of March, 2020, before me personally appeared SETH FLEETWOOD, to me known to be the Mayor of the CITY OF BELLINGHAM, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

SHELLEY A HALLE NOTARY PUBLIC COMMISSION EXPIRES 209489 8-29-23 STATE OF WASHINGTON

_____
NOTARY PUBLIC in and for the State of Washington residing at Bellingham
My appointment expires: 8-29-23

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF BLAINE

By _____
Michael Jones, City Manager

Date 3/12/2020

Approved as to form:
Office of the City Attorney

_____

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 12 day of March, 2020, before me personally appeared MICHAEL JONES, to me known to be the City Manager of the CITY OF BLAINE, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

KRISTIN MARIE SHIPP
Commission Expires
NOTARY PUBLIC
12-09-2020
STATE OF WASHINGTON

_____
NOTARY PUBLIC in and for the State of Washington residing at Blaine WA
My appointment expires: 12-09-2020
KMS

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF EVERSON

By _____
John Perry, Mayor

Date 3/25/20

Approved as to form:
Office of the City Attorney

_____

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 25th day of March, 2020, before me personally appeared JOHN PERRY, to me known to be the Mayor of the CITY OF EVERSON, and 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 Bellingham, WA
My appointment expires: April 10, 2021

AMANDA K HADEEN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES APRIL 10, 2021

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF FERNDALE

By _____
Greg Hansen, Mayor

Date _____

Approved as to form:
Office of the City Attorney

_____

Attest Dannon C. Traxler

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 13th day of May, 2020, before me personally appeared GREG HANSEN, to me known to be the Mayor of the CITY OF FERNDALE, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Susan E. Duncan
NOTARY PUBLIC in and for the State of Washington residing at Ferndale.
My appointment expires: 04/30/2021

Susan E Duncan
NOTARY PUBLIC
COMMISSION EXPIRES 04/30/2021
STATE OF WASHINGTON

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF LYNDEN

By Scott Korthuis
Scott Korthuis, Mayor

Date March 17, 2020

Approved as to form:
Office of the City Attorney

Attest

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 17 day of March, 2020, before me personally appeared SCOTT KORTHUIS, to me known to be the Mayor of the CITY OF LYNDEN, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Pamela D. Brown
NOTARY PUBLIC in and for the State
of Washington residing at Whatcom County
My appointment expires: 9/4/2021

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF NOOKSACK

By _____
Marshall Judy, Mayor Pro-Tem

Date 5-8-20

Approved as to form:
Office of the City Attorney

_____ - Nicholas A. Fay

Attest_____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 8th day of May, 2020, before me personally appeared Marshall Judy, to me known to be the Mayor Pro-Tem of the CITY OF NOOKSACK, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

VIRGINIA ARNASON
NOTARY PUBLIC #88393
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 29, 2022

_____
NOTARY PUBLIC in and for the State of Washington residing at Nooksack.
My appointment expires: 11-29-2022

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

CITY OF SUMAS

By _____
Kyle Christensen, Mayor

Date 2-24-20

Approved as to form:
Office of the City Attorney

_____

Attest _____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 24th day of February, 2020, before me personally appeared KYLE CHRISTENSEN, to me known to be the Mayor of the CITY OF SUMAS, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

MICHELLE QUINN
COMMISSION EXPIRES
NOTARY PUBLIC
FEBRUARY 14, 2021
STATE OF WASHINGTON

_____
NOTARY PUBLIC in and for the State of Washington residing at Sumas, WA
My appointment expires: 02/14/2021

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 2 of this agreement.

WHATCOM COUNTY

By _____
Satpal Sidhu, County Executive

Date _____

Approved as to form:
Whatcom County Prosecutor

_____

Attest_____

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this ___ day of _____, 2020, before me personally appeared SATPAL SIDHU, to me known to be the County Executive of WHATCOM COUNTY, and 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 appointment expires: _____

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-284

File ID:	AB2020-284	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/30/2020	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Discussion		
Assigned to:	Council Planning and Development Committee			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: BElenbaa@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion regarding PDS enforcement action

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding PDS enforcement action

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-279

File ID:	AB2020-279	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/29/2020	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Special Council Only Item		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: DBrown@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Reading (as required) of Public Employment Relations Commission (PERC) notice

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Reading (as required) of Public Employment Relations Commission (PERC) notice

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Notice

NOTICE TO EMPLOYEES
OF UNFAIR LABOR PRACTICE

CASE: 131286-U-19 **DECISION: 13082-A**

STATE LAW GIVES YOU THE RIGHT TO

- **self-organize, join, or assist labor or employee organizations.**
- **bargain collectively through a representative of your choice.**
- **refuse to pay dues to a union unless you have affirmatively agreed to make such payments.**

THE WASHINGTON STATE PUBLIC EMPLOYMENT RELATIONS COMMISSION (PERC) CONDUCTED A LEGAL PROCEEDING, ISSUED A RULING THAT WHATCOM COUNTY COMMITTED AN UNFAIR LABOR PRACTICE, AND ORDERED THAT THIS NOTICE BE POSTED TO EMPLOYEES:

WE UNLAWFULLY DEDUCTED THE EMPLOYEE SHARE OF THE PAID FAMILY AND MEDICAL LEAVE PREMIUMS FROM EMPLOYEES' PAYCHECKS.

WE UNLAWFULLY FAILED OR REFUSED TO BARGAIN IN GOOD FAITH WITH THE WHATCOM COUNTY DEPUTY SHERIFF'S GUILD OVER THE DECISION TO DEDUCT THE EMPLOYEE SHARE AND THE AMOUNT OF EMPLOYEE PREMIUMS FOR THE PAID FAMILY AND MEDICAL LEAVE PREMIUM.

TO REMEDY OUR UNFAIR LABOR PRACTICE(S):

WE WILL GIVE NOTICE TO AND, UPON REQUEST, NEGOTIATE IN GOOD FAITH WITH THE WHATCOM COUNTY DEPUTY SHERIFF'S GUILD, INCLUDING MEDIATING AND PURSING INTEREST ARBITRATION IF NECESSARY, BEFORE IMPLEMENTING THE EMPLOYEE PAID FAMILY AND MEDICAL LEAVE PREMIUM.

WE WILL MAKE EMPLOYEES WHOLE BY REIMBURSING EMPLOYEES FOR ANY EMPLOYEE PFML PREMIUMS DEDUCTED FROM THEIR WAGES BEGINNING JANUARY 4, 2019. BACK PAY SHALL BE COMPUTED IN CONFORMITY WITH WAC 391-45-410.

WE WILL RESTORE THE STATUS QUO ANTE BY REINSTATING THE WAGES, HOURS, AND WORKING CONDITIONS THAT EXISTED FOR THE EMPLOYEES IN THE AFFECTED BARGAINING UNIT PRIOR TO THE UNILATERAL CHANGE THAT OCCURRED WHEN THE EMPLOYER BEGAN DEDUCTING THE MAXIMUM EMPLOYEE CONTRIBUTION TO THE PAID FAMILY AND MEDICAL LEAVE PREMIUM FOUND UNLAWFUL IN THIS ORDER.

WE WILL NOT IN ANY OTHER MANNER INTERFER WITH, RESTRAIN, OR COERCING EMPLOYEES IN THE EXERCISE OF THEIR COLLECTIVE BARGAINING RIGHTS UNDER THE LAWS OF THE STATE OF WASHINGTON.

WHATCOM COUNTY

BY: _____ DATE: 6/11/2020

Name and Title of Authorized Representative

The decision relating to this violation can be found on the PERC website at https://decisions.perc.wa.gov.

THIS NOTICE MUST BE POSTED FOR 60 CONSECUTIVE DAYS
AND MAY NOT BE ALTERED, DEFACED, OR COVERED.

PERC
PUBLIC EMPLOYMENT RELATIONS COMMISSION

Questions? Visit perc.wa.gov or contact a PERC unfair labor practice administrator:

Dario de la Rosa
dario.delarosa@perc.wa.gov
360.570.7328

Emily Whitney
emily.whitney@perc.wa.gov
360.664.3047

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-048

File ID:	MIN2020-048	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/27/2020	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Special Council for March 26, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Special Council Mar 26 2020

Whatcom County
Council (Special)

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - SPECIAL COUNCIL/HEALTH BOARD MEETING

Thursday, March 26, 2020
1 PM
Council Chambers

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 1 p.m. on the virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

SPECIAL UPDATES AND DISCUSSION ITEMS

1. AB2020-116 Update on COVID-19

Donovan moved to limit the length of time the Health Department staff needs to be a part of this meeting to one hour so they can get back to work. The motion was seconded.

The motion carried by the following vote:
Aye: 4 - Browne, Buchanan, Donovan, and Frazey
Nay: 3 - Byrd, Kershner, and Elenbaas

Satpal Sidhu, County Executive, stated that two more Whatcom County residents have passed away.

Erika Lautenbach, Health Department Director, stated there have been 2 deaths and 20 new cases of COVID-19 in the last 24 hours. It is getting very impactful and very serious in our community and it will continue to be so and they appreciate the support from the Council so far.

Buchanan referred to the second motion that Byrd made at the Tuesday, March 24, 2020 Council meeting and asked who would like to speak to it.

The motion was that the Health Department provide location information for any confirmed or suspected positive COVID-19 cases to first responders so they know about it when they respond to a call.

Sidhu stated this item was discussed in a policy group meeting including all the mayors, other elected officials and the Sheriff. He requested that the Unified Command give their opinion on the motion and copied the Health

Department as well and is waiting for their response. He would trust their judgement.

Greg Stern, Health Department, stated this came to the Health Department without adequate review, discussion, and preparation which is out of the usual process. There are lot of implications to this that would be good to discuss before coming up with a solution. Best practice would be to provide adequate personal protective equipment (PPE) for all personnel. The Health Department does not have a list of everyone who is being tested so a list provided to emergency medical services providers would be incomplete and inaccurate. He answered whether the CDC and State guidelines would not be to provide this disclosure, whether he is aware of any other jurisdictions doing this already, whether he has discussed this with first responders, and whether he has read what the US Department of Health and Human Services put out regarding the COVID-19 and HIPPA disclosure to law enforcement and other first responders and public health authorities.

Royce Buckingham, Prosecuting Attorney's Office, spoke about US Department of Health and Human services document. It gives two examples of ways to apprise first responders of possible COVID-19 risk at a response residence, both of which are legally possible. One method is for them to get information directly from the caller by asking them if they are showing symptoms or have tested positive for the virus. This is the preferred method.

Councilmembers, Buckingham and Stern discussed the issue and whether that method is adequate, following the national incident management system instead of proposing solutions, ensuring that everyone is going through established channels and allowing the Unified Command to do its job, working together to make policy decisions but not working as separate management teams, communicating with and getting more information to the Council, and focusing on care facilities and first responders who need help and supplies.

Mike Hilley, Emergency Management Services (EMS) manager for the County, stated all our first responders have plenty of personal protective equipment. Their approach to calls is that every call is a potential COVID-19 case and they assess the risk of each situation and respond accordingly. They know which facilities have positive COVID-19 cases so first responders take a cautious approach before going in front door.

Councilmembers discussed first responders having more information about risk, the problem that some people don't want to be on a list, whether they

should wait to get input from the Unified Command on Byrd's March 24th motion about first responders before disposing of the motion, and how soon the Unified Command could get back to the Council.

Sidhu stated he does not know a time frame.

Bill Elfo, Sheriff, answered a question about getting advice first from the Unified Command. If there was a legal mechanism for providing law enforcement with information and ensuring its confidentiality when responding to a location rather than to an individual, they could take universal precautions but maybe also go a step beyond to prepare themselves. The appropriate forum to discuss this is in Unified Command. We need to do everything we can to maximize our protection for all our first responders.

Stern stated none of us are within the incident command structure itself. Let them assess determining their timeframe.

Elfo stated he is wearing two hats as he is part of the policy group and also the Unified Command. There has been a liaison established to the Unified Command through which Council can forward questions.

Elenbaas spoke about the role of the policy group and the role of the Health Board in making policies.

Buchanan suggested that they give the Unified Command a little bit of time to get back to the Health Board.

Clerk's note: Byrd's motion was not voted on.

Browne stated he would like to propose a motion that would directly address the process with which they address this issue.

Browne moved the following:
1. We provide the Health Department a minimum of 24 hours to research and respond to any motions BEFORE the Health Board or Council is allowed to vote on something, rather than make "policy on fly" and then have them consume very strained department resources trying to respond.
2. We always establish the question "Why is the Health Department or Unified Command pursing a particular policy" before we vote to adopt something different.
3. We ask ourselves and the Health Department to demonstrate the current or proposed policy is consistent with best practice based on State

Department of Health or CDC policies before we make a recommended change.

The motion was seconded.

Councilmembers discussed the motion and the importance of communication.

Donovan moved to call the question. The motion was seconded.

The motion to call the question carried by the following vote:
Aye: 6 - Donovan, Elenbaas, Frazey, Buchanan, Browne, and Kershner
Nay: 1 - Byrd

Browne's motion carried by the following vote:
Aye: 4 - Browne, Frazey, Donovan, and Buchanan
Nay: 3 - Elenbaas, Kershner, and Byrd

Lautenbach spoke about hearing the need for more communication and building trust. Councilmembers should use her as a resource for funneling communication to them and from them. We are all partners on the same team.

Stern answered a question about who makes decisions about resources that become available from State or Federal sources and requested that Councilmembers route questions through a way that can be distributed and then the right information given to them.

They confirmed that questions should be funneled through Lautenbach.

This agenda item was DISCUSSED.

2. AB2020-117 Discussion of strategies related to COVID-19

Frazey asked about the status of getting people internet access and computers for working and doing school at home. There are currently internet hotspots that people can access.

Byrd stated that Xfinity sent out a press release about expanding their program for more people to get internet and other services and also increased speeds on packages. Other providers are announcing similar programs.

The County's Information Technology Manager wrote an email today about inventory of computers that the I.T. department has.

Byrd also spoke about helping the people in the Shuksan care facility and others so they have less risk of getting infected with the COVID-19 virus. He will bring forward an ordinance for the next meeting.

Councilmembers continued discussion.

This agenda item was DISCUSSED.

OTHER ITEMS

Buchanan stated that AB2020-161 and AB2020-162 have been withdrawn from the agenda.

Byrd spoke about an offer from the Governor of National Guard assistance and setting up a field hospital.

Satpal Sidhu, County Executive, told the Council that he spoke on the phone with the Governor yesterday and talked with him about the National Guard, a hospital, extra supplies, PPE, and nursing personnel. He had another meeting with the three presidents of Western Washington University, Bellingham Technical College and Whatcom Community College. The Nursing Commission has asked that students who have graduated from the nursing program but are not yet certified to apply online for a waiver to be able to work in a capacity consistent with their level of education. He also talked to the presidents about personnel that may be needed for the Health Department and that they should prepare ways they could help (people, resources, or space) in case there is a surge of people in the hospital.

He spoke about what the Administration was trying to accomplish with the two withdrawn Emergency Ordinances and why they were withdrawn, asking (through the appropriate pipeline) the Unified Command and reporting on his conversation with the Governor about setting up a field hospital, and aslo asking the Governor about the possibility of sharing resources such as a hospital between a few rural counties.

Councilmembers discussed how often and when the policy group meets, setting up the next Special Council meeting for Tuesday, March 31, 2020 at 1 p.m., making decisions as the Health Board within those meetings, how to best to get information like the Executive just shared, and a request for all relevant information to be shared as a brief or report at the beginning of these meetings.

Jed Holmes, Community Outreach Facilitator, stated he could come up with a format that is concise and informative to deliver information to the

Councilmembers. He will plan on that for next Tuesday.

Councilmembers and Holmes discussed the press release he sent yesterday concerning the cluster of COVID-19 cases here, the need for more testing and more State assistance in securing tests and expanded facilities and said it was helpful. Maybe there could be a press release like that from the Executive's Office every couple days.

1. AB2020-161 Emergency Ordinance establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund

This agenda item was WITHDRAWN.

2. AB2020-162 Emergency Ordinance authorizing an interfund loan to finance cash flow for COVID-19 Emergency Response

This agenda item was WITHDRAWN.

ADJOURNMENT

The meeting adjourned at 2:48 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-049

File ID:	MIN2020-049	**Version:**	1	**Status:**	Agenda Ready
File Created:	04/06/2020	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Special Council for March 31, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Special Council Mar 31 2020

Whatcom County
Council (Special)

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - SPECIAL COUNCIL/HEALTH BOARD MEETING

Tuesday, March 31, 2020
1 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 1 p.m. on the virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

There was no Executive Report.

SPECIAL UPDATES AND DISCUSSION/ACTION ITEMS

1. AB2020-116 Update on COVID-19

Erika Lautenbach, Health Department Director, updated the Councilmembers on the following:

- The Whatcom Unified Command has changed their operational from seven days to four days (Monday through Thursday).
- The overarching goals of Whatcom Unified Command
- The objectives of the Unified Command sections for this operational period, including
    - OPERATION - monitoring the spread of disease at the Shuksan and other nursing facilities; supporting the drop-in center at Bellingham High School; supporting the food banks, providing testing and follow-up on those that have tested positive; providing technical assistance to primary care providers; ensuring continuity of operations for police, fire, and emergency medical services resources; developing and acting on plans for an isolation and quarantine facility for those at the drop-in center that show COVID-19-like symptoms; working to identify economic impacts and advise on strategies to mitigate impacts; and advising businesses on the Governor's stay-home order.
    - LOGISTICS - securing personal protection equipment (PPE) for all health care providers; working on coordinating and securing long term staffing for Emergency Operations Center (EOC) positions; and working to secure equipment and facilities to support all operations.
    - FINANCE AND ADMINISTRATION - working on

coordinating contracts for all of the above and keeping track of expenses related to Unified Command so we can be reimbursed appropriately.

- PLANNING - identifying facilities for expansion of hospital services; identifying facilities for treatment centers out in the county; identifying facilities for isolation and quarantine in communities outside of Bellingham; identifying personnel needed to staff and operate these surge facilities; and using data to model what the anticipated growth and spread timelines are in order to stay ahead of the game on getting these facilities operational.

- A decision made by the incident commanders to report to dispatchers confirmed cases of COVID-19 for first responders. A plan for how this will happen will be formed in the next couple days.
- A location has been identified for quarantine and isolation for those at the drop-in center that are showing symptoms and should be up and running by the end of this operational period.
- NW Laboratories is now able to take COVID-19 tests which will reduce the turn-around time of testing to about 24-48 hours. The Health Department is ramping up drive-through testing and Peace Health is also working on this. Peace Health has had staff onsite at the EOC every day and working with Unified Command on all the issues from a health care perspective.
- Filming public service announcements featuring City Mayors, the County Executive and City Councilmembers.
- Work by the Planning Section, the epidemiology team, partners from Western Washington University and others on local forecasting and modeling to identify what to expect. It is in draft form but the model shows a significant change if we lose momentum on social and physical distancing.

She answered questions about whether a recommendation will come from the Health Department to use the fastest testing method that they can, the need for personnel to staff surge facilities, community interest in widespread testing to figure out if there are people who have recovered and have antibodies so they could go back to work, addressing contracts with labs that might keep us from getting test results quickly, whether protocols around who gets tested will be loosened up, communicating with the public about the Planning Section's models for timelines and strategies to show the community what to expect and why choices are being made, and whether case data will be released to those creating the models.

Steve Oliver, County Treasurer, spoke about concerted efforts of various

counties to craft a policy about property tax due date extensions. He answered questions and spoke about his previous forecast for budget constraints; the County's cash flow; how the general fund now compares to the fund during the last economic downturn; and being careful how much they allow the general fund balance to drop.

Tyler Schroeder, Executive's Office, stated that he, Oliver and Brad Bennett, Administrative Services, have been discussing these issues and would like an opportunity for more thorough dialogue about it at the next Council meeting in the Executive Report.

Councilmembers continued to discuss the agenda item.

This agenda item was DISCUSSED.

2. AB2020-117 Discussion of strategies related to COVID-19

Councilmembers discussed ways for people to interact such as setting up drive-in movies, the importance of wearing masks and whether people should be encouraged to wear them when they go out, setting up hand washing stations at grocery stores, and whether grocery clerks should wear masks, and whether the motions made at the March 24, 2020 Council meeting have been addressed by the Health Department.

This agenda item was DISCUSSED.

OTHER ITEMS

1. AB2020-161 Emergency Ordinance establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund

The following people discussed this item with the Councilmembers:
Tyler Schroeder, Executive's Office
Brad Bennett, Administrative Services Department
Karen Frakes, Prosecuting Attorney's Office
Dana Brown-Davis, Clerk of the Council

Schroeder briefed the Councilmembers on the Ordinance and its purpose and he, Frakes, and Bennett answered questions about whether this is an emergency or standard ordinance, whether we are expecting to be reimbursed for this from Federal and State funds, whether the local match amount of 1.25 million dollars would come just from Whatcom County or also Bellingham, whether the ordinance contains more than one subject, whether expenditures and contracts from the four million dollar fund will still require Council approval, which fund the interfund loan would be authorized to come from, whether loaning Economic Development Investment (EDI) fund money is consistent with the Revised Code of

Washington (RCW) concerning the EDI fund, which version of the ordinances in the packet is most current since both list different funds, why they are not proposing to put the money into the Emergency Management Fund which is already established, what authority the Executive's Office is using, and whether the Council has ceded their legislative and budgeting authority to the Executive.

Councilmembers and staff continued to discuss the role for the Council and the Sheriff as listed in the Whatcom County Comprehensive Emergency Management Plan (CEMP), how much the City of Bellingham will contribute, not knowing what the projected balances will be and how the loan will impact the County budget, not knowing what the burn rate has been so far and what approved funds have been spent on up to this point, whether the Unified Command is run by the Sheriff's department, whether the Sheriff or his designee is putting together the budget and making decisions on how to respond to this emergency or whether it is in coordination with the Administration, the need for more information on the Unified Command spending protocols before adopting the ordinance, what would happen if the Council does not adopt the ordinance, the need to expedite some purchases, whether the decisions about spending come from the Unified Command or the Health Department, and a request to have more information and a plan for the money that's being allocated.

Buchanan moved that the Ordinance be adopted. The motion was seconded.

Schroeder, Bennett, and Steve Oliver, County Treasurer, answered questions and discussion continued about concerns that the money is coming out of the EDI Fund and will have to be paid back to that fund, the time frame in which the loan has to be paid back, whether Bennett is on the section of the Unified Command that determines what money will be used and where if it is over $40,000, the difference between this interfund loan process and the regular EDI fund loan process, how the ordinance could be amended so that everyone could agree on it, and what things would be delayed if adoption of the Ordinance is delayed.

Donovan moved to call the question. The motion was seconded.

The motion to call the question carried by the following vote:
Aye: 4 - Browne, Buchanan, Donovan, and Frazey
Nay: 3 - Byrd, Elenbaas, and Kershner

The motion to adopt the Ordinance failed (due to the lack of a 2/3 majority) by the following vote:

Aye: 4 - Buchanan, Donovan, Frazey, and Browne
Nay: 3 - Byrd, Elenbaas, and Kershner

Councilmembers and staff discussed what amount they would be willing to approve, having information about how long this event will be go on based on the models, whether the Administration could get the data that has been requested by tomorrow, and what data the Councilmembers are interested in.

Byrd asked about the burn down rate for the money that has already been allocated for the project, and Schroeder answered his question, listed projects the money has been used for and explained why the request in today's ordinance is an interfund loan through the EDI Fund. The dollars are going to the Unified Command and not the Health Department.

Councilmembers spoke about the need to have as much information as possible to make an informed decision, not cutting off debate before everyone gets questions answered, approving a lesser amount of money now and then increasing it as expenses go up, approving smaller amounts so the Council knows where the money is going, having a routine check-in point in order to understand how money is being spent up to that point in time, understanding the strategy that's moving forward, seeing the projected epidemiology model so they know how long the crisis is going to go on which will inform them how far approved money will go, knowing the general buckets into which the funds will go, comprehending why decisions are being made and understanding them, having an understanding of what the impact will be to the County financials, having a communications plan or a dedicated professional communications officer hired and put in charge of the Joint Information Center (JIC) to run all communications and talk the community routinely, understanding decision making and who has veto authority, how veto authority is being used, understanding the protocol that is going to be used once this budgeting process moves out of the Council's hands, what has already been spent, the projections for the future and the models they are based on, and the protocol that will be in place for directing those funds.

Byrd moved to amend the ordinance to change the amount from $4,000,000 to $500,000.

Oliver spoke about his observations of Bennett and Schroeder working hard to get the expenditure process at Unified Command under control so that we can see what the cash burn really looks like. This is not a regular purchasing circumstance. The best process will protect the general fund in

the end.

Byrd restated his motion. The motion was seconded.

Councilmembers discussed the requests stated today, and the motion.

Browne moved to amend Byrd's motion to change the amended amount to $1,000,000 instead of $500,000. The motion was seconded.

Councilmembers, Schroeder, and Brown-Davis discussed giving the Council more understanding of how the money will be spent; keeping the people and the Council informed; the possibility of the Administration coming back in two days with a protocol for the expenditure decisions, what has been spent to date, and an approximation of what we plan to spend it on; getting the epidemiology model; and what process the Emergency Ordinance needs to follow.

Browne withdrew his motion and proposed it as a friendly amendment.

Byrd accepted the friendly amendment.

Councilmembers and Schroeder spoke about emergency management language in the Whatcom County Code, and the intent of Byrd's motion to only change the interfund loan payable amount and the Contractual Services amount.

Byrd's amended motion carried by the following vote:
Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne
Nay: 0

**The motion to adopt the Ordinance as amended carried by the following vote:
Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Kershner, Browne
Nay: 1 - Elenbaas

***Due to procedural oversight, this ordinance was not officially adopted by the council; a replacement ordinance will be considered at a later date.*

The Odinance was ADOPTED AS AMENDED (see note) by the following vote:**

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-013

**Due to procedural oversight, this ordinance was not officially adopted by the council; a replacement ordinance will be considered at a later date.

2. AB2020-162 Emergency Ordinance authorizing an interfund loan to finance cash flow for COVID-19 Emergency Response

Tyler Schroeder, Executive's Office, explained how this ordinance would need to be amended to match what was adopted for AB2020-161.

Browne moved that the Ordinance be adopted.

Browne moved to amend the Ordinance to change the stated loan amount from $4,000,000 to $1,000,000. The motion was seconded.

Karen Frakes, Prosecuting Attorney's Office, answered questions about the process for amending an emergency ordinance.

Elenbaas moved the hold the ordinance. The motion failed for lack of a second.

The motion to amend the ordinance carried by the following vote:
Aye: 7 - Donovan, Elenbaas, Frazey, Kershner, Browne, Buchanan, and Byrd
Nay: 0

**The motion to adopt the Ordinance (see note) as amended carried by the following vote:
Aye: 6 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan
Nay: 1 - Elenbaas

Councilmembers and staff discussed getting information to the Council at the next Special Council meeting; not being able to make commitments about spending until the funds have been approved and are available; talking about protocols for expenditure decisions, what has been spent to date, and what things they plan to spend money on when the Administration believes there are additional needs for funds and brings them forward for consideration.

***Due to procedural oversight, this ordinance was not officially adopted by the council; a replacement ordinance will be considered at a later*

date.

Browne's motion that the Ordinance be ADOPTED AS AMENDED (see note) carried by the following vote:**

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-014

**Due to procedural oversight, this ordinance was not officially adopted by the council; a replacement ordinance will be considered at a later date.

ADJOURNMENT

The meeting adjourned at 3:34 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-050

File ID:	MIN2020-050	**Version:**	1	**Status:**	Agenda Ready
File Created:	04/06/2020	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Special Council for April 3, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Special Council Apr 3 2020

Whatcom County
Council (Special)

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - SPECIAL COUNCIL/HEALTH BOARD MEETING

Friday, April 3, 2020
1 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 1 p.m. on the virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the following:

- Additional Information provided to Council explaining interfund loans, the process for approval, and what happens once money is placed in a fund.
- Organizational improvements in the Unified Command including being more nimble, and faster and more efficient flow and release of information.
- Instruction given to Department heads about new contracts and spending. The budget planning schedule will go forward as planned.
- Acknowledgement of the Information Technology Department for setting up the technology to allow for virtual work and meetings.
- A tour of Peace Health intensive care units (ICU) which included seeing ICU expansion plans, new ventilators, and how surge demand will be met.
- The main aim to save lives and working together to fill any gaps in current needs.
- A possibility of coordination between the elected bodies of the counties of Whatcom, Snohomish, Skagit, Island, and San Juan for supplies and information. This would also include establishing a communication channel between the incident commanders.
- The message of love and hope is much stronger than fear and despair. We need to work together to overcome deficiencies.

Bill Elfo, Sheriff, gave an update about the Unified Command structure including long staff work hours, an improvement in in-going and out-going communications, coordination with the City of Bellingham and the Lummi Nation and a model being developed to mitigate the pandemic.

Councilmembers spoke about what the Council can do code-wise to help facilitate the needs of the Unified Command structure and having more collaboration and transparency with the Council moving forward.

SPECIAL UPDATES AND DISCUSSION/ACTION ITEMS

1. AB2020-116 Update on COVID-19

Erika Lautenbach, Health Department Director, listed the objectives of the Unified Command for the next four-day operational period.

- Establish isolation facilities to meet county-wide demand.
- Provide essential medical screening and care.
- Provide data-driven decisions on public health strategies.
- Set up a fatality management team under the Public Health group.
- Provide resources and supplies to help care facilities and first responders as requested.
- Identify critical functions and services.
- Maintain childcare for and monitor health of essential personnel.
- Minimize staffing at the Emergency Operations Center.
- Establish surge capacity capability in concert with the hospital.
- Monitor and assess agricultural and farming impacts and border restrictions.
- Monitor and assess impacts on local government ensuring compliance with state and FEMA guidance.

She updated the councilmembers on the following:

- Work on a strategic plan that will communicate priorities and decision-making about things such as guidance to medical providers on topic like who can be tested.
- Estimated cost for the next three months associated with a 60-bed isolation facility and how it compares with other types of care facilities based on acuity.
- A cost center that the Health Department created for COVID-19 expenses and how much has been billed to it so far.
- Concerns from staff who are working long hours about conversations regarding budget and staffing cuts after this effort.
- Work with the food safety supervisor to establish regulations for food service; and
- Presentation next week of a proclamation for National Public Health Week.

She answered questions about whether there will be Health Department guidelines for the farmers market opening next week, what the guidance coming out concerning testing will look like and a hope that it includes testing at congregate health care facilities, whether the Health Department

is looking ahead to expectations for what happens once restrictions are lifted if the virus is not yet destroyed, balancing the issue of the economy and saving lives in making decisions, concerns with the level of fatigue in Health Department workers, whether aforementioned costs are based on the assumption that we are paying normal prices for materials and labor or on the assumption that we could be paying hazard pay or paying more because we are bringing in outside contractors since existing staff have reached a level of fatigue, whether there is a forecast on how long this crisis might last so that the County can be thinking about how to stretch resources based on a worst-case scenario, what is included in the cost estimates for the 60-bed isolation facility and whether the Council could see a breakdown even if the Health Department is not solid yet on the details.

This agenda item was DISCUSSED.

2. AB2020-117 Discussion of strategies related to COVID-19

There was no discussion on this item.

This agenda item was considered but there was no discussion.

OTHER ITEMS

1. AB2020-165 Emergency Ordinance authorizing an interfund loan to finance cash flow for COVID-19 emergency response

Buchanan gave a summary about why this and the next ordinance on the agenda (AB2020-166) are coming before the Council.

Donovan moved that the Ordinance be adopted. The motion was seconded by Frazey.

Tyler Schroeder, Executive's Office, gave an update on the ordinance and read from a memo with supporting attachments outlining the protocol for expenditure decisions, emergency response expenditures to date, and a spending plan (on file). The ordinance would create a Unified Command COVID-19 fund and authorize an interfund loan utilizing dollars from the Economic Development Investment (EDI) Fund. Together, the two proposed ordinances would provide a loan needed for the community response and provide the cash flow needed prior to the Federal Emergency Management Agency (FEMA) Public Assistance Program reimbursement of some or all of those dollars in the future. They would allow the Executive to carry out contract approvals pursuant to and within the scope of the declaration that's been made.

The following people discussed the Ordinance with Councilmembers:

- Tyler Schroeder, Executive's Office
- Brad Bennett, Administrative Services Department
- Bill Elfo, Whatcom County Sheriff
- Dana Brown-Davis, Clerk of the Council

They answered questions about food expenses for the expanded Lighthouse Mission shelter at Bellingham High School and how they will change now that a contract with Bellingham School District has been agreed upon; making sure the County is not double-paying for property that is already owned and paid for by taxpayers; whether the funds to pay for costs related to the expanded shelter are coming out of the Department of Commerce Housing Grant; whether all of the spending is being included in the numbers for and filtered through Unified Command; whether past expenditures were included and paid with the COVID-19 cost center and not a cost to the County; whether any meetings and decisions of the Health Department or anyone else related to this health crisis are being recorded so that they can be reviewed later; whether this dedicated fund is going to reimburse the general fund for money previously appropriated; whether the EDI fund balance is only cash or cash and receivables; why the County would not reimburse the general fund for costs related to staff overtime and remote operation and whether money left in the general fund for those purposes would impact the ability to get reimbursed; whether Schroeder would be approving requests twice based on the purchasing guidelines since he is part of both Incident Command and the Executive's Office; whether reimbursement from FEMA would be used to pay back the EDI fund and what has been taken out of the general fund; and whether the finance section of the Unified Command is being run by Bennett or whether we are relying on volunteers to approve expenses under $10,000.

Frazey moved a friendly amendment to amend the ordinance to change the interfund loan amount from $1,000,000 to $4,000,000. The motion was seconded. (1:22:40)

Donovan accepted the friendly amendment.

Councilmembers and Elfo discussed the amendment, the need for accountability and oversight, trusting the Unified Command, and the need to act quickly on spending decisions.

Elenbaas suggested they approve the proposed interfund loan amount of $1,000,000.

Frazey stated she would be willing to withdraw the motion for a friendly

amendment if they could revisit it at the Tuesday, April 7 meeting.

Councilmembers and Sidhu continued the discussion about understanding what is needed to spend the money wisely so FEMA will approve and reimburse the funding, whether the Council is micromanaging, how often they are meeting, allowing the Administration to do their job, and getting the necessary tools and information for the Council to do their job.

Browne moved to call the question. The motion was seconded.

The motion to call the question carried by the following vote:
Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan and Elenbaas
Nay: 0

The motion to amend the proposed ordinance to change the interfund loan amount to $4,000,000 carried by the following vote:
Aye: 4 - Browne, Buchanan, Donovan and Frazey
Nay: 3 - Kershner, Byrd and Elenbaas

The motion to adopt the ordinance as amended failed by the following vote:
(*Clerk's note: An Emergency Ordinance requires an affirmative roll-call vote by two-thirds of the entire council)*
Aye: 4 - Buchanan, Donovan, Frazey and Browne
Nay: 3 - Byrd, Elenbaas and Kershner

Browne moved to amend the ordinance to change the interfund loan amount to $2,000,000. The motion was seconded.

Browne withdrew his motion as a point of order since the ordinance was already voted upon.

Councilmembers and Brown-Davis discussed the process for reconsidering the motion to adopt the ordinance.

Kershner moved to reconsider the motion to adopt the ordinance. The motion was seconded. (2:04:50)

The motion to reconsider carried by the following vote:
Aye: 7 - Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne and Buchanan
Nay: 0

Buchanan moved to adopt the original ordinance as presented. The motion was seconded by Elenbaas.

Councilmembers discussed the motion.

Donovan moved to amend the ordinance to change the interfund loan amount to $2,000,000. It was not seconded so ***Donovan withdrew*** his motion.

Councilmembers and staff discussed and clarified the amount being considered in the ordinance.

The motion to adopt the ordinance as presented with an interfund loan amount of $1,000,000 carried by the following vote:
Aye: 7 - Donovan, Elenbaas, Frazey, Kershner, Browne, Buchanan and Byrd
Nay: 0

Buchanan's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-015

2. AB2020-166 Emergency ordinance establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund

Byrd moved and Donovan seconded that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-016

OTHER BUSINESS

Frazey moved move to suspend all Special Health Board and/or Special County Council Meetings until May 4, 2020 unless called upon by the Executive, Unified Command, Unified Command Policy Group, or the Health Department. Regular scheduled meetings will continue as scheduled.

Buchanan asked if they could look at the schedule on Tuesday, April 7, 2020 with consideration of and trying to coincide with the operational

cycle schedule.

Frazey withdrew her motion until it could be discussed on Tuesday, April 7, 2020.

ADJOURNMENT

The meeting adjourned at 3:16 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-051

File ID:	MIN2020-051	**Version:**	1	**Status:**	Agenda Ready
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Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Regular County Council for April 7, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Council Apr 7 2020

Whatcom County Council

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE; AGENDA REVISED 4.6 AND 4.7

Tuesday, April 7, 2020
1 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

ANNOUNCEMENTS

EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, updated the Council on the following:

- The two main objectives of the Unified Commander, Bill Elfo, and himself as the County Executive are continuity of government services and saving lives.
- Protocols of social distancing are working in the state and in Whatcom County.
- The Unified Command is working to secure additional quarantine facilities and he has shared with the Council via email some of the cost estimate models.
- Discussions of the Unified Command team leaders about having a better flow of both internal and external communication.
- The Health Department's efforts to put out messages of prevention and preparedness to the public.
- The tireless work of the Emergency Operations Center (EOC) team, in the four weeks since the emergency was declared.
- Help from local refineries in kind, cash and help in the form of specialists sent to the EOC to help and offer their expertise.
- New Work Schedules assigned by department heads to County Employees including working from home or being assigned to the EOC.

Bill Elfo, Sheriff, spoke about the Unified Command being a coordination among various entities which necessitates the rotation of agency representatives. It might be worth considering a switch from a Unified Command structure to one involving a single incident commander who would oversee and direct the incident manager structure as a means to improved planning efficiency, decision making, communication and execution. This incident command would report to an executive committee

and be supplemented with agency representatives who could provide jurisdictional and subject matter advice. It would likely facilitate returning operational people to their primary positions. There would still be details to work out and City of Bellingham and County representatives have been meeting to hopefully come up with a consensus. The plan is to keep the Health Department involved in the process. There should also be a person assigned to assess longer term needs and associated strategic planning such as determining financial impacts from incurred expenses and loss of tax revenues. He answered a question about how a person chosen to oversee the process would be hired, and whether there would need to be an amendment to the County Code to say the director can appoint his designee.

Karen Frakes, Prosecuting Attorney's Office, stated a code amendment would not be necessary as long as they are working together which would be more efficient anyway.

OTHER ITEMS

1. AB2020-116 Update on COVID-19

Clerk's note: The Council Chair changed the order of the agenda and this item was discused later after AB2020-170. See below.

2. AB2020-170 Resolution proclaiming the week of April 6 - 12 National Public Health Week

Erika Lautenbach, Health Department Director, gave a summary of the resolution.

Browne moved and Donovan seconded that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-013

1. AB2020-116 Update on COVID-19

The following people spoke and answered questions:

- Tom Kunesh, Health Department Food Safety Supervisor
- Karen Frakes, Prosecuting Attorney's Office
- Erika Lautenbach, Health Department Director
- Tyler Schroeder, Executive's Office
- Brad Bennett, Administrative Services Department
- Dana Brown-Davis, Clerk of the Council
- Satpal Sidhu, County Executive

Kunesh briefed the Councilmembers on Health Department recommendations for food establishment relief options (document on file) for restaurants, bars and nightclubs.

Councilmembers and the above speakers discussed what the Council needs to do to implement the recommendations; whether salaries of Health Department food safety staff would be paid by FEMA relieving some of the need for the usual permit revenue; $252,000 just received from the State for COVID-19 activities that would help pay for staffing costs that are dedicated to the COVID-19 cost center; whether the Unified Fee Schedule would need to be amended and what would be required to accomplish that outside of the regular cycle. If the Council makes a motion to support implementing the recommendations the Executive would make an Executive order to update the fee schedule and the Executive's Office would bring forward an ordinance at a future Council meeting to make the change.

Councilmembers discussed the options presented by the Health Department.

Kunesh stated that the Unified Fee Ordinance establishes the amount of the fees and with respect to food service, Whatcom County Code 24.03 sets the term for permits.

Donovan moved to request the Health Department work with the Executive's Office to craft an ordinance and/or changes to the fee structure based on recommendations (on file) by the Health Department regarding food establishment relief options to bring back to the Council for consideration. The motion was seconded by Elenbaas.

Councilmembers and Kunesh discussed when they might see an ordinance, and the different options recommended by the Health Department.

Browne stated the extensions should also be applied to other types of permits which expire in the next 90 days.

Kershner suggested a friendly amendment to choose option three of the recommendations which extends permits only for restaurants, bars and nightclubs but not grocery and convenience stores.

Donovan accepted the friendly amendment.

Councilmembers and staff discussed whether there is a time frame that this

has to be done by, whether enforcement could be suspended until the ordinance can be adopted, the Health Department holding off on billing until a decision is made, whether the ordinance should be generalized to allow permit extensions for other types of permits or whether a separate ordinance would be needed, whether lost revenue could be submitted to FEMA for reimbursement, and whether fees could be forgiven for this timeframe if the County can be reimbursed.

Bennett stated that only Category B expenditures can be reimbursed which are lifesaving actions taken during the period of emergency. They are limited to actions taken to protect health and safety.

Councilmembers and Kunesh continued discussion about whether closing restaurants was a measure taken to protect life and safety, whether Business and Occupation Tax could also be considered, and whether the Health Department should include options for a three-month extension and a six-month extension.

The motion carried by the following vote:
Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas and Frazey
Nay: 0

Browne stated he'd like to meet again tomorrow.

Browne moved to request legal counsel review the Whatcom County Code to identify sections about permits that will expire and have penalties incurred in the period of time from the date of the emergency declaration to June 30, 2020 with the goal of extending permits and waiving penalties.

Byrd seconded the motion and ***suggested*** a friendly amendment that building permits and any licensing will push out to that same period of time.

Browne did not accept the friendly amendment.

Browne restated his motion and Councilmembers discussed the timeframe.

The motion carried by the following vote:
Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey and Kershner
Nay: 0

Browne moved to schedule a Special Council meeting for tomorrow at 2 p.m.

Brown-Davis and Councilmembers discussed the motion.

Browne withdrew his motion.

They continued on with the agenda item and Erika Lautenbach, Health Department Director, gave an update about COVID-19 and stated the objectives of the current Unified Command operational period:

- Establish isolation facilities to meet county-wide demand
- Provide essential medical screening and care
- County Health Officer to provide data-driven decisions on public health strategies
- Provide resources and supplies to healthcare facilities as requested
- Identify Critical Functions/Services (e.g., utilities, continuity of essential government services, public transportation etc.)
- Maintain Childcare for Essential Personnel
- Monitor Health of Essential Personnel
- Minimize Staffing in EOC
- Establish Surge Capacity Capability
- Assess agricultural, aqua cultural, fishery and farming impacts
- Monitor and assess impacts to board restrictions
- Monitor and assess impacts on local government ensuring compliance with state and FEMA guidance

She gave the following updates:

- The State has extended the ban on hunting and fishing until May 4, 2020.
- The Health Department has created a strategic plan which is currently out for review.
- She clarified the functions which are unique to the Health Department and not part of the Unified Command. They include doing rapid testing response when there is an outbreak at a care facility; drive-through testing for first responders, health professionals, people with underlying health conditions and people who have been exposed; operating the call center seven days a week and providing information to the public; doing case investigations and contacting those who might have been exposed when they identify a positive case; communicating with long term care facilities and nursing facilities to see if they have policies in case of an outbreak and enough personal protective equipment (PPE); providing guidance and recommendations on who should test; and communicating with health care providers through a health care

coalition.

She, Sidhu and Schroeder answered questions and discussed establishing additional isolation sites in the County which requires they be pre-approved with a FEMA application which can't happen until the Health Department and Health Officer sign the document as well. They discussed whether the Health Officer has written down what he needs to be able to sign, when that will be provided to him, when the documents will be signed off, whether money has to initially come from the County government and thus need Council approval for cashflow first before it gets reimbursed from FEMA, and whether there are any projects deemed necessary by the Health Department that are still waiting for Council approval.

Lautenbach answered a question about where the county is on the curve of the crisis and whether we know if we need additional facilities in the county. According to the CDC's pandemic flu framework we are still in the acceleration phase of this disease, but it is not clear where we are in the upslope of the bell curve. According to a recent article, the stay-home order has had positive impacts and whether or not people will stay home will change the trajectory. We are not out of the woods. What kind of facilities and how many we will need is still in question but we will need to prepare for the possibility of a surge. Unified Command is setting the stage for preparation so we aren't in a situation where the hospital is at capacity and there is nowhere for people to go who are in a critical dire situation.

Elenbaas stated that the Council has been supportive of requests for funding when there is a plan specifically communicated and they've also proven their ability to be nimble.

Lautenbach updated Councilmembers on the issue of PPE. The State has larger purchasing power and is buying PPE on behalf of local jurisdictions. They have contracts with a lot of national providers for the next 12 weeks and are spending tens of millions of dollars a week on PPE for statewide operations. They have a great pipeline for local jurisdictions to request and receive supplies so, though not yet out of the woods, the trajectory of availability is going up.

Councilmembers and staff discussed the following:

- Where the County is with the commitments that have been made or need to be made relative to the amount of money that has already been allocated. The Unified Command is looking at surge capacity and additional facilities for isolation and quarantine that would cost

as much or more than the Motel 6 quarantine facility and operations. It is hard to make commitments at Unified Command without having budget authorized.

- Whether the Health Department is documenting meetings and notes of those in health roles in the same fashion as the Unified Command so we can look back at it later and whether there is a policy in place to do so. All significant decisions to change operations or create policies or procedures are being documented. Lautenbach stated she sends an email to staff every morning instead of having the 8 a.m. calls they previously had. Elfo stated Unified Command meetings at 10 a.m. are recorded through GoToMeetings and a scribe when available.
- How much money has been allocated for the Motel 6 quarantine facility and whether there is enough allocated for a potential surge.
- The difference between quarantine and isolation, the use of the Motel 6 facility, why it is necessary and why there is a need for $295,000 for case management in a contract with the Lighthouse Mission. Isolation is used if someone is positive for COVID-19 and quarantine is used if someone has been exposed but is not showing symptoms. The Motel 6 would be used for people who cannot self-isolate and may not necessarily require medical attention. It includes more than just people who are homeless. There's been a shift from the message of self-isolating because we don't have testing capacity to having more testing capacity and not wanting to unnecessarily expose people if there are confirmed cases. Case management would be a useful tool to identify the potential needs of the community and how to address them so we can ensure compliance with people staying onsite.

This agenda item was DISCUSSED.

3. AB2020-175 Emergency ordinance authorizing an interfund loan to finance cash flow for COVID-19 emergency response

Councilmembers discussed a recent email to the Council from the Executive and the Sheriff about the importance of allowing for a budget item which would be used for cash flow for nimble decision-making to be accomplished by professionals in this community for running the emergency response, whether an emergency ordinance is needed, two ordinances scheduled for introduction today, and two emergency ordinances prepared today and emailed to Council for Council's consideration. Schroeder stated the $3,000,000 in the emergency ordinances would be spent on PPE, identifying other isolation facilities, continuation with medical surge preparations and for cash flow purposes.

Elenbaas moved to accept the emergency ordinances now for adoption (AB2020-175 and AB2020-174). The motion was seconded by Buchanan.

Browne noted a point of order that they need to consider one ordinance at a time and ***suggested*** that they consider the interfund loan ordinance first (AB2020-175).

Elenbaas accepted the point of order and friendly amendment.

Councilmembers and Schroeder discussed differing models of when the peak of the crisis will or has occurred, adopting the ordinance without a plan and a pre-approved application to FEMA, projections of where the County is heading as it relates to revenue loss and increased expenses, support for the Motel 6 facility because it will ultimately save money and critical hospital space, the fact that that money will be paid back to the Economic Development Investment Fund if it is not needed and spent, not getting information that the Council has asked for, not having plans yet for people in care facilitates, rebuilding trust, and giving more information to the Council.

Elenbaas' motion that the Emergency Ordinance be ADOPTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

Enactment No: ORD 2020-017

4. **AB2020-174** Emergency ordinance amending the Whatcom County 2020 Budget, Request No. 10, in the amount of $3,000,000

Browne moved to adopt the Emergency Ordinance. The motion was seconded by Donovan.

Councilmembers discussed the motion, whether the money can be used for quarantine facilities outside of Bellingham, what can be done for people who are homeless and vulnerable in the county and smaller cities outside of the City of Bellingham, the lack of clarity on where the money is going, why the money has not gone to taking well people from senior living facilities and placing them somewhere else and what groups of people the Motel 6 facility will be used for.

Browne's motion that the Emergency Ordinance be ADOPTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

Enactment No: ORD 2020-018

5. AB2020-117 Discussion of strategies related to COVID-19

Tyler Schroeder, Executive's Office, answered a question about how this crisis will impact the County from a budget perspective and how the County will make up one sixth of its revenue due to the lack of shopping, business and occupation tax, property tax, spending by Canadian shoppers, people not working and defaults on loans. He stated he and Brad Bennett, Finance and Administrative Services Department, are working on that and will come back to Council with that information once it is ready.

This agenda item was DISCUSSED.

6. AB2020-157 Request authorization for the County Executive to award Bid #20-15 and enter into a contract between Whatcom County and Granite Construction Company, for annual hot mix asphalt Prelevel work on Lummi Reservation in an amount not to exceed $436,003.05

Clerk's note: The discussion on this item also applies to AB2020-158.

The following people spoke and answered questions:

- Tyler Schroeder, Executive's Office
- Gina Miller, Public Works Maintenance and Operations
- Brad Bennett, Administrative Services Department
- Satpal Sidhu, County Executive

Miller briefed the Council on the item.

Byrd moved and Elenbaas seconded to hold in Council until such time as they have an updated budget from the Executive's Office.

Miller and Schroeder answered questions about whether there are time constraints on the item, whether work done on Lummi Reservation land is tied to a contract for the renewal of the ferry terminal lease and whether the County has an obligation to do the work as part of the ferry operations, whether the roads involved are accessed by county citizens, whether these are road fund dollars, whether road fund dollars can be used for other services in the county or borrowed and put into another fund, whether road fund dollars come from our gas tax and how much gas tax money has been lost along with other impacts from lost revenue, the cost of deferred

maintenance if they wait, and how high on the priority list the chip seal program is.

Schroeder stated the road fund is there to accomplish the operation and maintenance of our roads. The maintenance crew does a really fine job and these dollars will be going to a local company. These are important expenditures and he recommends moving forward with this item and the next item, AB2020-158.

Councilmembers, Miller and Bennett discussed how it is not about the job that staff is doing, moving forward without understanding the ramifications of what we are looking at economically, making a decision on spending money on a project without knowing how long this crisis will last, whether prices have dropped since this contract was put in place, whether waiting on this contract would make it impossible to do the work, whether there would be time to put it out to bid again and could that be done given the status of these bids, what the process and timeline would be to go back out to bid on this project, and whether there is a date the work must be done.

Buchanan asked Byrd if he'd like to withdraw his motion to hold until getting an updated budget. Byrd stated he did not want to withdraw his motion.

Schroeder stated the Administration could provide some information in two weeks on the road fund impacts and there has to be consideration and understanding of the way that County budgets are done through siloed funds.

Councilmembers discussed whether the biennial budget information needs to be provided now, going back out to bid on these projects, knowing what the projections are and what we think the road fund will look like over the next year or year and a half.

Schroeder stated they could provide an estimation of what the road fund is and how that will play out in two weeks if they wait to make a decision on this.

Councilmembers discussed the motion and whether the roads are prioritized for work based on their current state.

Donovan suggested a friendly amendment to hold until they can get an update on the road fund and how these projects fit in to the Public Works Department's priorities.

Byrd stated he would accept it as adding more clarity to his motion but ***did not accept*** it as an amendment to his motion.

Councilmembers discussed the motion.

Sidhu stated he has asked the Department Heads to revisit their priorities and projects and he and Schroeder answered a question about how wholistic of a look at the budget or what other information or compromise on the budget could be provided to the Council in two weeks. (02:32:00)

Byrd withdrew his motion.

Councilmembers concurred that the Administration should bring back information on what the Council has requested in the past plus the information on the road fund relative to these two projects. They concurred that these two agenda items (AB2020-157 and AB2020-158) should be withdrawn today and scheduled on the agenda in two weeks along with a report by the Administration.

Browne moved to put these two contracts AB2020-157 and AB2020-158 back out for bid. The motion was seconded by Byrd.

Schroeder, Bennett and Councilmembers discussed the motion, a request to wait on the motion until the Administration can provide more background as it relates to the timing of that, whether they can change the bidding process so it wouldn't take as long to move forward and how long it would take to get the desired information from the Administration and then put it out for bid.

The motion failed by the following vote:
Aye: 3 - Elenbaas, Browne, Byrd
Nay: 4 - Donovan, Frazey, Kershner, Buchanan

Kershner asked for clarification on the motion, Brown-Davis asked as a point of order that each agenda item be voted on separately.

Browne moved to put the contract expressed as AB2020-157 back out for bid. Elenbaas seconded the motion.

The motion carried by the following vote:
Aye: 4 - Elenbaas, Kershner, Browne, Byrd
Nay: 3 - Donovan, Frazey, Buchanan

This agenda item was WITHDRAWN and a motion was approved..

7. AB2020-158 Request authorization for the County Exectutive to award Bid #20-16 and enter into a contract between Whatcom County and Granite Construction Company, for hot mix asphalt Prelevel at various locations (non-Lummi Reservation) work in an amount not to exceed $628,535.00

Clerk's note: This item was included in the discussion on AB2020-157. See that agenda item for details.
Browne moved to put the contract back out for bid. The motion was seconded by Elenbaas.

The motion carried by the following vote:
Aye: 5 - Elenbaas, Kershner, Browne, Buchanan, Byrd
Nay: 2 - Frazey, Donovan

Schroeder and Councilmembers discussed that they would still like to get information about the road fund balance and how this project fits into the priorities of the Public Works Department.

This agenda item was WITHDRAWN and a motion was approved.

8. AB2020-147 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Bellingham to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

Elenbaas moved and Frazey seconded that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Donovan moved to remove items three and four from Introduction (AB2020-168 and AB2020-169). The motion was seconded by Browne.

Sidhu requested to leave those two items on the agenda and introduce them so that way the Council can decide whether or not to consider them in two weeks.

Browne withdrew his second of the motion.

Donovan withdrew his motion.

Elenbaas moved to withdraw items three and four from Introduction (AB2020-168 and AB2020-169). The motion was seconded by Byrd.

The motion failed by the following vote:
Aye: 3 - Byrd, Elenbaas and Kershner
Nay: 4 - Buchanan, Donovan, Frazey and Browne

Browne moved to add a fifth item to introduction (**AB2020-173 Ordinance establishing a process for information to be disclosed to the Division of Emergency Management, the County Executive, the County Health Board and the public during a public health emergency**). The motion was seconded by Buchanan.

Byrd stated he would like to move that it pass today as an emergency ordinance.

Karen Frakes, Prosecuting Attorney's Office, stated that the ordinance possibly meets the criteria to be an emergency ordinance but it doesn't have the necessary language in it to make it an emergency ordinance. You would have to actually add an emergency finding to it and designate it an emergency ordinance in order to do that. She answered whether it could be re-tooled into an emergency ordinance and brought back to the Council in two days.

Councilmembers discussed the motion and Browne stated he would like to leave it for introduction now. If they could bring forward a new ordinance as an emergency ordinance for consideration in two days they could remove this one. The Councilmembers concurred to bring forward an emergency ordinance in two days and if it does not get adopted, this ordinance would be considered at the next regular Council meeting.

Kershner moved to reconsider the vote adopting AB2020-046 (Ord 2020-004) amending the 2020 Whatcom County budget, request no. 4, in which they approved $93,202 for the Executive to fund the Community Outreach Facilitator position.

Frakes asked whether action has been taken on the ordinance after adopting it.

Schroeder stated that the position has been hired.

Frakes stated that in light of that she does not think it is appropriate to

reconsider the ordinance.

Kershner withdrew her motion and asked that the Administration reconsider its decision to spend that money on that position.

The motion to add a fifth item to Introduction (AB2020-173) carried by the following vote:
Aye: 7 - Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne and Buchanan
Nay: 0

Frazey moved that all five items be introduced. The motion was seconded by Donovan. See votes on individual items below.

1. AB2020-163 Ordinance amending the 2020 Whatcom County Budget, request no. 9, in the amount of $390,689

Frazey moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

2. AB2020-164 Ordinance closing the Lighthouse Marine Park Improvement Fund 362

Frazey moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

3. AB2020-168 Ordinance amending the Whatcom County 2020 Budget, Request No. 10, in the amount of $3,000,000

Frazey moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

4. AB2020-169 Ordinance authorizing an interfund loan to finance cash flow for COVID-19 emergency response

Frazey moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

5. AB2020-173 Ordinance establishing a process for information to be disclosed to the Division of Emergency Management, the County Executive, the County Health Board and the public during a public health emergency

Frazey moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Buchanan read the following into the record: In compliance with the Governor's Proclamation 20-28 and in consultation with legal counsel, I ***move*** the Council suspends all meetings, including meetings held remotely, of County boards, commissions, and advisory committees unless:
1. The agenda is necessary to novel coronavirus (Covid-19) response; or
2. The agenda items are routine and necessary as defined by the updated Open Public Meetings Act general guidance from the Office of the Attorney General of March 26, 2020.

This motion WILL REMAIN IN EFFECT during the duration of the proclamation.

If a board, commission, or advisory committee holds a meeting that meets both requirements, the agency should provide public notice on its online agenda of how the public may remotely attend a meeting, listing the details such as a call-in phone number and access code, or login instructions.

The motion was seconded by Browne.

Karen Frakes, Prosecuting Attorney's Office, answered a question about who makes the designation about whether it fits the criteria. She stated that this motion just states what the law at this time is. It will be a very unusual agenda item that meets the criteria outside of the Health Board or Council Meetings.

Elenbaas suggested a friendly amendment that the Council Chair will make

that determination.

Buchanan accepted the friendly amendment and clarified it would be in consultation with legal counsel.

Donovan stated this would only apply to Executive-appointed and Council-appointed commissions.

Byrd asked if this could be written up and voted on as the Health Board on Thursday April 9, 2020, since it seems the Health Board could make it apply county-wide.

Dana Brown-Davis, Clerk of the Council, Frakes and Councilmembers discussed whether there would be boards meeting in the meantime, confusion about what meetings should be canceled because of a previous motion to cancel meetings until they could be held remotely, and the Governor's action since that time to suspend certain portions of the Open Public Meetings Act and impose limitations on meeting agendas as a result of those suspensions. This motion reflects the current state of the law.

The motion as amended carried by the following vote:
Aye: 7 - Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd and Donovan
Nay: 0

Buchanan updated the Councilmembers on setting up a Peace Health tour, participation in a five-county regional Council/Executives meeting and a proposed schedule for special and regular Council meetings which can be taken up at the next meeting.

Dana Brown-Davis spoke about what agenda items should be scheduled for Thursday, April 9, 2020 including the ordinance proposed by Browne as an emergency ordinance and the discussion of future dates for the special Public Health meetings. Councilmembers discussed having no Health Department update on the agenda unless it is necessary.

ADJOURN

The meeting adjourned at 4:15 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-052

File ID:	MIN2020-052	**Version:**	1	**Status:**	Agenda Ready
File Created:	04/13/2020	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Special Council for April 9, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Special Council Apr 9 2020

Whatcom County
Council (Special)

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - SPECIAL COUNCIL

Thursday, April 9, 2020
1 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

ANNOUNCEMENT

EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, requested that they revert back to meeting every two weeks. He listed the various staff members who have to be involved in the meetings and spoke about the time commitment that is required. The Health Department Director and Unified Command senior staff are stretched to their limits answering questions from some of the Councilmembers. Elected bodies in most other jurisdictions are meeting less often. He suggested that the Council could meet as often as they like but he would let his staff and other people know to attend every two weeks. Council could send them emails of their conclusions and discussions and they will attend to them and get back to the Council as soon as they can.

SPECIAL UPDATES AND DISCUSSION/ACTION ITEMS

1. AB2020-117 Discussion of strategies related to COVID-19

Buchanan responeded to Sidhu's request in the Executive Report for the Council to meet every two weeks and stated they had planned to discuss this today. He reported that he talked to Erika Lautenbach, Health Department Director, and they decided to suggest meeting on an eight-day cycle which is every other first day of an operational period plus meet on the regularly scheduled Council Meeting dates since those are required by the Charter. He presented a proposal for an upcoming schedule of meetings (on file).

Donovan moved to adopt the proposed schedule as presented and Elenbaas seconded.

Byrd suggested a friendly amendment to meet once a week but change the time so it does not correspond to the 3 p.m. small city meetings on Tuesdays and Thursdays.

Councilmembers and Sidhu discussed the reason for the proposed schedule, whether meetings on Tuesdays and Thursdays could be kept to two hours so

that they could attend the small city meetings, scheduling Tuesday and Thursday meetings at 11 a.m., Department Heads only attending every two weeks, making sure meeting items are in the scope of the Governor's order and meeting only on the regular Council meeting schedule.

Donovan withdrew his motion ***and moved*** to meet on the regular County Council meeting schedule and when called upon by the Unified Command or when someone needs them for special reasons. The motion was seconded by Frazey.

Buchanan stated the plan would be to start at 11 a.m.

Byrd asked if they would still vote on the emergency ordinance today or whether they would need to wait for two weeks to consider the regular ordinance (AB2020-173) on the same topic that was introduced.

Councilmembers and Brown-Davis discussed the motion and agreed that it temporarily he held until discussion of the next agenda item.

This agenda item was DISCUSSED. See motion on this item below.

OTHER ITEMS

1. AB2020-176 Emergency ordinance establishing a process for information to be disclosed to the Division of Emergency Management, the County Executive, the County Health Board, and the public during a public health emergency

Browne clarified that he put forward a normal ordinance (previously introduced as AB2020-173) and was not the one who requested it be on this agenda (AB2020-176) as an emergency ordinance. He is happy for the ordinance to go through the normal ordinance process and not particularly pushing for it to be presented as an emergency ordinance.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed the motion, the fact that an emergency ordinance would have to be updated after it expires, how two ordinances came to be presented, the process for going forward with the regular ordinance or the emergency ordinance and the rationale for waiting to consider the regular ordinance.

Donovan moved and Browne seconded that the Ordinance be WITHDRAWN. The motion carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan and Frazey

Nay: 3 - Byrd, Elenbaas and Kershner

Absent: 0

SPECIAL UPDATES AND DISCUSSION/ACTION ITEMS

1. AB2020-117 Discussion of strategies related to COVID-19

Clerk's note: This is a continuation of a discussion from earlier in the agenda. See AB2020-117 above.

Buchanan returned to the earlier motion to meet on the regular County Council meeting schedule and when called upon by the Unified Command or when someone needs them for special reasons, and to have a start time of 11 a.m.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed the motion and the meeting time and concurred that the starting time should be 12:30 p.m.

The amended motion to meet at 12:30 p.m. on the regular County Council meeting schedule and when called upon by the Unified Command or when someone needs them for special reasons carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas and Frazey
Nay: 0

Byrd gave the following updates from today's meeting of the Whatcom Unified Command Policy Group meeting:

- They heard a presentation about the issue of food security including the goal to provide food security to all Whatcom County residents in need during the pandemic.
- Having more conversations about social distancing and giving people more options to be engaged in activities and the possibility of having to cancel Fourth of July events.
- A status update about how Unified Command is looking to move to a single command structure.
- How elected officials can answer questions about where Whatcom County is on the curve of the crisis and whether people can start going to events.

Buchanan and Sidhu briefed the Council on the meeting yesterday of the Northwest Regional Coordinated Response to COVID-19 with Whatcom, Skagit, Island, Snohomish and San Juan Counties. Each counties shared its respective status. Coordination makes it possible for counties to share resources. Buchanan will send a summary to the Councilmembers and they discussed whether other Councilmembers can be involved or listen in to the

meetings.

Elenbaas spoke about local food systems and stated events like this show the need to have a very strong ability to provide our food locally and the short sightedness of the Council on land use policy has hindered our ability to fully exploit the local food system.

Frazey spoke about the opportunity to sign up for automatic updates from the Unified Command on whatcomcovid.com.

Sidhu thanked the Council for amending the Council's meeting schedule going forward.

Bill Elfo, Sheriff, stated he appreciates the Council's support and all that they are doing.

This agenda item was DISCUSSED AND A MOTION WAS APPROVED.

ADJOURNMENT

The meeting adjourned at 1:38 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-053

File ID:	MIN2020-053	**Version:**	1	**Status:**	Agenda Ready
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Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for April 21, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Committee of the Whole Exec Apr 21 2020

Whatcom County
Council Committee of the Whole-Executive Session

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - EXECUTIVE SESSION

Tuesday, April 21, 2020
12:30 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 12:30 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

Attorneys Present: George Roche and Brandon Waldron.
Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1) (i)]. Executive session will conclude no later than 1:58 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Donovan moved to go into executive session until no later than 1:58 p.m. to discuss the agenda items pursuant to the RCW citations as announced by the Council Chair. The motion was seconded by Browne.

The motion carried by the following vote:
Aye: 6 - Kershner, Browne, Buchanan, Donovan, Elenbaas and Frazey
Nay: 0
***Absent**: 1 - Byrd (**Clerk's note: Councilmember Byrd joined the meeting after this vote*)

1. AB2020-181 Discussion of pending litigation with Deputy Prosecutor George Roche: Cooper as personal representative of Estate of Paula Jefferson v. Whatcom County, et al. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)].

This agenda item was DISCUSSED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 12:58 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

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Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

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Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-054

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Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Regular County Council for April 21, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Council Apr 21 2020

Whatcom County Council

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, April 21, 2020
1 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

EXECUTIVE REPORT

Satpal Sidhu, County Executive, read a memo into the record (on file).

Bill Elfo, Sheriff, updated the Council on the plan to change the organizational structure of the Incident Command System from a Unified Command to a single Incident Commander and a Deputy Incident Commander which will improve decision making and communication, cut down on inconsistencies, and only require two people on rotation as opposed to 12. The Incident Commander will be Scott McCreery, Emergency Management Director from the Port of Bellingham and also currently serving as the Planning Chief in the Unified Command. The Deputy Incident Commander will be Andy Day from the Bellingham Fire Department. The transition will take place on Thursday, April 22, 2020. The Incident Commander will report to the Executive Committee and the Executive will link in with the Policy Committee to keep everyone informed. Looking to the future and long-term strategies, they may consider adding someone with economic background to do forecasting and make predictions.

The following people spoke and answered questions:
Tyler Schroeder, Executive's Office
Brad Bennett, Administrative Services Department
Steve Oliver, County Treasurer

Councilmembers and staffed discussed a project-based budget of 1.6 million dollars for a County financial system replacement which is currently on hold and could be returned as a mitigation measure to the General Fund with Council approval; two projections of the General Fund

cash flow balance - one falling below five million dollars in September of this year if mitigation measures are not put in place and the other taking mitigation into consideration; the projections for loss of revenue; what actions were taken in response to revenue loss in the recession of 2009; how much money was saved at that time and actions being taken now being similar to those in 2009.

The County won't have additional good information on revenue for this year until later in the year. The State has delayed the filing for sales tax revenue so it is a big unknown at this point. As far as property tax is concerned, they used their best judgment for how much will be coming in. They figured we would have two really bad months and then would start climbing out of the hole, but until they get some real data they don't know what they are up against. The Administration will continue to look at the projections and assumptions as time goes on and continue asking departments where their revenues are and how they are moving forward.

Bennett answered whether assumptions about department-related revenues are based on what we know has been lost so far and whether they take into account things like the proposed ordinance providing permitting relief to food establishments which would decrease revenue. They have been talking to the departments to find out what is going on right now and it's been somewhat encouraging but they won't know until they have some actual numbers. They looked line by line at revenues and knew the revenue from permits would be down but did not coordinate with the Health Department for that estimate. They project that fee for service activities will be the most impacted. He stated they did not look specifically at the overall percentage of the reduction in revenue and the overall forecasted change in expenses but have instead focused on how to keep the organization solvent throughout the year.

Councilmembers and Bennett discussed focusing on cash flow, that the estimates may be too optimistic, that numbers from the 2007-2008 recession may prove to be inaccurate, planning for a more significant hit, and a current estimate that revenues will be down by nine million dollars.

Oliver spoke about measures taken in the last recession and stated the mitigation actions outlined today by the Executive were just the initial steps they took back then. We will not know if this response will be adequate until we have more information and there will likely be more incremental steps taken as we get more economic and financial data. If the County exerts as much effort on economic recovery as we are now on the COVID-19 pandemic there will be some heavy lifting in our community to

get the economy back moving.

Councilmembers and Schroeder discussed looking at the possibility of reallocating expenses or projects so that they are investing in things such as Public Works projects that are going to have a larger economic impact on and stimulus to our economy; the formation of an internal work group made up of representatives from the Finance, Treasurer's, Public Works and other Departments which will come back to the Council with additional projections and information when it becomes available; sending questions to that group through Schroeder; whether the work group could be expanded to include some Councilmembers; figuring out thresholds and what actions should be taken if they occur and then putting a plan in place; Councilmembers identifying what the goals are as it relates to budgeting and what they want to achieve so the administration has that information as guidance when they are looking at projects; being cautious to not base assumptions on March and April since the community stockpiled supplies during that time meaning an economic drop-off would come later in April and May; factoring in the possibility that things may be running at half speed for the next 18 months; maybe working on these issues in the Finance and Administrative Services Committee; and the amounts of the General Fund and the overall County budgets and how they relate to estimated revenue loss.

OTHER ITEMS

1. AB2020-116 Update on COVID-19

Erika Lautenbach, Health Department Director, updated the Council on the following:

- Health Department support of the transition to a Single Incident Command structure.
- Unified Command operational period objectives which will be sent to Council via email.
- The testing strategy of the Health Department. Supplies are more available and testing labs have the ability to take more tests than before, they are working with private providers to be able to test everyone who is showing any kind of symptoms and the Health Department is still doing drive-by testing. The Health Department can not take on more capacity due to limited staffing and resources.
- Training of environmental health and other Health Department staff to do more contact investigations and to reach out to more "concentric circles" of people than just those who have been in contact with someone who has tested positive for COVID-19 including people who have been exposed to someone who has been

exposed to someone else who has been exposed to a positive case. This is labor intensive but needed so they are trying to ramp up staffing. They have contacted the State and the State is working to assist in the effort.

- The role of the Public Health Advisory Board Task Force which is to provide businesses with technical assistance to encourage and promote social distancing and infection control. This is work that will begin as early as next week.
- Conversations with the State about what is to come on May 4th and hopefully hearing more from the Governor on steps toward recovery.

She answered questions about the purpose of the Public Health Advisory Board Task Force, how many members should be in that group; whether some may not have direct experience in operating a business; how they will choose who will be in the group; the need for another group that will talk about what re-opening will look like and how she sees those two groups working together; an economic recovery group already formed within the Unified Command which will look at broad economic impacts and how it compares with the advisory board; getting a document from the Health Department that outlines the mission of each of the groups and what boundaries they will work within; and who is on the current economic recovery group at the Unified Command. Don Goldberg from the Port of Bellingham is the chair of that group.

This agenda item was DISCUSSED.

2. AB2020-117 Discussion of strategies related to COVID-19

The following people spoke and answered questions:

John Gargett, Division of Emergency Management
Erika Lautenbach, Health Department Director
Tara Sundin, Unified Command
Brad Bennett, Administrative Services Department
Tyler Schroeder, Executive's Office
Steve Oliver, County Treasurer

Gargett and Lautenbach discussed with Councilmembers the work of the Economic Impact Task Force which was set up as a result of the 158 different responses to a Small Business Association (SBA) declaration for our county. The task force generally works outside of direct Unified Command and is chaired by Port of Bellingham's Don Goldberg. He answered question about the plans for agriculture and construction trades.

Lautenbach and Gargett answered questions about a Facebook & Carnegie Mellon University COVID-19 Symptom Map which is mapping data across the country and shows what percentage of people have flu or COVID-19-like symptoms and how the data from that study relates to the County's projections; whether we are getting information from the hospital on their capacity levels; how much of our spread has come from interactions at businesses that are currently open and whether our mitigation measures are successful. There are a number of ways that businesses have been working to keep customers and employees safe. The Health Department is noticing changes in behavior and attitudes about the Stay Home Stay Healthy order and it is a concern.

Gargett summarized the status of the Motel 6 which was purchased as a quarantine and isolation facility. As of today all necessary contracts are in place, six rooms are ready to be occupied, three are set aside for medical staff and office work, a guard shack and a fence are in place, they are waiting for an order of additional mattress covers so additional rooms can be opened up, the cost of security cameras was exorbitant so those were put on hold, McDonalds has been contracted with to provide food on Sundays, and fridges and microwaves have been ordered but are on back order.

Councilmembers and the speakers discussed why the County has contracted for the expenses but only has six rooms open and whether those rooms are filled. Many contracts have been written based on the number of occupants, but some expenses such as staffing and security for the facility will be a constant. The facility will be operational as of April 22, 2020 but they don't expect a high amount of people coming in the next couple of days. The challenge to opening more rooms has been procuring the needed supplies and the strategies for getting them have changed daily. The goal is to get rooms ready in blocks of ten rooms at a time as the need requires, starting with 20 rooms. They discussed why more rooms are not available; whether the County will be able to recoup the money they are putting into the motel later; the possibility of asking for donations of the needed supplies; what costs will be reimbursed by FEMA and the timeline for reimbursement; how to more rapidly open the remaining rooms or whether the facility should be open at all, whether there is an alternative plan if there are only six people being served; whether the hospital will contribute resources and financing to the facility; whether the Motel is just a COVID-19 facility; and whether, if the hospital does have plenty capacity, we could pause the contracts for food and other expenses until those things would be needed.

This agenda item was DISCUSSED.

3. AB2020-163 Ordinance amending the 2020 Whatcom County Budget, request no. 9, in the amount

of $261,127 (revised from original proposed amount to include only essential items)

There was no staff report on this item.

Browne moved and Donovan seconded that the Ordinance be adopted.

Tyler Schroeder, Executive's Office, answered questions about whether this item is essential and whether there are potential projects that would be shovel-ready if the County receives stimulus money, whether the Northwest Annex is currently housing the Planning and Development Services Department and whether the plan is to bring that existing building to the ground. The plan for a new building would be to have 30,000 square feet of office space which could potentially house other departments as well. There is also a round-a-bout project which is on the six-year plan for Public Works. Potential uses for the office space might include the Planning and Development Services Department, the Health Department, the Road Department of Public Works, or a satellite Sheriff's Office facility. The dollars would allow for capital planning research and planning to determine answers to that question. He answered whether this project is one of many included in a list of $250,000,000 worth of projects, whether any property that might be freed up by moving departments could be sold, and whether the Facilities Department has been considered for this location.

Browne's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-019

4. AB2020-167 Request authorization for the County Executive to amend a contract between Whatcom County and U.S. Department of Agriculture, Forest Services Baker Lake overtime patrols modifying the Annual Operating Plan in the amout of $21,900.00 for 2020 with estimated period beginning May 1, 2020 and ending September 30, 2020 and updates to the contact information for Whatcom County

This agenda item was WITHDRAWN.

5. AB2020-168 Ordinance amending the Whatcom County 2020 Budget, Request No. 10, in the amount of $3,000,000

This agenda item was WITHDRAWN.

6. AB2020-169 Ordinance authorizing an interfund loan to finance cash flow for COVID-19

emergency response

This agenda item was WITHDRAWN.

7. AB2020-171 Request authorization for the County Executive to enter into a grant agreement between the Whatcom County Flood Control Zone District and the Department of Ecology, in the amount of $7,550,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Kershner moved and Donovan seconded that the Contract (FCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

8. AB2020-172 Request authorization for the County Executive to award bid #20-17 and enter into a contract between Whatcom County and Combined Construction, Inc. for the Flynn Road Fishtrap Creek Bridge No. 51 Repair Project in the amount of $38,434.50

Donovan moved and Frazey seconded that the Bid Award be Authorized.

The following people spoke:
Tyler Schroeder, Executive's Office
Jon Hutchings, Public Works Department Director

Hutchings briefed the Council on the item and stated that spending these dollars in order to be able to present to the stimulus opportunities an aggressive capital program so that people can be put to work on these projects is an important component of the whole economic recovery conversation. All of these contracts require that contractors present a COVID-19 response plan. He answered whether money from the Road Fund can be transferred to the General Fund. Road funds cannot be transferred to the General Fund but there is some ability for other funds to borrow from the Road Fund. He answered where the Flynn Road Fishtrap Creek Bridge is and explained why the work is necessary, whether this request anticipates the reduced revenues coming in from the gas tax, and how they might be looking at supplementing this budget to spend as much as possible on Public Works projects to kickstart the economy. Public Works has a preliminary stimulus project list put together at the request of the Executive.

Donovan's motion that the Bid Award be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

9. AB2020-177 Emergency ordinance amending the 2020 Whatcom County Budget, request no 11, in the amount of $154,946

Frazey moved and Browne seconded that the Emergency Ordinance be adopted.
Tyler Schroeder, Executive's Office, briefed the Council on the Emergency Ordinance and stated this item is connected to AB2020-179 which is up for Introduction.

Councilmembers discussed why there are two ordinances for consideration.

Frazey's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-020

10. AB2020-173 Ordinance establishing a process for information to be disclosed to the Division of Emergency Management, the County Executive, the County Health Board and the public during a public health emergency

Donovan asked about which version they would be considering.

Browne moved to amend the ordinance in the Agenda Packet to incorporate the changes he proposed in a version which he emailed to the Council (on file as Browne's Proposed Edits for Consideration 4.21.2020). The motion was seconded by Donovan.

Councilmembers discussed the motion to amend.

Buchanan stated a point of order that there needs to be a motion to adopt the ordinance first before amending it.

Browne withdrew his motion to amend ***and moved*** that the ordinance be adopted. The motion was seconded by Donovan.

Browne moved to amend the ordinance in the agenda packet to incorporate the changes he proposed in a version which he emailed to the Council (on file as Browne's Proposed Edits for Consideration 4.21.2020). The motion

was seconded by Donovan.

Councilmembers discussed why the Administrative Director should be removed, the role of the Health Board and the proposed amendments, and who the Administrative Director is.

The motion to amend carried by the following vote:
Aye: 6 - Frazey, Kershner, Browne, Buchanan, Byrd and Donovan
Nay: 1 - Elenbaas

Byrd moved to amend the ordinance to remove the requirement of a super majority vote from Whatcom County Code 24.01.040 section C subsection (ii) in Exhibit A:

> (ii) provide a brief daily update to the public in a format and level of detail as approved by the ~~super~~ majority vote of the County Health Board.

The motion was seconded by Elenbaas.

Councilmembers discussed the intent of the vote being a super majority as opposed to just a majority and the reasons to remove the requirement.

Byrd withdrew his motion to amend.

Byrd moved to amend the ordinance to remove section D in Exhibit A. The motion was seconded by Kershner.

Councilmembers discussed the motion, a recommendation to strike the section by the Executive Office (on file as Executive's Additional Proposed Edits for 4.21.2020), the reasons why it should be stricken and the intent of Councilmember Browne in including the section.

Tyler Schroeder, Executive's Office, spoke about why the Executive's Office recommended to strike section D. They were not sure what the drafter intended.

The motion to amend carried by the following vote:
Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan and Elenbaas
Nay: 0

Byrd asked about section C subsection (i) and who decides what's relevant information and Councilmembers discussed the language and the intent of the section.

Kershner moved to amend section C subsection (i):

> (i) disclose all ~~relevant~~ information ~~which, in the opinion of~~ requested by the emergency management division, County Executive, or County Health Board, that is required to perform their respective duties effectively.

The motion was seconded by Donovan.

The motion to amend carried by the following vote:
Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey and Kershner
Nay: 0

Byrd stated he thought the intent of the ordinance was to provide more transparency and more access to the information so that information would flow to the community as well as the councilmembers. He acknowledged a concern that the number of questions asked by councilmembers may have caused additional workload on the Health Department staff. That could have been alleviated if councilmembers had direct access to information without having to go through the Health Department. He asked about adding a third subsection to section C that would say these parties would all have access to the systems or the information to get the information directly so they wouldn't have to go through the Health Department for every question.

Councilmembers discussed the motion and the fact that the Council does not have direct access to any of the other department systems and that personally protected information may be in that system.

Satpal Sidhu, County Executive, stated that Whatcom is a Charter County but that may be an argument to be a Commissioner County. He also spoke about the Council in the roles of the Health Board and the Flood Control Zone Board of Supervisors. Information should be available when Council requests it but changing the code is not necessary.

Councilmembers and Sidhu discussed that none of the information the Health Board will gain from the ordinance is information above and beyond what they would be able to get with a public records request, it just sets the time frame so that information gets to them in a timely manner in an emergency; that the Council is not trying to tell the Health Department what they should be doing; whether the Executive has more privilege to information than the Council; and the division of powers as stated in the Charter.

Elenbaas moved to call the question. The motion was seconded by Frazey.

The motion to call the question carried by the following vote:
Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Kershner and Browne
Nay: 1 - Byrd

Browne's motion that the Ordinance be ADOPTED AS AMENDED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-021

INTRODUCTION ITEMS

1. AB2020-179 Ordinance amending the 2020 Whatcom county Budget, request no. 11, in the amount of $154,946

Buchanan asked if this item still needs to be introduced since the emergency ordinance was just adopted (AB2020-177). Tyler Schroeder, Executive's Office, stated the Administration will need it to be introduced so that they can make the ordinance permanent.

Donovan moved and Frazey seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

1. AB2020-188 Ordinance supporting a thoughtful approach to doing business in Whatcom County during the COVID-19 pandemic

Elenbaas brought forward an emergency ordinance and ***moved*** that the Emergency Ordinance be adopted. He read the ordinance into the record. The motion was seconded by Kershner.

Elenbaas explained the reason for proposing the ordinance. He stated that councilmembers need to have the political will to do the right thing to help the people in their district.

Karen Frakes, Prosecuting Attorney's Office, stated the ordinance is in direct violation of the governor's proclamation. Regardless of political will you simply don't have the power to do something like this. It is illegal and whether this is a resolution or an ordinance there are problems with it

because the Council would be directing people basically to disregard the Governor's proclamation by supporting a resolution that's worded in this way.

Councilmembers and Frakes discussed knowing what mitigation measures work; the fact that the County does not have the power to supersede the Governor's proclamation; other jurisdictions that have attempted similar resolutions; why local businesses that offer like goods to those listed in the ordinance are not allowed to be open; who decided what projects were safe to do and what guidance was used; whether it is too soon to open businesses; whether the Governor's orders are following lawfulness and whose shoulders it falls on to do the right thing; conveying to the Governor what councilmembers think is important to do; making sure there are systems in place first for businesses so that they can open safely; and the need for a plan for how things will move forward and how businesses will reopen.

The motion that the Emergency Ordinance be adopted failed by the following vote:
Aye: 2 - Elenbaas, Byrd
Nay: 5 - Frazey, Kershner, Browne, Buchanan and Donovan

Elenbaas moved to introduce the ordinance as a regular ordinance. The motion was seconded by Donovan.

Elenbaas' motion that the regular Ordinance be INTRODUCED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. AB2020-189 Ordinance providing permitting relief to food establishments

Byrd moved to adopt AB2020-189 which was sent via email to Councilmembers. The motion was seconded by Frazey.

Councilmembers discussed options for the ordinance including an Executive Order.

Cathy Halka, Council Office Legislative Analyst, answered a question about the Executive Order and Satpal Sidhu, County Executive, stated he had indicated that he would sign it.

Councilmembers, Tyler Schroeder, Executive's Office, and Frakes discussed the ordinance and the process for adopting it. The Executive would sign the Executive Order and then the Council would follow up with the ordinance which could be introduced today or on May 5, 2020.

Byrd withdrew his motion to adopt as a point of order and ***moved*** that it be introduced. The motion was seconded by Frazey.

Byrd's motion that the Ordinance be INTRODUCED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES CONTINUED

Browne stated he emailed a version of AB2020-173 that had scrivener's errors and ***moved*** to reconsider the ordinance. The motion was seconded by Donovan.

Kershner stated her previous motion to amend is not reflected in the corrected ordinance. She read her motion to amend section C subsection (i):

(i) disclose all ~~relevant~~ information ~~which, in the opinion of~~ requested by the emergency management division, County Executive, or County Health Board, that is required to perform their respective duties effectively.

Cathy Halka, Council Office Legislative Analyst, stated that no change needs to be made to the ordinance. The only word that didn't get transcribed is the word "that."

Frakes stated no action is required.

Browne withdrew his motion to reconsider.

Report from Committee of the Whole

Donovan read the following motion from Committee of the Whole Executive Session:
I hereby ***move*** to approve defense and indemnification of: Bill Elfo, Wendy Jones, Stuart Andrews, Adam Miller, Cheryl Cardinal, Matt Turner, Jason McDonald, Matthew Charroin, Time Kiele, Jeffery Hindman, Violet Ignashova, Miriah Brown, and Joshua Farmer, named in Cooper as personal

representative of the Estate of Paula Jefferson, et al. v. Whatcom County, et al. Whatcom County Superior Court Cause No. 20-2-00581-37.

The motion was seconded by Browne.

The motion carried by the following vote:
Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey and Kershner
Nay: 0

ADJOURN

The meeting adjourned at 4:50 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

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Kristi Felbinger, Minutes Transcription

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Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Regular County Council for May 5, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Council May 5 2020

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Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE;

Tuesday, May 5, 2020
1 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 2 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

ANNOUNCEMENTS

EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, read a report (on file) into the record which included the following topics:

- The good work of the Unified Command
- Approaching Harvest Season for Local farms
- Water adjudication, Agricultural Water Board and Planning Unit
- Holding certain virtual meeting of certain Boards, Commissions and Committees
- Opening of Whatcom County economy

He answered questions about and Councilmembers discussed a draft letter requesting the Governor for a variance on holding virtual meetings of certain Boards, Commissions and Committees and whether the Planning Unit should send their own letter.

Donovan moved to have the Chair of the Council sign a letter with the Executive. The motion was seconded by Frazey.

The following people spoke and answered questions:

- Karen Frakes, Prosecuting Attorney's Office
- Tyler Schroeder, Executive's Office

Councilmembers and staff discussed allowing certain boards and commissions to meet before getting businesses back open, whether the letter had been re-written to reflect concerns expressed to the Executive's Office by Karen Frakes, whether a request should be made for a variance or for an amendment to the proclamation, and what the requested amendment should apply to.

Frakes and Schroeder referred to a letter written by Frakes expressing her concerns about the draft letter as it was written. Schroeder stated the substance of the correspondence from Frakes was that Frakes indicated that the request should not be framed as a variance for Whatcom County but instead it should be a request to change the terms of the proclamation that was just extended that's applicable to local jurisdictions and that it should go both to the Governor and to the legislative leadership because it is a waiver of the Open Public Meetings Act. The limitation of agenda items was adopted as kind of a trade-off for the sacrifice of important public participation provisions in the act. It would be needed to ask for a new interpretation both from the Governor and from the four corners of the Legislature to allow for necessary and routine which is indicated in that proclamation to open some additional public participation and some additional meetings remotely so that they can continue some of the policy discussions that are important for moving forward. The Executive's Office is happy to amend the letter to that effect.

Byrd spoke about what types of meetings he thinks would be appropriate for a virtual format.

Donovan amended his motion to have the Chair of the Council sign a letter with the Executive with the edits as discussed with Ms. Frakes. Frazey agreed to the amended motion.

Frakes and Schroeder answered questions about why there are restrictions on virtual meeting agendas to only address essential matter, and whether there is a way to accommodate public comments in virtual meetings.

Donovan repeated his motion to have the Chair of the Council sign a letter with the Executive with the edits as discussed with Ms. Frakes.

Councilmembers and the other speakers discussed not approving a letter until they have a final copy of it, advocating for opening the community and not just boards and commissions, whether signing the letter could be put off for two weeks, and that sending this letter is not mutually exclusive from sending a letter to open parts of the economy. Frakes will work with the Executive's Office to edit the letter, will consider any proposed changes from Councilmembers and will talk to the Chair about any substantial changes.

The amended motion carried by the following vote:
Aye: 4 - Buchanan, Donovan, Frazey and Browne
Nay: 3 - Byrd, Elenbaas and Kershner

Frakes clarified that as she receives suggested changes from Councilmembers it would not be appropriate to incorporate changes that expand the scope of the letter.

OTHER ITEMS

1. AB2020-116 Update on COVID-19

Erika Lautenbach, Health Department Director, updated the Council on the following:

- Unified Command is continuing to explore additional isolation and quarantine facilities and there is currently one guest at the existing facility.
- As it pertains to case investigations, the Health Department is able to make same-day contact with positive cases and they are able to make contact with close contacts of confirmed cases within one to two days.
- The Health Department received a green light to recruit a volunteer administrator. Lautenbach thanked the Public Works Department for donating 400 hours a week of staff time to the Health Department for various functions.
- Health Department staff member James Hayes was awarded the volunteer of the year by Bellingham School District for work he does unrelated to the Health Department to help out the school district.
- The Health Department has more testing capabilities. Northwest Laboratories alone can take 2,400 tests a day. Testing supplies are in place to reach their benchmarks, but what's not in place is the supply of tests themselves. The guidance changes and causes confusion about who should be tested. Currently anyone who has symptoms that are mild or severe and needs medical care or hospitalization should be tested and anyone who has the standard symptoms or symptoms such as headaches, loss of taste or smell, shaking with chills and muscle aches. Peace Health and Northwest Laboratories have more testing capacity just in the last week. The Health Department's role in testing is to test symptomatic people who are health care workers or first responders, close contacts with identified cases, involved in an outbreak or cluster scenario, or even asymptomatic if they have been identified as a close contact with a confirmed case or if there is a risk of exposure related to an outbreak or cluster. They also test people with no insurance.
- Antibody testing is helpful only in that it tells what is happening just

at this moment. If someone tests positive for antibodies there is an assumption that they have an immunity to COVID-19, but they don't know whether that person has full or partial immunity, how long that immunity lasts and whether it is natural immunity or from an exposure. They are exploring a population-based test to get an idea of the actual incidence in the community. This will help with more accurate modeling.

She answered questions about a recent letter from Whatcom County farmers and whether there will be equitable access to resources for testing and for isolation and quarantine for large numbers of farm workers and people who don't have insurance, whether anyone seeking testing is being turned away and whether the population-based test would be done during a certain time period. There are no shortages of testing supplies and personal protection equipment (PPE). The only limitation is getting people in to be tested. She answered questions about people living in close quarters and how they will deal with that as farm workers come to work, where they are at with the Motel 6, what money has been spent and what has been committed, why the guest at the quarantine facility is not in the hospital, whether the cost goes down since there is just one guest, whether we have had to do any involuntary quarantining in Whatcom County, what she knows about private groups in the county setting up quarantine facilities, when they can expect data that would enable them to establish thresholds and goals for the maximum number of positive cases for maintaining hospital availability so that can be shared with the community, how businesses are already learning mitigation measures, the intent of the task force and how much of the spread of the virus is coming from smaller businesses as opposed to larger box stores.

This agenda item was DISCUSSED.

2. AB2020-117 Discussion of strategies related to COVID-19

Buchanan asked if there were any strategies or ideas they would like to discuss and there were none.

This agenda item was DISCUSSED.

3. AB2020-186 Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Kiera-Duffy property through the Purchase of Development Rights (PDR) Program

Donovan moved that the Contract be authorized and Frazey seconded.

Becky Snijder van Wissenkerke, Planning and Development Services Department, gave a staff report on the item and stated it is a time sensitive issue. She answered questions about what the County's contribution would be to the ultimate purchase and when we have to make a decision to pay the County's portion, whether in the future the County might be spending Conservation Futures Funds and not dollars out of the general fund and whether the grants could be sent back if they deem they cannot spend money from the Conservations Futures Fund.

Tyler Schroeder, Executive's Office, answered whether money could be borrowed from this fund and paid back in the future.

Snijder van Wissenkerke answered whether this contract is to secure two development rights. There are two different projects and one is the next agenda item AB2020-187.

Donovan's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. AB2020-187 Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Squalicum Forest property through the Purchase of Development Rights (PDR) Program

See AB2020-186 for discussion on this item.

Donovan moved and Frazey seconded that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

5. AB2020-193 Request authorization for the County Executive to amend a contract between Whatcom County and Washington State Military for the FY2017 Operation Stonegarden Program grant replaces Revised Attachment 2, Work Plan/Budget including amending the amounts of the budget categories and replacing the approval letter and Personnel Cap Waiver

Doug Chadwick, Under Sheriff, briefed the Councilmembers on the item.

Browne moved and Kershner seconded that the Interlocal be AUTHORIZED.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

6. AB2020-188 Ordinance supporting a thoughtful approach to doing business in Whatcom County during the COVID-19 pandemic

Elenbaas moved that the Ordinance be adopted and Byrd seconded.

Elenbaas updated the Council on why he believes the ordinance should be adopted.

Karen Frakes, Prosecuting Attorney's Office, stated she expressed her opinion on it at the last meeting.

Councilmembers discussed putting the language forward as a letter to the Governor as opposed to an ordinance, the legality of the ordinance, proposing it as a resolution and a letter, whether the Governor's rules are justified, allowing less restriction since there is a failure to communicate on a State and Federal level why people should be doing what we are currently doing, upholding the Constitution, upholding the laws according to Councilmembers' oath of office, listening to the will of the people and support for the intent of the ordinance.

The motion that the Ordinance be adopted FAILED by the following vote:
Aye: 2 - Byrd and Elenbaas
Nay: 5 - Frazey, Kershner, Browne, Buchanan and Donovan

Frazey stated if the Public Health Advisory Board resolution (AB2020-210) is approved she would suggest Elenbaas bring a letter forward at the next Council meeting with a resolution to send to the Governor.

Kershner moved to approve the language of the ordinance in letter form. There was not a second.

Councilmembers and Frakes discussed crafting a letter, sending the draft ordinance as it is to the Governor for his consideration with a letter, and translating the ordinance to a letter and combining it with the Public Health Advisory Board resolution (**AB2020-210**) if approved.

Frakes stated she would be willing to be involved in writing the letter.

Kershner amended her motion to ask legal counsel Karen Frakes to support the Council in writing a letter to send to the Governor with the general ideas that are in the proposed ordinance. The motion was seconded by Buchanan.

Councilmembers and Frakes discussed the process of writing a letter and Kershner repeated her motion.

The motion carried by the following vote:
Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas and Frazey
Nay: 0

Final action: A motion was approved 7-0 and Elenbaas' motion that the Ordinance be Adopted FAILED by the following vote:

Aye: 2 - Byrd, and Elenbaas

Nay: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Absent: 0

7. AB2020-189 Ordinance providing permitting relief to food establishments

Browne moved that the ordinance be adopted. The motion was seconded by Frazey.

The following people spoke and answered questions:

- Erika Lautenbach, Health Department Director
- Tom Kunesh, Health Department
- Tyler Schroeder, Executive's Office

Councilmembers and staff discussed whether the extension period should be for three months or six months, whether the fees go to the general fund or the Health Department fund, whether the Health Department is providing the service for which they are waiving the fee, and how they figure the extension of the term of the permit.

Buchanan asked Browne if he would be willing to specify which option he would like the motion to pertain to. Browne did not specify an option at this point.

Discussion continued about whether there was a way to know which businesses are open or not, whether the Health Department has been billing businesses since April, needing a definition of effective business since some businesses are still operating effectively, which types of businesses

would be excluded from the extension and being mindful that every time they give one segment of the community a break on costs they are going to have to ask another segment of the community to pick up those costs.

Browne specified the option and ***amended*** his motion that the Ordinance be adopted with an extension of four months. The motion to adopt with a four-month extension failed for lack of a second.

Buchanan moved that the Ordinance be adopted and that they choose the six-month option. The motion was seconded by Byrd.

Discussion continued about whether they risk having public health and safety issues to the public by extending the permits and whether they are still doing inspections.

Dana Brown-Davis, Clerk of the Council, answered a question about a point of order and confirmed that the motion they just voted for was to adopt the ordinance with the six-month option.

Buchanan's motion that the Ordinance be ADOPTED with the six-month option carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-022

8. AB2020-185 Resolution authorizing Whatcom County Executive Satpal Sidhu to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office (Office) Washington Wildlife and Recreation Farmland and Forestland Preservation project grants

Becky Snijder van Wissenkerke, Planning and Development Services Department, gave a staff report and answered whether this is how this has been done in the past.

Donovan moved and Frazey seconded that the Resolution be APPROVED.

Discussion continued with Snijder van Wissenkerke and Tyler Schroeder, Executive's Office, about whether the Council is giving the Executive authority to make any decisions relating to this grant without having to come back to the Council.

Donovan's motion that the Resolution be APPROVED carried by the

following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: Res 2020-014

9. AB2020-202 Emergency ordinance establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

Browne moved that the Ordinance be adopted. The motion was seconded by Kershner.

Browne briefed the Council on the proposed ordinance.

Councilmembers discussed the ordinance, how this would work with the proposed Public Health Advisory Board (PHAB) Task Force (AB2020-210), what problem the ordinance is trying to solve and whether it would be better as a resolution.

Erika Lautenbach, Health Department Director, spoke about the differences between the infection control work that the Health Department is doing and economic recovery and development work. The Health Department's role with the PHAB is to level the playing field for small business that do not have resources and provide help to work through any regulatory or financial barriers which is where the economic development piece kicks in.

Councilmembers discussed that this is about aligning and making sure there is no overlap between the roles of the Health Department, the PHAB, the Regional Economic Partnership and others.

Steve Oliver, County Treasurer, stated the ordinance would create an opportunity for the business community and the Health Department to work collaboratively and bring back recommendations to their business peers and to the Council.

Councilmembers continued to discuss the ordinance and its intent.

Tyler Schroeder, Executive's Office, complimented the intent of the ordinance and spoke about the discussion and coordination that has taken place since it was proposed. He suggested that they table the item and then introduce in two weeks and have Don Goldberg, Associate Development

Organization (ADO), come and give an update.

Councilmembers discussed the goal of the ordinance, businesses learning from the past and learning how to do business in new ways, meeting the immediate needs of businesses, and possible amendments to the ordinance language including removing the $50,000 allocation.

Browne stated he would like to take this up as a regular ordinance in two weeks and to get input from Don Goldberg.

Dana Brown-Davis, Clerk of the Council, answered a question about the process to withdraw the item.

Browne withdrew his motion to adopt ***and moved*** to withdraw the ordinance from the agenda. The motion was seconded by Donovan.

Browne's motion that the Ordinance be WITHDRAWN from the agenda carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

10. AB2020-205 Emergency ordinance amending the Whatcom County 2020 Budget in the amount of $50,000

Donovan moved and Browne seconded that the Ordinance be WITHDRAWN. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

11. AB2020-144 Request authorization for the County Executive to enter into a contract between Whatcom County and Sea Mar Community Health Centers to administer the Law Enforcement Assisted Division (LEAD) Program, in the amount of $288,778

Vanessa Martin, Prosecuting Attorney's Office, briefed the Council on the contract and answered a question about why there is a risk of being out of compliance.

Donovan moved and Buchanan seconded that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

12. AB2020-141 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) to obligate federal construction funds for Goshen Road/Anderson Creek Bridge No. 248 Replacement, in the amount of $450,000

Tyler Schroeder, Executive's Office, stated it is planned construction. He answered whether the grant accounts for 100% of the $450,000 obligated by the Local Agency Agreement for preliminary engineering funds.

Frazey moved that the contract be authorized. The motion was seconded by Donovan.

Discussion continued about the amount of money that would come from the Road Fund right now and how many Public Works Department employees it will keep employed or whether it will go out for bid to a contractor.

Jon Hutchings, Public Works Department Director, answered a question about whether the County has in-house expertise to keep the work in-house.

Frazey's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

13. AB2020-143 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) to obligate federal funding for the Horizontal Alignment Advisory Speed Review Project in the amount of $110,778

The following people briefed the Council on the Contract:

- Jon Hutchings, Public Works Department Director
- Jim Karcher, Public Works Department

Donovan moved that the Contract be authorized. The motion was seconded by Buchanan.

The speakers and Councilmembers discussed whether the County has problems with people being non-compliant, where we buy the signs from and whether guard rails are made from aluminum.

Karen Frakes, Prosecuting Attorney's Office, and Hutchings answered whether there are restrictions that the County must buy local first, whether that requirement could be put in place and whether we could buy American Aluminum.

Donovan's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

14. AB2020-210 Resolution to convene a Task Force on Employer Infection Control and Social Distancing Guidance

The following people briefed the Council on the resolution and answered questions:

- Erika Lautenbach, Health Department Director
- Chi-Na Stoane, Health Department, and Public Health Advisory Board (PHAB) Chair

Browne moved that the Resolution be approved. The motion was seconded by Frazey.

Councilmembers and the speakers discussed language in the resolution supporting the desire to allow smaller, locally-owned stores to reopen; why a resolution is necessary as opposed to just releasing guidance and asking businesses to voluntarily comply; whether the Health Department has received a lot of calls to complain that businesses or employers are not complying with recommendations and how many of those situations have been traced to disease spread; whether the Health Department has the ability to enforce their recommendations; making sure the goal is to provide resources for business and not creating road blocks; what they hope this task force will accomplish; how many people will be on the task force and why so many have applied; and the task force's goal of creating equality of opportunity, structure for business owners and communication.

Elenbaas moved that the Resolution be amended to add a sixth item to the list in the last paragraph:

6. All recommendations will be forwarded to the Whatcom County Health Board if action is required. The motion was seconded by Byrd.

Councilmembers and the speakers agreed that this is implied in the PHAB's role.

Elenbaas withdrew his motion.

Browne's motion that the Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2020-015

INTRODUCTION ITEMS

Kershner moved to introduce items one through eight. The motion was seconded (see votes on individual items below).

1. AB2020-194 Ordinance amending the 2020 Whatcom County Budget, request no. 12, in the amount of $77,641

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

2. AB2020-195 Ordinance amending the 2020 Whatcom County Budget, request no. 7, in the amount of $250,000 (Supersedes Ord. No. 2020-008)

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

3. AB2020-196 Ordinance amending the 2020 Whatcom County Budget, request no. 8, in the amount of $1,155,821 (Supersedes Ord. No. 2020-012)

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

4. AB2020-197 Ordinance establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund (Supersedes Ord. No. 2020-016)

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

5. AB2020-198 Ordinance amending the 2020 Whatcom County Budget, Request No. 10, in the amount of $3,000,000 (Supersedes Ord. No. 2020-018)

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

6. AB2020-199 Ordinance amending the 2020 Whatcom County Budget, request no. 11, in the amount of $154,946 (Supersedes Ord. No. 2020-020)

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

7. AB2020-200 Ordinance authorizing an interfund loan to finance cash flow for COVID-19 emergency response (replaces Ord. No. 2020-015 and Ord. No. 2020-017)

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

8. AB2020-204 Ordinance (interim) establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

Kershner moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers discussed adding the Finance and Administrative Services Committee back to the agenda to discuss the budget items, budget being only discussed in Special Committee of the Whole, and acknowledging friends and neighbors who will lose their jobs at the Alcoa plant.

Dana Brown-Davis answered a process question about how to gather feedback on an introduced ordinance.

Kershner requested an update from the Administration on the Asian hornet.

Tyler Schroeder, Executive's Office, stated that the WWU Extension may help with that.

ADJOURN

The meeting adjourned at 6:21 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-056

File ID:	MIN2020-056	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/11/2020	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for May 5, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Committee of the Whole Exec May 5 2020

Whatcom County
Council Committee of the Whole-Executive Session

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, May 5, 2020
12:30 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 12:30 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

Attorney Present: None.
Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.140(4)(a). Executive session will conclude no later than 1 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Donovan moved to go into executive session until no later than 1 p.m. to discuss the agenda items pursuant to the RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:
Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey and Kershner
Nay: 0

1. AB2020-201 Update on negotiations and planning strategy discussion regarding collective bargaining [Discussion of this item may take place in executive session (closed to public) pursuant to RCW 42.30.140(4)(a)]

This agenda item was DISCUSSED.

Other Business

Adjournment

At 1 p.m., Dana Brown-Davis, Clerk of the Council, announced that the executive session would extend to no later than 1:30 p.m.

At 1:28 p.m., Dana Brown-Davis, Clerk of the Council, announced that the executive session would extend to no later than 2 p.m.

The meeting adjourned at 1:55 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-059

File ID:	MIN2020-059	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/22/2020	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:		**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for May 19, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Committee of the Whole Exec May 19 2020.pdf

Whatcom County
Council Committee of the Whole-Executive Session

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Committee Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, May 19, 2020
12 PM
Virtual Meeting

COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

Attorney Present: None.
Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.140(4)(a)]. Executive session will conclude no later than 1 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Browne moved to go into executive session until no later than 1 p.m. to discuss the agenda items pursuant to the RCW citation as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:
Aye: 7 - Browne, Buchanan, Byrd, Elenbaas, Frazey, Kershner, Donovan
Nay: 0

AB2020-215 Update on negotiations and planning strategy discussion regarding collective bargaining
[Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140(4)(a)]

This agenda item was DISCUSSED.

Other Business

Adjournment

The meeting adjourned at 12:51 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-064

File ID:	AB2020-064	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	01/28/2020	**Entered by:**	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Ordinance Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance finalizing a revised system of assessment for Drainage Improvement District No. 5

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance would adopt a revised system of assessment to provide revenue for Drainage Improvement District No. 5. The revised system of assessment is similar to the current system but is based on more accurate base mapping and utilizes automated routines to reduce the potential for errors. The District Supervisors set the final assessment amount to be collected for the district

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/11/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed ordinance

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR

RIVER AND FLOOD
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042
Phone: (360) 778-6230
Fax: (360) 778-6231
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MEMORANDUM

TO: The Honorable Satpal Singh Sidhu Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

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

RE: Drainage Improvement District No. 5 Assessment Revision

DATE: January 27, 2020

Enclosed is an Ordinance titled Finalizing A Revised System Of Assessment For Drainage Improvement District No. 5 for your review and signature, subject to a public hearing.

- **Requested Action**

The County Engineer respectfully requests that the County Executive and the County Council adopt an Ordinance revising the system of assessment for Drainage Improvement District No. 5. District Supervisors are in support of the revised system of assessment for the District.

- **Background and Purpose**

This ordinance adopts a revised system of assessment based on new and more accurate information to provide revenue for Drainage Improvement District No. 5. The revised system of assessment is similar to the current system; the assessment for each parcel is generally based on a combination of the relative ratio of benefit or use and the acreage within the District. Each property owner pays a proportionate share based on the resulting total benefit value within their parcel.

Updated and more accurate parcels, topography and soils information was used to develop a revised benefit zone map; this map is used with an automated routine to calculate the basis for each parcel's individual assessment. The final fee paid is determined from this basis along with the total assessment amount set by the district Supervisors. The revised system provides a more accurate and equitable assessment of benefits. In addition, a one acre minimum parcel size is being proposed to account for the increased runoff generated by higher density development.

Notices are being sent to each of the affected property owners informing them of the hearing and their specific assessment fee under the past and proposed systems of assessment.

Please contact Paula Cooper at 6285, if you have any questions or concerns regarding this matter.

Encl.

PROPOSED BY: PUBLIC WORKS
SPONSORED BY: PUBLIC WORKS
INTRODUCTION DATE: February 11, 2020

ORDINANCE NO. _____

FINALIZING A REVISED SYSTEM OF ASSESSMENT FOR DRAINAGE IMPROVEMENT DISTRICT NO. 5

WHEREAS, the governing body of Drainage Improvement District No. 5, at their meeting held on June 14, 2018 for said District, supported revising the system of assessment for said District to improve the accuracy and equity of assessments; and

WHEREAS, a revised preliminary system of assessment for Drainage Improvement District No. 5 has been prepared by the County Engineer (see attached) and public notice has been provided, as required by RCW 85.38.160 (2); and

WHEREAS, said system of assessment will improve the accuracy and equity of assessments; and

WHEREAS, said system of assessment will improve efficiency by enabling the automation of the annual assessment roll generation process; and

WHEREAS, a public hearing on said system of assessment was scheduled for and held on March 24, 2020;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the system of assessment for Drainage Improvement District No. 5, prepared by the County Engineer and/or changed by the County Council, is just and equitable. Accordingly, the system of assessment, as attached, is hereby approved and finalized and the assessments set forth are hereby levied for each parcel of land in said District; provided that any parcel assessment that is less than the cost of billing and collection shall be cancelled if no other tax, fee, or assessment is levied against the parcel. Initially, the cost of billing and collection shall be deemed to be one dollar ($1.00) with any increase subject to agreement of the County Treasurer and County Engineer.

ADOPTED this 24th day of March, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

1/30/2020
_____
Civil Deputy Prosecutor

_____
Satpal Singh Sidhu, County Executive
( ) Approved ( ) Denied
Date Signed: _____

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
1	89092	3902010150450000	DARIN T & RENEA A VANDERPOL	484 W POLE RD	LYNDEN	WA	98264-9660	US	4.89	0.32	**1.54**	**1.31**
2	89093	3902010151300000	SERGEY & OLGA LITOVCHENKO	5905 BARR RD	FERNDALE	WA	98248-8746	US	5.00	0.67	**3.33**	**2.83**
3	89095	3902010152150000	SERGEY & OLGA LITOVCHENKO	5905 BARR RD	FERNDALE	WA	98248-8746	US	5.00	0.84	**4.21**	**3.58**
4	89096	3902010264680000	JASPAL S & NAGINDER K NIJJAR	8278 167A ST	SURREY BC V4N 3H5			CAN	11.25	0.18	**2.03**	**1.73**
5	89097	3902010330240000	JAYSON P & E GRACE THOERNER	472 W POLE RD	LYNDEN	WA	98264-9660	US	1.38	0.14	**0.20**	**0.17**
6	89099	3902010381760000	ALFRED B & DEBORAH A PRICE	476 W POLE RD	LYNDEN	WA	98264-9660	US	10.16	0.63	**6.37**	**5.41**
7	89100	3902010400680000	STEVEN J & STEPHANIE JOOSTENS	474 W POLE RD	LYNDEN	WA	98264-9660	US	2.29	0.35	**0.81**	**0.69**
8	89101	3902010460240000	DAVID A HARBST	470 W POLE RD	LYNDEN	WA	98264-9660	US	1.00	0.10	**0.10**	**0.09**
9	89102	3902010550210000	JUDY A FISON	448 W POLE RD	LYNDEN	WA	98264-9660	US	1.00	0.10	**0.10**	**0.08**
10	89104	3902010575110000	BRENNAN HULEATT & JIM HULEATT	465 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	1.00	0.10	**0.10**	**0.08**
11	89105	3902010705070000	JIM & STACY HULEATT & BRENNAN HULEATT	578 W WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	**0.10**	**0.08**
12	89107	3902010721500000	JUDY A FISON	448 W POLE RD	LYNDEN	WA	98264-9660	US	22.61	0.37	**8.44**	**7.17**
13	89109	3902010730150000	JUDY A FISON	448 W POLE RD	LYNDEN	WA	98264-9660	US	1.00	0.10	**0.10**	**0.08**
14	89110	3902010840160000	CRAIG E SUTTER	440 W POLE RD	LYNDEN	WA	98264-9660	US	1.00	0.10	**0.10**	**0.08**
15	89111	3902010844340000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	24.24	0.49	**11.98**	**10.18**
16	89112	3902010885070000	STEPHAN R & JAMIE L SMITH	435 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	1.63	0.10	**0.16**	**0.14**
17	89116	3902011131610000	DEWILDE'S PROPERTIES LLC	6930 OLD GUIDE RD	LYNDEN	WA	98264-9631	US	8.74	0.17	**1.46**	**1.24**
18	89117	3902011132180000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	3.13	0.51	**1.59**	**1.35**
19	89120	3902011304960000	JOHN & JOANNE ODENS	413 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	3.80	0.17	**0.64**	**0.54**
20	89121	3902011491080000	390 W POLE RD LLC	9847 WATERFALL PL	CUSTER	WA	98240	US	15.00	0.07	**1.00**	**0.85**
21	89125	3902011564680000	WILLIAM T & RONDA R WEBBER	379 W WISER LAKE RD	FERNDALE	WA	98248-9466	US	6.51	0.57	**3.74**	**3.17**
22	89128	3902011801080000	360 W POLE RD LLC	9847 WATERFALL PL	CUSTER	WA	98240	US	15.00	0.06	**0.95**	**0.81**
23	89130	3902011825200000	HOME STAND LLC	495 E AXTON RD	BELLINGHAM	WA	98226-9760	US	1.00	0.20	**0.20**	**0.17**
24	89132	3902012002140000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	9.77	0.20	**1.98**	**1.68**
25	89140	3902012362480000	DAVID D KLEIN	7091 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	4.78	0.21	**0.99**	**0.84**
26	89141	3902012475160000	RONALD E & MARINA R WELCH	317 W WISER LAKE RD	FERNDALE	WA	98248-9466	US	2.62	0.37	**0.97**	**0.82**
27	89145	3902012542730000	TYLER D & KATIE J VOIGHT	7105 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.50	**0.50**	**0.42**
28	89150	3902012762550000	TOM & MARTHA MAUTINO	295 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.20	**0.20**	**0.17**
29	89151	3902012771770000	GERRIT J & RENA M KNIBBE	7030 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.19	**0.19**	**0.16**
30	89152	3902012774780000	STANLEY D & HARRIET R DEWAARD	289 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	4.25	0.80	**3.38**	**2.88**
31	89154	3902012791940000	JOEL M & RUTH DEWAARD	7050 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.20	**0.20**	**0.17**
32	89155	3902012792040000	WILLIAM A CASE	7054 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	1.00	0.20	**0.20**	**0.17**
33	89158	3902012851350000	LARRY E & HEIDI I CHERVENOCK	6998 OLD GUIDE RD	LYNDEN	WA	98264-9015	US	1.37	0.12	**0.17**	**0.15**
34	89160	3902012864540000	TERRY K & KAREN L DE WAARD	281 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	6.96	0.91	**6.30**	**5.36**
35	89164	3902012912200000	CRAIG BRUNER	255 W BARTLETT RD	LYNDEN	WA	98264-9402	US	5.59	0.25	**1.42**	**1.21**
36	89165	3902012912760000	MOLLY JO MCGHEE	284 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.20	**0.20**	**0.17**
37	89171	3902012951540000	DAVID N & KRISTIN M SUPRAK	7010 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	3.05	0.20	**0.61**	**0.52**
38	89172	3902012952550000	TERRY & RENEE DAWN	5340 MARKET RD	BELLINGHAM	WA	98226-9745	US	1.00	0.20	**0.20**	**0.17**
39	89177	3902013052550000	GALEN R GREEN	273 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.20	**0.20**	**0.17**
40	89181	3902013202360000	CRAIG BRUNER	255 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.24	**0.24**	**0.20**
41	89182	3902013202550000	JAMES E JEWELL & TIMOTHY C & TRACY L LEWIS	263 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.20	**0.20**	**0.17**
42	89186	3902013324360000	JOE & HENRIETTA DE WAARD	283 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	47.93	0.88	**42.22**	**35.87**
43	89199	3902013422360000	ROBERT L SEAMAN	251 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.22	**0.22**	**0.18**
44	89200	3902013422550000	KENNETH L & WENDY E THORNBERRY	247 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.20	**0.20**	**0.17**
45	89208	3902013731400000	SCOTT & KARIE BROWN	6961 EDIN FARMS LN	LYNDEN	WA	98264-9240	US	5.10	0.22	**1.12**	**0.95**
46	89217	3902013895110000	JOE DEWAARD	283 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	2.00	1.00	**2.00**	**1.70**
47	89218	3902013932450000	STEPHEN J & SARA L BERNARDY	239 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.28	0.20	**0.26**	**0.22**
48	89221	3902014052450000	KEN BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	1.32	0.24	**0.31**	**0.27**
49	89222	3902014055030000	RYAN & SARAH HOLEWINSKI	205 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	1.00	0.81	**0.81**	**0.69**
50	89223	3902014132810000	WILLIAM C & CATHY L HUMPHREY	188 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.01	0.20	**0.20**	**0.17**
51	89226	3902014133130000	WILLIAM C & CATHY L HUMPHREY	188 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.85	0.20	**0.37**	**0.31**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

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count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
52	89228	3902014142520000	ALFREDO & TAMERA L CHAVARRIA	189 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.82	0.25	**0.45**	**0.38**
53	89231	3902014151400000	RONALD W & KELLI L BECK	6964 EDIN FARMS LN	LYNDEN	WA	98264-9240	US	5.03	0.11	**0.55**	**0.47**
54	89233	3902014165080000	ANDREW M & DONNA NORSTADT	195 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.81	**0.81**	**0.68**
55	89235	3902014171970000	MEGAN L RONIS & CHRIS K WICKHAM	156 HERITAGE LN	LYNDEN	WA	98264-9237	US	5.06	0.38	**1.94**	**1.64**
56	89238	3902014255100000	DAVID A & KAY L PORTER	181 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.86	**0.86**	**0.73**
57	89242	3902014335220000	BLAINE E BRAMBLE	7250 W WISER LK CT	FERNDALE	WA	98248	US	1.22	0.94	**1.15**	**0.98**
58	89243	3902014362500000	JAMES E & CAROL J VANDENBERG 50% & ROBIN V/	171 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.00	0.40	**0.40**	**0.34**
59	89244	3902014363590000	JAMES E & CAROL J VANDENBERG 50% & ROBIN V/	171 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.00	0.25	**0.25**	**0.21**
60	89245	3902014383790000	MICHAEL & SARAH MCEVOY	7190 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.36	**0.36**	**0.31**
61	89246	3902014453590000	JOHN BERENDSEN	163 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.34	**0.34**	**0.29**
62	89247	3902014463790000	WADE N & TRINA R GARDNER	7182 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.21	**0.21**	**0.18**
63	89248	3902014465220000	BUD R & LINDA A BURGESS FAMILY TRUST/TR	7256 W WISER LAKE CT	FERNDALE	WA	98248-9856	US	1.23	0.93	**1.14**	**0.97**
64	89257	3902014553590000	JOHN BERENDSEN	163 W BARTLETT RD	LYNDEN	WA	98264-9402	US	1.00	0.40	**0.40**	**0.34**
65	89258	3902014562410000	CORY B & JULIE A FEENSTRA	159 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.87	0.40	**0.75**	**0.64**
66	89263	3902014563790000	KIRK & HEIDI RENSINK	7174 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	**0.20**	**0.17**
67	89266	3902014603450000	LANDO LLC	7157 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9213	US	3.91	0.20	**0.78**	**0.66**
68	89267	3902014603500000	WISER REACH & SCHOLTEN SHORES OWNERS ASSC	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	**0.20**	**0.17**
69	89273	3902014613080000	KENNETH C TIMLICK	7101 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	**0.20**	**0.17**
70	89274	3902014613180000	DAVID A & COLLEEN E COOK	7109 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	**0.20**	**0.17**
71	89275	3902014613280000	GATLIN K & ERICA C MCCONNELL	7115 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	**0.20**	**0.17**
72	89276	3902014613380000	TERENCE & SHARON ENGELS	275 W MABERRY DR	LYNDEN	WA	98264-9346	US	1.00	0.20	**0.20**	**0.17**
73	89279	3902014634230000	HOMESTEAD NW DEV CO	600 STEWART ST STE 1300	SEATTLE	WA	98101-1255	US	6.77	0.89	**6.01**	**5.11**
74	89280	3902014652810000	LAMBERT M STRENGHOLT	PO BOX 908	LYNDEN	WA	98264-0908	US	1.43	0.23	**0.33**	**0.28**
75	89281	3902014653950000	WISER REACH & SCHOLTEN SHORES OWNERS ASSC	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.41	**0.41**	**0.35**
76	89284	3902014681270000	VIOLET E VANDERWOUDE	401 S 17TH ST	LYNDEN	WA	98264-2068	US	19.55	0.05	**1.05**	**0.89**
77	89285	3902014681800000	HI DEF PROPERTIES LLC	7029 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9669	US	5.49	0.14	**0.79**	**0.67**
78	89290	3902014723590000	WISER REACH & SCHOLTEN SHORES OWNERS ASSC	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	**0.20**	**0.17**
79	89296	3902014773980000	ALFREDO L & CATHERINE D WRIGHT	7168 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.43	**0.43**	**0.37**
80	89300	3902014803080000	AMANDA J HAWKINS	7104 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	**0.20**	**0.17**
81	89301	3902014803180000	EDWARD G & KIMBERLY J HANSEN	7112 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	**0.20**	**0.17**
82	89302	3902014803280000	JAY C & ANDREA C BOYKIN LIVING TRUST/TR	7120 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.20	**0.20**	**0.17**
83	89303	3902014803410000	PATRICIA GALLAGHER-TIDMARSH	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	**0.20**	**0.17**
84	89305	3902014813590000	MICHAEL & KIMBERLY BONDS	164 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	**0.20**	**0.17**
85	89306	3902014822800000	ERIC P MARKWOOD & BREANNA L NILSEN	140 W BARTLETT RD	LYNDEN	WA	98264-9485	US	1.00	0.25	**0.25**	**0.21**
86	89309	3902014843980000	HARSIMRAT K & HARVINDER S VIRK	7160 WISER REACH LN	LYNDEN	WA	98264-9821	US	1.00	0.47	**0.47**	**0.40**
87	89310	3902014854040000	WASHINGTON STATE DEPT OF TRANSPORTATION R	3920 AIRPORT WAY	BELLINGHAM	WA	98226-9159	US	4.48	0.93	**4.18**	**3.55**
88	89311	3902014872450000	DEREK & MALORIE TJOELKER	155 W BARTLETT RD	LYNDEN	WA	98264-9485	US	2.00	0.40	**0.80**	**0.68**
89	89315	3902014933390000	PATRICIA GALLAGHER-TIDMARSH	161 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	**0.20**	**0.17**
90	89316	3902014933600000	PARMDEEP K CHEEMA & PAVANJIT S BAINS JT	158 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	**0.20**	**0.17**
91	89321	3902014952810000	SORENSEN PROPERTIES LLC	3191 LAKESHORE RD	BELLINGHAM	WA	98226-1709	US	1.00	0.26	**0.26**	**0.22**
92	89322	3902015003150000	SORENSEN PROPERTIES LLC	3191 LAKESHORE RD	BELLINGHAM	WA	98226-1709	US	4.14	0.20	**0.83**	**0.70**
93	89323	3902015023580000	DARYN TROWSE	PO BOX 983	FERNDALE	WA	98248-0983	US	1.00	0.20	**0.20**	**0.17**
94	89324	3902015033420000	SPETTEL FAMILY TRUST MICHAEL J & KAREN S SPET	155 TWINBERRY CT	LYNDEN	WA	98264-9808	US	1.00	0.20	**0.20**	**0.17**
95	89325	3902015052730000	WISER LAKE CHAPEL	PO BOX 591	LYNDEN	WA	98264-0591	US	1.00	0.24	**0.24**	**0.20**
96	89329	3902015092810000	WISER LAKE CHAPEL	PO BOX 591	LYNDEN	WA	98264-0591	US	1.00	0.35	**0.35**	**0.30**
97	89330	3902015133770000	WASHINGTON STATE DEPT OF TRANSPORTATION R	3920 AIRPORT WAY	BELLINGHAM	WA	98226-9159	US	1.55	0.70	**1.08**	**0.92**
98	89332	3902015164010000	MB7159 LLC	7159 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9218	US	5.22	0.44	**2.31**	**1.96**
99	89340	3902015181850000	TYLER E & CHRISTY D KING	7039 GUIDE MERIDIAN	LYNDEN	WA	98264-9669	US	1.00	0.12	**0.12**	**0.10**
100	89342	3902015202760000	BRENDA M HORAT	1539 FRUITLAND DR	BELLINGHAM	WA	98226-1201	US	1.00	0.32	**0.32**	**0.27**
101	89343	3902015202930000	WISER LAKE CHAPEL	PO BOX 591	LYNDEN	WA	98264-0591	US	1.00	0.20	**0.20**	**0.17**
102	89345	3902015232240000	RUBEN PEREZ	1583 CAMMACK RD	BELLINGHAM	WA	98226-9122	US	1.00	0.20	**0.20**	**0.17**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
103	89347	3902015252010000	GURPAL SINGH & RAJINDER K GREWAL	167 HERITAGE LN	LYNDEN	WA	98264-9237	US	1.00	0.13	**0.13**	**0.11**
104	89351	3902015505480000	CHARLES J DEWAARD	7401 OLD GUIDE RD	FERNDALE	WA	98248-9419	US	1.21	0.90	**1.09**	**0.92**
105	89379	3902024111430000	COUGAR CREEK RANCH LLC	PO BOX 11159	BAINBRIDGE ISLAND	WA	98110-5159	US	138.86	0.27	**36.97**	**31.42**
106	89380	3902024494740000	K.B. & JANENE L AKER	609 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	9.95	0.10	**0.99**	**0.85**
107	89382	3902024535200000	KIM M HUIZENGA	2185 MOLLENBERG RD	KETTLE FALLS	WA	99141-9700	US	8.55	0.10	**0.84**	**0.71**
108	89383	3902024594270000	CLEO K MCHENRY	613 W WISER LAKE RD	FERNDALE	WA	98248-9488	US	9.95	0.12	**1.24**	**1.05**
109	89384	3902025111680000	COUGAR CREEK RANCH LLC	PO BOX 11159	BAINBRIDGE ISLAND	WA	98110-5159	US	20.66	0.82	**16.87**	**14.34**
110	89385	3902025224710000	GREG & MARGARET ALDERSON 1/2 & EDWARD I-JC	509 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	9.85	0.17	**1.65**	**1.40**
111	91146	3902114244920000	TERRY K & KAREN L DEWAARD & KENNETH L & KAF	580 W POLE RD	FERNDALE	WA	98248-9461	US	10.00	0.08	**0.81**	**0.69**
112	91157	3902114885250000	CHARLES F DEWAARD 1/2 & BRIAN J DEWAARD 1/2	7401 OLD GUIDE RD	FERNDALE	WA	98248-9419	US	4.93	0.16	**0.78**	**0.66**
113	100960	3903040762080000	RICHARD G SULLIVAN	7068 HANNEGAN RD	LYNDEN	WA	98264-9222	US	12.96	0.07	**0.86**	**0.73**
114	100973	3903041143010000	PATSY BONS	878 E SMITH RD	BELLINGHAM	WA	98226-9744	US	68.32	0.32	**22.13**	**18.81**
115	100977	3903041274080000	GURDEEP S & RANI SEKHON	1906 BUTTERCUP DR	LYNDEN	WA	98264-9366	US	49.02	0.33	**16.07**	**13.65**
116	100978	3903041284770000	PAUL G & ALENE PARISH	7274 HANNEGAN RD	LYNDEN	WA	98264-9225	US	48.94	0.41	**20.25**	**17.21**
117	101025	3903050050390000	JAMES R & DIANA D ZWIERS	502 E POLE RD	LYNDEN	WA	98264-9005	US	1.08	0.20	**0.22**	**0.18**
118	101027	3903050342840000	STANLEY H & PATRICIA A BRUNER	425 W KING TUT RD	BELLINGHAM	WA	98226-9627	US	21.14	0.83	**17.62**	**14.97**
119	101030	3903050721190000	M & P LAND HOLDINGS LLC	PO BOX 59	LYNDEN	WA	98264-0059	US	68.24	0.91	**62.17**	**52.83**
120	101035	3903050724680000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	39.21	1.00	**39.14**	**33.26**
121	101037	3903051143600000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	40.00	0.99	**39.66**	**33.71**
122	101042	3903051702690000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	41.01	0.55	**22.47**	**19.10**
123	101045	3903051844590000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	30.39	1.00	**30.39**	**25.82**
124	101046	3903051960940000	MILAGROS & ABUNDIO RAMIREZ	630 E POLE RD	LYNDEN	WA	98264-9024	US	1.55	0.10	**0.15**	**0.13**
125	101052	3903052101770000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	24.75	0.34	**8.35**	**7.09**
126	101053	3903052492400000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	5.05	0.10	**0.51**	**0.43**
127	101054	3903052974530000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	38.14	1.00	**38.07**	**32.35**
128	101061	3903053323310000	RODNEY J & CAROL D DEJONG	1364 ABBOTT RD	LYNDEN	WA	98264-9401	US	40.00	0.51	**20.47**	**17.40**
129	101085	3903054454750000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	9.85	0.90	**8.86**	**7.53**
130	101095	3903054663160000	RODNEY J DEJONG	1364 ABBOTT RD	LYNDEN	WA	98264-9401	US	28.98	0.66	**19.21**	**16.32**
131	101096	3903054663800000	AJAIB S CHAUHAN	484 W WISER LAKE RD	FERNDALE	WA	98248-9462	US	9.67	0.81	**7.80**	**6.62**
132	101106	3903054884950000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	9.10	1.00	**9.07**	**7.71**
133	101111	3903054934320000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	9.31	0.57	**5.33**	**4.53**
134	101114	3903055012070000	ALSAND ENTERPRISES LLC	774 MEADOWLARK RD	LYNDEN	WA	98264-9461	US	4.15	0.10	**0.42**	**0.35**
135	101117	3903055012370000	ALSAND ENTERPRISES LLC	774 MEADOWLARK RD	LYNDEN	WA	98264-9461	US	15.12	0.27	**4.07**	**3.46**
136	101149	3903055582190000	DUSTIN J & RAEANN N & DOUGLAS R & JEANE M B	5198 RANCHOS RD	BELLINGHAM	WA	98226-9501	US	1.00	0.10	**0.10**	**0.08**
137	101155	3903060145600000	WASHINGTON STATE DEPT OF GAME	600 CAPITOL WAY N	OLYMPIA	WA	98504-1076	US	3.92	0.30	**1.17**	**1.00**
138	101156	3903060155370000	WASHINGTON STATE DEPT OF GAME	600 CAPITOL WAY N	OLYMPIA	WA	98504-1076	US	1.00	0.45	**0.45**	**0.39**
139	101164	3903060194080000	JACK L VAN LOO	7170 GUIDE MERIDIAN	LYNDEN	WA	98264-9457	US	1.26	0.58	**0.74**	**0.63**
140	101165	3903060265570000	SOPHIA KUO	129 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	3.78	0.29	**1.09**	**0.92**
141	101169	3903060303170000	RUDY A VILLEDA	5694 SALISH RD	BLAINE	WA	98230-9353	US	2.17	0.34	**0.75**	**0.63**
142	101170	3903060303390000	WASHINGTON STATE DEPT OF TRANSPORTATION R	3920 AIRPORT WAY	BELLINGHAM	WA	98226-9159	US	1.59	0.20	**0.32**	**0.27**
143	101174	3903060334060000	THE JAMES GANG LIVING TRUST MAX D & CAROL L	124 MISTY WATERS LN	LYNDEN	WA	98264-9262	US	1.31	0.61	**0.80**	**0.68**
144	101187	3903060535560000	ROGER J KORNELIS	145 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	4.06	0.28	**1.15**	**0.98**
145	101188	3903060542360000	FOUR S INVESTMENT U S INC	275 GLADWIN RD	ABBOTSFORD BC V2T 5Y1			CAN	14.57	0.32	**4.66**	**3.96**
146	101228	3903060543150000	SATPAL S & HARMANDIR K SIDHU	154 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.40	**0.40**	**0.34**
147	101233	3903060635590000	ANDREW L & MARLYS A HOLMES	155 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	3.91	0.28	**1.11**	**0.94**
148	101234	3903060653150000	SATPAL S & HARMANDIR K SIDHU	154 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.40	**0.40**	**0.34**
149	101235	3903060653510000	DOUGLAS J & KARLA R SCHWEIGERT	7125 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.23	**0.23**	**0.20**
150	101236	3903060653600000	CURTIS F & HEIDEMARIE V YPMA	137 MISTY WATERS LN	LYNDEN	WA	98264-9262	US	1.00	0.20	**0.20**	**0.17**
151	101237	3903060653970000	SIDNEY & MARGARET G BARON TRUST	455 W BADGER RD	LYNDEN	WA	98264-9707	US	1.27	0.49	**0.63**	**0.53**
152	101243	3903060735610000	JAMES P & STEPHANIE L BAREMAN JT	159 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	3.88	0.25	**0.98**	**0.83**
153	101247	3903060783980000	RUSSELL E & JANE M UNREIN	7157 GUIDE MERIDIAN	LYNDEN	WA	98264-9213	US	1.00	0.62	**0.62**	**0.52**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

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count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
154	101248	3903060823550000	MIKAYLA C SOUVE & JARRED T JOHNSON	7142 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.20	**0.20**	**0.17**
155	101249	3903060823750000	TERRY L & ELODIA SLOSSON	600 E EXPRESSWAY 83 LOT E2	LA FERIA	TX	78559-6320	US	1.00	0.20	**0.20**	**0.17**
156	101251	3903060835630000	RAYMOND H & RANELLE FABER	161 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	3.88	0.21	**0.83**	**0.70**
157	101256	3903060903350000	ROBERT N MATTISON & MARY H MATTISON	7118 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.38	**0.38**	**0.32**
158	101258	3903060923550000	LARRY & BARBARA NEWLAND TRUST/TR	7136 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.20	**0.20**	**0.17**
159	101259	3903060923990000	CONSTANTINE MACRIS TRUST CONSTANTINE MACI	7159 WISER SHORE LN	LYNDEN	WA	98264-9368	US	1.00	0.81	**0.81**	**0.69**
160	101261	3903060953180000	RUDY & SUSAN J GARCIA	7112 W WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.40	**0.40**	**0.34**
161	101262	3903060953780000	STEVEN D & MELISSA K HAUGEN	7156 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.20	**0.20**	**0.17**
162	101265	3903061005660000	PETER E & VALERIE AYLEN	175 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	8.09	0.19	**1.52**	**1.29**
163	101267	3903061033350000	ARLIN K & MARIANNE D CALDWELL	7124 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.40	**0.40**	**0.34**
164	101268	3903061033550000	STANLEY D YLINEN	7120 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.25	**0.25**	**0.21**
165	101269	3903061063750000	HENRY H & ALBERT JANSEN	203 SEA PINES LN	BELLINGHAM	WA	98229-9364	US	1.00	0.28	**0.28**	**0.24**
166	101270	3903061063940000	CONSTANTINE & DENISE MACRIS	7159 WISER SHORE LN	LYNDEN	WA	98264-9638	US	1.00	0.48	**0.48**	**0.41**
167	101280	3903061143180000	DAVID E & SHARON M HOWER	188 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.40	**0.40**	**0.34**
168	101281	3903061143550000	JUSTIN L BODE	218 E BARTLETT RD	LYNDEN	WA	98264-9601	US	1.00	0.27	**0.27**	**0.23**
169	101282	3903061154010000	VELORA LOU APELAND FAMILY TRUST 2018	192 E BARTLETT RD	LYNDEN	WA	98264-9678	US	1.00	0.17	**0.17**	**0.14**
170	101287	3903061204010000	ANTHONY M KNAPP & MICHELLE I ANDREW	7199 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.14	**0.14**	**0.12**
171	101291	3903061243180000	COLLIN R MCLOUGHLIN	1602 CAROLINA ST STE B3	BELLINGHAM	WA	98229-5491	US	1.00	0.40	**0.40**	**0.34**
172	101292	3903061243550000	ANGELINE D BODE	7154 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.07	0.31	**0.33**	**0.28**
173	101302	3903061284010000	ANTHONY M KNAPP & MICHELLE I ANDREW	7199 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.12	**0.12**	**0.10**
174	101306	3903061293650000	GARY L & SHARON JORISSEN JT	7141 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.20	**0.20**	**0.17**
175	101309	3903061333390000	STANLEY R & BRIDGET B SCHWAFEL	7137 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	**0.40**	**0.34**
176	101311	3903061333630000	GARY L & SHARON JORISSEN JT	7141 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.20	**0.20**	**0.17**
177	101312	3903061343500000	JEFFREY D & KELSEY R MACDONALD	7139 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.38	**0.38**	**0.32**
178	101313	3903061393870000	JANICE M ELLIOTT & JAMES E OLSEN JT	7162 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.09	0.16	**0.17**	**0.15**
179	101317	3903061473390000	TIMOTHY & JESSICA ROWLEY	7129 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	**0.40**	**0.34**
180	101319	3903061473530000	PATRICK H & ANDREA M AMES	7145 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.35	**0.35**	**0.30**
181	101320	3903061473630000	HERMAN & JOAN L FRANSEN	7151 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.20	**0.20**	**0.17**
182	101326	3903061513860000	ANGELINE D BODE	7154 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.27	**0.27**	**0.23**
183	101332	3903061663110000	MATTHEW & RICHELLE URIE	7134 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	**0.40**	**0.34**
184	101334	3903061663210000	SUSANA BLASCO	7136 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	**0.40**	**0.34**
185	101335	3903061663310000	PETER K & LORI A BATTERSBY	7138 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	**0.40**	**0.34**
186	101336	3903061663390000	SCOTT HAGERTY & EVELYN GRIMM	7140 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	**0.40**	**0.34**
187	101337	3903061663540000	LYNN K GIULIANI	7142 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.40	**0.40**	**0.34**
188	101339	3903061663640000	MICHAEL P & MONICA L CAMPFIELD	7144 BARTLETT RD	LYNDEN	WA	98264-9645	US	1.00	0.24	**0.24**	**0.21**
189	101340	3903061663740000	CRAIG L & JESSICA J TELGENHOFF	7146 BARTLETT LN	LYNDEN	WA	98264-9645	US	1.00	0.30	**0.30**	**0.25**
190	101341	3903061692040000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	19.70	0.22	**4.35**	**3.69**
191	101342	3903061763080000	KRAIG T DE BONDT	7103 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
192	101343	3903061763160000	JOHN E & CHERYL M CRAWFORD	7109 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
193	101344	3903061763240000	JUSTIN DE BOER & LACIE M HOWE	7115 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
194	101345	3903061763310000	LINDELL H & SHARON COOTS	7121 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
195	101346	3903061773390000	MICHAEL S & LORI YORK	7127 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
196	101347	3903061773470000	BON DENTE TECHNOLOGIES LLC	2024 NORTHSHORE DR	BELLINGHAM	WA	98226-7819	US	1.00	0.40	**0.40**	**0.34**
197	101348	3903061783660000	ROSS C DRISCOLL II & DANA A DRISCOLL	7131 BRENT LN	LYNDEN	WA	98264-9606	US	1.20	0.35	**0.41**	**0.35**
198	101357	3903061855050000	WASHINGTON STATE DEPT OF NATURAL RESOURCI	PO BOX 47014	OLYMPIA	WA	98504-7014	US	40.09	0.04	**1.59**	**1.35**
199	101358	3903061903720000	ROSS & DONA DRISCOLL	7145 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.31	**0.31**	**0.26**
200	101361	3903061923100000	DAVID L & JUDY M DRAKE	6190 CASCADE DR	FERNDALE	WA	98248-9642	US	1.00	0.40	**0.40**	**0.34**
201	101362	3903061933250000	HEIDI & BRIAN TURPIN	262 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
202	101363	3903061933340000	MAARTEN & ELIZABETH A WARMINK	2240 MAIN ST APT 112	FERNDALE	WA	98248-9698	US	1.00	0.40	**0.40**	**0.34**
203	101364	3903061933430000	ALVIN & DANA STUTH	7130 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
204	101365	3903061973500000	ADRIAN MEZA & BLANCA FARFAN	7146 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
205	101366	3903062003750000	MARVIN MCELROY & QI WAN	7151 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.29	**0.29**	**0.24**
206	101368	3903062013090000	JOSEPH RAMEY	265 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
207	101369	3903062033260000	DANA P & FAY D BECKLEY	266 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
208	101370	3903062053380000	DANIEL D & ROBIN M BRINKMAN	PO BOX 331	LYNDEN	WA	98264-0331	US	1.00	0.40	**0.40**	**0.34**
209	101371	3903062083090000	JOHN & JOAN E CARPENTER	269 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
210	101372	3903062093780000	JAMES A & JANET C LEE	7157 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.32	**0.32**	**0.27**
211	101373	3903062113270000	JAYLEEN TIEMERSMA	276 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
212	101374	3903062123550000	WILLIAM E SWEDBERG	7158 BRENT LN	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
213	101375	3903062133440000	JACK & EUGENI A TRIPLETT	290 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
214	101377	3903062153530000	DANE L HOVDE	7152 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
215	101378	3903062173090000	TRAVIS C & KAREN E C KRUEGER	273 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
216	101381	3903062183810000	JOHN PAO & LIPING ZHENG JT	7163 BRENT LANE	LYNDEN	WA	98264-9506	US	1.00	0.25	**0.25**	**0.22**
217	101385	3903062201660000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	5.06	0.19	**0.98**	**0.83**
218	101387	3903062202310000	MIKE & LINDA ROORDA	271 E BARTLETT RD	LYNDEN	WA	98264-9601	US	4.86	0.23	**1.13**	**0.96**
219	101388	3903062213570000	ROBERT A & FAYE M LADIGES	7162 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
220	101389	3903062253460000	JOSIAH T SEBENS & MIRANDA D HESLEP	293 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
221	101390	3903062263090000	EDUARDO A & ANITA IBARRA	277 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.44	**0.44**	**0.38**
222	101391	3903062273190000	KIMBERLY D & JAMES D MCMURRAY	281 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.56	**0.56**	**0.47**
223	101392	3903062273290000	MELISSA A WEFER	285 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.53	**0.53**	**0.45**
224	101393	3903062293380000	CATHY M WEATHERBY	289 AARON PL	LYNDEN	WA	98264-9602	US	1.00	0.40	**0.40**	**0.34**
225	101394	3903062293610000	TYLER M KLANDER	7166 BRENT LN	LYNDEN	WA	98264-9606	US	1.00	0.40	**0.40**	**0.34**
226	101395	3903062303720000	WAYNE G & JOAN C HERSMAN	869 E WISER LAKE ROAD	LYNDEN	WA	98264-9671	US	1.00	0.40	**0.40**	**0.34**
227	101396	3903062323950000	GORDON LOGAN	286 EAST BARTLETT ROAD	LYNDEN	WA	98264-9601	US	1.00	0.64	**0.64**	**0.54**
228	101398	3903062463700000	WILSON D LEE & KATIE W MA	290 E BARTLETT RD	LYNDEN	WA	98264-9601	US	2.44	0.40	**0.97**	**0.83**
229	101399	3903062484640000	ROBERT W RASMUSSEN	293 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	3.18	0.19	**0.59**	**0.50**
230	101401	3903062502350000	JEFFERY D & LORI A SCHOLTEN	303 E BARTLETT RD	LYNDEN	WA	98264-9601	US	4.85	0.21	**1.02**	**0.87**
231	101402	3903062554700000	ROBERT B & DARLENE L GAGE	303 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.50	0.15	**0.38**	**0.32**
232	101405	3903062631300000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	34.55	0.09	**2.95**	**2.50**
233	101407	3903062674640000	MARTIN P & FAITH T VANDRIEL	311 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.21	0.20	**0.43**	**0.37**
234	101408	3903062774640000	MARTIN P & FAITH T VAN DRIEL	311 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.34	0.23	**0.31**	**0.26**
235	101409	3903062844620000	GARY J STOFFER	323 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.69	0.30	**0.80**	**0.68**
236	101410	3903062944640000	ROBERT J & ALICIA A WURM	331 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	2.37	0.45	**1.06**	**0.90**
237	101413	3903063013380000	RAMANPREET S MANN	6769 135 ST	SURREY BC V3W 4W4			CAN	36.55	0.62	**22.70**	**19.29**
238	101419	3903063155310000	GARY G & TERRY L COX	7295 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	1.04	0.75	**0.78**	**0.67**
239	101420	3903063185110000	JEFFREY S & ANDREA LOWDEN	15217 21ST CIR SE	MILL CREEK	WA	98012-5600	US	1.19	1.00	**1.19**	**1.01**
240	101421	3903063204900000	RICHARD G & GAIL E FARRIS	7263 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	1.79	1.00	**1.79**	**1.52**
241	101423	3903063254780000	KIM M KOCHMAN	7255 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	2.37	0.98	**2.32**	**1.97**
242	101426	3903063275330000	WESLEY & DIANE HERMAN	353 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.89	**0.89**	**0.75**
243	101427	3903063291530000	GERRIT S STARKENBURG	356 E POLE RD	LYNDEN	WA	98264-9666	US	6.49	0.18	**1.17**	**0.99**
244	101428	3903063312170000	MARVIN D & LINDA J ENFIELD FAMILY LLC	1064 BIRCH BAY LYNDEN RD	LYNDEN	WA	98264-9490	US	12.71	0.20	**2.54**	**2.16**
245	101481	3903063512620000	DEAN L STACY	387 E BARTLETT RD	LYNDEN	WA	98264-9601	US	1.00	0.20	**0.20**	**0.17**
246	101483	3903063670170000	JAMES E TOLSMA	390 E POLE RD	LYNDEN	WA	98264-9666	US	1.00	0.20	**0.20**	**0.17**
247	101484	3903063790410000	DAVID & TANYA BRAITHWAITE	840 W PARK DR	LYNDEN	WA	98264-9522	US	3.38	0.67	**2.28**	**1.94**
248	101485	3903063801000000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	4.95	0.50	**2.47**	**2.10**
249	101486	3903063830170000	CALEB LEGER	418 E POLE RD	LYNDEN	WA	98264-9023	US	1.00	0.20	**0.20**	**0.17**
250	101487	3903064001850000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	17.73	0.23	**4.10**	**3.49**
251	101488	3903064002520000	GUY R HILL & DIXIE L TOMLIN	417 E BARTLETT RD	LYNDEN	WA	98264-9601	US	5.00	0.33	**1.67**	**1.42**
252	101489	3903064120500000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	6.14	0.66	**4.03**	**3.43**
253	101491	3903064230220000	NECIA M AMOS	436 E POLE RD	LYNDEN	WA	98264-9023	US	1.08	0.21	**0.23**	**0.19**
254	101496	3903064344620000	STANLEY D & HARRIET R DEWAARD & CHARLES J D	289 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	39.49	0.98	**38.65**	**32.84**
255	101497	3903064373370000	EDDIE L & C MICHELLE TOMLIN	3013 CEDARWOOD AVE	BELLINGHAM	WA	98225-1414	US	39.39	0.88	**34.84**	**29.60**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
256	101500	3903064621360000	SUNNY FARM PROPERTIES 1 LLC	PO BOX 128	LYNDEN	WA	98264-0128	US	38.34	0.54	**20.77**	**17.65**
257	101501	3903064860180000	JAMES R & DIANA D ZWIERS	502 E POLE RD	LYNDEN	WA	98264-9005	US	1.02	0.20	**0.20**	**0.17**
258	101619	3903072554520000	ARLYN L PLAGERMAN	242 BEARD RD	LYNDEN	WA	98264-9603	US	12.95	0.29	**3.77**	**3.20**
259	101620	3903072583240000	NAGINDER S & BEANT K & PIRTHIPAL S GILL & IGBA	7540 - 124 STREET	SURREY BC V3W 3X3			CAN	8.38	0.18	**1.51**	**1.28**
260	101621	3903072884550000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	11.00	0.33	**3.66**	**3.11**
261	101622	3903072903240000	NELLIE J VRIELING	PO BOX 1052	BELLINGHAM	WA	98227-1052	US	8.37	0.12	**0.97**	**0.83**
262	101624	3903073085220000	POLE ROAD WATER ASSN INC	6951 HANNEGAN RD #1	LYNDEN	WA	98264-9058	US	1.00	0.20	**0.20**	**0.17**
263	101626	3903073204550000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	11.25	0.39	**4.44**	**3.77**
264	101627	3903073243240000	GERRY L & NELLIE J VRIELING	PO BOX 1052	BELLINGHAM	WA	98227-1052	US	8.37	0.19	**1.63**	**1.39**
265	101629	3903073444960000	GARY G & SHIRLEY M HAVEMAN	381 E POLE RD	LYNDEN	WA	98264-9009	US	1.00	0.20	**0.20**	**0.17**
266	101631	3903073534390000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	10.73	0.44	**4.68**	**3.98**
267	101632	3903073563240000	GERRY L & NELLIE J VRIELING	PO BOX 1052	BELLINGHAM	WA	98227-1052	US	8.38	0.19	**1.62**	**1.37**
268	101633	3903073604960000	MICHAEL R & LAURI L RUSK	6891 BLUMEFIELD DR	LYNDEN	WA	98264-9045	US	1.00	0.20	**0.20**	**0.17**
269	101638	3903073774960000	JOSH T & KARISSA M FRANCIS	6890 BLUMEFIELD DR	LYNDEN	WA	98264-9045	US	1.06	0.20	**0.21**	**0.18**
270	101639	3903073804680000	BRIAN & KALEY BISHOP	6864 BLUMEFIELD DR	LYNDEN	WA	98264-9045	US	1.37	0.20	**0.27**	**0.23**
271	101640	3903073804910000	DAVID E & REBECCA D DILLARD	6874 BLUMEFIELD DR	LYNDEN	WA	98264-9045	US	1.31	0.20	**0.26**	**0.22**
272	101641	3903073854180000	TERRY & DOREEN A FIFE	6803 TRANQUIL LN	LYNDEN	WA	98264-9659	US	3.01	0.44	**1.32**	**1.12**
273	101645	3903073903000000	GARY ANDERSON	400 BEARD RD	LYNDEN	WA	98264-9680	US	5.24	0.13	**0.66**	**0.56**
274	101647	3903073915140000	PARGAT S & SURINDER K GILL	6880 BLUMEFIELD DR	LYNDEN	WA	98264-9045	US	1.00	0.20	**0.20**	**0.17**
275	101651	3903074184240000	NANCY L COLLIER	6811 TRANQUIL LN	LYNDEN	WA	98264-9659	US	4.02	0.59	**2.39**	**2.03**
276	101659	3903074434830000	ROGER & LINDA JAGER	437 E POLE RD	LYNDEN	WA	98264-9667	US	12.33	0.58	**7.18**	**6.10**
277	101660	3903074464460000	NORMAN J & DONNA J HEERSPINK	6823 TRANQUIL LN	LYNDEN	WA	98264-9659	US	2.02	0.92	**1.86**	**1.58**
278	101664	3903074534150000	CHARLES G & JUDITH M VRIELING	6817 TRANQUIL LN	LYNDEN	WA	98264-9659	US	2.63	0.19	**0.49**	**0.42**
279	101665	3903074582950000	SANGREN REVOCABLE LIVING TRUST	22513 E PENROSE LOOP	LIBERTY LAKE	WA	99019-4504	US	5.43	0.03	**0.14**	**0.12**
280	101667	3903074605010000	MICHAEL E & SHARIE L HURLBERT	461 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.20	**0.20**	**0.17**
281	101668	3903074705190000	BRIAN H MURRAY	467 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.20	**0.20**	**0.17**
282	101669	3903074714510000	JAMES S & DEBORAH S DENEKE	PO BOX 31428	BELLINGHAM	WA	98228-3428	US	2.06	0.80	**1.66**	**1.41**
283	101670	3903074745060000	MICHAEL E & SHARIE L HURLBERT	461 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.37	**0.37**	**0.31**
284	101671	3903074775180000	DONALD R HOWARD	473 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.20	**0.20**	**0.17**
285	101672	3903074844130000	JAMES L & DIANE M AGUIRRE	6820 TRANQUIL LN	LYNDEN	WA	98264-9659	US	2.24	0.18	**0.41**	**0.35**
286	101673	3903074855000000	ZDZISLAW & ELZBIETA CHALA	479 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.45	**0.45**	**0.38**
287	101674	3903074914570000	LYNN I & JULIE C CALL	6831 TRANQUIL LN	LYNDEN	WA	98264-9659	US	2.73	0.69	**1.87**	**1.59**
288	101676	3903074935000000	GEORGE D & LAURIE V BOCK	485 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.58	**0.58**	**0.49**
289	101684	3903075005000000	SANTIAGO MORALES GUZMAN & DIONICA SANCHE	491 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.73	**0.73**	**0.62**
290	101685	3903075065000000	DAVID E BULLARD	497 E POLE RD	LYNDEN	WA	98264-9667	US	1.00	0.84	**0.84**	**0.72**
291	101689	3903080164760000	WN JOHNSON PROPERTIES LLC	855 ROGUE AVE	STAYTON	OR	97383-9421	US	3.70	0.76	**2.83**	**2.40**
292	101690	3903080165150000	FRANK A & SHERYL R TOLSMA	499 E POLE RD	LYNDEN	WA	98264-9667	US	1.78	0.89	**1.59**	**1.35**
293	101692	3903080174130000	CHARLES S & CARRIE L DYER	6818 E 5TH PL	LYNDEN	WA	98264-9675	US	2.27	0.10	**0.23**	**0.20**
294	101694	3903080184380000	BOBBY J & ROSE C CRABTREE	6871 E 5TH PL	LYNDEN	WA	98264-9675	US	2.00	0.14	**0.28**	**0.24**
295	101710	3903080454860000	WARREN E & JENNIFER L SCOTTER	533 E POLE RD	LYNDEN	WA	98264-9005	US	5.57	0.66	**3.68**	**3.12**
296	101713	3903080484420000	PETER W & HELEN A PLAGERMAN	6860 E FIFTH PL	LYNDEN	WA	98264-9675	US	2.88	0.10	**0.29**	**0.24**
297	101715	3903080494130000	MARK C & CHRISTA E WARREN	6822 E FIFTH PL	LYNDEN	WA	98264-9875	US	2.04	0.10	**0.20**	**0.17**
298	101735	3903080984590000	ROLF G HAUGEN	507 BROOKFIELD CT	LYNDEN	WA	98264-1052	US	25.88	0.20	**5.11**	**4.34**
299	101755	3903081784450000	JONATHAN & MICHELLE FOX	657 E POLE RD	LYNDEN	WA	98264-9668	US	4.93	0.10	**0.49**	**0.42**
300	101757	3903081785110000	ROBERT RAPLEE	627 E POLE RD	LYNDEN	WA	98264-9668	US	1.90	0.10	**0.19**	**0.16**
301	101773	3903082504510000	MICHAEL A & MARGARET A NELSON	689 E POLE RD	LYNDEN	WA	98264-9668	US	2.54	0.01	**0.04**	**0.03**
302	101774	3903082504810000	MICHAEL A & MARGARET A NELSON	689 E POLE RD	LYNDEN	WA	98264-9668	US	2.45	0.09	**0.23**	**0.19**
303	101776	3903082505150000	MICHAEL A & MARGARET A NELSON	689 E POLE RD	LYNDEN	WA	98264-9668	US	2.25	0.10	**0.22**	**0.19**
304	127312	4002361870040000	ROGER D & VICKI K HAWLEY	495 E AXTON RD	BELLINGHAM	WA	98226-9760	US	1.00	0.16	**0.16**	**0.13**
305	127316	4002361960040000	POLE ROAD WATER ASSN INC	6951 HANNEGAN RD #1	LYNDEN	WA	98264-9058	US	1.00	0.20	**0.20**	**0.17**
306	127320	4002362150800000	ROBERT W RASMUSSEN	293 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	8.76	0.00	**0.02**	**0.01**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
307	127329	4002362490040000	RONALD E & MARINA R WELCH	317 W WISER LAKE RD	FERNDALE	WA	98248-9466	US	1.00	0.20	**0.20**	**0.17**
308	127333	4002363080400000	DAVID JOHNSTON	282 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	7.16	0.01	**0.07**	**0.06**
309	127335	4002363360300000	BILLY E ROWDEN & NANCY M JONES	248 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	1.04	0.10	**0.10**	**0.09**
310	127337	4002363530330000	BRIAN S & ROSLYN HAYES	232 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	1.00	0.10	**0.10**	**0.08**
311	127338	4002363580900000	JOE DEWAARD	283 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	18.41	0.06	**1.05**	**0.89**
312	127341	4002364020120000	RYAN & SARAH HOLEWINSKI	205 W WISER LAKE RD	FERNDALE	WA	98248-9482	US	1.00	0.85	**0.85**	**0.72**
313	127342	4002364040340000	PATRICK D & DESIREE A MCVICKER	194 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
314	127343	4002364160360000	TERRY K & KAREN L DE WAARD	281 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
315	127344	4002364230350000	PATRICIA M KVISTAD	182 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
316	127345	4002364310150000	DAVID JR & DINA CARPENTER	175 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.76	**0.76**	**0.65**
317	127346	4002364310370000	DAVID S & ELVY A SCHMOKER	174 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
318	127349	4002364430380000	DAVID J & PAULETTE JONES	168 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
319	127351	4002364460160000	RONALD E WEIDKAMP	159 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.68	**0.68**	**0.57**
320	127352	4002364540390000	CODY K & BRANDI VISSER	160 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
321	127355	4002364610160000	PAUL D & HEIDI O NABER	149 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.67	**0.67**	**0.57**
322	127356	4002364630380000	DEENA & BENJAMIN ULBRICH	152 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
323	127367	4002364730380000	AUSTIN & RACHELANN HARRIS	PO BOX 844	LYNDEN	WA	98264-0844	US	1.00	0.10	**0.10**	**0.08**
324	127369	4002364770160000	GEORGE H & PHYLLIS L KRIENKE	141 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.83	**0.83**	**0.71**
325	127370	4002364830380000	DONALD L DIRKSEN	136 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
326	127371	4002364930380000	DONALD L DIRKSEN	136 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.10	**0.10**	**0.08**
327	127372	4002364940160000	RODNEY D & ARLENE G SCHAFER	125 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.80	**0.80**	**0.68**
328	127378	4002365120140000	JAMES H DOUCETTE	115 W WISER LAKE RD	FERNDALE	WA	98248-9421	US	1.00	0.82	**0.82**	**0.69**
329	135187	4003310100390000	ANTHEM ENTERPRISES LLC	7350 GUIDE MERIDIAN RD	LYNDEN	WA	98264-9418	US	1.00	0.10	**0.10**	**0.08**
330	135193	4003310220400000	AMIE HICKEY	128 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.10	**0.10**	**0.08**
331	135201	4003310350470000	JAY B HUTCHINSON & MARIE E EPPENS	138 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.30	0.05	**0.07**	**0.06**
332	135209	4003310360120000	RANDY & KRISTY BOGARD	133 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	6.66	0.30	**1.99**	**1.69**
333	135215	4003310450470000	LYNN & SUSAN HAHN	140 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.07	**0.07**	**0.06**
334	135221	4003310540460000	L DANA PETERSEN	146 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.07	**0.07**	**0.06**
335	135229	4003310660590000	STEPHEN T & SARAH W TRIPPE	164 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.03	**0.03**	**0.02**
336	135234	4003310710360000	TERRY P & STEPHANIE CONSTABLE	158 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.10	**0.10**	**0.08**
337	135238	4003310830630000	BRANDON & ELEKTRA MOREAU 162 E WISER LAKE	162 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.03	**0.03**	**0.02**
338	135243	4003310950400000	CHAD D & HOLLY K FLEMING	180 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.09	**0.09**	**0.08**
339	135251	4003311100380000	THOMAS D KROONTJE & DAWN K LUPKES	188 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.10	**0.10**	**0.08**
340	135252	4003311190100000	BYRON & KAREN KOOY	191 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.00	0.47	**0.47**	**0.40**
341	135254	4003311210490000	TIM & STACEY BOGART	194 E WISER LAKE RD	LYNDEN	WA	98264-9451	US	1.11	0.06	**0.07**	**0.06**
342	135256	4003311290100000	DANIEL F & MEGAN M VOPNFORD	205 E WISER LAKE RD	LYNDEN	WA	98264-9543	US	1.00	0.98	**0.98**	**0.84**
343	135257	4003311300480000	RED3 LLC	8060 NISKA RD	BLAINE	WA	98230-9553	US	1.10	0.07	**0.08**	**0.07**
344	135267	4003311390100000	DONALD A & PATRICIA D ROBINSON	219 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.90	**0.90**	**0.76**
345	135268	4003311410480000	JORDAN M & JENNIFER L ROORDA	723 VAN DYK RD	LYNDEN	WA	98264-9445	US	1.14	0.07	**0.08**	**0.07**
346	135272	4003311530420000	FABRICIANO & LISA K CRUZ	7331 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.10	**0.10**	**0.08**
347	135273	4003311530490000	JOANNA WAGENAAR	7337 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.10	**0.10**	**0.08**
348	135277	4003311540100000	DANIEL G & TERESA J BRIM	223 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.89	**0.89**	**0.76**
349	135278	4003311540320000	RICHARD BORDEN 50% & SUSAN K LOBLAND 50%	222 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	**0.10**	**0.08**
350	135279	4003311540570000	DANIEL J & KATHLEEN L SNOEK	7343 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.07	**0.07**	**0.06**
351	135294	4003311660090000	DAVID L & SUSAN L MARTUCCI	6012 NE 1ST ST	RENTON	WA	98059-8555	US	1.00	0.86	**0.86**	**0.73**
352	135295	4003311720330000	JEFFREY W LAMPHERE & LISA L LAMPHERE TRUST/	236 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	**0.10**	**0.08**
353	135296	4003311720440000	JEFFREY W LAMPHERE & LISA L LAMPHERE TRUST/	236 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	**0.10**	**0.08**
354	135297	4003311720540000	ROYCE A & JEANNA M SIEVING	7338 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.10	**0.10**	**0.08**
355	135298	4003311720620000	STEPHEN J MALLAHAN	7344 WISER LN	LYNDEN	WA	98264-9458	US	1.00	0.06	**0.06**	**0.05**
356	135300	4003311730090000	KENT A & PAMELA J GOTO	233 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.84	**0.84**	**0.71**
357	135301	4003311730480000	ANNA C FETTY	7332 WISER LAKE	LYNDEN	WA	98264-9458	US	1.00	0.10	**0.10**	**0.08**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
358	135310	4003311830080000	CHRISTOPHER R VONNEGUT & BERNICE M VONNE(	249 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.80	**0.80**	**0.68**
359	135312	4003311840290000	STEVEN J VANDER YACHT & LANELLE M VANDER Y/	250 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	**0.10**	**0.08**
360	135313	4003311840510000	STEVEN J VANDER YACHT & LANELLE M VANDER Y/	250 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	**0.10**	**0.08**
361	135320	4003312120790000	RORY N & LAURALEE MCLEOD	2411 VIEW RIDGE DR	BELLINGHAM	WA	98229-5923	US	17.59	0.10	**1.69**	**1.44**
362	135324	4003312320290000	JON DEBONDT	286 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	**0.10**	**0.08**
363	135325	4003312350150000	JON DEBONDT	286 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	1.00	0.10	**0.10**	**0.08**
364	135347	4003313250030000	WESLEY & DIANE HERMAN	353 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.10	**0.10**	**0.08**
365	135351	4003313300390000	BRUCE L HOLTROP	354 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.61	0.06	**0.09**	**0.08**
366	135355	4003313320310000	DORIS M BROWN	362 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.10	**0.10**	**0.08**
367	135357	4003313350030000	MARK & KRISTEN HOLLANDER	359 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.13	**0.13**	**0.11**
368	135359	4003313550740000	WILLIAM R JR & LINDA J HARVEY	360 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	8.07	0.03	**0.21**	**0.18**
369	135361	4003313580090000	JAMES A & SHARON J STRENGHOLT	PO BOX 1026	LYNDEN	WA	98264-6126	US	1.61	0.63	**1.02**	**0.87**
370	135363	4003313650430000	WILLIAM & LINDA J HARVEY	360 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.00	0.10	**0.10**	**0.08**
371	135364	4003313820150000	ACKER FAMILY TRUST PAUL R-MARY A ACKER TR	405 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.76	**0.76**	**0.65**
372	135366	4003313850420000	ROBERT E & MARY J MATTER	406 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.14	0.10	**0.11**	**0.10**
373	135369	4003313970690000	ROBERT L & PATRICIA P HOKSBERGEN	420 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	3.53	0.03	**0.11**	**0.10**
374	135371	4003313990430000	JESSE L ATKINS & LAUREN B KAYDA	412 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.10	**0.10**	**0.08**
375	135376	4003314100150000	LEO E BELD	435 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	2.50	0.82	**2.06**	**1.75**
376	135378	4003314270660000	BASTIAN & DELORES VAN HOFWEGEN TRUST/TR	426 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	2.93	0.07	**0.21**	**0.18**
377	135380	4003314320210000	LEO E BELD	435 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.88	**0.88**	**0.75**
378	135381	4003314450260000	DANIEL W & KARA J TURNER	441 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.43	0.67	**0.96**	**0.82**
379	135382	4003314460710000	STEVEN G & GLENDA R JOHNSTON	446 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.61	0.09	**0.14**	**0.12**
380	135394	4003314630140000	MERLE H & SHARON JENSEN REV TRUST/TR	7650 E ADAMS DR	TUCSON	AZ	85715-5001	US	1.00	0.43	**0.43**	**0.36**
381	135395	4003314630340000	MICHAEL J & DEBRA A BUCHACH	451 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.92	**0.92**	**0.78**
382	135396	4003314650870000	JACK BOSMAN	464 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	3.10	0.04	**0.13**	**0.11**
383	135400	4003314780160000	ROBERT A JENSEN	481 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.11	0.37	**0.41**	**0.35**
384	135401	4003314780330000	ROBERT A JENSEN	481 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	1.00	**1.00**	**0.85**
385	135402	4003314790460000	TED & GERTRUDE POSTMA	479 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.00	0.85	**0.85**	**0.73**
386	135408	4003314910710000	CHARLES P & YOLANDA VOGEL TRUST	478 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.24	0.10	**0.12**	**0.11**
387	135409	4003314910930000	SUSAN L PROSSER	490 E WISER LAKE RD	LYNDEN	WA	98264-9393	US	1.59	0.06	**0.10**	**0.08**
388	135413	4003314940170000	JEREMY & STEPHANIE PARRIERA	483 E WISER LAKE RD	LYNDEN	WA	98264-9454	US	1.30	0.40	**0.51**	**0.44**
389	135414	4003314970500000	VANDE VEGTE 1986 TRUST CLIFFORD L & ARLENE G	2585 REED RD	ESCONDIDO	CA	92027-4218	US	1.00	0.91	**0.91**	**0.77**
390	135415	4003320210740000	HERBERT A AALPOEL	360 CENTER ST	S EASTON	MA	02375-1007	US	9.60	0.40	**3.86**	**3.28**
391	135420	4003320570750000	FOSTER D & ELLEN C COURTNEY TRUST/TR	628 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	9.85	0.39	**3.85**	**3.27**
392	135425	4003320751100000	ANDREW JR & BARADINA MELLEMA	551 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	**0.10**	**0.08**
393	135427	4003320830380000	BRIAN C & HOLLY M STOCKMAN	7335 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.00	0.15	**0.30**	**0.25**
394	135428	4003320830660000	JESUS SILVA & DOLORES SILVA LIVING TRUST/TR	7355 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.00	0.37	**0.74**	**0.63**
395	135429	4003320830940000	WILLIAM J & SUSAN SHINE	7375 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.00	0.30	**0.61**	**0.52**
396	135430	4003320831240000	ANDREW MELLEMA JR	551 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	**0.10**	**0.08**
397	135433	4003320860120000	MATTHEW A & ELLEN M HUFFMAN	7325 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.04	0.42	**0.86**	**0.73**
398	135435	4003320981240000	AB MELLEMA LLC	551 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.00	0.10	**0.10**	**0.08**
399	135443	4003321200120000	JACOB H & DONNA J STEIGER	7324 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.05	0.70	**1.44**	**1.22**
400	135444	4003321200480000	SCOTT I & PEGGY L DOHNER TRUST/TR	7330 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.44	0.10	**0.24**	**0.21**
401	135445	4003321200650000	JOHN VANDERLEEST	585 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	1.77	0.12	**0.21**	**0.18**
402	135446	4003321200900000	CHARLES R & DIANA L WYATT	7370 DYKSTRA RD	LYNDEN	WA	98264-9007	US	2.38	0.13	**0.30**	**0.25**
403	135447	4003321201170000	JOHN & ANN L VANDERLEEST	585 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	2.36	0.10	**0.24**	**0.20**
404	135455	4003321470250000	DAVID C LONGSTRETH & KAY E SANDBERG	7314 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.15	0.50	**1.07**	**0.91**
405	135458	4003321560580000	DANIEL & ERIN VANDER KOOI	7312 E WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.24	0.10	**0.22**	**0.19**
406	135459	4003321560800000	TYLER & ELIZABETH DEZEEUW	7347 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.02	0.10	**0.20**	**0.17**
407	135461	4003321670250000	GERALD & CHERYL VANDER KOOI	7318 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.18	0.32	**0.70**	**0.60**
408	135462	4003321701000000	WHATCOM COUNTY CEMETERY 10	PO BOX 68	LYNDEN	WA	98264-0068	US	4.46	0.10	**0.45**	**0.38**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
409	135466	4003321811180000	WHATCOM CO FIRE PROTECTION DIST NO 21	4142 BRITTON LOOP RD	BELLINGHAM	WA	98226-9481	US	1.00	0.10	**0.10**	**0.08**
410	135468	4003321850200000	EDWARD C & EMILY A ELLSWORTH	PO BOX 886	LYNDEN	WA	98264-0886	US	2.00	0.29	**0.58**	**0.50**
411	135470	4003321860650000	JIMMY R SANGER & KAREN L VAN BUREN SANGER	7343 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.34	0.10	**0.23**	**0.20**
412	135479	4003321951200000	RICHARD & CONDEL HOOLSEMA	645 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	**0.10**	**0.08**
413	135480	4003322060200000	DENISE J PETTY & WILLIAM T HOLSATHER	7330 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.00	0.27	**0.53**	**0.45**
414	135481	4003322060650000	RANDY E & KAYLENE J BAJEMA	7339 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.60	0.10	**0.26**	**0.22**
415	135482	4003322201120000	JAMES N & ERMA L ROEDELL FAMILY TRUST/TR	659 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.97	0.10	**0.20**	**0.17**
416	135486	4003322260650000	ANDREW P & KARA J ESHUIS	7335 WISER RIDGE RD	LYNDEN	WA	98264-5101	US	2.56	0.10	**0.26**	**0.22**
417	135487	4003322270200000	SCOTT D & SHAWNA VANDERLEEST	7334 WISER RIDGE RD	LYNDEN	WA	98264-8400	US	2.00	0.34	**0.68**	**0.58**
418	135494	4003322331150000	LAWRENCE H & ELAINE D NYHOFF	689 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	**0.10**	**0.08**
419	135500	4003322491170000	LAWRENCE H & ELAINE D NYHOFF	689 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	**0.10**	**0.08**
420	135504	4003322500220000	DONALD G JR & JULIE A REARDON	7343 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.16	0.34	**0.73**	**0.62**
421	135505	4003322550580000	OYSTEIN & RACHEL HERNES	7349 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.04	0.10	**0.20**	**0.17**
422	135506	4003322550860000	BRIAN & TAMMY DEZEEUW	7365 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.33	0.10	**0.23**	**0.20**
423	135508	4003322601160000	ELAINE D NYHOFF	689 E WISER LAKE RD	LYNDEN	WA	98264-9208	US	1.00	0.10	**0.10**	**0.08**
424	135512	4003322740220000	DONALD A & JEAN M BECKMAN	7333 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.17	0.34	**0.74**	**0.63**
425	135516	4003322921160000	KEITH A & SHARYLANN M ZYLSTRA	719 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.35	0.10	**0.23**	**0.20**
426	135519	4003322950220000	EDWARD J & DENISE R BLOK	7327 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.15	0.20	**0.43**	**0.36**
427	135522	4003322980620000	ROBERT K & CATHY STILES	7350 HUISMAN PL	LYNDEN	WA	98264-9207	US	4.37	0.10	**0.44**	**0.37**
428	135523	4003322980890000	MAZZIOTTI TRUST ROBERT R MAZZIOTTI & KAROL \	7360 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.44	0.10	**0.24**	**0.21**
429	135540	4003323140210000	DEAN R & BEVERLY A BOICE	7321 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.00	0.26	**0.52**	**0.45**
430	135542	4003323191250000	HOWARD J & PATRICIA M VAN LAEKEN	737 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.48	0.10	**0.15**	**0.13**
431	135549	4003323350210000	TRENT & JENNIFER VELTKAMP	7315 HUISMAN PL	LYNDEN	WA	98264-9207	US	1.86	0.37	**0.68**	**0.58**
432	135551	4003323370640000	TERRY & CAROL KLEINHUIZEN	759 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.42	0.10	**0.24**	**0.21**
433	135552	4003323371050000	KENNETH E LANGEL TRUST/TR	755 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.42	0.10	**0.24**	**0.21**
434	135561	4003323551050000	JAMES D & TERI L CHRISTOFFERSON	769 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.03	0.10	**0.20**	**0.17**
435	135562	4003323590210000	DONALD R & KAREN L FISHER	7305 HUISMAN PL	LYNDEN	WA	98264-9207	US	2.50	0.59	**1.46**	**1.24**
436	135563	4003323600590000	JOHN M & CAPRICE R BILLESTER	779 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	2.00	0.10	**0.20**	**0.17**
437	135568	4003323650920000	JONATHAN HOLMAN	1685 H ST	BLAINE	WA	98230-5106	US	1.00	0.10	**0.10**	**0.08**
438	135575	4003323871240000	JERRY M BONSEN	787 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.00	0.10	**0.10**	**0.08**
439	135576	4003323881040000	JERRY M BONSEN	787 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.00	0.10	**0.10**	**0.08**
440	135587	4003324061240000	ROBERT A & ROXIE M VLAS	799 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.00	0.10	**0.10**	**0.08**
441	135588	4003324151060000	ROBERT A & ROXIE M VLAS	799 E WISER LAKE RD	LYNDEN	WA	98264-9431	US	1.82	0.10	**0.18**	**0.15**
442	135598	4003324280200000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	29.00	0.95	**27.45**	**23.33**
443	135606	4003324421140000	BRADLEY A & JANET R STEPHAN	833 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.95	0.10	**0.20**	**0.17**
444	135615	4003324570810000	RODGER J & JULIA H SOUTH	831 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	2.77	0.10	**0.28**	**0.24**
445	135617	4003324590560000	RON & BEV DEBOER LIVING TRUST/TR	825 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.98	0.11	**0.22**	**0.18**
446	135621	4003324641140000	BENJAMIN E & ALISON A KUIKEN	849 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.95	0.10	**0.20**	**0.17**
447	135630	4003324870690000	WAYNE G & JOAN C HERSMAN	869 E WISER LAKE RD	LYNDEN	WA	98264-9455	US	2.40	0.11	**0.27**	**0.23**
448	135631	4003324870990000	WAYNE G HERSMAN	869 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.74	0.10	**0.17**	**0.15**
449	135632	4003324871200000	JAMES W & WANDA C SHELLY	855 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.20	0.10	**0.12**	**0.10**
450	135640	4003325070220000	TERRY W & JANE E WESTHOFF	7235 HANNEGAN RD	LYNDEN	WA	98264-9217	US	5.53	1.00	**5.53**	**4.70**
451	135644	4003325080620000	THEODORE JAGER	871 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	2.37	0.25	**0.59**	**0.51**
452	135645	4003325191240000	JAMES H & LAURA L UNGERSMA	879 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	1.00	0.10	**0.10**	**0.08**
453	135646	4003325201080000	NORMAN L TESELLE	7373 HANNEGAN RD	LYNDEN	WA	98264-9422	US	1.00	0.10	**0.10**	**0.08**
454	135649	4003325240860000	WADE C & CORRINE E DEJONG	7361 HANNEGAN RD	LYNDEN	WA	98264-9422	US	1.14	0.10	**0.11**	**0.10**
455	135656	4003325320640000	3251 LLC	6794 HANNEGAN RD	EVERSON	WA	98247-9636	US	1.28	0.17	**0.22**	**0.19**
456	135674	4003325351010000	NORMAN L TESELLE	7373 HANNEGAN RD	LYNDEN	WA	98264-9422	US	1.00	0.10	**0.10**	**0.08**
457	135675	4003325351110000	KYLE BROOKS	PO BOX 29688	BELLINGHAM	WA	98228-1688	US	1.00	0.10	**0.10**	**0.08**
458	135676	4003325351240000	RYAN & ASHLEY HUNNICUTT	1840 MAIN ST APT 26	LYNDEN	WA	98264-9754	US	1.00	0.10	**0.10**	**0.08**
459	135691	4003330330760000	GARY & JULIE LANKHAAR	7372 HANNEGAN RD	LYNDEN	WA	98264-9468	US	18.80	0.50	**9.45**	**8.03**

DRAINAGE IMPROVEMENT DISTRICT NO. 5
PROPOSED SYSTEM OF ASSESSMENT

count	prop_id	geo_id	title_owner_name	title_owner_address	title_owner_city	title_owner_state	title_owner_zip	title_owner_country	Assessed Acres (1 Ac./Min.)	Average Benefit Zone (Acres)	Proposed Basis	Proposed Fee (Per 1K)
460	135708	4003330900320000	LOZIER FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	5.29	1.00	**5.29**	**4.50**
461	135710	4003330910770000	WESTERFIELD FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	6.79	0.44	**2.99**	**2.54**
462	135711	4003330911340000	LOZIER FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	6.79	0.04	**0.28**	**0.24**
463	135735	4003331480940000	WESTERFIELD DESIGNS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	6.00	0.07	**0.44**	**0.38**
464	135758	4003332230940000	LOZIER FARMS LLC	7420 WESTERFIELD RD	LYNDEN	WA	98264-9381	US	47.26	0.03	**1.58**	**1.34**
465	173228	3903063354610000	MARLO G & ERNA C HOLLANDER	7245 BARBERS GROVE LN	LYNDEN	WA	98264-9219	US	14.65	0.84	**12.33**	**10.48**
466	173230	3903063445250000	MARK & KRISTEN HOLLANDER	359 E WISER LAKE RD	LYNDEN	WA	98264-9205	US	1.38	1.00	**1.38**	**1.17**
467	173635	3902024653030000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	15.37	0.94	**14.48**	**12.31**
468	173639	3902025152900000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	4.82	1.00	**4.82**	**4.10**
469	173891	3902014033340000	KEN BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	9.91	0.32	**3.18**	**2.70**
470	173892	3902013383340000	KENNETH A BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	8.68	0.59	**5.14**	**4.36**
471	174268	3902024273870000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	2.24	0.40	**0.90**	**0.76**
472	174269	3902024783700000	CMF FARMING PROPERTIES LLC	697 LOOMIS TRAIL RD	LYNDEN	WA	98264-9728	US	17.99	0.78	**14.12**	**12.00**
473	174358	3903081485160000	SAMANTHA G STEELE	613 E POLE RD	LYNDEN	WA	98264-9668	US	2.02	0.10	**0.20**	**0.17**
474	174359	3903081484830000	RICHARD L STEELE	613 E POLE RD	LYNDEN	WA	98264-9668	US	3.01	0.10	**0.30**	**0.26**
475	174419	3902014965570000	KURTIS H & KRISULA E REARDON	980 E 74TH LN	LYNDEN	WA	98264-9365	US	1.00	1.00	**1.00**	**0.85**
476	174420	3902015085570000	CHARLES J DEWAARD	7401 OLD GUIDE RD	FERNDALE	WA	98248-9419	US	1.00	1.00	**1.00**	**0.85**
477	174421	3902015215540000	CHARLES J DEWAARD	7401 OLD GUIDE RD	FERNDALE	WA	98248-9419	US	1.43	0.82	**1.17**	**1.00**
478	174735	3903060513480000	BAYA PIP XXV LLC	PO BOX 189	FERNDALE	WA	98248-0189	US	1.00	0.20	**0.20**	**0.17**
479	176561	3903073823850000	MANJIT S & PARAMJIT K SANDHU	6780 TRANQUIL LN	LYNDEN	WA	98264-9065	US	1.45	0.20	**0.29**	**0.25**
480	176563	3903074553650000	BATH HOLDINGS CORPORATION	BOX 13101 RPO HIGHSTREET	ABBOTSFORD BC V2T 0C4			CAN	28.49	0.11	**3.11**	**2.64**
481	177897	3903060281650000	CHRISTINE K VAN BEEK	7026 GUIDE MERIDIAN	LYNDEN	WA	98264-9644	US	4.17	0.18	**0.74**	**0.63**
482	177898	3903060601690000	JOHN R & CAROLINE M DICKINSON	8200 DOUBLE DITCH RD	LYNDEN	WA	98264-9716	US	5.00	0.20	**1.00**	**0.85**
483	177899	3903060941700000	JULIE A DENSON	9088 KENDALL RD	SUMAS	WA	98295-8608	US	5.02	0.20	**1.00**	**0.85**
484	178066	3902011964010000	ROGER D & VICKI K HAWLEY	495 E AXTON RD	BELLINGHAM	WA	98226-9760	US	63.55	0.88	**56.19**	**47.75**
485	178125	3902011243200000	ROGER D & VICKI K HAWLEY	495 E AXTON RD	BELLINGHAM	WA	98226-9760	US	49.90	0.92	**45.84**	**38.96**
486	179208	3903081985100000	CRAIG W & CHREY D NELSON	635 E POLE RD	LYNDEN	WA	98264-9668	US	1.88	0.10	**0.19**	**0.16**
487	179209	3903082205100000	RACHELLE R FOSTER	702 KELLY RD	BELLINGHAM	WA	98226-9732	US	1.88	0.10	**0.19**	**0.16**
488	179210	3903082104820000	RACHELLE R FOSTER	702 KELLY RD	BELLINGHAM	WA	98226-9732	US	2.00	0.10	**0.20**	**0.17**
489	179211	3903082104350000	ROBERT W RAPLEE	1483 BURK RD	BLAINE	WA	98230-9290	US	7.67	0.07	**0.54**	**0.46**
490	179280	3902014652140000	KRUNDISH GREWAL	6877 HAWK RIDGE DR	FERNDALE	WA	98248-9804	US	5.64	0.35	**2.00**	**1.70**
491	179281	3902015152250000	JAGDISH S & MANJIT K GREWAL	6877 HAWK RIDGE DR	FERNDALE	WA	98248-9804	US	4.84	0.30	**1.46**	**1.24**
492	180188	3903061222020000	BRENDA M HORAT	1539 FRUITLAND DR	BELLINGHAM	WA	98226-1201	US	9.78	0.24	**2.33**	**1.98**
493	180998	3903052180300000	BATHE FARMS INC	PO BOX 973	SUMAS	WA	98295-0973	US	2.37	0.10	**0.24**	**0.20**
494	180999	3903052130800000	DANA D & DIANA L JOHNSON	3950 HOME RD	BELLINGHAM	WA	98226-9147	US	38.88	0.23	**9.07**	**7.70**
495	182000	4003323980830000	JOE V HICKEY	811 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	2.27	0.10	**0.23**	**0.19**
496	182001	4003323980560000	JOE V HICKEY	811 E WISER LAKE RD	LYNDEN	WA	98264-9671	US	4.31	0.10	**0.44**	**0.37**
497	183418	3903060303660000	BAYA PIP XV LLC	PO BOX 189	FERNDALE	WA	98248-0189	US	3.49	0.20	**0.70**	**0.59**
498	183422	3903060503960000	DOUGLAS A & DARLA R LAUGHLIN	130 MISTY WATERS LN	LYNDEN	WA	98264-9457	US	1.47	0.48	**0.71**	**0.60**
499	183884	3902012331160000	DEWILDE'S PROPERTIES LLC	9487 WATERFALL PL	CUSTER	WA	98240-9245	US	13.26	0.04	**0.59**	**0.50**
500	183886	3902012331810000	LARRY & MARGARET RUDY	7037 OLD GUIDE RD	LYNDEN	WA	98264-9436	US	5.72	0.18	**1.03**	**0.87**
501	184259	3902013562150000	KEN BERNARDY	PO BOX 1341	TROUT CREEK	MT	59874-1341	US	13.14	0.38	**5.02**	**4.26**
502	185184	3902011110280000	BENJAMIN E & ROMAY D NICHOLS	412 W POLE RD	LYNDEN	WA	98264-9660	US	5.31	0.10	**0.53**	**0.45**
503	185185	3902011110730000	BENJAMIN E & ROMAY D NICHOLS	412 W POLE RD	LYNDEN	WA	98264-9660	US	4.69	0.10	**0.47**	**0.40**
504	185860	4003312450210000	DALE A & TRISCHA A BLOK	296 E WISER LAKE RD	LYNDEN	WA	98264-9453	US	2.00	0.09	**0.17**	**0.14**
505	185869	4003312950670000	LAKEVIEW HOMES LLC	7768 BEEBE RD	LYNDEN	WA	98264-9407	US	14.59	0.03	**0.50**	**0.43**
505		**TOTALS**	**DRAINAGE IMPROVEMENT DISTRICT NO. 5**						2683.94	165.84	**1176.77**	**1000.00**

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-213

File ID:	AB2020-213	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	05/05/2020	**Entered by:**	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Ordinance Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance authorizing installation of stop signs on Truck Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/19/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Proposed Ordinance, 2020 FEMA Exhibit

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and
The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer

Date: May 6, 2020

Re: **Truck Road - Flood Damage from Milepost 1.60 to Milepost 1.65; Emergency Ordinance for Installation of Stop Signs**

Requested Action
Public Works respectfully requests that the County Council adopt the proposed emergency ordinance to install temporary stop signs associated with a single-lane configuration on Truck Road from approximately milepost 1.60 to milepost 1.65. The temporary signs & single-lane configuration will remain until road repairs to address the adjacent hazard are completed.

Background and Purpose
Due to severe weather in January and February of 2020, there was significant erosion to a portion of Truck Road's fill slope adjacent to the Nooksack River, requiring a one-lane roadway from milepost 1.60 to milepost 1.65. The loss of the roadway section, during a severe weather event labeled the "Super Bowl Flood", occurred during the time period from late January through early February 2020. On January 29, 2020, Whatcom County issued a "Proclamation of Emergency", and submitted the damage site to FEMA for funding. The exact schedule for repairs to Truck Road is currently unknown, but is anticipated to occur after FEMA funding is authorized and design/permitting work proceeds into 2021. These temporary stop signs will be removed at the completion of the repair work.

Information
This ordinance will allow for the temporary installation of stop signs and is necessary to comply with RCW 46.61.200 and 47.36.110 to install traffic control signs.

Please contact Mike Donahue at extension 6250 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering

INTRODUCTION DATE: 5-19-2020

ORDINANCE NO._____

TEMPORARY INSTALLATION OF STOP SIGNS ON TRUCK ROAD

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, due to the severe weather commonly called the Super Bowl Flood", which Whatcom County issued a "Proclamation of Emergency" on January 29, 2020, there was erosion to a portion of Truck Road, and it was determined that a one-way road is needed on Truck Road, from milepost 1.60 to milepost 1.65 with stop control at each end; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be installed on Truck Road at both ends of the erosion area, located within Section 33, Township 39 North, Range 5 East, W.M.; and

BE IT FURTHER ORDAINED that when the repairs to Truck Road are completed, the temporary stop signs will be removed; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ____ day of _____, 2020.

	WHATCOM COUNTY COUNCIL
ATTEST:	WHATCOM COUNTY, WASHINGTON
_____	_____
Dana Brown-Davis, Council Clerk	Barry Buchanan, Council Chair
APPROVED AS TO FORM:	( ) Approved ( ) Denied
_____	_____
Sr Deputy Prosecuting Attorney, Civil Division	Satpal Sidhu, Executive
	Date: _____

EXHIBIT

DEPARTMENT OF PUBLIC WORKS
322 N. COMMERCIAL ST., SUITE 301
BELLINGHAM, WA 98225
(360) 778-6210

TRUCK RD. FLOOD DAMAGE SITE
Mile Post 1.60 to 1.65

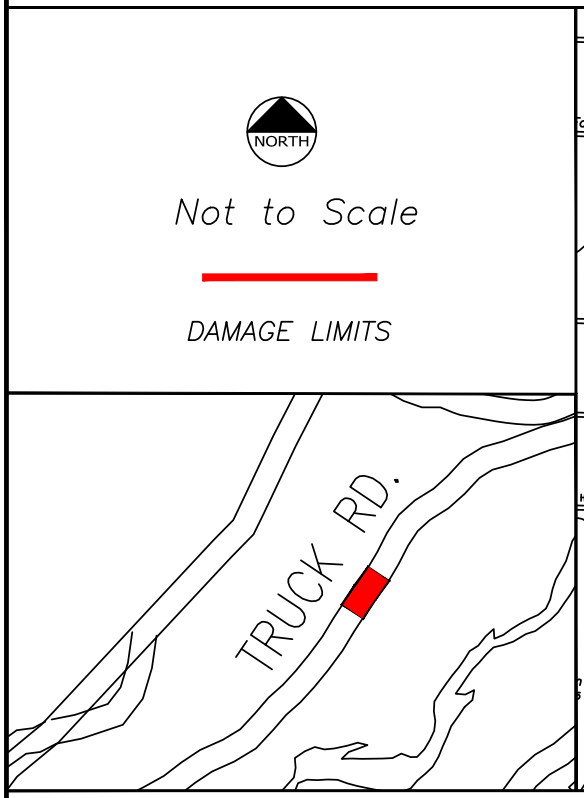
DATE of DAMAGE: January-February 2020

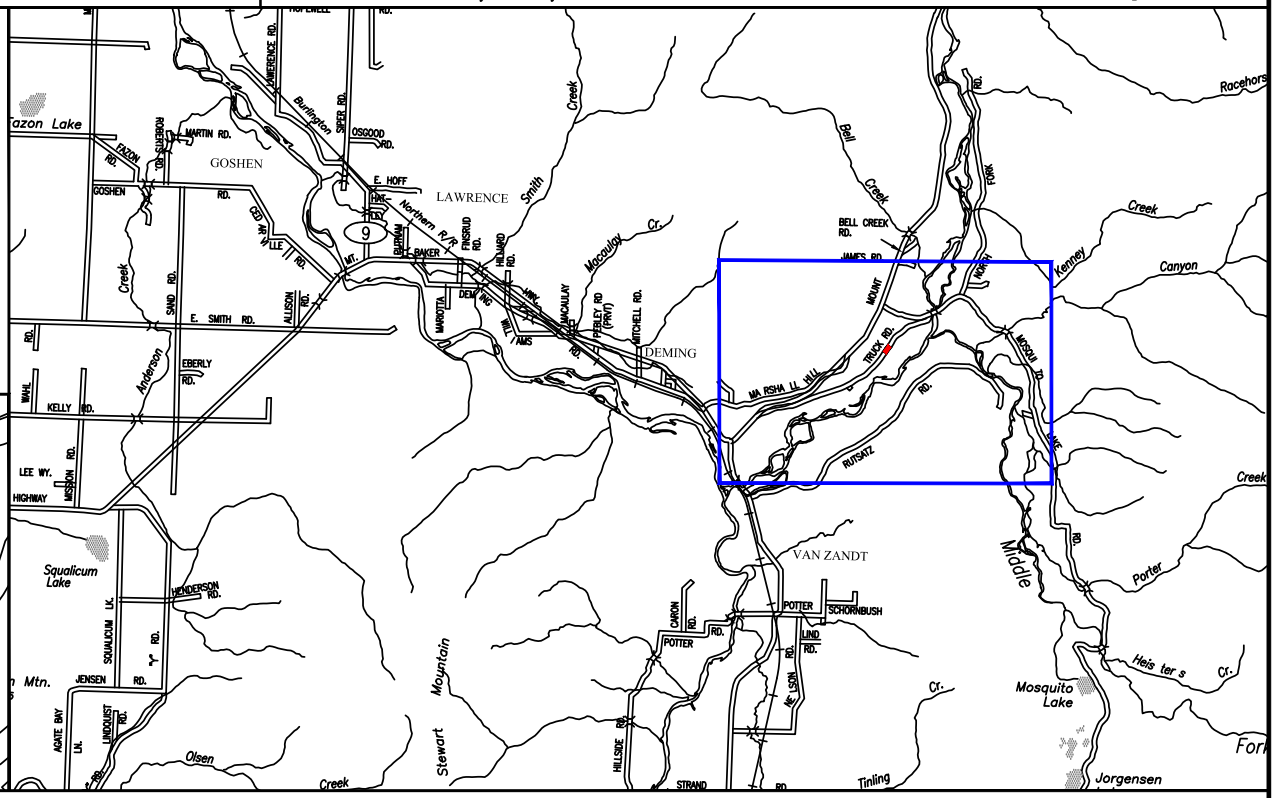
SHEET: 1 OF 1

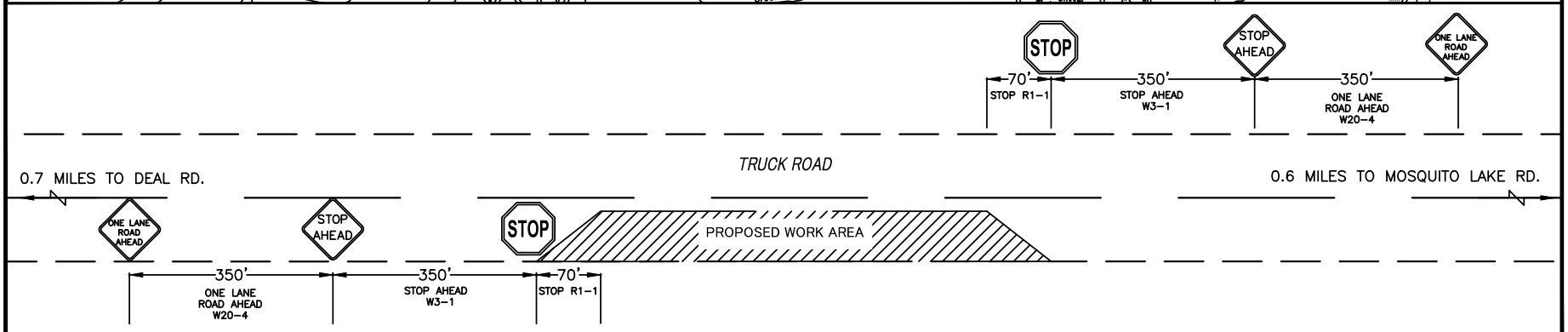
NORTH

Not to Scale

DAMAGE LIMITS







Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-106

File ID:	AB2020-106	**Version:**	1	**Status:**	Agenda Ready
File Created:	02/24/2020	**Entered by:**	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Resolution		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: maamot@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution docketing comprehensive plan and development regulation amendments

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County Code indicates that proposed comprehensive plan and development regulation amendments are to be docketed by the County Council. Planning and Development Services is forwarding a proposed resolution so that Council can determine which amendments to docket for further review.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/23/2020	Council Special Committee of the Whole	RECOMMENDED FOR APPROVAL WITH PROPOSED AMENDMENT	

Attachments: Staff Memo, Draft Resolution, Exhibit A as amended 6.23.2020, PLN2020-00001 application (revised), PLN2020-00002 (Six-Year CIP Application), PLN2020-00003 (NC to Residential Application), PLN2020-00004 (RF Mt Baker Hwy - Supplemental Info), PLN2020-00004 (RF Mt Baker Hwy application)

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

Memorandum

TO: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner
THROUGH: Mark Personius, Director

DATE: February 24, 2020

SUBJECT: Docketing Comp Plan & Development Regulation Amendments

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Pursuant to state and local law, proposed comprehensive plan and development regulation amendments are docketed for further review by the County Council each year. This year, there are seven new applications and a number of previous applications (initiated in past years) on the proposed docket.

New Applications

Whatcom County has submitted or received new proposals relating to the following topics for consideration in 2020:

- Point Roberts Special District – Moratorium and Economic Assessment
- Capital Facilities Planning
- Neighborhood Commercial to Residential Rezone
- Rural Forestry Designation and Text Amendment (Nooksack Falls)
- Whatcom County Code Amendments
- Shoreline Program Update
- Countywide Planning Policy Amendments

The Council should determine which of the above proposals to docket for further review in 2020. Docketed amendments will be submitted for SEPA review, evaluated by the Planning Department, and go to a public hearing before the Planning Commission prior to returning to the County Council for a final decision. If an amendment is not docketed by Council, it will not go forward.

Fee waivers have been requested for the Point Roberts Special District, Neighborhood Commercial to Residential Rezone, and the Rural Forestry Designation and Text Amendment (Nooksack Falls) applications. WCC 22.10.020(3)(b) states: ". . . When docketing an application, the county council may waive the application fees if it finds the proposed amendment would clearly benefit the community as a whole."

The Council may docket these amendments without waiving the approximately $9,640 in fees, docket the amendments and waive the fees, or choose not to docket the amendments.

Previous Applications

In addition to the new applications, the following projects were docketed for review in previous years. They are included in the proposed resolution, as review has not been completed:

- Mineral Resource Lands Expansion – Breckenridge Rd.
- Lummi Island Ferry Amendments
- Density Credit Program – Zoning Code Amendments
- Point Roberts Subarea Plan and Point Roberts Special District
- Surface Mining Pipeline Buffer
- Surface Mining of Dry Meander Zones
- Density Credit Program – Comprehensive Plan Amendments
- Repeal Cherry Point-Ferndale Subarea Plan
- Critical Areas Ordinance - On-Going Agriculture
- Wind Energy System Amendments
- Cherry Point Amendments
- Sustainable Salmon Harvest Goal
- Mineral Resource Lands – County-wide Designation Process;
- Wireless Communication Facilities;
- Sign Regulations Update;
- Vacation Rental Regulations;
- Code Enforcement Amendments;
- Boundary Line Adjustments;
- Weddings and Special Events;
- Agricultural Strategic Plan Implementation; and
- Mineral Resource Lands Expansion – North Star Rd.

Thank you for your consideration of the proposed resolution. We look forward to discussing it with you.

Proposed by: Planning & Development Services
Introduction date: _____

RESOLUTION NO. _____

DOCKETING COMPREHENSIVE PLAN
AND DEVELOPMENT REGULATION AMENDMENTS

WHEREAS, the Growth Management Act (RCW 36.70A.470) requires the County to consider the proposed docket of comprehensive plan and development regulation amendments on at least an annual basis; and

WHEREAS, the provisions of WCC 22.10.020 indicate that Comprehensive Plan and development regulation amendments are to be docketed for review by approval of a resolution by the County Council; and

WHEREAS, the Whatcom County Planning and Development Services Department has forwarded a docket of proposed Comprehensive Plan and development regulation amendments to the County Council for consideration.

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby dockets for formal review the amendments shown on attached Exhibit A.

APPROVED this _____ day of _____2020.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

_____
Civil Deputy Prosecutor

EXHIBIT A – Docket

File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
PLN2020-00002	Capital Facilities Planning	Whatcom County	Amend the capital facilities element of the Whatcom County Comprehensive Plan, including the Six-Year Capital Improvement Program (Appendix F).	County-wide	N/A
PLN2020-00003	Neighborhood Commercial to Residential Rezone	Charles P. Vogel & George Johnson	Rezone approximately 1.25 acres from Neighborhood Commercial (NC) to Residential Rural (RR-1).	Parcel #'s 380127 456016, 380127 457023, and 380127 455009. Within the SE ¼ of section 27, T38N, R1E, W.M.	No
PLN2020-00004	Rural Forestry Designation and Text Amendment – Nooksack Falls	Ali Taysi / AVT Consulting	Amend the comprehensive plan designation from Mineral Resource Lands (MRL) to Rural Forestry on approximately 66 acres in the Nooksack Falls exclave (off Mt. Baker Hwy). Amend the Zoning Code to allow certain conditional uses in the Nooksack Falls exclave within the Rural Forestry zone (WCC 20.42.155).	Parcel #'s 400831 580150, 400831 450200, and 390806 550550; Within section 31, T40N, R8E, and section 6, T39N, R8E W.M.	No
PLN2020-00005	Whatcom County Code Amendments	Whatcom County	Review and revise the Whatcom County Zoning Code and other sections of the County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Revisions needed to achieve consistency with the Growth Management Act may also be considered.	N/A	N/A
PLN2020-00006	Shoreline Program Update	Whatcom County	Update the Whatcom County Shoreline Management Program (Title 23). Move the goals and policies of the Shoreline Management Program to the Whatcom County Comprehensive Plan.	N/A	N/A

337

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File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
PLN2020-00007	Countywide Planning Policy Amendments	Whatcom County	Amend the Countywide Planning Policies (CWPPs) by adding new sections relating to the Review and Evaluation Program (Buildable Lands), Dispute Resolution Procedures, and Countywide Planning Policy Amendment Procedures. The CWPPs are inserted into Appendix C of the Whatcom County Comprehensive Plan.	N/A	N/A
PLN2019-00002	MRL Expansion – Breckenridge Rd.	Concrete Nor'West	Amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 22.8 acres off Breckenridge Rd., east of Nooksack. The underlying zoning is Rural one dwelling/five acres (R5A).	Parcel # 400428 165430 and a portion of parcel # 400428 254460; Within the NW ¼ and NE ¼ of section 28, T40N, R4E, W.M.	No
PLN2019-00004	Lummi Island Ferry Amendments	Whatcom County	Amend Whatcom County Comprehensive Plan provisions relating to the Lummi Island Ferry. Modify Policy 6A-1 relating to ferry level of service and delete Policy 6C-9 relating to a ferry feasibility study as shown in Resolution 2018-026.	N/A	N/A
PLN2019-00005	Density Credit Program - Zoning Code Amendments	Whatcom County	Amend the Whatcom County Zoning Code to implement the following recommendations contained in the TDR/PDR Multi-Stakeholder Work Group Final Report dated October 3, 2018: (1) modify the UR4 zone in the Birch Bay Urban Growth Area to allow increased density if density credits are purchased and (2) modify the code to allow larger accessory dwelling unit size if density credits are purchased.	Birch Bay and other areas of the county	N/A
~~PLN2019-00006~~	~~Whatcom County Code~~	~~Whatcom County~~	~~Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom~~	~~N/A~~	~~N/A~~

File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
	~~Amendments~~		~~County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act may also be considered.~~		
PLN2019-00007	Point Roberts Subarea Plan and Point Roberts Special District	Whatcom County	Review and, if needed, revise the Point Roberts Subarea Plan and the Point Roberts Special District (WCC 20.72).	Point Roberts	N/A
PLN2019-00010	Surface Mining Pipeline Buffer	Whatcom County Council	Amend the Whatcom County Comprehensive Plan and Whatcom County Code to determine the minimum safe distance to allow surface mining to be conducted from a petroleum pipeline to ensure a pipeline will not become exposed or rupture during an earthquake event and contaminate an aquifer. Determination should be based on independent sources where possible and assume a magnitude 9.0 or greater earthquake could occur.	Countywide	N/A
PLN2019-00011	Surface Mining of Dry Meander Zones	Whatcom County Council	Amend the Whatcom County Comprehensive Plan and Whatcom County Code to allow the seasonal extraction of sand and gravel from dry upland areas located within the 1,000 year meander zone of the Nooksack River, provided that such extraction has no negative impact on salmon spawning habitat. The intent is to (a) reduce the conversion of land currently used for farming, forestry and wildlife habitat into gravel pits, and (b) safely remove some	Countywide	N/A

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File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
			of the significant sediment load that enters the Nooksack every year in an effort to reduce flooding and the need to build higher flood prevention berms along the river as the climate continues to change.		
PLN2018-00002	Density Credit Program – Comprehensive Plan Amendments	Whatcom County	Amend the Whatcom County Comprehensive Plan to reflect a shift in emphasis from a traditional transfer of development rights program to a density credit program. Density credits allow development incentives, such as increased density, in exchange for a voluntary contribution towards preserving agricultural lands and open space.	N/A	N/A
PLN2018-00003	Repeal Cherry Point-Ferndale Subarea Plan	Whatcom County	Repeal the Cherry Point-Ferndale Subarea Plan, which was adopted in 1981. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan and Zoning Code.	Cherry Point-Ferndale Subarea	N/A
PLN2018-00005	CAO On-Going Agriculture	Whatcom County	The Critical Areas Ordinance (CAO) was adopted by the County Council in December 2017 (Ordinance 2017-077). Section 4(a) of this Ordinance states "Planning and Development Services staff shall work with the farming community to develop creative solutions that would allow farmers to maintain or attain 'ongoing agriculture' status pursuant to applicable laws. Proposed code amendments to the Critical Areas Ordinance related to ongoing agriculture shall be processed with all due haste, but the first proposal shall be brought to Council for consideration no later than July 1, 2018."	N/A	N/A

File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
PLN2018-00008	Wind Energy System Amendments	Whatcom County Planning Commission	Review and, if needed, revise WCC 20.14 Wind Energy Systems.	N/A	N/A
PLN2018-00009	Cherry Point Amendments	Whatcom County Council	Amend the Whatcom County Comprehensive Plan and Whatcom County Code to address ways the County may limit the negative impacts on public safety, transportation, the economy, and the environment from crude oil, coal, liquefied petroleum gases, and natural gas exports from the Cherry Point Urban Growth Area, in accordance with Whatcom County Comprehensive Plan Policy 2CC-16.	Cherry Point UGA	N/A
PLN2018-00010	Sustainable Salmon Harvest Goal	Whatcom County Council	Amend the Comprehensive Plan to create a new policy to work with Lummi and Nooksack Nations, the State Department of Fish and Wildlife (WDFW) and other stakeholders to establish a sustainable salmon harvest goal for the county.	N/A	N/A
PLN2017-00004	MRL County-wide Designation Process	Whatcom County	Through a county-led countywide assessment, seek to identify and designate potential commercially significant mineral resource lands, to meet future demand, compatible with water resources, agricultural lands, forest lands and other GMA goals pursuant to Comprehensive Plan Policy 8R-1.	County-wide	N/A
PLN2016-00006	Wireless Communication Facilities	Whatcom County	Review and update provisions in WCC 20.13 (Wireless Communication Facilities) to ensure consistency with: (1) New 2015 FCC rules (80 FR	N/A	N/A

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File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
			1238) which are designed to implement and enforce Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 and (2) New 2018 FCC rules entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment."		
PLN2016-00009	Sign Regulations Update	Whatcom County	Review and revise Whatcom County Code 20.80.400 (Sign Regulations), including updating the code for consistency with the U.S. Supreme Court's decision in *Reed v. Town of Gilbert* (2015).	N/A	N/A
PLN2014-00020 PLN2016-00011	Vacation Rental Regulations	Whatcom County	Amend Whatcom County Code Title 20 (Zoning) & Title 23 (Shoreline Management Program) to allow vacation rentals under certain conditions as a use within certain zones and shoreline designations.	N/A	N/A
PLN2015-00003	Code Enforcement Amendments	Whatcom County	Create a new Whatcom County Code (WCC) Chapter 22.15, called "Code Compliance Procedures" to establish an efficient system to address enforcement of building, critical areas and zoning codes. The proposal would consolidate the existing code enforcement provisions from WCC 15, 16.16, and 20 into a new WCC 22.15. The proposed amendments include provisions that would allow the County to record a document at the Whatcom Auditor's office indicating that there is a code violation on a property.	N/A	N/A
PLN2014-00001	Boundary Line Adjustments	Jay Irwin	Amend Section 20.83.110 of the Whatcom County Zoning Ordinance relating to boundary line adjustments. The amendment would allow boundary	N/A	N/A

File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
			line adjustments to nonconforming parcels to resolve encroachments such as fences, trees and other occupational indicators. The amendment would also allow boundary line adjustments that modify the boundaries between two nonconforming parcels based upon land owner preferences, as long as the smallest parcel is not decreased in size.		
PLN2014-00016	Weddings and Special Events	Whatcom County	Amend the Whatcom County Zoning Ordinance to allow "Weddings and Special Events" in specific zone districts through a conditional use permit. Amend WCC 20.97 to define "Special Events" and amend the parking space requirements in WCC 20.80.580.	N/A	N/A
~~PLN2013-00003~~	~~Bellingham Development Standards~~	~~Whatcom County~~	~~Review and potentially revise the Whatcom County Code to adopt City of Bellingham Development Standards for the Bellingham Urban Growth Area (UGA).~~	~~These amendments relate to the Bellingham UGA~~	~~N/A~~
PLN2012-00007	Agricultural Strategic Plan Implementation	Whatcom County	Resolution 2018-027 was approved by the County Council on 8/8/2018 declaring support for the updated Whatcom County Agricultural Strategic Plan. Immediate priorities in this plan include reviewing designation of Agricultural Lands of Long-term Commercial Significance and the agricultural zoning code. Reviewing the Rural Study Areas as listed in the 2007 Rural Land Study and making recommendations for possible changes in accordance with Resolution 2009-040 (100,000 acre target), Resolution 2018-027 (Updated Agricultural Strategic Plan) and RCW 36.70A.170 and .177 will be included. Other short-term and medium-term priorities in this plan include development of policies	Proposal relates to Agricultural and Rural lands	N/A

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File #	File Name	Applicant	Description	Location	Fee Waiver Granted?
			and regulations that provide for protection of the best agricultural areas while supporting development at zoned densities and continued work on development of the Natural Resource Marketplace. These activities may lead to proposed changes to the agricultural portions of the Comprehensive Plan and zoning regulations.		
PLN2012-00009	MRL Expansion – North Star Rd.	Ferndale Ready Mix & Gravel	Amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 19.7 acres on the west side of North Star Rd., south of Brown Rd. The underlying zoning is Rural one dwelling/five acres (R5A).	Parcel # 390110 212100; Within the SW ¼ of section 10, T39N, R1E, W.M.	N/A

Point Roberts Independent Business Council

February 17, 2020

PLANNING & DEVELOPMENT SERVICES
FEB 1 ? 2020
RECEIVED

Planning & Development Services
c/o Mark Personius
5280 Northwest Drive C
Bellingham, WA 98226
(360) 778-5900

On July 8, 2019 the Point Roberts Independent Business Council (PRIBC) submitted Zoning Amendment Application PLN2020-00001, inclusive of aDocketing Application Fee #8438, which included a request to waive the associated application fees, citing precedent set in 2014 by Whatcom County's having waived all associated fees for the Point Roberts Community Advisory Committee's own Zoning Amendment Application tio revise Point Roberts Special District 20.72.

We respectfully submit to Planning and Development Services the attached revised application, in order to provide additional information, which supports our amended description. The original application proposed the 'Full and complete repeal of Point Roberts Special District 20.72'.

The revised application proposes 'An Immediate Moratorium of Point Roberts Special District 20.72, excepting for Sections 20.72.400 and 20.72.653, until such time as a Hearing Examiner Process is able to comprehensively assess the economic impacts and the overall efficacy of this Whatcom County Code which is in direct conflict with the existing Point Roberts Sub-Area Plan, which it purports to enforce.'

As Whatcom County records clearly indicate, since the inception of Point Roberts Special District 20.72, no measurable economic impact studies have been undertaken by either the County or the Point Roberts Community Advisory, nor by any outside agency, to support the ongoing expansion and furtherance of 20.72.

In November 2019, the PRIBC commissioned the Western Washington University's Center for Business and Economic Research to provide measurable economic data, which upon review, strongly supports our position that 20.72 not only provides no discernable economic benefit to the Small Town Commercial District of Point Roberts, it has and continues to negatively impact the economic viability of Point Roberts as a whole. The Port of Bellingham's Regional Economic Partnership is in support of the PRIBC's assertion that the failure to address these economic impacts likely presents a clear and present danger to the economic viability of the Point Roberts business community, and its stated purpose of supporting an environment of sustainable tourism.

Respectfully,

Brian Calder
President, PRIBC

Tel: (360) 945-2353 Email: pointrobertsibc@gmail.com Website: www.pribc.org

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

J.E. "Sam" Ryan
Director

PLANNING & DEVELOPMENT SERVICES
FEB 17 2020
RECEIVED

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: _____

Topic of Proposed Amendment:

Moratorium and Comprehensive Review of Point Roberts Special District 20.72, and the Point Roberts Design Guidelines.

A. General Information – All applicants must complete this section.

Applicant's Name: Point Roberts Independent Business Council

Signature: _____

Mailing Address: 1940 APA Road

Point Roberts, WA 98281

Email Address: pointrobertsibc@gmail.com

Home Phone #: 3609452353 Cell Phone #: 3603197958 Business Phone # _____

Agent's Name: Brian Calder

Mailing Address: 1940 APA Road

Point Roberts, WA 98281

Email Address: pointrobertsibc@gmail.com

Business Phone #: (360) 945-2353 Cell Phone #: (360) 319-7958 Home Phone #

Please complete the questions below. Attach additional pages as needed.

1. Give a complete but short description of the proposed amendment.

   An Immediate Moratorium of Point Roberts Special District 20.72, excepting for Sections 20.72.400 and 20.72.653, until such time as a Hearing Examiner Process is able to comprehensively assess the economic impacts and the overall efficacy of this Whatcom County Code which is in direct conflict with the existing Point Roberts Sub-Area Plan, which it purports to enforce.

2. 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.

   Establishment of the Point Roberts Special District 20.72 failed entirely to address critical economic impacts on Point Roberts. There exists no measureability within 20.72 to determine whether it is either beneficial or detrimental to the economic well-being of the Point Roberts business community. Within the Whatcom County Comprehensive Plan there is no specificity for how Whatcom County will periodically review the economic impacts of either the Point Roberts Sub-Area Plan or Ordinances passed by County Council which have cited the Sub-Area Plan as rationale for Zoning or Code implementation such as Point Roberts Special District 20.72. WCC Small Town Commercial 20.61 is sufficient to address these concerns and should be the only STC zoning considerations for Point Roberts, so as to provide parity with the entirety of Whatcom County.

3. Describe the "changed" condition(s) which support the amendment.

   In 2019 Whatcom County issued a 'temporary' moratorium on Point Roberts Special District 20.72, requesting that the Point Roberts Community Advisory Committee (established by Ordinance 2010-008) be tasked with proposing revisions to 20.72. The PRCAC's attempt to revise 20.72, failed entirely to address the detrimental economic impacts to local businesses which are presently at risk, for failure to comply with 20.72. The PRCAC's 'so-called 2019 review' of 20.72 blatantly refused to consider how 20.72, or the thirty year-old Point Roberts Sub-Area Plan have negatively impacted the economic viability of the community of Point Roberts.

B. Zoning Map Amendments (Standard Map Amendments and Site Specific Rezones)

Property Interest of Applicant:
- Purchaser/Owner
- Lessee
- Other: _____

Existing Comprehensive Plan Designation: _____

Existing Zoning District: _____

Subarea: _____

1. What is the proposed zoning classification? Proposed Classification: Overlay

2. What is the present use of the property or properties within the proposed rezone?

3. Describe the land use of the surrounding properties.

   Land use of the surrounding properties is predominantly zoned Small Town Commercial.

C. Standard Map Amendments

1. 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

1. Does the proposed amendment have a substantial relationship to public health, safety, morals, general welfare or community needs?

   No agency, department, organization, committee or individual has provided any economic impact studies since the establishment of 20.72, nor within subsequent amendments to support its furtherance, nor has Whatcom County provided any means of ongoing measurability of its economic benefit to the local economy.

   The proposed amendment does in fact have a substantial relationship to public health, safety, morals, general welfare and community needs. Point Roberts has never implemented an Economic Development Strategy, and by proxy, has no reasonable means by which to measure the efficacy of and economic impacts on the local economy. No Ordinance, Zoning overlay or proposed revisions of existing zoning, or enforcement of such, should be implemented without sufficient economic impact consideration. There is in fact a clear and present danger to the general welfare and community needs.

2. 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.

   No additional essential Public Facilities would be required for either a moratorium of 20.72, nor would additional essential Public Facilities be required for a Comprehensive Review and Assessment by the Hearing Examiner Process.

3. Is the proposal is located within an Urban Growth Area? Yes No (go to question #14)

   a. Will the site be serviced by full urban services or be capable of receiving urban services in time to serve the development? Yes No

   b. Will the proposed site use preclude development at urban levels of density when the area is annexed into the city? Yes No

   c. Will the proposed site be five (5) or more acres in size? Yes No

4. 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

Are there any other circumstances that justify the proposed change?

Without a substantive Economic Development Strategy, any and all code and/or revisions to existing zoning overlays which contradict sound economic development policy, prevent and subvert andy and all efforts for the Point Roberts Community to provide economic benefit to its residents, property owners, taxpayers, and business community.

The present global economic downturn, caused in large part by the World Health Organization's Covid-19 global health pandemic pronouncement, presents a clear and imminent threat to the economic viability of all tourism specific locations throughout the world.

To further handicap Point Roberts in this regard, by failing to properly address the shortcomings and inadequacies of Point Roberts Special District 20.72, would be malfeasance of the highest order, would unnecessarily place both the near term and long term economic health and well-being of Point Roberts in jeopardy.

Failure to provide access to the Whatcom County Hearing Examiner process, and by proxy the Planning Commission, for a Comprehensive Review of Point Roberts Special District 20.72, would place Whatcom County in jeopardy for costly litigation, which in turn would cause significant economic peril for both Whatcom County and Point Roberts.

F. Authorization:

Signature of Applicant(s) or Agent:

Point Roberts Independent Business Council _____ Date: February 17, 2020

_____ Date: _____

_____ Date: _____

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax
PDS@whatcomcounty.us

Mark Personius, AICP
Director

Comprehensive Plan and/or Development Regulation Amendment Application

Date Received: _____ File #: _____

Please check one or more of the following amendment types:

- ☐ Comprehensive Plan Map
- ☑ Comprehensive Plan Text
- ☐ Development Regulation Map
- ☐ Development Regulation Text

This form should be used for proposed amendments to the following development regulations in the Whatcom County Code:

- Title 16 - Environment,
- Title 20 - Zoning,
- Title 21 - Land Division Regulations, and
- Title 23 - Shoreline Management Program.

Topic of Proposed Amendment:

Whatcom County Six-Year Capital Improvement Program (Appendix F of the Whatcom County Comprehensive Plan).

A. General Information – All applicants must complete this section.

Applicant Name: Whatcom County Planning & Development Services

Mailing Address: 5280 Northwest Dr. City Bellingham

State WA Zip Code 98226 Phone # (360) 778-5900

Email

Agent/Contact Name: Matt Aamot

Mailing Address: Same City

State Zip Code Phone #

Email

Please complete the questions below. Attach additional pages as needed

B. For Map Amendments

Parcel Information

Tax Parcel Number(s) (APN) N/A

Total Acreage - Gross N/A Net: N/A

Site Address N/A

Township: N/A Range: N/A Section: N/A ¼ Section: N/A

Owner Name N/A

Mailing Address: City

State Zip Code Phone #

Email

1. Existing Comprehensive Plan Designation: N/A
2. Existing Zoning Designation: N/A
3. Proposed Comprehensive Plan Designation: N/A
4. Proposed Zoning Designation: N/A
5. The Present Use of the Property is:

N/A

6. The Intended Future Use of the Property is:

N/A

7. Surrounding Land Use:

N/A

8. Services:
Please provide the following information regarding the availability of services:

The site is currently served by: ☐ Sewer ☐ Septic

If sewer the purveyor is: N/A

The site is currently served by: ☐ Public Water System ☐ Well

If public water the purveyor is: N/A

The site is located on a: ☐ Public Road ☐ Private Road

Name of Road: N/A

Fire District #: N/A Name: _____

School District #: N/A Name: _____

C. For Text Amendments:

Identify the sections of the Comprehensive Plan and/or development regulation that you are proposing to change and provide the proposed wording.

The proposal involves reviewing and updating the capital facilities element of the Whatcom County Comprehensive Plan, including the Six-Year Capital Improvement Program for Whatcom County Facilities (Appendix F of the Whatcom County Comprehensive Plan). The Six-Year Capital Improvement Program will be updated to reflect new conditions and County priorities.

D. For All Amendments:

1. Why is the amendment needed and being proposed?

Whatcom County Comprehensive Plan 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.

The last update to the County's Six-Year Capital Improvement Program (Appendix F) was in 2018 under Ordinance # 2018-074. Therefore, it is due for an update in 2020.

2. How does the proposed amendment conform to the requirements of the Growth Management Act?

The Growth Management Act (GMA), at RCW 36.70A.070(3), requires that the Comprehensive Plan capital facilities plan must include an inventory, forecast of future needs, expanded or new capital facilities, and six-year financing plan.

The Whatcom County captial facilities element will be updated, as necessary to address these items, in 2020.

3. How is the proposed amendment consistent with the County-Wide Planning Policies for Whatcom County?

County-Wide Planning Policy K-1 states: "As part of the comprehensive planning process, the county and the cities shall identify appropriate land for public facilities which meets the needs of the community. . ." The Whatcom County Six-Year Capital Improvement Program is updated periodically in order to conduct on-going planning for County facilities.

4. How is the proposed amendment consistent with the Whatcom County Comprehensive Plan?

Whatcom County Comprehensive Plan GOAL 4B is to: "Develop a six-year financing program for capital facilities that meets the requirements of the GMA, achieves the county's levels-of-service, and is within financial capability as determined by projected financial resources." The subject proposal is intended to update the Capital Improvement Program to maintain compliance with the above referenced Comp Plan goal for County facilities.

5. If within an Urban Growth Area, how is the proposed amendment consistent with interlocal agreements between the County and the City?

The proposed amendment would modify the text of the Comprehensive Plan. Some projects listed in the Comprehensive Plan are located within urban growth areas. However, no conflicts with interlocal agreements have been identified at this time.

6. What changed conditions or further studies indicate a need for the amendment?

• With the passage of time, the inventory of existing County facilities should be updated to include any facility changes during the past two years.
• County goals, policies and adopted level of service standards should be reviewed in order to evaluate County facilities needed through the end of the new six-year planning period, which is 2026.
• New County priorities and/or changed conditions may necessitate altering the list of capital improvement projects and/or financing planned for the new six-year period from 2021-2026.

7. How will the public interest be served by the amendment? Please address the factors identified below.

   - The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.

   - The anticipated effect upon 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.

- Anticipated impact upon designated agricultural, forest and mineral resource lands.

The goal of capital facility planning is to ensure parks, government buildings, correction facilities, roads, and other facilities will be adequate to serve the people of Whatcom County. The proposal includes adoption of a Six-Year Capital Improvement Program, which is a plan for providing County facilities over the six-year period from 2021 to 2026, based upon projected population growth. Therefore, the proposal should complement the County's growth and development plans. Adverse impacts to service providers have not been identified. Additionally, the proposed text amendments should not harm resource lands.

8. Does the amendment include or facilitate illegal spot zoning? ☐ Yes ☑ No
   Please explain.

No zoning amendments are proposed.

E. Supporting Information – Attach the Following:

A. A vicinity map showing property lines, roads, existing and proposed Comprehensive Plan and Zoning designations. (This information is required for map amendments only).

B. 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.

- For map amendments that involve rezoning property to a Mineral Resource Land (MRL) designation, mailing labels with the typed address of each property owner within 2,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.

C. State Environmental Policy Act (SEPA) Checklist

D. For Comprehensive Plan map amendments that propose to re-designate property to a MRL designation, a Comprehensive Plan MRL Application Supplement form is required.

F. Fees

Applicants pay a docketing fee when submitting an application and additional amendment application fees if the County Council decides to docket the application. The Whatcom County Code 22.10.020(3)(b) states that, when docketing an application, the county council may waive the application fees if it finds the proposed amendment would clearly benefit the community as a whole.

A. Are you requesting that the County Council waive the application fees?
☐ Yes ☐ No

If so, please describe how the proposed amendment clearly benefits the community as a whole.

Fees are not required pursuant to WCC 22.10.020.

NOTE: Fees will be assessed in accordance with the Whatcom County Unified Fee Schedule (UFS) in effect at the time of application submittal. Please contact Planning and Development Services to determine project specific fees. Click here to see the 2019/2020 UFS.

Per UFS 2843 all permits and applications are subject to a Technology fee. The fee is calculated on the permit/application fees due.

E. Authorization

Signature of Applicant(s) or Agent:

_____ Date: _____

_____ Date: _____

_____ Date: _____

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax
PDS@whatcomcounty.us

Mark Personius, AICP
Director

WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
DEC 23 2019
RECEIVED

Comprehensive Plan and/or Development Regulation Amendment Application

Date Received: 12/23/2019 File #: PLN2020-00003

Please check one or more of the following amendment types:

- ☐ Comprehensive Plan Map
- ☐ Comprehensive Plan Text
- ☑ Development Regulation Map
- ☐ Development Regulation Text

This form should be used for proposed amendments to the following development regulations in the Whatcom County Code:

- Title 16 - Environment,
- Title 20 - Zoning,
- Title 21 - Land Division Regulations, and
- Title 23 - Shoreline Management Program.

Topic of Proposed Amendment:

Changing lots that have residential homes on it and a vacant lot that is situated between residential homes from Neighborhood commercial to resident al zoning.

A. General Information – All applicants must complete this section.

Applicant Name CHARLES P. VOGEL & George Johnson

Mailing Address: 478 E. WISER LAKE RD City LYNDEN

State WA Zip Code 98264 Phone # (360-)220-0425

Email CPV490@COMCAST.NET

Agent/Contact Name: CHARLES P. VOGEL

Mailing Address: 478 E WISER LAKE RD City LYNDEN

State WA Zip Code 98264 Phone # (360-)220-0425

Email CPV490@COMCAST.NET

Please complete the questions below. Attach additional pages as needed

B. For Map Amendments

Parcel Information

Tax Parcel Number(s) (APN) 380127-4560160000,3801274570230000,3801274550090000

Total Acreage - Gross 1.25 ACRES OR (54450 sq ft.) Net: 1.25 acres

Site Address 3384 Northgate Rd., XXXX Northgate Rd. , 3376 Northgate Rd. Bellingham,Wa

Township: 38 Range: 1-E Section: 27 ¼ Section:

Owner Name Charles & Yolanda Vogel, George & Marion Johnson, Gary & Nancy Lee

Mailing Address: 478 E. Wiser Lake Rd. City Lynden

State Wa Zip Code 98264 Phone # (360-)220-0425

Email cpv490@comcast.net

1. Existing Comprehensive Plan Designation: Rural neighborhood
2. Existing Zoning Designation: Neighborhood Commercial
3. Proposed Comprehensive Plan Designation: Rural Neighborhood
4. Proposed Zoning Designation: Rural Residential RR-1
5. The Present Use of the Property is:

   2 single family residences and 1 vacant lot which is situated between the 2 homes.

6. The Intended Future Use of the Property is:

Single family residences which was the use prior to the County rezoning the properties in 1999.

7. Surrounding Land Use:

Directly North of the Property and abutting it there are single family residences. West of the Properties across the street there are single family residences. South of the properties are also single family residences. East of the properties is vacant land.

8. Services:
Please provide the following information regarding the availability of services:

The site is currently served by: ☑ Sewer ☐ Septic

If sewer the purveyor is: Lummi Tribla Water & Sewer District

The site is currently served by: ☐ Public Water System ☑ Well

If public water the purveyor is: Community Well Leeward/Northgate Water Associati

The site is located on a: ☑ Public Road ☐ Private Road

Name of Road: Northgate road

Fire District #: 8 Name: Marietta Gooseberry Point

School District #: 502 Name: Ferndale School District

9. Transfer of Development Rights (TDRs):

Are TDRs required under section 20.89.050 of the Whatcom County Code?
☐ Yes ☑ No

If so, please explain how your proposal complies with the TDR requirements and/or how you qualify for modification/exceptions from the TDR requirements

C. For Text Amendments:

Identify the sections of the Comprehensive Plan and/or development regulation that you are proposing to change and provide the proposed wording.

N/A

D. For All Amendments:

1. Why is the amendment needed and being proposed?

   All the lots surrounding these 3 lots are very nice homes and are are used as residential. These lots protrude into the residential neighborhood. Being the neighborhood is surrounded by upper priced homes none of the neighbors are interesed in seeing these properties used a commercial because it would be at there front door step or back yard. Of the 3 properties we are proposing to be rezoned residential 2 are already being used as residential with existing homes. One property is vacant. If it was not rezoned the owner would be left with only being able to build a restaurant, gas station or some other type of commercial establishment which all the residents would oppose. It would be opposed because it does not fit the character of the neighborhood which is residential. The amendment is to undo a error in a rezone that happened in 1999 that changed homes that were built and zoned and used as residences to commercial.

2. How does the proposed amendment conform to the requirements of the Growth Management Act?

   The Comprehensive plan design is for Rural Community. This plan allows for more denser developement of residential in the area.

3. How is the proposed amendment consistent with the County-Wide Planning Policies for Whatcom County?

   It is consistent under the policy in Appendix (C) B-3

   "Whatcom County shall promote appropriate land uses and allow for infill within rural settlements "

4. How is the proposed amendment consistent with the Whatcom County Comprehensive Plan?

   It is consistent with the Comprehensive plan under Land Use Chapter 2 Policy 2-GG-1 and Policy Goal 2-JJ-1 and Policy 2 JJ-5.

5. If within an Urban Growth Area, how is the proposed amendment consistent with interlocal agreements between the County and the City?

   N/A

6. What changed conditions or further studies indicate a need for the amendment?

   Illegal Spot Zoning 20.97.186

7. How will the public interest be served by the amendment? Please address the factors identified below.

   - The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.

   - The anticipated effect upon 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.

- Anticipated impact upon designated agricultural, forest and mineral resource lands.

  There should be literally No effect on population growth or employment growth or development as envisioned by the Comprehensive Plan. The main reason is 2 of the 3 properties being changed to residential are already being used as residential. The 3rd property which is a vacant lot is already served by Lummi Tribal water and sewer and is being billed in accordance to use.

  The effect on the ability of the County to serve the properties being rezoned is again essential nil or zero. As 2 properties are already residences hooked up to water and sewer and the 3 is already hooked up to water and pays a monthly sewer fee. So only effect would be to schools if in the future the residence would have children living there. Yet this effect would be minimal as the assessment of the property would be higher and generate more tax dollars for the school. There is no anticipated effect on forest or agricultural lands.

8. Does the amendment include or facilitate illegal spot zoning? ☐ Yes ☑ No
   Please explain.

   The Properties were previously used as residences prior to Whatcom County rezoning them to neighborhood commercial. In addition the properties were part of an existing neighborhood that was residential. It is not just one spot or area apart from the current residential use that surrounds these properties.

E. Supporting Information – Attach the Following:

A. A vicinity map showing property lines, roads, existing and proposed Comprehensive Plan and Zoning designations. (This information is required for map amendments only).

B. 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.

- For map amendments that involve rezoning property to a Mineral Resource Land (MRL) designation, mailing labels with the typed address of each property owner within 2,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.

C. State Environmental Policy Act (SEPA) Checklist

D. For Comprehensive Plan map amendments that propose to re-designate property to a MRL designation, a Comprehensive Plan MRL Application Supplement form is required.

F. Fees

Applicants pay a docketing fee when submitting an application and additional amendment application fees if the County Council decides to docket the application. The Whatcom County Code 22.10.020(3)(b) states that, when docketing an application, the county council may waive the application fees if it finds the proposed amendment would clearly benefit the community as a whole.

A. Are you requesting that the County Council waive the application fees?
☑ Yes ☐ No

If so, please describe how the proposed amendment clearly benefits the community as a whole.

The amendment eliminates commercial development pocket inside of a residential neighborhood. So keeping the neighborhood residential as it is currently used. It also supports what the neighbors believe to be the best use of the properties being rezoned.

E. Authorization:

Signature of Applicant(s) or Agent:

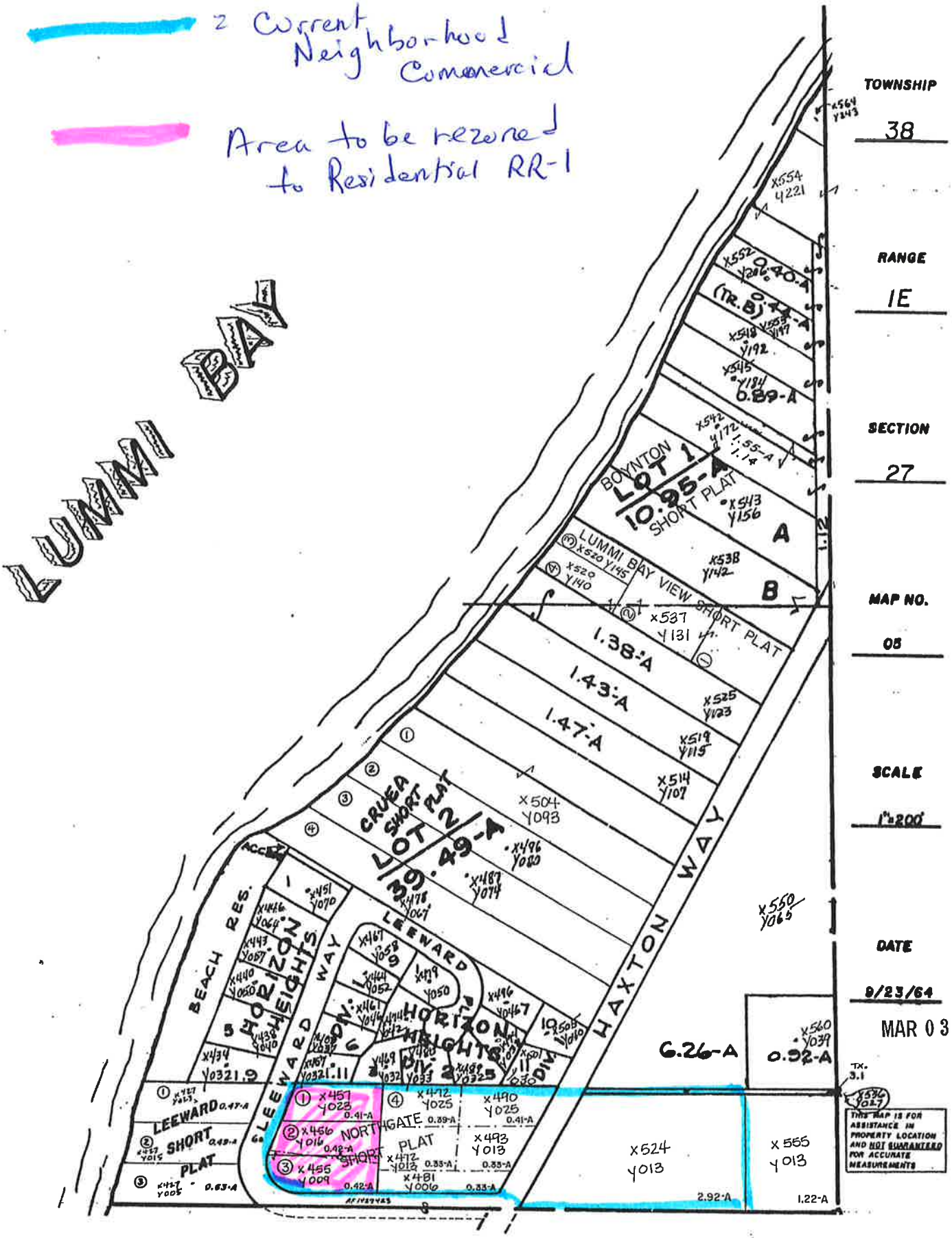
Claude Vogel Date: 12/19/19

George E Johnson Date: 12/19/19

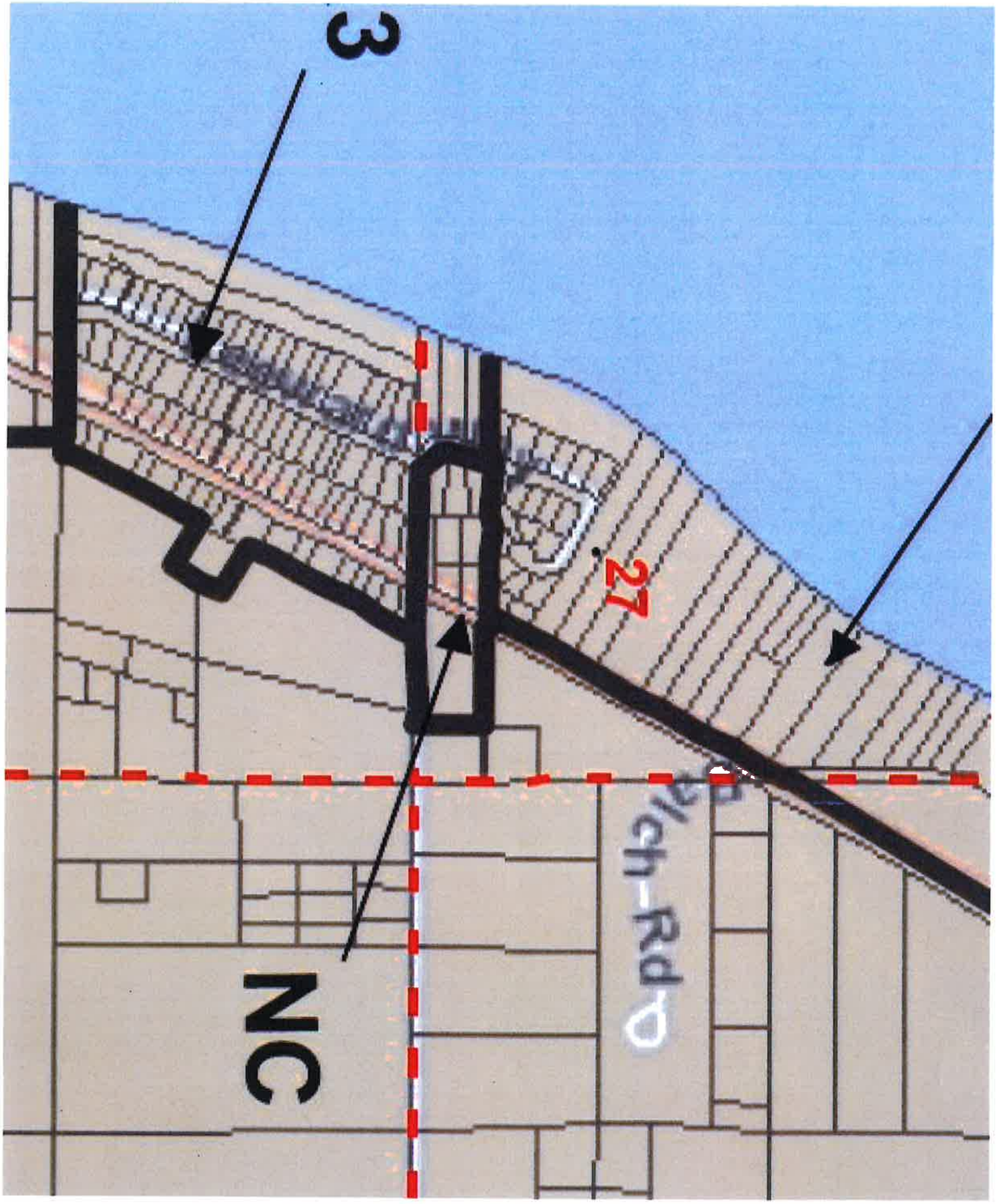
_____ Date: _____

= Current Neighborhood Commercial

= Area to be rezoned to Residential RR-1



MAR 0 3 2011


3
27
NC



Whatcom Land Title

2011 Young Street Bellingham, WA 98225
Ph: (360) 676-8484 Toll Free: (800) 334-6314

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

12/19/2019

To whom it may concern,

We are neighbors to the properties Northgate rd that Charles Vogel is applying to rezone. We were very surprised to learn it was commercial. It would be very upsetting if the properties were used as commercial being they are in a very quiet neighborhood. We definitely would not like a commercial business across the street from our front doors.

Please give consideration and allow the 3 properties to be rezoned to residential as that is what fits the character of our neighborhood.

Sincerely

George E Johnson _____

Printed name

GEORGE E. JOHNSON _____

12/19/2019

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Please give consideration and allow the 3 properties to be rezoned to residential as that is what fits the character of our neighborhood.

Sincerely

Barbara L Demorest Dennis L Demorest

Printed name

Barbara L Demorest DENNIS L DEMOREST

2939 Leeward Way
Bellingham, WA 98226

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Rd., Suite B
Bellingham, WA 98226
360-778-5900

CUSTOMER RECEIPT

Receipt: 5201000000000025994
Payor: C&Y INVESTMENTS WA LLC
Date: 12/23/2019

Description	Amount
PLN2020-00003	
Docketing App. Fee #8438	**405.00**
3% Tech Fee #2843	**12.15**
Total:	**$ 417.15**
Check # 8823 **Paid**	**$ 417.15**

C&Y INVESTMENTS WA LLC

Thank you!

Updated 4.10.17

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

SEP_____ - _____

SEPA Environmental Checklist

Purpose of Checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of Checklist for Non-Project Proposals:

For non-project proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the Supplemental Sheet for Non-project Actions (Part C). Please completely answer all questions that apply and note that the words "project", "applicant", and "property or site" should be read as "proposal", "proponent" and "affected geographic area", respectively. The lead agency may exclude (for non-projects) questions in Part B – Environmental Elements that do not contribute meaningfully to the analysis of the proposal.

WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES

DEC 23 2019

RECEIVED

A Background

1 Name of proposed project, if applicable:

Northgate Residential Rezone of 2 family homes and one vacant lot.

2 Name of applicant: CHARLES VOGEL

Applicant phone number: 360-220-0425

Applicant address: 478 E WISER LAKE RD

City, State, Zip or Postal Code: LYNDEN, WA. 98264

Applicant Email address: CPV490@COMCAST.NET

3 Contact name: CHARLES VOGEL

Contact phone number: 360-220-0425

Contact address: 478 E WISER LAKE RD

City, State, Zip or Postal Code: LYNDEN, WA. 98264

Contact Email address: CPV490@COMCAST.NET

4 Date checklist prepared: CHARLES VOGEL

5 Agency requesting checklist: WHATCOM COUNTY PLANNING DEPT.

6 Proposed timing or schedule (including phasing, if applicable):

REZONE IN 2020

7 Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? Yes ☑ No ☐
If yes, explain:

Aquiring a single family home building permit for vacant lot. No changes to existing homes

8 List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:

No evironmental information applicable, 2 homes already exist were permited and built 1990's and vacant lot was cleared 30-40 years ago and is just lawn.

9 Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal?
Yes ☐ No ☑
If yes, explain.

10 List any government approvals or permits that will be needed for your proposal, if known.

Approval of Whatcom County to amend zoning map from Neighborhood Commercial to Residential.

11 Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. *There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page*. (Lead agencies may modify this form to include additional specific information on project description.)

Rezone 3 properties consisting of 2 family homes and a vacant lot siutated in the middle of Residential zoning. Change the zoning from Neighborhood Commerical to residential RR-1.

The rezone will be a total of 1.25 acres.

12 Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Address of properties are 3384 Northgate Rd. and 3376 Northgate rd. Bellingham, Wa. and XXXX Northgate rd the vacant lot siutated between 3384 Northgate rd and 3376 Northgate rd.

Parcel #s 3801274560160000, 380127457023000, 3802744550090000

See Attached plat map.

B Environmental Elements

1 Earth

a. General description of the site:

- [x] Flat
- [ ] Rolling
- [ ] Hilly
- [ ] Steep Slopes
- [ ] Mountainous
- [ ] Other

b. What is the steepest slope on the site (approximate percent slope)?

2% slope overall for about 200 ft then where the county road was cut in on west side the slope is about 45% for about 25 ft.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Sandy loam soils currently covered by lawn and residences. There were be not longer significance as use will be the same except one additional residence will be built in the future.

d. Are there surface indications or history of unstable soils in the immediate vicinity? Yes ☐ No ☑

If so, describe.

e. Describe the purpose, type, total area, approximate quantities and total affected area of any filling excavation or grading proposed.

No immediate excavation but when home is built in the future excavation would be rought an area of about 2000 sqt ft.

Indicate source of fill.

NO FILL WILL BE NEEDED.

Indicate were excavation material is going.

Excavation material will be leveled and left on site.

f. Could erosion occur as a result of clearing, construction, or use?
Yes ☐ No ☑

If so, generally describe.

There is vegetation that surrounds area and seeded grass.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Currently no change but in the future impervious surface would be roughly 3000 sq ft which would consist of new family residence and driveway.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Silt fence and hay berms

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation and maintenance when the project is completed (i.e., dust, automobile, odors, or industrial wood smoke)?

NO EMISSIONS.

If any, generally describe and give approximate quantities if known.

N/A

b. Are there any off-site sources of emissions or odor that may affect your proposal? Yes ☐ No ☑

If so, generally describe.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

3. Water

a. Surface:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? Yes ☐ No ☑

If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? Yes ☐ No ☑

If yes, please describe and attach available plans.

(3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected.

Indicate the source of fill material.

N/A

(4) Will the proposal require surface water withdrawals or diversions? Yes ☐ No ☑

Give general description, purpose, and approximate quantities if known.

Does the proposal lie within a 100-year floodplain? Yes ☐ No ☑

If so, note location on the site plan.

(5) Does the proposal involve any discharges of waste materials to surface waters?
Yes ☐ No ☑

If so, describe the type of waste and anticipated volume of discharge

b. Ground Water:

(1) Will ground water be withdrawn from a well for drinking water or other purposes? Yes ☑ No ☐

If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
There is an existing well that serves the 3 lots that are being rezoned and 3 other single family residences.
The system is called the LEEWARD/ NORTHGATE WATER ASSOCIATION.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…..; agricultural; etc.). Describe the general size of the system, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A

c. Water runoff (including stormwater):

(1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known).

Where will this water flow?

Will this water flow into other waters? Yes ☐ No ☑

If so, describe.

(2) Could waste materials enter ground or surface waters?
Yes ☐ No ☑

If so, generally describe.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site: Yes ☐ No ☑

If so, describe.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

4 Plants

a. Check types of vegetation found on the site:

- ☐ Deciduous tree: alder, maple, aspen, other
- ☑ Evergreen tree: fir, cedar, pine, other
- ☑ Shrubs
- ☑ Grass
- ☐ Pasture
- ☐ Crop or grain
- ☐ Orchards, vineyards or other permanent crops
- ☐ Wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ Water plants: water lily, eelgrass, milfoil, other
- ☐ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

NO VEGETATION WILL BE REMOVED.

c. List threatened or endangered species known to be on or near the site.

NO ENDANGERED SPECIES.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

NONE NEEDED.

e. List all noxious weeds and invasive species known to be on or near the site.

NONE KNOWN

5. Animals

a. Check any birds and animals, which have been observed on or near the site or are known to be on or near the site:

Birds:

- ☐ Hawk,
- ☐ Eagle,
- ☐ Other:
- ☐ Heron,
- ☐ Songbirds;

Mammals:

- ☐ Deer,
- ☐ Elk,
- ☐ Other:
- ☐ Bear,
- ☐ Beaver;

Fish:

- ☐ Bass,
- ☐ Trout,
- ☐ Shellfish;
- ☐ Salmon,
- ☐ Herring,
- ☐ Other:

b. List any threatened or endangered species known to be on or near the site.

NONE KNOWN

c. Is the site part of a migration route? Yes ☐ No ☑

If so, explain.

d. Proposed measures to preserve or enhance wildlife, if any:
NONE NEEDED

e. List any invasive species known to be on or near site.
NONE OBERSERVED

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
Electric and propane.

b. Would your project affect the potential use of solar energy by adjacent properties? Yes ☐ No ☑

If so, generally describe.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:
Being just a rezone no immediate features are included

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? Yes ☐ No ☑

If so, describe.

(1) Describe any known or possible contamination at the site from present or past uses.
N/A NONE

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

NONE

(3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the projects development or construction, or at any time during the operating life of the project.

NONE

(4) Describe special emergency services that might be required.

NONE REQUIRED

(5) Proposed measure to reduce or control environmental health hazards, if any:

NOT NEEDED

b. Noise

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

NONE

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

None right now but in the future when new residence is built 1 week of machinery noice will foundation is dug from 9-5pm

(3) Proposed measures to reduce or control noise impacts, if any:

None right now but in the future Work during normal business hours

8 Land and Shoreline Use

a. What is the current use of the site and adjacent properties?
Single family Residences

Will the proposal affect current land uses on nearby or adjacent properties? Yes ☐ No ☑
If so, describe.

b. Has the project site been used as working farmlands or working forest lands? Yes ☐ No ☑
If so, describe.

How much agriculture or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any?
NONE

If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to non-farm or non-forest use?

(1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling and harvesting? Yes ☐ No ☑

If so, how:

c. Describe any structures on the site.
Currently 2 single family homes and 1 vacant lot.

d. Will any structures be demolished? Yes ☐ No ☑
If so, what?

e. What is the current zoning classification of the site?

Neighborhood Commerical

f. What is the current comprehensive plan designation of the site?

Rural Neighborhood

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as a critical area by the city or county? Yes ☐ No ☑
If so, specify.

i. Approximately how many people would reside or work in the completed project?

None.

j. Approximately how many people would the completed project displace?

NONE

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Rezone the 3 properties so the are zoned the same use as all the properties to the North and south and west which is residential

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any?

N/A

9 Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

☐ High
☑ Middle
☐ Low-income

Number of Units 1

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

☐ High
☐ Middle
☐ Low-income

Number of Units N/A

c. Proposed measures to reduce or control housing impacts, if any:

10 Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Currently none proposed. But in the future would not exceed county regulations.

b. What views in the immediate vicinity would be altered or obstructed?

NONE.

c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

11 Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

NONE

b. Could light or glare from the finished project be a safety hazard or interfere with views?

NO

c. What existing off-site sources of light or glare may affect your proposal?

NONE

d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

12 Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

NONE

b. Would the proposed project displace any existing recreational uses? If so, describe.

NO

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

13 Historic and Cultural Preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state or local preservation registers located on or near the site? Yes ☐ No ☑
If so, specifically describe.

b. Are there any landmarks, features, or other evidence of Indian, historic use or occupation, this may include human burials or old cemeteries?
Yes ☐ No ☑
Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Yes ☐ No ☑
Please list any professional studies conducted at the site to identify such resources.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples: Include consultation with tribes and the Department of Archeology and Historic Preservation, archaeological surveys, historic maps, GIS data, etc.

N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14 Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plan, if any.

Northgate rd. and Leeward Way. See attached plat map.

b. Is site or geographic area currently served by public transit?
Yes ☐ No ☑
If not, what is the approximate distance to the nearest transit stop?

c. How many parking spaces would the completed project have? How many would the project eliminate?

n/a

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? Yes ☐ No ☑
If so, generally describe (indicate whether public or private).

e. Will the project use (or occur in the immediate vicinity of)
☐ Water,
☐ Rail, or
☐ Air transportation?
If so, generally describe.

n/a

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

No new trips immediately but in the future after new residence is built 2-4 trips a day.

g. Proposed measures to reduce or control transportation impacts, if any:

None needed Transportation impact will be negligible.

15 Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)?
Yes ☐ No ☑
If so, generally describe.

b. Proposed measures to reduce or control direct impacts on public services, if any.

n/a

16 Utilities

a. Check utilities currently available at the site:

☑ Electricity,
☑ Water,
☑ Telephone,
☐ Septic system,
☐ Natural gas,
☑ Refuse service,
☑ Sanitary sewer,
☐ Other

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

No new utilities proposed.

Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Date Submitted: 12/19/19

FOR OFFICE USE ONLY
Reviewed by Whatcom County Planning & Development Services Staff

_____ _____
Staff Signature Date

C Supplemental Sheet for Non-project Actions

(It is not necessary to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1 How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Not likely

Proposed measures to avoid or reduce such increases are:

None Needed

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

No new affect to any of the above.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None needed.

3. How would the proposal be likely to deplete energy or natural resources?

Will not deplete energy or natural resources

Proposed measures to protect or conserve energy and natural resources are:

NONE NEEDED

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

   Will not affect any of the above.

   Proposed measures to protect such resources or to avoid or reduce impacts are:

   N/A

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

   Will not affect any of the above.

   Proposed measures to avoid or reduce shoreline and land use impacts are:

   n/a

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

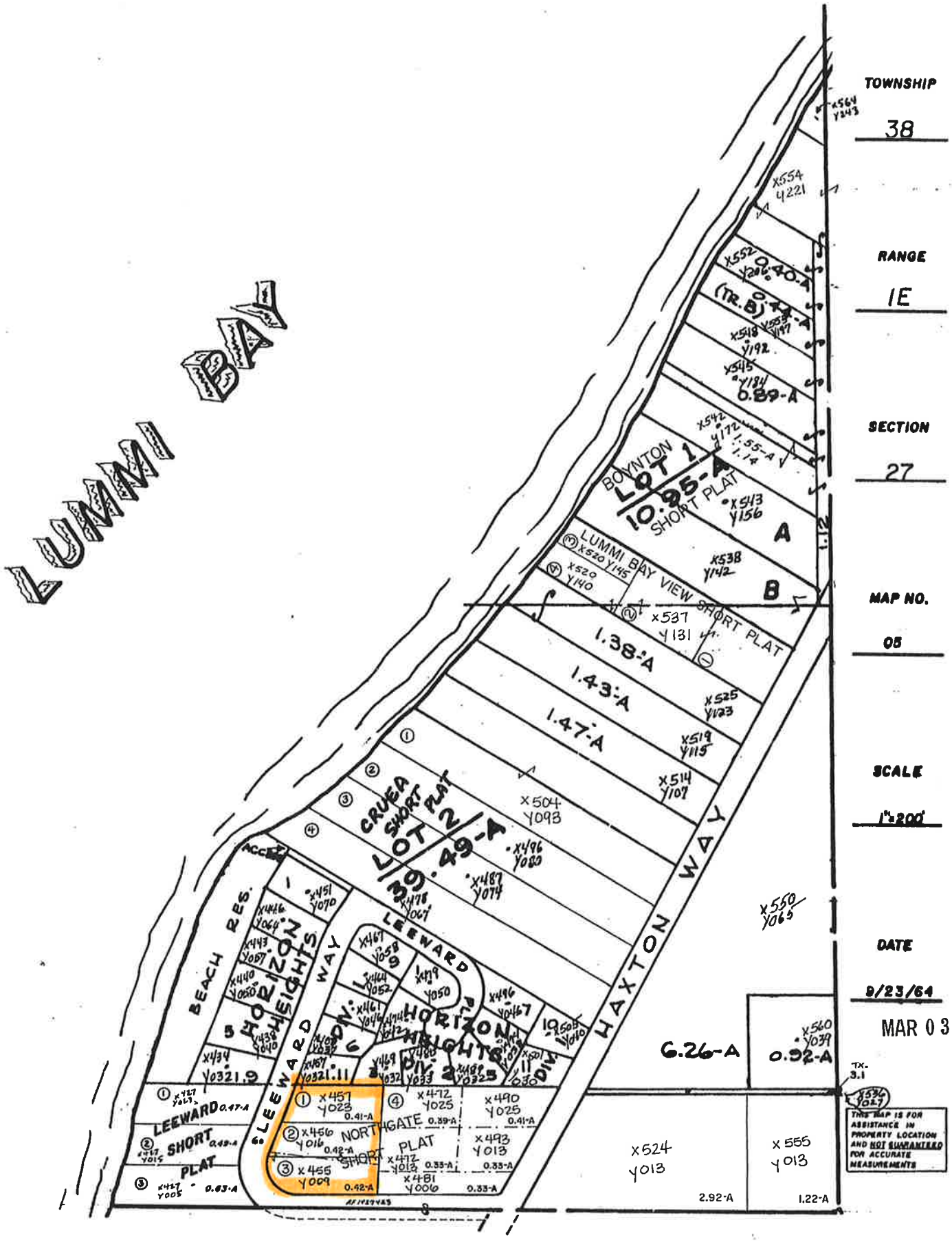
   Unlikely that an increase in demands on any of the above mentioned

   Proposed measures to reduce or respond to such demand(s) are:

   n/a

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

   Does not conflict with any local, State, or Federal laws.


LUMMI BAY
TOWNSHIP
38
RANGE
1E
SECTION
27
MAP NO.
05
SCALE
1"=200'
DATE
9/23/64
BOYNTON SHORT PLAT
LOT 1
10.95-A
A
B
LUMMI BAY VIEW SHORT PLAT
1.38-A
1.43-A
1.47-A
CRUEA SHORT PLAT
LOT 2
39.49-A
HAXTON WAY
BEACH RES.
LEEWARD WAY
HORIZON HEIGHTS
DIV. 1
DIV. 2
DIV. 3
LEEWARD SHORT PLAT
LEEWARD 0.47-A
SHORT PLAT 0.48-A
0.63-A
NORTHGATE SHORT PLAT
0.41-A
0.42-A
0.39-A
0.33-A
6.26-A
0.92-A
2.92-A
1.22-A
MAR 0 3 2011
THIS MAP IS FOR ASSISTANCE IN PROPERTY LOCATION AND NOT GUARANTEED FOR ACCURATE MEASUREMENTS

PLANNING & DEVELOPMENT SERVICES
FEB 25 2020
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Nooksack Falls Site Specific Rezone Application

Narrative Supplement

The Nooksack Falls Site Specific Rezone Application and Comprehensive Plan Amendment Application is for the removal of the Nooksack Falls Area Exclave properties (3 tax parcels) from their current Mineral Resource Lands (MRL) Comprehensive Plan designation (retain underlying Rural Forestry zoning designation) and the addition of language to WCC 20.42.155 (RF conditional uses) to include the Nooksack Falls Area Exclave. This Narrative Supplement is intended to provide additional background on the history and existing uses of the Nooksack Falls Area Exclave Properties, and to identify the proposal's consistency with the County Comprehensive Plan. This information supports the assertion that the Nooksack Falls Area Exclave should be removed from the MRL Comprehensive Plan designation as proposed in the rezone request.

Introduction

The Nooksack Falls Area Exclave is in eastern Whatcom County on the south side of Mount Baker Highway. It is approximately 12 miles from Mount Baker Ski Area and approximately eight miles west of the town of Glacier if travelling along Mount Baker Highway ("the Property"). The Property is located east of the Foothills Subarea but shares many characteristics of the Subarea. The Property includes Nooksack Falls, which is an 88'-tall waterfall at the confluence of the North Fork of the Nooksack River and Wells Creek. Nooksack Falls is a well-known local tourist attraction, generating interest from recreational tourists taking advantage of the Mt Baker Ski Area and Mt Baker National Forest. These recreational areas are major local tourist attractions, drawing visitors from around Whatcom County and the greater Puget Sound region, and supporting many communities along the Mount Baker Highway.

Historically, mining and hydroelectric power were the primary uses of the Property and surrounding area, as early as the 1900's. Mining activities in this area ceased over 50 years ago and there is no active mining on or near the Property. The hydroelectric power facility has been in operation for over 100 years, continues to provide power to Whatcom County residents along the Mt Baker Highway, and is on the National Register of Historic Places. Today, aside from power generation, the Property's primary and best use is for recreation and tourism. Tens of thousands of visitors travel to the Falls throughout each year to hike, picnic, view the Falls and engage in other outdoor recreation activities.

History of the Falls

Hydroelectric Power

At the base of the Falls, on the Property, is the Nooksack Falls Hydroelectric Plant. Constructed in 1906, the plant "*is the second oldest operating hydroelectric facility in western Washington*". Construction of the plant was started by the Bellingham Bay Improvement Company in 1903 and completed by Stone & Webster in 1906. Completion of the plant provided a more trustworthy power source for nearby railways and 149 Bellingham residents.[1] In 1988, the plant was placed on the National Register of Historic Places.[2] Today, Puget Sound Hydro LLC owns the plant and provides power to residents as far as Kendall through a contract with PSE. The plant plays an important role in providing renewable power resources to Whatcom County residents in eastern Whatcom County. In addition to its function as an operating power generation facility "*the building and machinery remain virtually unchanged since 1910*",[3] and are historically significant, and therefore add historic and cultural value to the Property and to Whatcom County. Puget Sound Hydro LLC is constantly looking to innovate and explore unique ways to utilize the power generated at the facility on-site. Improvements to the Falls recreation/tourism area could benefit from power provided by the on-site facilities.

Mining

Mining has occurred in the Mount Baker area for over 100 years, peaking in the early 1900's. Lead, zinc, and silver were discovered near Goat Mountain by H.C. Wells in 1896. The following year, Jack Post discovered a significant amount of gold on Bear Mountain. Post's discovery drew many miners to the Mount Baker area- specifically the Nooksack Mining District- by 1900.

Several minerals have been discovered near Nooksack Falls including gold, silver, diamonds and copper. The most significant mine near the falls was the Great Excelsior Mine, which was established by the Great Excelsior Mining Company. The mining company constructed a 20-stamp mill on the property, which operated for a little over a decade. By 1916, the mill's costs exceeded its returns and it was shut down. In the latter half of the 20th century, mining interests near the Falls subsided, and there has been no active mining occurring at or around the Falls in over 50 years. Today, mining is no longer feasible within the Nooksack Falls Mineral Resource Lands (MRL) Exclave due to economic, environmental, topographic and other factors.[4]

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[1] Kenneth D. Rose, "Nooksack Falls Hydroelectric Plant", no. WA-18 (1987), pp. 1-10

[2] Upper Nooksack River Recreation Plan Advisory Committee (UNRRPAC), "Upper Nooksack River Recreation Plan" (2015), pp. 29.

[3] Neal A. Vogel, "Nooksack Falls Hydroelectric Plant, Glacier Vicinity, Washington 1906/10" (1987).

[4] Wayne Moen, "Mines and Mineral Deposits of Whatcom County, Washington" (1969), pp. 10, 86.

Recreation and Tourism

Over the latter half of the 20th century, Nooksack Falls attracted an increasing number of recreational visitors. The Property's proximity to popular recreational areas such as Artist Point, Mt. Baker Ski Area, and Picture Lake have contributed to the rise in recreational interest in the area and specifically at this site. Wells Creek Road serving the Falls is a US Forest Service Road that extends east past the Falls towards Mt. Baker. This road provides access to extensive hiking trails in the area and access to several prominent waterfalls along Wells Creek. The Excelsior Group camp site, providing campground and base camp facilities for hikers heading up the Excelsior Mountain trail, is located adjacent to the power generation facility portion of the Property, sharing an access road.

To accommodate the growing interest in recreational activity in the area, primitive hiking trails, picnic tables, and a small gravel parking lot have been installed at the Falls viewing area along Wells Creek Road. By 1994 it was estimated that the falls received as many as 40,000 annual visitors, making it one of the most popular attractions in the Nooksack Falls Natural Resource watershed.[5] Today, Nooksack Falls sees 50,000 + annual visitors who enjoy the trails, falls, and river views. The Falls are a unique and important natural area in Whatcom County and are recognized for their recreational and tourism value by Whatcom County residents, many local non-profit organizations, and visitors from out of County.

The entire Mt Baker Recreation Area and associated National Park and Forest represent a significant recreation tourism draw for Whatcom County, supporting many eastern Whatcom County communities, creating jobs, and highlighting our County's natural beauty. The benefits of tourism in this area stretch throughout the County, supporting many businesses in Bellingham and other western Whatcom County communities. The Nooksack Falls Exclave Area is a unique and important component of our County's recreation/tourism character economy.

Comprehensive Plan Discussion

The proposed rezone is in response to changing conditions in the area over time including the abandonment of mining in the area and the emergence of strong interest in the Falls as a recreational and tourist draw. The proposal is broadly consistent with the Comprehensive Plan and the rezone criteria identified in County Code. The proposal is supported by many Comprehensive Plan Goals and Policies from various chapters.

The MRL designation is longer appropriate in this area. As noted, mining is not economically viable at this location for various reasons related to topography and environmental restrictions associated with the Nooksack River. **Chapter 8 of the Comprehensive Plan, Resource Lands**, identifies various Goals and Polices related to Mineral Resource Lands. The Purpose of the section is identified as guiding "*Whatcom*

[5] Cada, G., Dean, T., Hammitt, W. Kroodsma, R., McLean, R., Sale, M. J. ... Webb, W., "Nooksack River Basin Hydroelectric Projects, Whatcom County: Environmental Impact Statement" (1997), pp. 4-23.

County in conservation of mineral resource lands of long-term commercial significance". The Nooksack Falls Area Exclave does not have significant mineral resources of long-term commercial significance. The Chapter acknowledges changed circumstances "*Mining activities in Whatcom County have taken place since the 1850s, though the nature, scope and extent of such activities has changed considerably through time".* As noted, mining in this area would undoubtedly lead to impacts to the environment due to proximity to the Nooksack River, and is not economically viable, with long transport times, difficult access, and potential land use conflicts with the established recreation uses and power generation uses at the Falls. Several relevant Goals and Policies include:

"Policy 8L-3: Avoid adversely impacting ground and surface water quality."

"Goal 8S: Ensure that mining avoids adverse impacts to the habitat of threatened and endangered fish and wildlife species."

"Policy 8S-1: Ensure that adequate riparian buffers are maintained along rivers and streams."

"Goal 8R: Designate Mineral Resource Lands (MRLs) containing commercially significant deposits throughout the county in proximity to markets in order to minimize construction aggregate shortages, higher transport costs, future land use conflicts and environmental degradation. Balance MRL designations with other competing land uses and resources."

"Policy 8R-6: Consider removal of land from Mineral Resource Designation after mining and subsequent reclamation is completed."

MRL Designation Criteria under the Whatcom County Comprehensive Plan includes criterion number 11:

"11. *MRL Designations must be reviewed for internal consistency with other parts of the comprehensive plan so that the MRL designation does not preclude achievement of other parts of the comprehensive plan*"

"14. Must demonstrate higher value as mineral resource than forestry resource based upon:

- *soil conditions.*
- *quality of mineral resource.*
- *sustainable productivity of forest resource."* [6]

In this particular case the Falls Property has not been utilized for mining purposes for many decades and there is zero likelihood that additional mining operations would occur at the site; it would be appropriate to shift the focus of this area to the continued use of the site for power generation, recreational activity and tourism. These uses are consistent with various other Chapters in the Comprehensive Plan.

[6] Whatcom County Planning and Development Service, "Whatcom County Comprehensive Plan" (2018), Chapter 8.

In Chapter 2, Land Use, the Rural Lands section discusses properties in the rural portions of Whatcom County. The Plan echoes the findings of the legislature, including the following vision statements:

- *Encourage the economic prosperity of rural residents*
- *Foster opportunities for small-scale, rural-based employment and self-employment,*
- *Permit the operation of rural-based agriculture, commercial, recreational, and*
- *tourist businesses that are consistent with existing and planned land use patterns,*
- *Be compatible with the use of the land by wildlife and for fish and wildlife habitat,*
- *Foster the private stewardship of the land and preservation of open space,*

The Chapter also includes various Goals and Policies that support the proposed recreational and tourist use of the Property:

"Policy 2DD-4: Conserve open space, park land, and trails for recreational use, as well as to protect essential habitat such as riparian areas and wetlands."

"Policy 2DD-9: Promote economic prosperity for rural areas and allow rural property owners reasonable use of their land by continuing to allow legal nonconforming uses."

"Goal 2FF: Provide employment opportunities in the rural parts of Whatcom County."

"Policy 2FF-1: Support small businesses, cottage industries, home occupations, resource-based, tourist, recreational, and other appropriate industries in the rural areas of Whatcom County."

"Goal: 2PP: Continue to recognize private parcels surrounded by National Park or National Forest as part of Whatcom County's jurisdiction."

"Goal 2QQ: Conserve or enhance important natural, cultural, and scenic resources."

"Policy 2RR-4: Promote conservation principles by example or by offering educational opportunities."

"Policy 2RR-6: Enhance recreation opportunities."

"Policy 2RR-7: Preserve scenic vistas, historic, and archaeological sites."

"Goal 2UU: Ensure equity between the public benefit and the private burden while encouraging open space retention."

"Policy 2UU-5: Augment land use regulations by engaging in a proactive program of public investment, landowner incentives, and other actions aimed at preserving open space."

"Policy 2UU-11: Support the important role of public and private conservation organizations." [7]

[7] Whatcom County Planning and Development Service, "Whatcom County Comprehensive Plan" (2018), Chapter 2.

Economic activity in eastern Whatcom County is centered on recreational activities and tourism, and the small communities in this area depend on the winter and summer visitors who frequent the area. The power generation facilities at the Falls are family owned and operated and the operators live on-site. Public access to the Falls is provided by the owners at no cost, and there is no revenue generation from the Falls activity at this time. The ability to improve the facilities and offer café or other similar services would support the operation of the power facility and promote tourism in the area, as well as maintain the continued free public access to the Falls. The Comprehensive Plan **Chapter 7, Economics**, includes many Goals and Policies that support economic development, small businesses, rural and recreational based businesses and other things relevant to the proposed rezone:

Policy 7A-4: In addition to stimulating family-wage employment and jobs in diverse sectors, ensure we retain entry level and service-related jobs such as those necessary to support tourism, recreation, retailing, and other industries.

Policy 7A-8: Enhance the environment for resource-based and knowledge-based industries with an emphasis on attracting employment to the communities in eastern Whatcom County.

Policy 7A-9: Produce a strategic plan to guide the county's participation in tourism marketing.

Goal 7B: Support increased public/private sector partnering among all entities involved with economic development.

Policy 7C-3: Work with service providers for a dependable electric power supply, alternative energy sources, communications, and evolving technology to support existing and future business development.

Policy 7C-9: Work with Bellingham Whatcom County Tourism, and the cities to develop and implement a common Countywide Way-Finding system that encourages people traveling on the I-5 corridor to detour and easily find the many tourist attractions that Whatcom County has to offer.

Goal 7E: Enhance the economic trade, tourism, and industrial siting advantages of the county's location adjacent to the Canadian border.

Policy 7E-1: Support attractions for Canadians and other visitors so they will remain in the county longer and distribute their spending throughout the community. Some of the examples would include support for such items as the following:

- *Events such as the "Ski to Sea" race and festival.*
- *Parks and open spaces.*
- *The Mount Baker outdoor recreation area.*
- *Farmers markets and other natural resource-based activities.*
- *Projects, events and activities of unincorporated areas such as Point Roberts, Birch Bay and East County.*

Goal 7F: Encourage development that creates local reinvestment funds and provides jobs in the local community.

Policy 7F-1: Support existing businesses locally as the major contributors of job creation and regeneration and afford them every opportunity to continue their success in the community.

Goal 7G: Coordinate economic development with environmental, resources, and other comprehensive plan land use and open space policies and measures to enhance the community's overall quality of life.

Policy 7G-1: Recognize the natural environment as a major asset and manage environmental resources accordingly. We need both economic prosperity and environmental sustainability.

Policy 7G-3: Provide support to Whatcom County's tourist industry to maintain and enhance a balance between the economic benefits of tourism and the local quality of life.

Policy 7H-7: Encourage growth of tourism, recreational activities, and businesses that provide for diversity of the natural resource industry, provided they comply with County regulations and, when located in a rural area, preserve the rural character.

Policy 7K-1: Support small and cottage businesses in rural areas that minimally impact productive agricultural, forest, or mineral resource land.

Policy 7K-4: Encourage resource and tourism based recreational, commercial, and cottage industry uses to create economic opportunity in the rural areas of the county. [8]

Recreation activities are clearly a major component of the County's character and contribute to the Countywide economy. The Comprehensive Plan, **Recreation Chapter 9**, states that "*recreation is a vital component to the rich quality of life enjoyed by many Whatcom County residents and visitors*". Among the County's goals and policies concerning recreation, Goal 9D of the Comprehensive Plan states: "*Provide specialized recreation areas taking advantage of unique opportunities to serve both the county residents and visitors*".

The Nooksack Falls Area Exclave offers unique recreational opportunities including hiking trails, beautiful scenery, historic and cultural value. The Upper Nooksack River Recreation Plan (UNRRP) recognizes Nooksack Falls as "*one of the most popular waterfalls in the North Cascades*" (UNRAC, 2015, p. 25) and identifies Nooksack Falls as a "*tourist destination with a scenic viewpoint*" (UNRAC, 2015, app. A, p. 3). The Nooksack Falls Hydroelectric Plant is considered a cultural and historic value in the UNRRP (UNRAC 2015, app. A, p. 7). Along with the Falls and hydroelectric plant, there are a few other unique recreational and tourist opportunities near the Falls. Wells Creek Road is accessible by the road to Nooksack Falls and provides access to a kayak take-out location for the Class V Misto Canyon whitewater boating section just above the falls. Wells Creek Road also provides access to the Mt. Baker Wilderness for unique backcountry recreational opportunities. From the Falls one could hike up Wells Creek to the foot of Mt Baker. The Excelsior Group Campground, Excelsior

[8] Whatcom County Planning and Development Service, "Whatcom County Comprehensive Plan" (2018), Chapter 7.

Pass Trailhead, and High Divide Trailhead are less than a mile from the Nooksack Falls Area Exclave along Mt. Baker Highway. As such, Nooksack Falls, the hydroelectric power plant, and the surrounding area offer unique recreational opportunities to Whatcom County.

Several improvements at the Nooksack Falls Area Exclave are necessary for further recreational use. At present, the facilities on-site are inadequate for the volume of use and interest they receive on an annual basis; the parking lot is not large enough, the hiking trail to the Falls viewpoint is difficult to navigate and unsafe, and there are no toilet facilities at the trailhead. The owner of the Property and The Upper Nooksack River Recreation Plan Advisory Committee have both indicated an interest in improving the site. Included in the list of "Specific Recommendations" in the UNRRP is the construction of restroom facilities at the Falls parking lot and improvement of the trail so that it is ADA-accessible.[9] The property owner has indicated that he would like to make improvements in order to increase safety and accessibility to the Falls, and possibly add improved parking, improved trails, restrooms, and a viewing platform for the Falls. Improvement of the Falls area is consistent with many Goals and Policies in the Recreation Chapter:

Goal 9C: Expand outdoor recreation opportunities for county residents by providing enjoyable trails for hiking, horseback riding, bicycling, walking, boating, and other trail activities in a safe environment.

Policy 9C-1: Trails should be interesting and attractive. Trails which follow natural water courses, pass significant natural resources, traverse interesting scenery or cross areas of outstanding beauty provide interesting and enjoyable experiences for the trail user.

Policy 9C-3: Trails should link other recreational uses in the Foothills area and connect to existing trail systems in the National Forest and state land.

Policy 9C-7: Hiking trails should have a variety of lengths and grades for casual strollers as well as serious hikers and when practicable, be accessible.

Policy 9C-10: Adequate parking, signage, trash receptacles, and toilet facilities should be provided at all major trailheads.

Goal 9I: Develop a stronger financial base for recreational services:

Policy 9I-1: Design future recreation facilities and areas with the ability to charge user fees.

Policy 9I-2: Explore new innovative methods of financing facility development, maintenance, and operating needs.

Policy 9I-4: Seek to design and develop facilities that will encourage tourism. [10]

[9] Upper Nooksack River Recreation Plan Advisory Committee (UNRRPAC), "Upper Nooksack River Recreation Plan" (2015), pp. 35, 64.

[10] Whatcom County Planning and Development Service, "Whatcom County Comprehensive Plan" (2018), Chapter 9.

WHATCOM COUNTY
Planning & Development Services
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Bellingham, WA 98226-9097
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PDS@whatcomcounty.us

Mark Personius, AICP
Director

WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES

DEC 31 2019

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Comprehensive Plan and/or Development Regulation Amendment Application

Date Received: 12/31/19 File #: PLN2020-00004

Please check one or more of the following amendment types:

- [x] Comprehensive Plan Map
- [ ] Comprehensive Plan Text
- [ ] Development Regulation Map
- [x] Development Regulation Text

This form should be used for proposed amendments to the following development regulations in the Whatcom County Code:

- Title 16 - Environment,
- Title 20 - Zoning,
- Title 21 - Land Division Regulations, and
- Title 23 - Shoreline Management Program.

Topic of Proposed Amendment:

Remove the Nooksack Falls Area Exclave properties (3 tax parcels) from their current MRL Comprehensive Plan designation (retain underlying RF zoning designation). Add language to WCC 20.42.155 (RF conditional uses) to include the Nooksack Falls Area Exclave.

A. General Information – All applicants must complete this section.

Applicant Name: Ali Taysi / AVT Consulting

Mailing Address: 1708 F St City Bellingham

State WA Zip Code 98225 Phone # (360) 527-9445

Email ali@avtplanning.com

Agent/Contact Name: same as applicant

Mailing Address: City

State Zip Code Phone #

Email

Please complete the questions below. Attach additional pages as needed

B. For Map Amendments

Parcel Information

Tax Parcel Number(s) (APN) 4008315801500000 & 4008314502000000 & 3908065505500000

Total Acreage - Gross ~60 acres Net: ~60 acres

Site Address 12251 Mt Baker Highway. Access off Wells Creek Road

Township: 40 Range: 08 Section: 31 ¼ Section:

Owner Name Excelsior Properties LLC & Excelsior Properties II LLC

Mailing Address: P.O. Box 1432 City Lewiston

State ID Zip Code 83501 Phone #

Email arch@westford.co

1. Existing Comprehensive Plan Designation: Mineral Resource Lands (MRL)
2. Existing Zoning Designation: Rural Forestry (RF)
3. Proposed Comprehensive Plan Designation: Rural Forestry (RF)
4. Proposed Zoning Designation: Rural Forestry (RF)
5. The Present Use of the Property is:

The Nooksack Falls Area is a popular tourist destination along the Mt Baker Highway with upwards of 50,000 annual visitors. The Property is used for recreation activities, including hiking, picnicking, wildlife viewing, visiting the Falls, cross country skiing and other similar activities. The Falls road provides access to Wells Creek which serves hiking areas in the Mt Baker wilderness. The Area is also developed with a power generation facility, associated outbuildings and infrastructure, and a single-family residence.

6. The Intended Future Use of the Property is:

There are no planned changes at this time to the uses on the property. The property owner would like to improve the recreational component of the property at some point in the future, in order to increase safety and accessibility to the Falls, and possibly adding improved parking, improved trails, a viewing platform for the Falls, a small cafe, an educational center, and/or rental cabins. None of these uses are proposed at this time of in the immediate future and no detailed plans have been prepared for any of these uses.

7. Surrounding Land Use:

Rural Forestry and National Forest

8. Services:
Please provide the following information regarding the availability of services:

The site is currently served by: ☐ Sewer ☑ Septic

If sewer the purveyor is: N/A

The site is currently served by: ☐ Public Water System ☑ Well

If public water the purveyor is: N/A

The site is located on a: ☐ Public Road ☑ Private Road

Name of Road: Wells Creek Road & Excelsior Group Site Road

Fire District #: 19 Name: Glacier Fire District

School District #: 507 Name: Mt Baker School District

C. For Text Amendments:

Identify the sections of the Comprehensive Plan and/or development regulation that you are proposing to change and provide the proposed wording.

WCC 20.42.155 The operations of facilities intended to provide education related to forestry, natural resources and wildlife and the purpose of this district, including but not limited to demonstration of forests and conservation laboratories, educational meeting facilities and related uses including rental cabins or other lodging structures, cooking and dining facilities, retail sales or meeting supplies and gifts, in the Foothills Subarea, South Fork Valley, the Newhalem Exclave and the Baker Lake Exclave <and the Nooksack Falls Exclave>, provided the following standards are met:

D. For All Amendments:

1. Why is the amendment needed and being proposed?

The amendment is necessary to add the Nooksack Falls Area Exclave to WCC 20.42.155 to provide the opportunity in the future for a possible educational center, cafe, lodging structures and other improvements related to access and safety, as well as interface with the historic power generation facility. The MRL Comprehensive Plan designation restricts the allowed uses at the Property and no mining is anticipated in the future. Removing this designation will facilitate future site improvements and the maintenance of this valuable and unique recreation and tourism opportunity in Whatcom County.

2. How does the proposed amendment conform to the requirements of the Growth Management Act?

The proposed amendment is consistent with the Growth Management Act because it will help to preserve and enhance a unique existing County tourist destination, while also preserving natural and sensitive areas, surrounding forestry uses and other activities. Preservation and enhancement of the Nooksack Falls Area as a privately held but publicly accessible tourist destination is consistent with GMA requirements related to environment, economics and other statewide land use goals. The proposed amendments will facilitate the continuation of the Falls as a tourist destination.

3. How is the proposed amendment consistent with the County-Wide Planning Policies for Whatcom County?

Similarly, preservation and enhancement of the Nooksack Falls area as a tourist destination is consistent with County Wide Planning Policies, which encourage environmental preservation, economic development, support for our unique natural areas, tourism, and other relevant land use goals and policies. The proposed amendments will facilitate the continuation of the Falls as a tourist destination.

4. How is the proposed amendment consistent with the Whatcom County Comprehensive Plan?

See response to #3 above.

5. If within an Urban Growth Area, how is the proposed amendment consistent with interlocal agreements between the County and the City?

N/A

6. What changed conditions or further studies indicate a need for the amendment?

The long term viability of the power generation facility is unclear and the property owners need to explore ways to enhance and improve the public access to the Falls, for both safety and security purposes, as well as to explore alternative sources of revenue. As interest in the Falls has increased over the years, and more people access the area, concerns have arisen regarding public safety.

7. How will the public interest be served by the amendment? Please address the factors identified below.

   - The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.

   - The anticipated effect upon 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.

- Anticipated impact upon designated agricultural, forest and mineral resource lands.

The public interest will be served by the continuation of the Falls use as a tourist destination. The Falls are privately owned and operated and if the site can't be maintained and improved in a financially viable way then public access may not be sustainable in the long term. The proposal will not alter population growth or distribution, economic development or any other listed factor. The proposal will not alter demand on schools or utilities, and any future development would be required to address impacts to Fire, Life Safety, Transportation or other impacts. The proposal will have no impact on agricultural or forest lands. Removal of the MRL designation will not impact mineral resource lands because the three mining claims that make up the Falls are not commercially viable for mining activity, due to topography, environmental restrictions and other factors. The value of the Falls as a tourist destination far outweighs any mineral resource value.

8. Does the amendment include or facilitate illegal spot zoning? ☐ Yes ☑ No
Please explain.

E. Supporting Information – Attach the Following:

A. A vicinity map showing property lines, roads, existing and proposed Comprehensive Plan and Zoning designations. (This information is required for map amendments only).

B. 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.

- For map amendments that involve rezoning property to a Mineral Resource Land (MRL) designation, mailing labels with the typed address of each property owner within 2,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.

C. State Environmental Policy Act (SEPA) Checklist

D. For Comprehensive Plan map amendments that propose to re-designate property to a MRL designation, a Comprehensive Plan MRL Application Supplement form is required.

F. Fees

Applicants pay a docketing fee when submitting an application and additional amendment application fees if the County Council decides to docket the application. The Whatcom County Code 22.10.020(3)(b) states that, when docketing an application, the county council may waive the application fees if it finds the proposed amendment would clearly benefit the community as a whole.

A. Are you requesting that the County Council waive the application fees?
☑ Yes ☐ No

If so, please describe how the proposed amendment clearly benefits the community as a whole.

The Falls are a County wide community asset, and are unique in that a private property owner voluntarily allows public access to the Falls for a variety of recreational purposes, while also maintaining a functional private business enterprise that provides renewable and efficient energy sources to the residents of the County all the way to Kendall. This property owner is interested in future improvement and enhancement of the Falls, which would generate greater interest and support not only the specific site, but recreational tourism in the Mt Baker National Park area in general. This supports businesses in Glacier and other Foothills communities, supports Mt Baker Ski Area, and has the potential to provide jobs and other benefits in the area. If the power generation facility closes and/or the tourism component of the Falls is not sustainable this will damage the community as a whole. The proposed amendments will facilitate future development actions at the Falls, increasing their long term viability, and benefiting the community as a whole.

NOTE: Fees will be assessed in accordance with the Whatcom County Unified Fee Schedule (UFS) in effect at the time of application submittal. Please contact Planning and Development Services to determine project specific fees. Click here to see the 2019/2020 UFS.

Per UFS 2843 all permits and applications are subject to a Technology fee. The fee is calculated on the permit/application fees due.

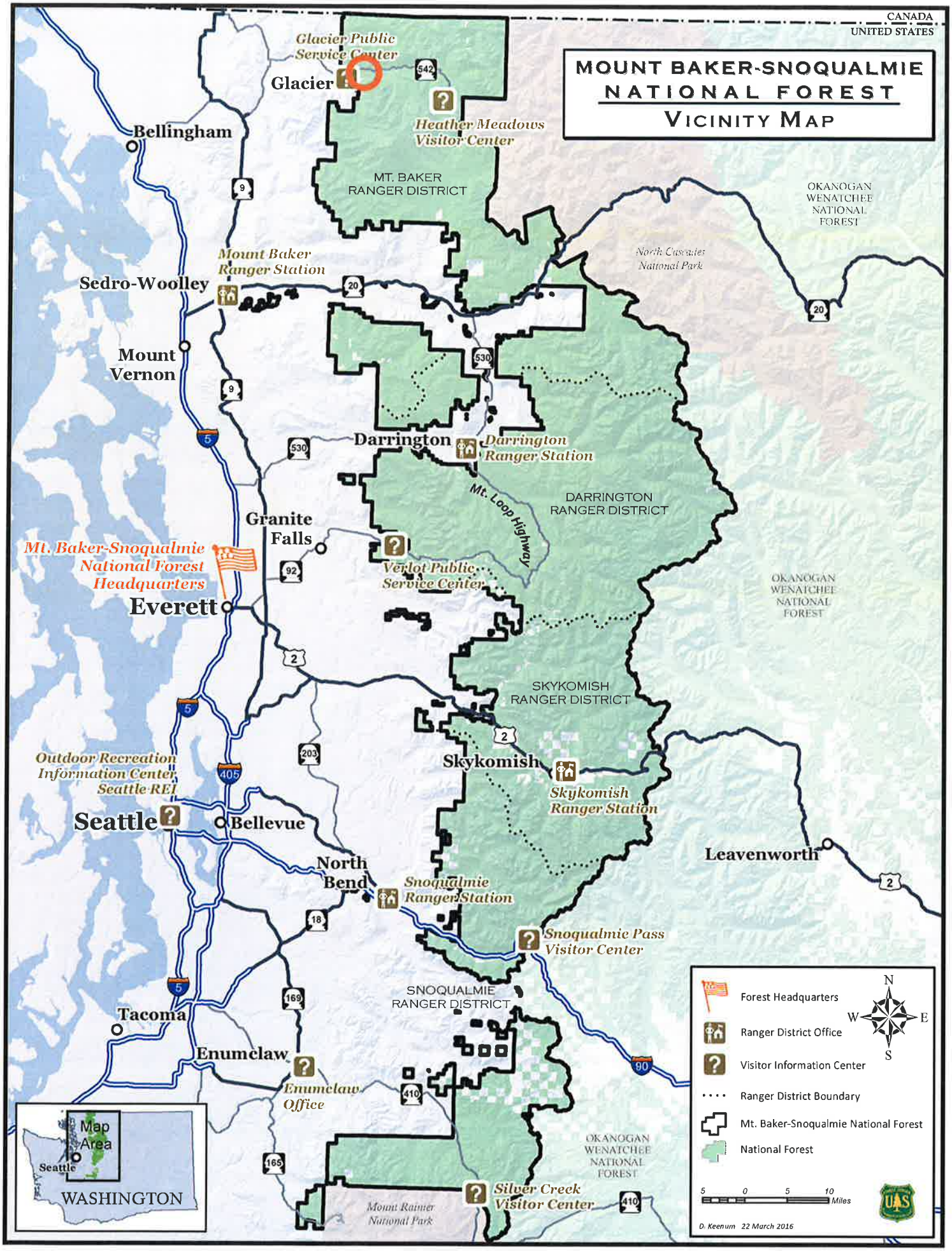
E. Authorization

Signature of Applicant(s) or Agent:

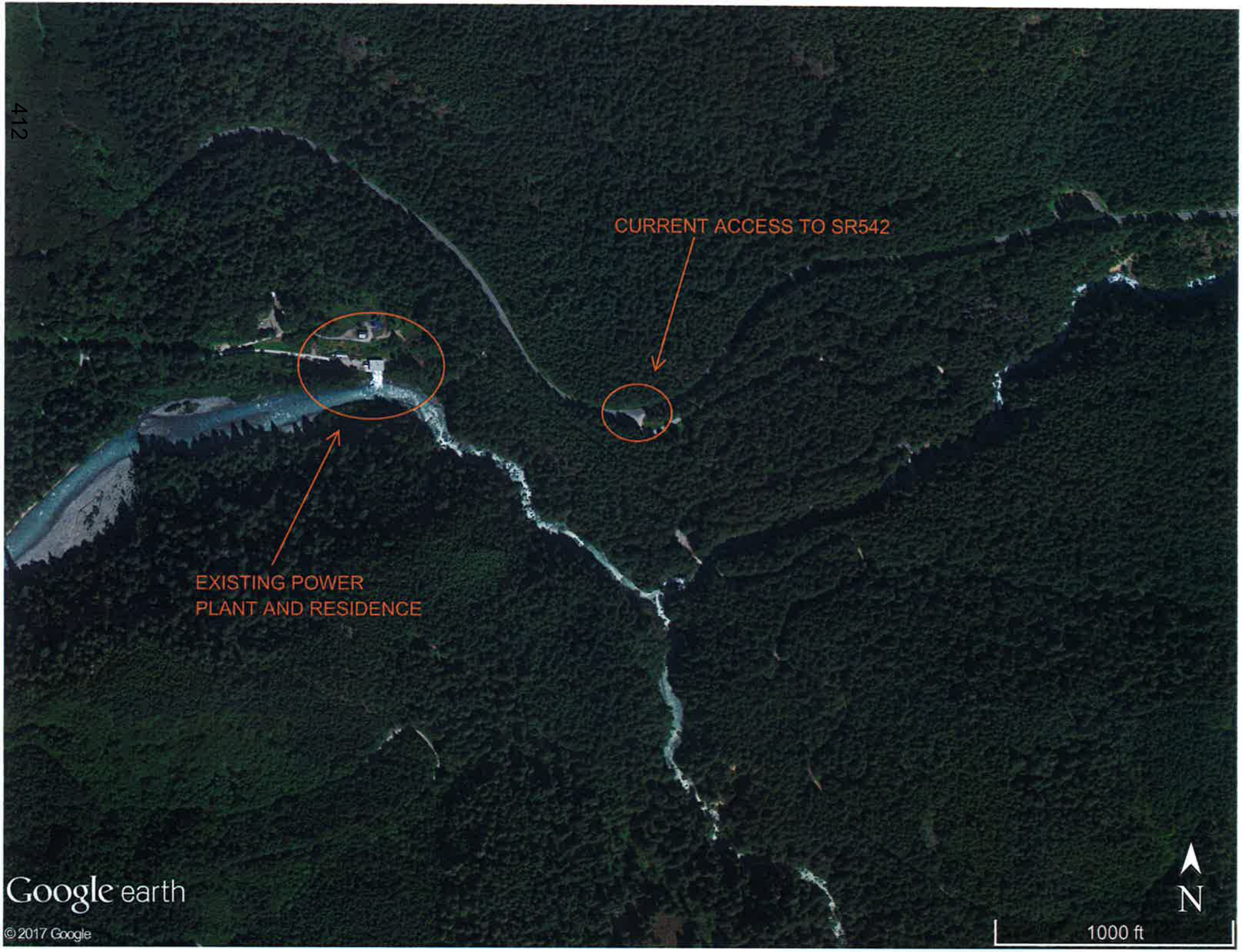
_____ Date: 12/30/19

_____ Date: _____

_____ Date: _____



USDA is an equal opportunity provider, employer and lender.


CURRENT ACCESS TO SR542
EXISTING POWER
PLANT AND RESIDENCE
Google earth
© 2017 Google
N
1000 ft

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

SEP_____ - _____

SEPA Environmental Checklist

Purpose of Checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of Checklist for Non-Project Proposals:

For non-project proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the Supplemental Sheet for Non-project Actions (Part C). Please completely answer all questions that apply and note that the words "project", "applicant", and "property or site" should be read as "proposal", "proponent" and "affected geographic area", respectively. The lead agency may exclude (for non-projects) questions in Part B – Environmental Elements that do not contribute meaningfully to the analysis of the proposal.

A Background

1 Name of proposed project, if applicable:

Nooksack Falls Comprehensive Plan and Zoning Text Amendment

2 Name of applicant: Ali Taysi / AVT Consulting LLC

Applicant phone number: 360-527-9445

Applicant address: 1708 F St

City, State, Zip or Postal Code: Bellingham, WA 98225

Applicant Email address: ali@avtplanning.com

3 Contact name: Same as applicant

Contact phone number:

Contact address:

City, State, Zip or Postal Code:

Contact Email address:

4 Date checklist prepared: 12.31.18

5 Agency requesting checklist: Whatcom County

6 Proposed timing or schedule (including phasing, if applicable):

Legislative process in 2020. No project is proposed at this time.

7 Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? Yes ☑ No ☐
If yes, explain:

If the proposed amendments are approved then at some time in the future an application may be made for development of the property with a variety of recreational uses. No plans are in place at this time for any specific development proposals.

8 List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:

None

9 Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal?
Yes ☐ No ☑
If yes, explain.

None

10 List any government approvals or permits that will be needed for your proposal, if known.

Comprehensive Plan Amendment

11 Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. *There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page*. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal is to remove the MRL designation on the Nooksack Falls Area Exclave and replace this with a standard RF designation. The underlying zoning is currently RF but the Comp Plan designation is MRL, which limits the permitted uses for the property. The proposal includes a change in the zoning text for WCC 20.42.155 to include the Nooksack Falls Area Exclave. The proposal would apply to the entire Nooksack Falls Area Exclave, which consists of three tax parcels (3 mining claims) totaling approximately 60 acres. No specific development is proposed at this time, only the plan amendments.

12 Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposal is located on Wells Creek Road, off Mt Baker Highway (SR542).

B Environmental Elements

1 Earth

a. General description of the site:

- [ ] Flat
- [ ] Rolling
- [x] Hilly
- [ ] Steep Slopes
- [ ] Mountainous
- [ ] Other

b. What is the steepest slope on the site (approximate percent slope)?

Unknown. 50%?

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

No soil information available on USDA Soil Survey online.

d. Are there surface indications or history of unstable soils in the immediate vicinity? Yes ☐ No ☑

If so, describe.

e. Describe the purpose, type, total area, approximate quantities and total affected area of any filling excavation or grading proposed.

None.

Indicate source of fill.

None.

Indicate were excavation material is going.

None.

f. Could erosion occur as a result of clearing, construction, or use?
Yes ☐ No ☑

If so, generally describe.

N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Non. No activity is proposed.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation and maintenance when the project is completed (i.e., dust, automobile, odors, or industrial wood smoke)?

None.

If any, generally describe and give approximate quantities if known.

None.

b. Are there any off-site sources of emissions or odor that may affect your proposal? Yes ☐ No ☑

If so, generally describe.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

3. Water

a. Surface:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? Yes ☑ No ☐

If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Nooksack River and Wells Creek are in the vicinity. Numerous small creeks and drainages criss cross the property, all flowing into the Nooksack River.

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? Yes ☐ No ☑

If yes, please describe and attach available plans.

No work is proposed.

(3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected.

Indicate the source of fill material.

N/A

(4) Will the proposal require surface water withdrawals or diversions? Yes ☐ No ☑

Give general description, purpose, and approximate quantities if known.

N/A

Does the proposal lie within a 100-year floodplain? Yes ☐ No ☑

If so, note location on the site plan.

N/A

(5) Does the proposal involve any discharges of waste materials to surface waters?
Yes ☐ No ☑

If so, describe the type of waste and anticipated volume of discharge

N/A

b. Ground Water:

(1) Will ground water be withdrawn from a well for drinking water or other purposes? Yes ☐ No ☑

If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…..; agricultural; etc.). Describe the general size of the system, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

None.

c. Water runoff (including stormwater):

(1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known).

Currently storm water runoff is generated from the existing road and parking lot, which are gravel. This runoff disperses into the adjacent forested areas. No changes are proposed to any roads/parking areas with this proposal.

Where will this water flow? N/A

Will this water flow into other waters? Yes ☐ No ☑

If so, describe.

N/A

(2) Could waste materials enter ground or surface waters?
Yes ☐ No ☑

If so, generally describe.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site: Yes ☐ No ☑

If so, describe.

No work is proposed

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

N/A

4 Plants

a. Check types of vegetation found on the site:

- ☑ Deciduous tree: alder, maple, aspen, other
- ☑ Evergreen tree: fir, cedar, pine, other
- ☑ Shrubs
- ☐ Grass
- ☐ Pasture
- ☐ Crop or grain
- ☐ Orchards, vineyards or other permanent crops
- ☐ Wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ Water plants: water lily, eelgrass, milfoil, other
- ☐ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

None.

c. List threatened or endangered species known to be on or near the site.

None known.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A

e. List all noxious weeds and invasive species known to be on or near the site.

None known.

5. Animals

a. Check any birds and animals, which have been observed on or near the site or are known to be on or near the site:

Birds:
- [x] Hawk,
- [x] Eagle,
- [ ] Other:
- [ ] Heron,
- [x] Songbirds;

Mammals:
- [x] Deer,
- [x] Elk,
- [ ] Other:
- [ ] Bear,
- [ ] Beaver;

Fish:
- [ ] Bass,
- [ ] Trout,
- [ ] Shellfish;
- [ ] Salmon,
- [ ] Herring,
- [ ] Other:

b. List any threatened or endangered species known to be on or near the site.

None known.

c. Is the site part of a migration route? Yes ☑ No ☐

If so, explain.

The entire Pacific Northwest is a part of the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any:

N/A

e. List any invasive species known to be on or near site.

None known.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

None.

b. Would your project affect the potential use of solar energy by adjacent properties? Yes ☐ No ☑

If so, generally describe.

N/A

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

None.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? Yes ☐ No ☑

If so, describe.

No work is proposed.

(1) Describe any known or possible contamination at the site from present or past uses.

None.

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

No development is proposed. There are no hazardous chemicals currently in use at the site. The site does include a power generation facility. No changes are proposed to these existing conditions.

(3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the projects development or construction, or at any time during the operating life of the project.

None. Power is generated at the facility, which is secure, and has been in operation for over 100 years.

(4) Describe special emergency services that might be required.

None.

(5) Proposed measure to reduce or control environmental health hazards, if any:

N/A

b. Noise

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

None.

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

None. No development is proposed.

(3) Proposed measures to reduce or control noise impacts, if any:

N/A

8 Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

Will the proposal affect current land uses on nearby or adjacent properties? Yes ☐ No ☑
If so, describe.

b. Has the project site been used as working farmlands or working forest lands? Yes ☐ No ☑
If so, describe.

How much agriculture or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any?

None.

If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to non-farm or non-forest use?

N/A

(1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling and harvesting? Yes ☐ No ☑

If so, how:

c. Describe any structures on the site.

There is a power generation facility below the Falls, a single family residence, several outbuildings, roads, trails and other recreational improvements.

d. Will any structures be demolished? Yes ☐ No ☑
If so, what?

e. What is the current zoning classification of the site?

RF

f. What is the current comprehensive plan designation of the site?

MRL

g. If applicable, what is the current shoreline master program designation of the site?

Conservation

h. Has any part of the site been classified as a critical area by the city or county? Yes ☑ No ☐
If so, specify.

The area within 150' of the OHWM of the Nooksack River is considered a Habitat Conservation Area. The entire area is subject to several geohazard designations.

i. Approximately how many people would reside or work in the completed project?

N/A

j. Approximately how many people would the completed project displace?

N/A

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Application is being made for a Comprehensive Plan Amendment and also Zoning Text Amendment. These requests will be reviewed and if necessary conditioned to insure compliance with land use plans.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any?

None necessary. The proposal is to retain a RF designation.

9 Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

☐ High
☐ Middle
☐ Low-income

Number of Units None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

☐ High
☐ Middle
☐ Low-income

Number of Units None.

c. Proposed measures to reduce or control housing impacts, if any:

N/A

10 Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

N/A

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

11 Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any:

None.

12 Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Nooksack Falls and Wells Creek Road provide formal and informal opportunities for hiking, cross country skiing, wildlife viewing and other activities.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

13 Historic and Cultural Preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state or local preservation registers located on or near the site? Yes ☑ No ☐
If so, specifically describe.

The power generation facility is over 45 years old.

b. Are there any landmarks, features, or other evidence of Indian, historic use or occupation, this may include human burials or old cemeteries?
Yes ☐ No ☑
Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Yes ☐ No ☑
Please list any professional studies conducted at the site to identify such resources.

None.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples: Include consultation with tribes and the Department of Archeology and Historic Preservation, archaeological surveys, historic maps, GIS data, etc.

Review of historic records available from property owner, County and DAHP resources.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14 Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plan, if any.

The site is served by Mt Baker Highway (SR542), and accessed via Wells Creek Road.

b. Is site or geographic area currently served by public transit?
Yes ☐ No ☑
If not, what is the approximate distance to the nearest transit stop?

The nearest transit stop is in Kendall, approximately 15 miles east on SR542.

c. How many parking spaces would the completed project have? How many would the project eliminate?

N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? Yes ☐ No ☑
If so, generally describe (indicate whether public or private).

e. Will the project use (or occur in the immediate vicinity of)
☐ Water,
☐ Rail, or
☐ Air transportation?
If so, generally describe.

No.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

N/A - No change from existing conditions.

g. Proposed measures to reduce or control transportation impacts, if any:

N/A

15 Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)?
Yes ☐ No ☑
If so, generally describe.

b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A

16 Utilities

a. Check utilities currently available at the site:

☑ Electricity,
☑ Water,
☑ Telephone,
☑ Septic system,
☐ Natural gas,
☐ Refuse service,
☐ Sanitary sewer,
☐ Other

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

None.

Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Date Submitted: 12/31/2019

FOR OFFICE USE ONLY
Reviewed by Whatcom County Planning & Development Services Staff

_____ _____
Staff Signature Date

C Supplemental Sheet for Non-project Actions

(It is not necessary to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1 How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposal would not increase discharges to water, emissions to air, or release of toxic or hazardous substances. The proposal is only to change the MRL designation to RF, which would allow a broader range of uses. No actual improvements are proposed.

Proposed measures to avoid or reduce such increases are:

Any future project proposed under the RF designation would require various County permits and reviews, which would ensure compliance with any applicable regulations, and could be conditioned to address any potential impacts.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposal would not impact plants, animals, fish or marine life. The Falls are currently utilized for recreational purposes and this would not change.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

N/A

3. How would the proposal be likely to deplete energy or natural resources?

The proposal would not deplete energy or natural resources. It is possible that future development could utilize power from the onsite power generation facility, increasing energy efficiency at the site.

Proposed measures to protect or conserve energy and natural resources are:

None.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposal would not change any existing uses on the property or the current access to the property or surrounding properties. Future specific use proposals would be regulated by adopted local, state and federal environmental regulations.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Any future activity or new use would be permitted through applicable local, state and federal agencies. Buffers of any environmentally sensitive areas would be protected consistent with adopted regulations. Mitigation would be provided for any unavoidable impacts.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal would not change current land and shoreline use. It is possible that future permitted activity, such as additional parking, trail improvements or other similar actions could affect land and shoreline use, but no actions are proposed at this time. All future actions would be consistent with the underlying RF zoning.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Any future activity would require permitting and this would allow conditions as necessary to ensure impacts to shoreline and land use are avoided or reduced as much as possible.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

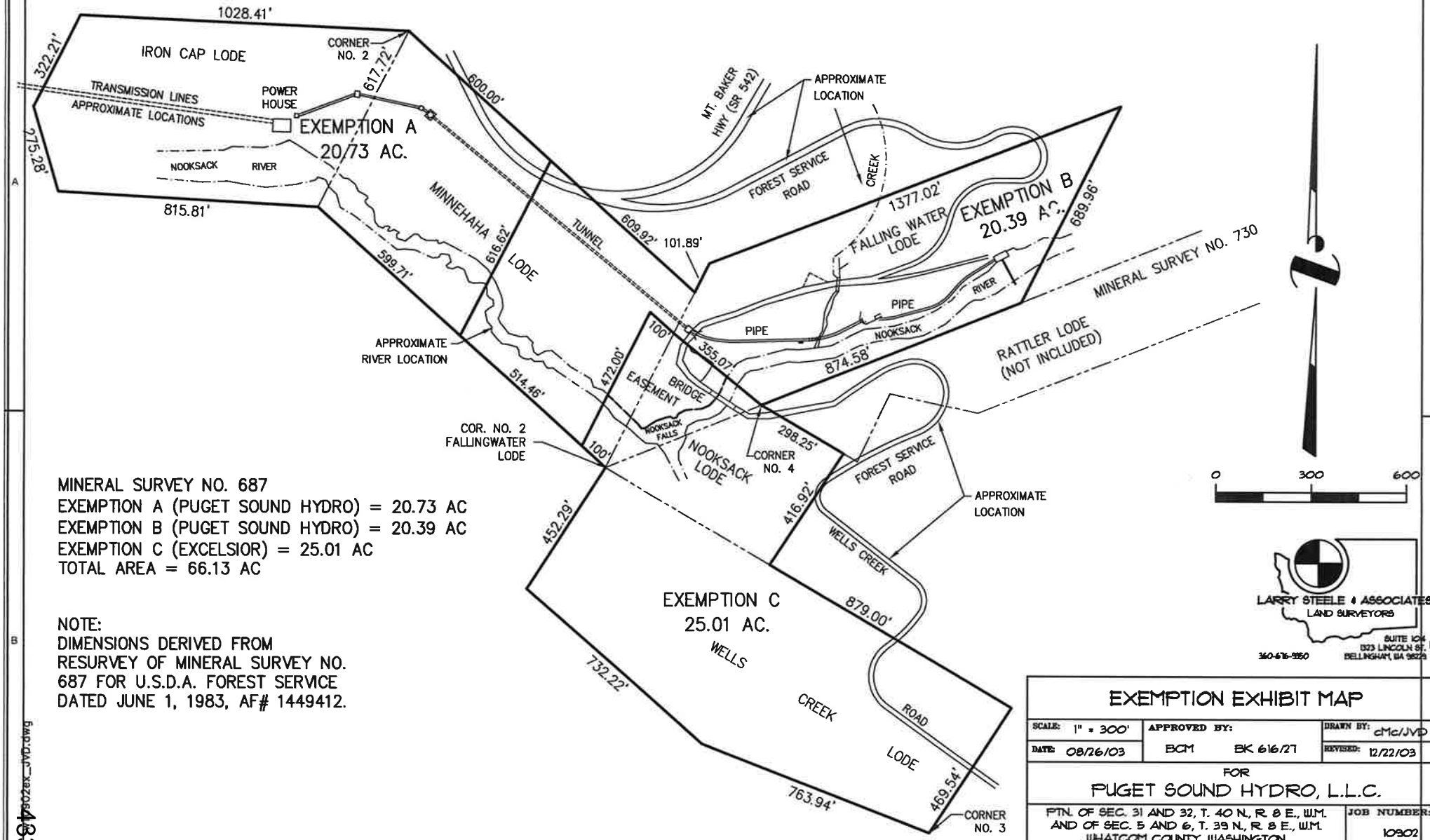
The proposal would not alter demand on transportation, public services or utilities. Future development could increase this demand.

Proposed measures to reduce or respond to such demand(s) are:

No specific project is proposed, however at the time of a future project proposal, specific impacts on transportation, public services and utilities would be evaluated and any potential increases in demand would be appropriately mitigated through permit conditions.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposal does not conflict with any local, state or federal laws related to the protection of the environment.



MINERAL SURVEY NO. 687
EXEMPTION A (PUGET SOUND HYDRO) = 20.73 AC
EXEMPTION B (PUGET SOUND HYDRO) = 20.39 AC
EXEMPTION C (EXCELSIOR) = 25.01 AC
TOTAL AREA = 66.13 AC

NOTE:
DIMENSIONS DERIVED FROM RESURVEY OF MINERAL SURVEY NO. 687 FOR U.S.D.A. FOREST SERVICE DATED JUNE 1, 1983, AF# 1449412.

LARRY STEELE & ASSOCIATES
LAND SURVEYORS
SUITE 104
1323 LINCOLN ST.
BELLINGHAM, WA 98225
360-676-9350

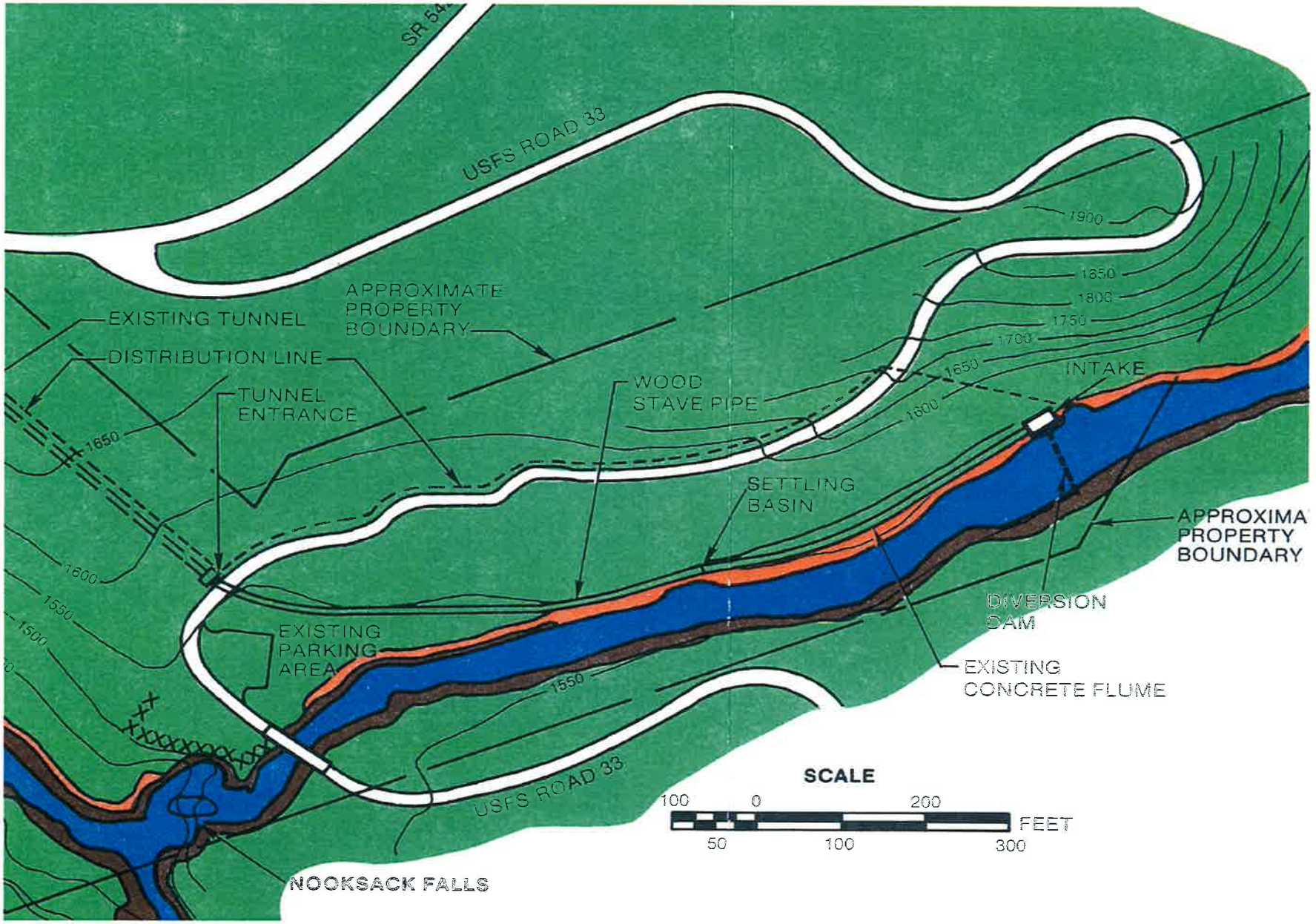
EXEMPTION EXHIBIT MAP

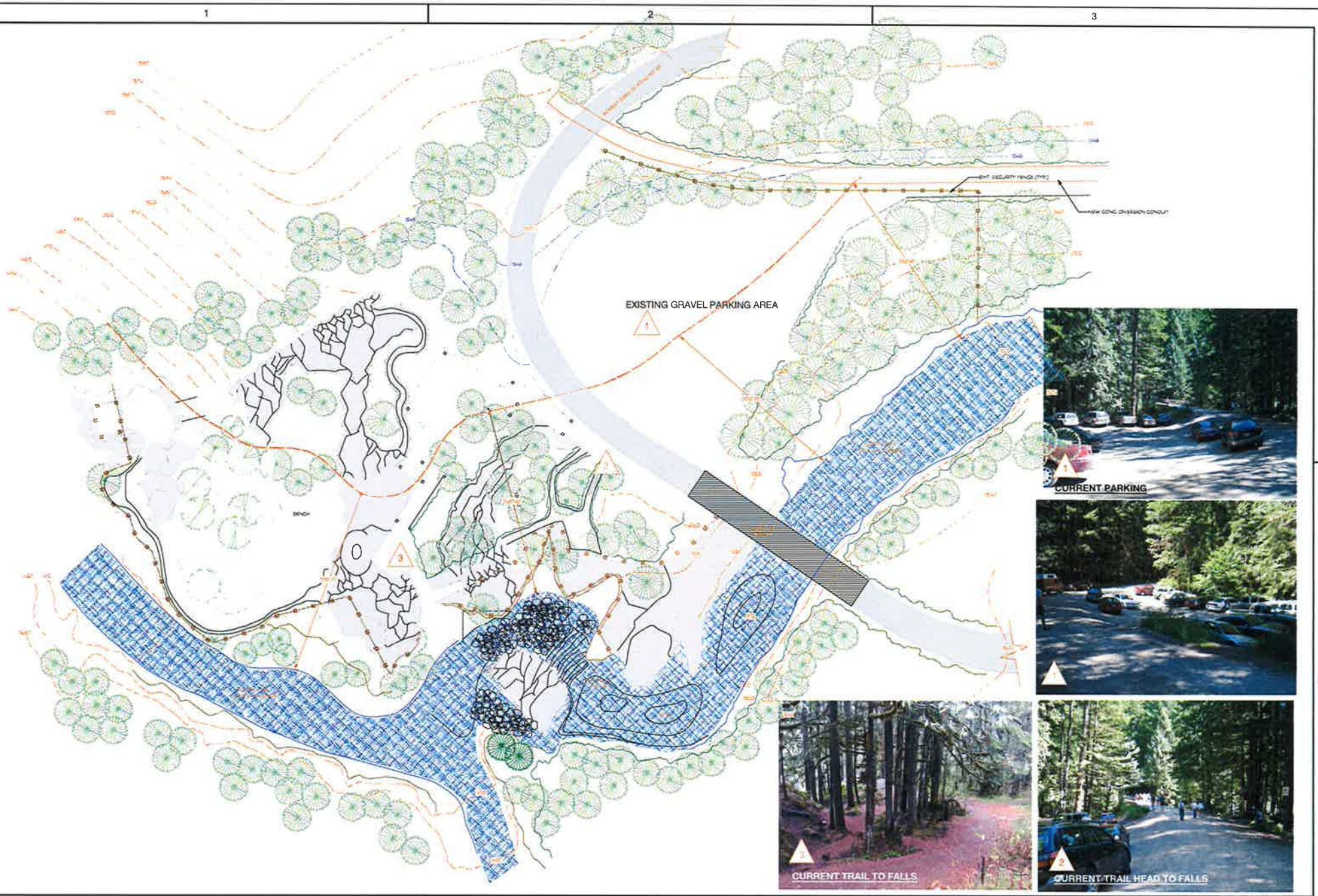
SCALE: 1" = 300'	APPROVED BY: BCM BK 616/27	DRAWN BY: cMc/JVD
DATE: 08/26/03		REVISED: 12/22/03

FOR
PUGET SOUND HYDRO, L.L.C.

PTN. OF SEC. 31 AND 32, T. 40 N., R. 8 E., W.M. AND OF SEC. 5 AND 6, T. 39 N., R. 8 E., W.M. WHATCOM COUNTY, WASHINGTON

JOB NUMBER: 10902


SR 542
USFS ROAD 33
APPROXIMATE PROPERTY BOUNDARY
EXISTING TUNNEL
DISTRIBUTION LINE
TUNNEL ENTRANCE
WOOD STAVE PIPE
INTAKE
SETTLING BASIN
APPROXIMA PROPERTY BOUNDARY
DIVERSION DAM
EXISTING CONCRETE FLUME
EXISTING PARKING AREA
USFS ROAD 33
NOOKSACK FALLS
1900
1850
1800
1750
1700
1650
1600
1550
1500
SCALE
100 0 200
FEET
50 100 300


EXISTING GRAVEL PARKING AREA
1
2
3
CURRENT PARKING
CURRENT TRAIL TO FALLS
CURRENT TRAIL HEAD TO FALLS

Whatcom County Assessor & Treasurer

Property Search Results > 111776 EXCELSIOR PROPERTIES LLC for Year 2018 - 2019

Property

Account

Property ID:	111776	Legal Description:	TR IN SECS 5-6 39-8E-IN SECS 31-32 40-8E-THAT PTN OF FOL PATENTED LODE MINING CLAIMS IN MT BAKER MINING DISTRICT BEING PTN OF MINERAL CERTIFICATE 157 DESC AF 93373 DAF-ALL WELLS CREEK-NOOKSACK LODES-SELY 100 FT OF SWLY 472 FT OF NWLY LI OF NOOKSACK LODE
Parcel # / Geo ID:	3908065505500000	Agent Code:	
Type:	Real		
Tax Area:	7002 - 507 R L	Land Use Code	85
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T39N	Section:	06
Range:	R08E	Legal Acres:	25.0100

Location

Address:	MT BAKER HWY MOUNT BAKER, WA	Mapsco:	
Neighborhood:	3270027900	Map ID:	3JS_RNG6-E
Neighborhood CD:	3270027900		

Owner

Name:	EXCELSIOR PROPERTIES LLC	Owner ID:	40490
Mailing Address:	PO BOX 1432 LEWISTON, ID 83501-1432	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Taxes and Assessment Details

Values

Map List

Taxing Jurisdiction

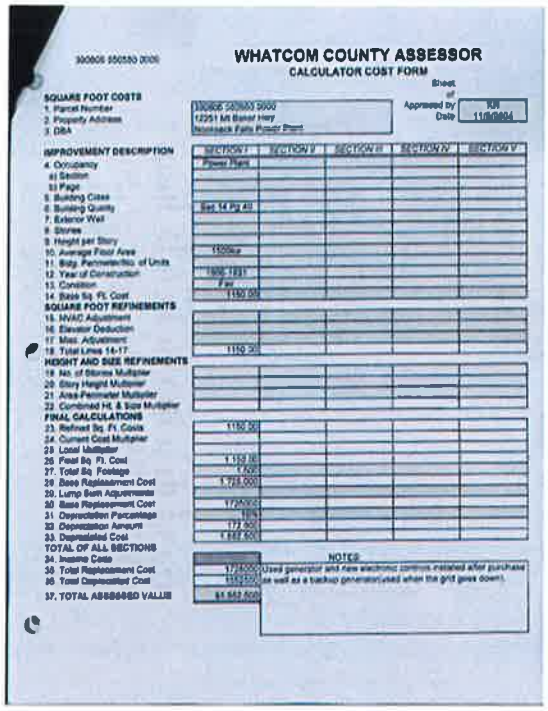
Improvement / Building

Sketch

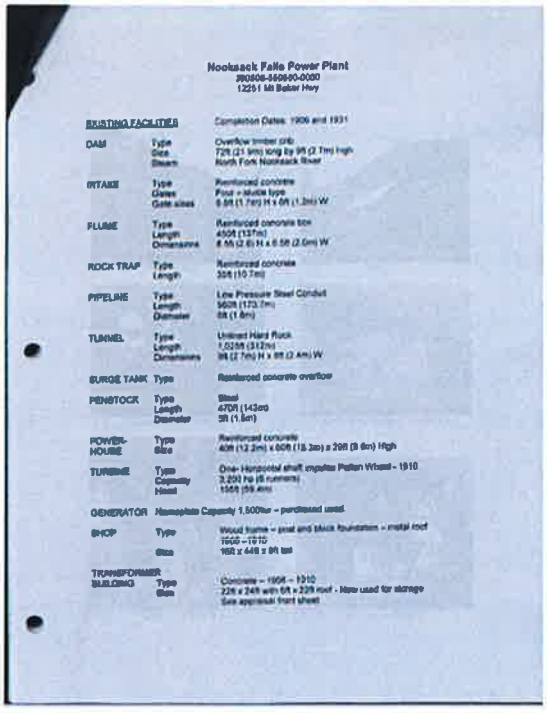
No sketches available for this property.

Property Image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

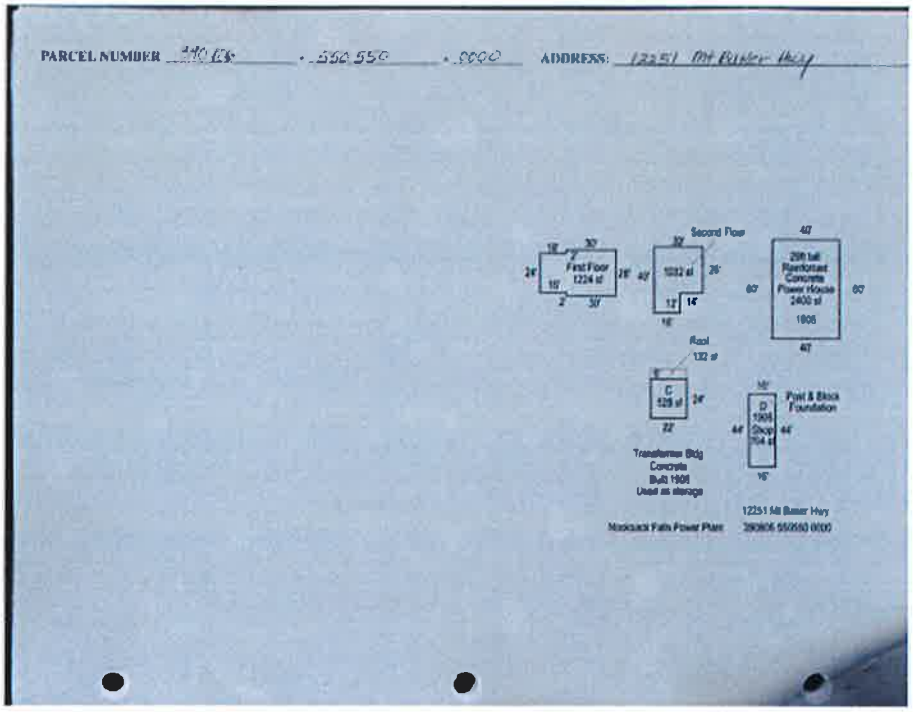


WHATCOM COUNTY ASSESSOR
CALCULATOR COST FORM



Nooksack Falls Power Plant
390806-560960-0000
12251 Mt Baker Hwy





Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	8590	MINING CLAIM	25.0100	1089435.60	0.00	0.00	$12,505	$0

Roll Value History

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number

1	04/08/2004	QUIT CLAIM	QUIT CLAIM DEED	PUGET SOUND HYDRO LLC	EXCELSIOR PROPERTIES LLC	0	$0.00	200494325	2040403394

Payout Agreement

Assessor Home Treasurer Home

Website version: 9.0.40.29 Database last updated on: 12/31/2018 2:34 AM © N. Harris Computer Corporation

Whatcom County Assessor & Treasurer

Property Search Results > 147508 EXCELSIOR PROPERTIES II LLC for Year 2018 - 2019

Property

Account

Property ID:	147508	Legal Description:	TR IN SECS 31-32 40-8E-IN SECS 5-6 39-8E DAF-ALL IRON CAP LODE-NWLY 600 FT AS MEAS ALG NELY LI OF MINNEHAHA LODE BEING PATENTED LODE MINING CLAIMS-PTN OF MINERAL CERTIFICATE 157 DESC AF 93373
Parcel # / Geo ID:	4008314502000000	Agent Code:	
Type:	Real		
Tax Area:	7002 - 507 R L	Land Use Code	48
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T40N	Section:	31
Range:	R08E	Legal Acres:	20.7300

Location

Address:	12251 MT BAKER HWY MOUNT BAKER, WA	Mapsco:	
Neighborhood:	3270027900	Map ID:	3C3_SLVRLK
Neighborhood CD:	3270027900		

Owner

Name:	EXCELSIOR PROPERTIES II LLC	Owner ID:	501699
Mailing Address:	PO BOX 1432 LEWISTON, ID 83501-1432	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Taxes and Assessment Details

Values

Map List

Taxing Jurisdiction

Improvement / Building

Improvement #1: COMMERCIAL IMPROVEMENT **State Code:** 4812 3104.0 sqft **Value:** $1,583,549

HVAC: SPHT LIFE EXPECTANCY: 35

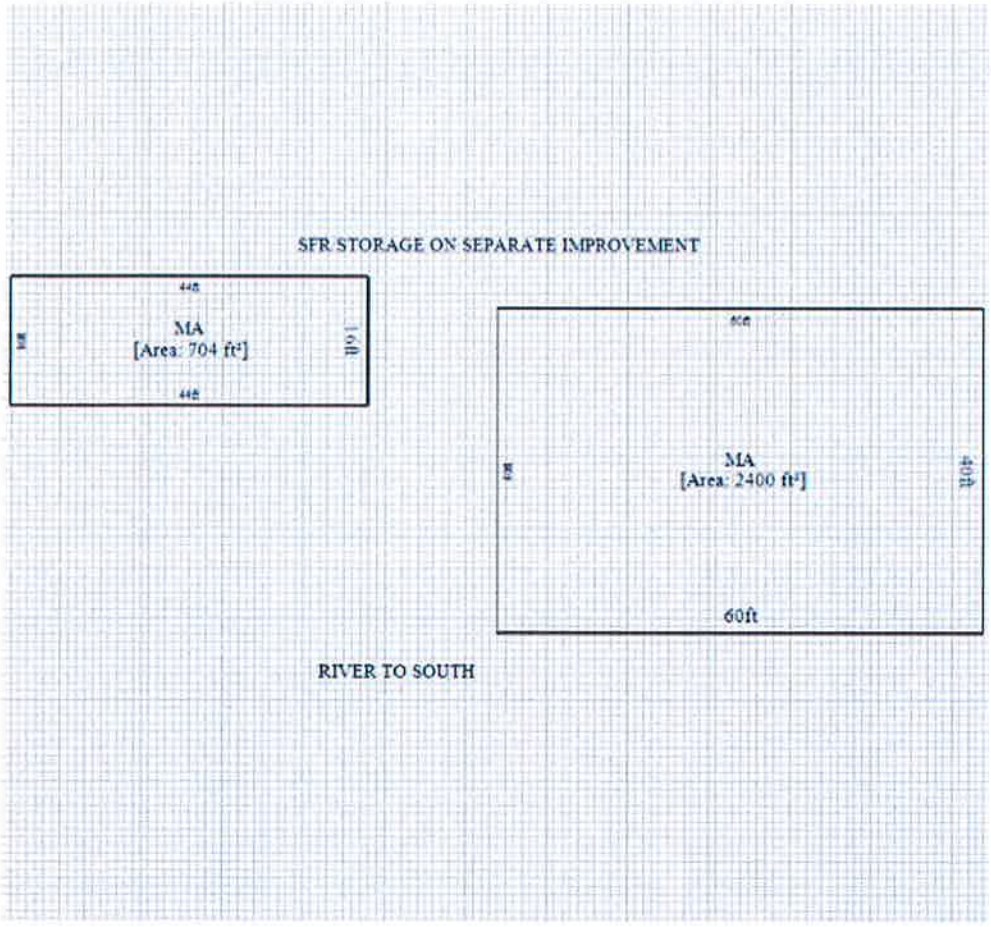
Type	Description	Class CD	Sub Class CD	Year Built	Area
C-MISC IMP	COMCL Misc Lump Sum Imp	C		1906	1500.0
MA	Main Area 1	C	LC	1906	2400.0
MA	Main Area 1	D	A	1906	704.0

Improvement #2: 1.5 STORY (Finished) **State Code:** 4812 2256.0 sqft **Value:** $181,912

Exterior Wall:	SI/ST	Fixtures:	10
Floor Cov Adj:	Base Allowance	Flooring:	CARPT
Foundation:	CONPR	Full Baths:	2
Heating/Cooling:	F/A	Interior Finish:	FIN
Number of Bedrooms:	4	Roof Covering:	METAL

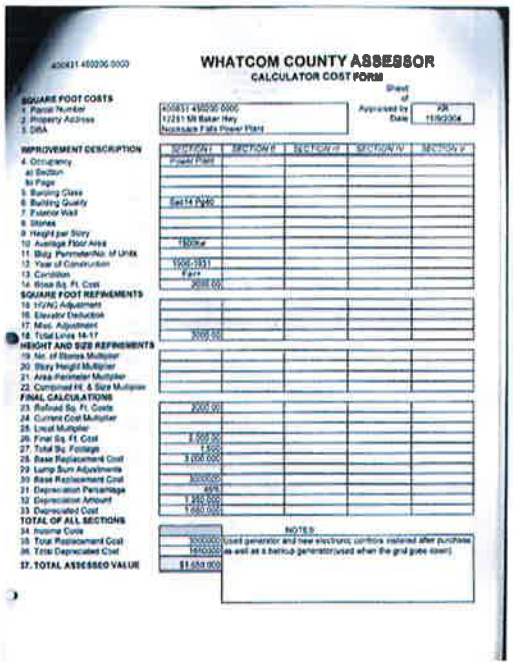
Type	Description	Class CD	Sub Class CD	Year Built	Area
MA	Main Area 1	AVG +	*	2004	1224.0
STOR	ADDNS-Storage Bldg	GOOD	*	1910	528.0
MA2	Main Area 2	AVG +	*	2004	1032.0
Deck	Deck	AVG		2004	192.0

Sketch



Property Image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

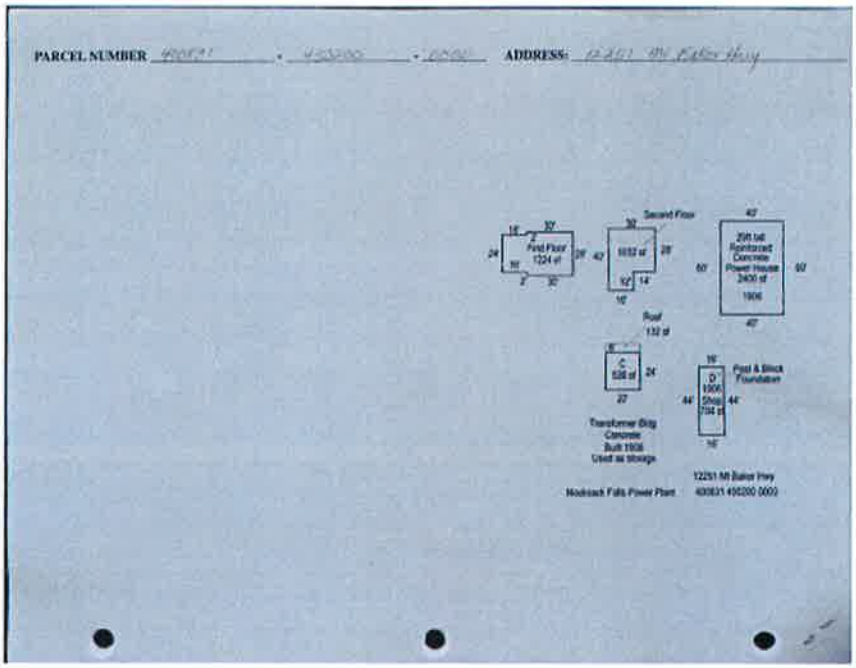


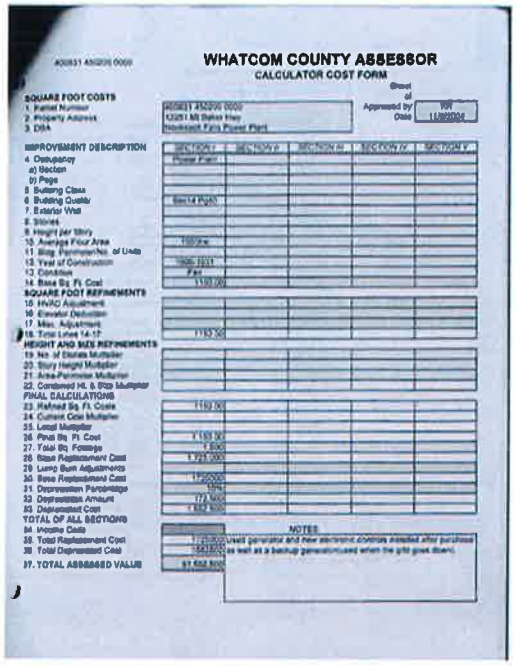
WHATCOM COUNTY ASSESSOR
CALCULATOR COST FORM

1. Parcel Number	400831 490200 0000
2. Property Address	12251 Mt Baker Hwy
3. DBA	Nooksack Falls Power Plant
Appraised By	KK
Date	11/9/2004

IMPROVEMENT DESCRIPTION	SECTION I	SECTION II	SECTION III	SECTION IV	SECTION V
4. Occupancy	Power Plant				
a) Section					
b) Page					
5. Building Class					
6. Building Quality	Set 14 Pg40				
7. Exterior Wall					
8. Stories					
9. Height per Story					
10. Average Floor Area	1500sf				
11. Bldg Perimeter/No. of Units					
12. Year of Construction	1906/1951				
13. Condition	Fair				
14. Base Sq. Ft. Cost	2000.00				
SQUARE FOOT REFINEMENTS					
15. HVAC Adjustment					
16. Elevator Deduction					
17. Misc. Adjustment					
18. Total Lines 14-17	2000.00				
HEIGHT AND SIZE REFINEMENTS					
19. No. of Stories Multiplier					
20. Story Height Multiplier					
21. Area Perimeter Multiplier					
22. Combined Ht. & Size Multiplier					
FINAL CALCULATIONS					
23. Refined Sq. Ft. Costs	2000.00				
24. Current Cost Multiplier					
25. Local Multiplier					
26. Final Sq. Ft. Cost	2,000.00				
27. Total Sq. Footage	1,500				
28. Base Replacement Cost	3,000,000				
29. Lump Sum Adjustments					
30. Base Replacement Cost	3000000				
31. Depreciation Percentage	45%				
32. Depreciation Amount	1,350,000				
33. Depreciated Cost	1,650,000				
TOTAL OF ALL SECTIONS					
34. Income Cost					
35. Total Replacement Cost	3000000				
36. Total Depreciated Cost	1650000				
37. TOTAL ASSESSED VALUE	$1,650,000				

NOTES
Used generator and new electronic controls installed after purchase as well as a backup generator(used when the grid goes down)





WHATCOM COUNTY ASSESSOR
CALCULATOR COST FORM

SQUARE FOOT COSTS
1. Parcel Number
2. Property Address
3. DBA

IMPROVEMENT DESCRIPTION
4. Occupancy
a) Section
b) Page
5. Building Class
6. Building Quality
7. Exterior Wall
8. Stories
9. Height per Story
10. Average Floor Area
11. Bldg. Perimeter/No. of Units
12. Year of Construction
13. Condition
14. Base Sq. Ft. Cost

SQUARE FOOT REFINEMENTS
15. HVAC Adjustment
16. Elevator Deduction
17. Misc. Adjustment
18. Total Lines 14-17

HEIGHT AND SIZE REFINEMENTS
19. No. of Stories Multiplier
20. Story Height Multiplier
21. Area-Perimeter Multiplier
22. Combined Ht. & Size Multiplier

FINAL CALCULATIONS
23. Refined Sq. Ft. Costs
24. Current Cost Multiplier
25. Local Multiplier
26. Final Sq. Ft. Cost
27. Total Sq. Footage
28. Base Replacement Cost
29. Lump Sum Adjustments
30. Base Replacement Cost
31. Depreciation Percentage
32. Depreciation Amount
33. Depreciated Cost

TOTAL OF ALL SECTIONS
34. Income Costs
35. Total Replacement Cost
36. Total Depreciated Cost
37. TOTAL ASSESSED VALUE

NOTES









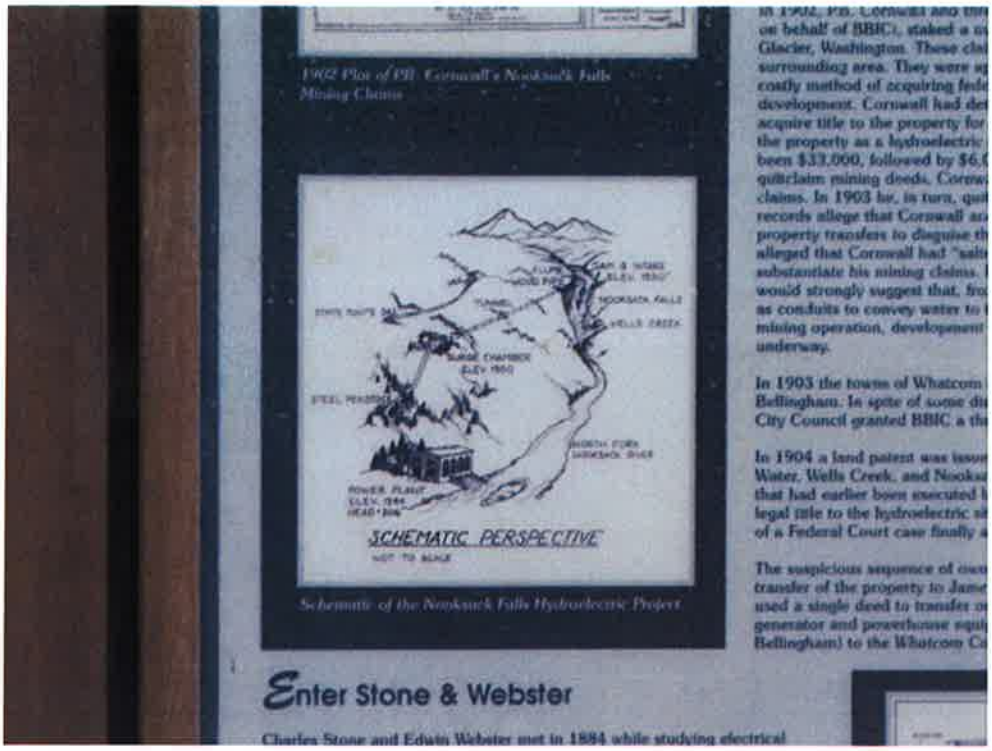



Shop
Old Transformer Building
Powerhouse
APPROXIMATE
BOUNDARY OF
HISTORIC
DISTRICT






Powerhouse
Shop
Generator and Turbines
Old transformer building - now storage
Original Plant Site Map
House 2004


1902 Plat of FH. Cornwall's Nooksack Falls Mining Claims
SCHEMATIC PERSPECTIVE
NOT TO SCALE
Schematic of the Nooksack Falls Hydroelectric Project
Enter Stone & Webster
Charles Stone and Edwin Webster met in 1884 while studying electrical





Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	4812	ELEC GEN PLT	1.0000	43560.00	0.00	0.00	$100,000	$0
2	4812	ELEC GEN PLT	19.7300	859438.80	0.00	0.00	$9,865	$0

Roll Value History

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	02/19/2013	SWD	SWD	PUGET SOUND HYDRO LLC	EXCELSIOR PROPERTIES II LLC			$1,958,230.00	175514	2130202399
		147509	EXCELSIOR PROPERTIES II LLC	MT BAKER HWY MOUNT BAKER, WA	TR IN SECS 31-32 40-8E-IN SECS 5-6 39-8E THAT PTN OF FOL PATENTED LODE MINING CLAIMS IN MT BAKER MINING DISTRICT BEING PTN OF MINERAL CERTIFICATE 157 DESC AF 93373 DAF-MINNEHAHA LODE-EXC NWLY 600					
2	04/08/2004	QUIT CLAIM	QUIT CLAIM DEED	PUGET SOUND HYDRO LLC	PUGET SOUND HYDRO LLC	0		$0.00	200494323	2040403396

Payout Agreement

Assessor Home Treasurer Home

Website version: 9.0.40.29 Database last updated on: 12/31/2018 2:34 AM © N. Harris Computer Corporation

Whatcom County Assessor & Treasurer

Property Search Results > 147509 EXCELSIOR PROPERTIES II LLC for Year 2018 - 2019

Property

Account

Property ID:	147509	Legal Description:	TR IN SECS 31-32 40-8E-IN SECS 5-6 39-8E THAT PTN OF FOL PATENTED LODE MINING CLAIMS IN MT BAKER MINING DISTRICT BEING PTN OF MINERAL CERTIFICATE 157 DESC AF 93373 DAF-MINNEHAHA LODE-EXC NWLY 600
Parcel # / Geo ID:	4008315801500000	Agent Code:	
Type:	Real		
Tax Area:	7002 - 507 R L	Land Use Code	85
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T40N	Section:	31
Range:	R08E	Legal Acres:	20.3900

Location

Address:	MT BAKER HWY MOUNT BAKER, WA	Mapsco:	
Neighborhood:	3270027900	Map ID:	3JS_RNG6-E
Neighborhood CD:	3270027900		

Owner

Name:	EXCELSIOR PROPERTIES II LLC	Owner ID:	501699
Mailing Address:	PO BOX 1432 LEWISTON, ID 83501-1432	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Taxes and Assessment Details

Values

Map List

Taxing Jurisdiction

Improvement / Building

Sketch

No sketches available for this property.

Property Image

No image available for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	8590	MINING CLAIM	20.3900	888188.40	0.00	0.00	$20,390	$0

Roll Value History

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	02/19/2013	SWD	SWD	PUGET SOUND HYDRO LLC	EXCELSIOR PROPERTIES II LLC			$1,958,230.00	175514	2130202399
		147508	EXCELSIOR PROPERTIES II LLC	12251 MT BAKER HWY MOUNT BAKER, WA	TR IN SECS 31-32 40-8E-IN SECS 5-6 39-8E DAF-ALL IRON CAP LODE-NWLY 600 FT AS MEAS ALG NELY LI OF MINNEHAHA LODE BEING PATENTED LODE MINING CLAIMS-PTN OF MINERAL CERTIFICATE 157 DESC AF 93373					
2	04/08/2004	QUIT CLAIM	QUIT CLAIM DEED	PUGET SOUND HYDRO LLC	PUGET SOUND HYDRO LLC	0		$0.00	200494324	2040403395

Payout Agreement

Assessor Home Treasurer Home

Website version: 9.0.40.29 Database last updated on: 12/31/2018 2:34 AM © N. Harris Computer Corporation

2130202399
Page: 1 of 6
2/19/2013 4:05 PM
DEED $77.00
Whatcom County, WA
Request of: FIRST AMERICAN TITLE INSURANCE

AFTER RECORDING RETURN TO:
Brett N. Wiese
Inslee, Best, Doezie & Ryder, P.S.
777 - 108th Avenue N.E., Suite 1900
P. O. Box 90016
Bellevue, WA 98009-9016

1818726

STATUTORY WARRANTY DEED

Grantor(s):	Puget Sound Hydro, L.L.C., a Washington limited liability company,
Grantee(s):	Excelsior Properties II, LLC, a Washington limited liability company
Abbreviated Legal Description:	PTN SEC 31 AND 32 TWP 40N RGE 8E AND SEC 5 AND 6 TWP 39N RGE 8E, WHATCOM COUNTY (Complete legal description on Exhibit A)
Assessor's Tax Parcel ID#:	400831 450200 0000/PID #147508 400831 580150 0000/PID #147509

THE GRANTOR, PUGET SOUND HYDRO, L.L.C., a Washington limited liability company, for and in consideration of Ten Dollars ($10.00) in hand paid, conveys and warrants to GRANTEE, EXCELSIOR PROPERTIES II, LLC, a Washington limited liability company, the following described real estate, situated in the unincorporated County of Whatcom, State of Washington:

See Exhibit A attached hereto and made a part hereof as if set forth herein (the "Property").

RESERVING THEREFROM: All right, title, and interest in and to water rights claim #85 associated with, used in connection with, and/or appurtenant to the Property;

RESERVING THEREFROM: All right, title, and interest in and to the "Project" as defined in Section 1.14 of that certain Power Purchase Agreement dated as of September 26, 2008, between Puget Sound Energy, Inc. ("PSE") and Tenant or Section 1.16 of that certain Schedule 91 Power Purchase Agreement between PSE and Tenant issued October 13, 2008 (collectively the "PPA"), or (ii) the "Generating Facility" as defined in

1676709 175514 *2/19/2013 10.00*

Attachment 1 to that certain Schedule 80 Interconnection Agreement between PSE and Tenant issued January 31, 2008 (the "ICA");

RESERVING THEREFROM: All right, title, and interest for PSE to travel across certain portions of the Property necessary to access the "Project" and the "Generating Facility" (as such terms are defined above) in accordance with the terms and conditions of the licenses and permits granted by Grantor to PSE as specifically set forth in the PPA and the ICA.

SUBJECT TO: the Notice set forth on attached Exhibit B.

DATED: February 19, 2013.

GRANTOR:

PUGET SOUND HYDRO, L.L.C., a Washington limited liability company

By _____
Arch Ford, Co-Manager

Unofficial Document

STATE OF WASHINGTON)
) ss
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that ARCH FORD is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the Co-Manager on behalf of PUGET SOUND HYDRO, L.L.C., a Washington limited liability company, pursuant to the provisions of the Limited Liability Company Agreement of said company, and acknowledged it to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.

DELISA D BOATMAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-06-2014

DATED: February 19, 2013

Delisa D Boatman

NAME: DeLisa D Boatman
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: 11/6/2014

EXHIBIT A
Legal Description of the Property

REAL PROPERTY IN THE UNINCORPORATED COUNTY OF WHATCOM, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

PARCEL A:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF WHATCOM AND IS APPROXIMATELY LOCATED WITHIN SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 8 EAST OF W.M., AND WITHIN SECTIONS 5 AND 6, TOWNSHIP 39 NORTH, RANGE 8 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

ALL OF IRON CAP LODE AND THE NORTHWESTERLY 600.00 FEET, AS MEASURED ALONG THE NORTHEASTERLY LINE OF THE MINNEHAHA LODE, BEING PATENTED LOAD MINING CLAIMS AND PART OF MINERAL CERTIFICATE NO. 157, AS SHOWN ON MINING PATENT DEED RECORDED NOVEMBER 21, 1905 UNDER AUDITOR'S FILE NO. 93373.

PARCEL B:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF WHATCOM AND IS APPROXIMATELY LOCATED WITHIN SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 8 EAST OF W.M., AND WITHIN SECTIONS 5 AND 6, TOWNSHIP 39 NORTH, RANGE 8 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING PATENTED LODE MINING CLAIMS IN THE MOUNT BAKER MINING DISTRICT, BEING PART OF MINERAL CERTIFICATE NO. 157, AS SHOWN ON MINING PATENT DEED RECORDED NOVEMBER 21, 1905 UNDER AUDITOR'S FILE NO. 93373, DESCRIBED AS FOLLOWS:

MINNEHAHA LODE EXCEPT THE NORTHWESTERLY 600.00 FEET, AS MEASURED ALONG THE NORTHEASTERLY LINE THEREOF. ALSO EXCEPT THE SOUTHEASTERLY 100.00 FEET OF THE SOUTHWESTERLY 472.00 FEET, AS MEASURED ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID MINNEHAHA LODE.

ALSO FALLING WATER LODE EXCEPT THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE LINE COMMON TO THE MINNEHAHA AND FALLING WATER LODES, 472.00 FEET NORTHEASTERLY OF THE SOUTHERLY CORNER COMMON TO SAID LODES; THENCE SOUTHEASTERLY, 355 FEET MORE OR LESS TO CORNER NO. 4 OF THE NOOKSACK LODE, COMMON TO THE SOUTHEASTERLY LINE OF SAID FALLING WATER LODE.

WHATCOM COUNTY, WASHINGTON.

APN: 400831 450200 0000/PID #147508
APN: 400831 580150 0000/PID #147509

EXHIBIT B

Notice

The subject property is within or near designated **forestry lands** on which a variety of commercial activities may occur. The legally permissible amounts of noise, dust, smoke, traffic and fumes which may be generated by activities on forest land may exceed those levels conducive to a tranquil residential environment. While the application by spraying or other means of forest chemicals may be legally permitted on forest lands, the persons making such applications and the owners of properties where such applications are being made, may be liable for loss and damages which are caused by the migration of forest chemicals from the site of the approved application. Whatcom County has determined that the use of real property for forestry operations is high priority and favored use and will not consider to be a nuisance those inconveniences or discomforts arising from legally permitted forest practices, if such operations are consistent with the commonly accepted best management practices and otherwise comply with local, state and federal laws.

The subject property is on or within three hundred feet of designated **mineral resource** land upon which a variety of mining related activities may occur that are not compatible with residential development for certain periods of limited duration. Whatcom County has determined that the use of real property for mineral operations is a priority use in designated mineral resource lands and will not consider to be a nuisance those inconveniences or discomforts arising from mine operations, if such operations are consistent with commonly accepted best management practices and otherwise comply with local, state, and federal laws. Copies of these laws are available at the Whatcom County Planning and Redevelopment Services Office.

The undersigned hereby acknowledges receipt of the above notice.

Excelsior Properties II, LLC
a Washington limited liability company

By: _____
Arch Ford
Co-Manager

STATE OF WASHINGTON)
) ss
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that ARCH FORD is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the Co-Manager on behalf of PUGET SOUND HYDRO, L.L.C., a Washington limited liability company, pursuant to the provisions of the Limited Liability Company Agreement of said company, and acknowledged it to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.

DELISA D BOATMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
11-06-2014

DATED: February 19, 2013

Delisa D Boatman

NAME: DeLisa D Boatman
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: 11/6/2014

Unofficial Document

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Phone 676-6724 or 384-1528

1

WATER AVAILABILITY NOTIFICATION

TO OBTAIN A BUILDING PERMIT
PRIVATE – 1 HOME WELL

RECEIVED
JUL 29 2003
Whatcom County
Health Department

SECTION ONE – APPLICABILITY:

Environmental Health approval of this form is NOT required if your building project:

- ❖ Does not include plumbing for potable water, or;
- ❖ Is a residential remodel or addition, which does not add additional bedroom(s) or results in an increase in floor space of more than 50% or;
- ❖ Is replacing a permitted building, which has been demolished or removed. You must take evidence of the existence of the previous building to Whatcom County Planning & Development Services for review. The replacement building cannot have more bedrooms or more than 50% greater floor space than the previous building to be considered under this exemption.

SECTION TWO – INSTRUCTIONS:

Please read the attached information carefully for full instructions on how to proceed with obtaining private well approval. Please submit this form and one copy of each document required to Whatcom County Health Department for review and approval. ***Please allow at least 1 week for the approval process.*** This information will be kept on file at the Environmental Health Division. **The documents required are:**

ENTERED
SEP 30 2003

1. Water Availability Notification (this form).
2. Satisfactory bacteriological test results less than 3 years old. 546-03 4-4-2003
3. Satisfactory inorganic chemical test results less than 3 years old.
4. Water well report (well log) signed by driller, including yield test.
5. Current site plan (drawn to scale) showing well location and distances from the well to the property lines, underground fuel storage tanks, drainfields, chemical application areas, creeks and any other potential source of contamination.
6. Declaration of covenant or restrictive covenant if applicable, for sanitary control zone around well . (See instructions).

SECTION THREE – APPLICATION:

Building Permit Applicant's Name: EXELSIOR PROPERTIES
Current Mailing Address: P.O. Box 1432
City LEWISTON State ID Zip 83501 Phone (360)·661·5234 or _____
Tax Parcel Number (proposed home): 390806 510510 0000 Well Tag Number AHG029
Address (Proposed Home): 12251 Mt. Baker Hwy Glacier

- Is the well located on a different lot? If yes, Tax Parcel Number: NO
- Was this lot created by a subdivison? If yes, Subdivison Name: N/A Lot _____ Blk _____

I certify that the attached water sample analyses and water yield results were obtained from the proposed source.
Signature Neil Latta Print Name NEIL LATTA Date 7/24/03

APPROVAL:

Confined: ☑ Yes ☐ No ☐ Unknown One of the 2 Water Storage options presented can be used.
Sanitary Control Area Radius: ☑ 50′ ☐ 100′
☒ Approved ☐ Denied Date 9-29-03
by: Lee Phipps
Whatcom County Environmental Health Services

See attached information on:
☑ Arsenic ☐ EDB/1,2-DCP ☑ Fluoride Barium
☐ Nitrate ☑ Sodium/Chloride ☑ Other Lead

☐ Mail to: _____

815-2274 JASON

Approval Expires: 4-4-03

☐ Call when ready: ~~312-1967 - Neil~~

BOTTLE NUMBER 02150

STATE OF WASHINGTON DEPARTMENT OF HEALTH

WATER BACTERIOLOGICAL ANALYSIS

SAMPLE COLLECTION: READ INSTRUCTIONS

EDGE ANALYTICAL

DATE COLLECTED MONTH DAY YEAR	TIME COLLECTED	COUNTY NAME
5/14/03	11:30 ☐ AM ☐ PM	Whatcom

TYPE OF SYSTEM: ☐ PUBLIC ☒ INDIVIDUAL

PUBLIC SYSTEM ID#:

CIRCLE GROUP: A B

NAME OF SYSTEM: ARCH FORD

SPECIFIC LOCATION WHERE SAMPLE COLLECTED: Well Head

TELEPHONE NO. DAY / EVENING

SAMPLE COLLECTED BY: (Name) Scott

SOURCE TYPE: ☐ GROUND WATER UNDER SURFACE INFLUENCE ☐ SURFACE ☒ WELL or WELL FIELD ☐ SPRING ☐ PURCHASED or INTERTIE ☐ COMBINATION or OTHER

SEND REPORT TO: (Print Full Name, Address and Zip Code)

Name Dahlman Tump

Address PO Box 422

City Burlington State WA Zip 98233

TYPE OF SAMPLE (check only one in this column)

☐ ROUTINE DRINKING WATER check treatment ------> ☐ Chlorinated (Residual: ____ Total ____ Free) ☐ Filtered ☐ Untreated or Other

☐ REPEAT SAMPLE Previous coliform presence Lab # Date

☐ RAW SOURCE WATER Source # S

☐ NEW CONSTRUCTION or REPAIRS

☐ OTHER (Specify)

☐ Total Coliform ☐ Fecal Coliform

REMARKS OR FAX: 360 757-7353

UDDER HEALTH SYSTEMS, Inc.
6401 OLD GUIDE ROAD
BELLINGHAM WA 98226
360-398-1360 FAX 360-398-7617

(LAB USE ONLY) DRINKING WATER RESULTS

TOTAL COLIFORM ____ / 100 ml E. COLI ____ / 100 ml

FECAL COLIFORM ____ / 100 ml PLATE COUNT ____ / ml

ANOTHER SAMPLE REQUIRED

SAMPLE NOT TESTED BECAUSE: ☐ Sample too old ☐ Wrong container ☐ Incomplete form ☐

TEST UNSUITABLE BECAUSE: ☐ Confluent growth ☐ TNTC ☐ Turbid culture ☐ Excess debris

☐ Unsatisfactory: Coliforms present — Repeat Samples Required: ☐ Ecoli Present: ☐ Ecoli Absent: ☐ Fecal Present: ☐ Fecal Absent:

☒ Satisfactory Coliform absent

RECEIVED: *Lab No* 5897563 *LabDate:* 5/15/2003 *LabTime* 13:57

LabAnalyst KO 4 02408 *ReportDate* 5/16/2003

☐ PHONED
☒ FAXED
☒ SENT

460

WATER BACTERIOLOGICAL ANALYSIS
The Following are Explanations of Possible Results

This water sample was examined for the presence of coliform organisms which indicate the bacteriological quality of the water. Th presence of coliform organisms serve as an indicator of the possible presence of other disease causing organisms in the water.
The test will detect coliform organisms at a density of 1 organism per 100 ml of water tested. There are three possible results.
From the outcome of the report on the left, choose the result that exactly matches one of the following possible results for the explanation of your test:

1. SATISFACTORY

☐ UNSATISFACTORY, Coliforms present — REPEAT ☐ E. Coli present ☐ E. Coli absent — SAMPLES REQUIRED ☐ Fecal present ☐ Fecal absent

☒ SATISFACTORY Coliforms absent

EXAMPLE

There were no coliform organisms found in this sample. Proper system maintenance and annual bacteriological monitoring should be continued to insure water safety.

2. COLIFORM PRESENT - WARNING

☒ UNSATISFACTORY, Coliforms present — REPEAT ☐ E. Coli present ☒ E. Coli absent — SAMPLES REQUIRED ☐ Fecal present ☒ Fecal absent

☐ SATISFACTORY Coliforms absent

EXAMPLE

Any coliform presence in a water test is unsatisfactory.

3. ECOLI PRESENT - UNSAFE

☒ UNSATISFACTORY, Coliforms present — REPEAT ☒ E. Coli present ☐ E. Coli absent — SAMPLES REQUIRED ☐ Fecal present ☒ Fecal absent

☐ SATISFACTORY Coliforms absent

EXAMPLE

E.Coli Present or Fecal Present means that the water sample shows contact with dangerous intestinal bacteria. ***Do not drink this water***.

The presence of coliforms indicate the system is not properly protected against contamination and may be unsafe for human consumption. Unsatisfactory samples should be investigated and correction procedures taken immediately. A repeat sample should be submitted after correction of the problem.

You should physically exam your well casing for cracks or seal problems that can allow contamination by dirt, insects or surface water. To chlorinate your system, pour chlorine directly into your well casing, circulate chlorinated water up into the house until you smell chlorine at each tap. Let chlorined water sit at least overnight. Run water until you no longer smell chlorine, before you resample.

Contact your local Health Department, Udder Health Systems Laboratory, or a water systems professional for assistance in determining the source of contamination and corrective procedures.

This test determines the presence or absence of coliform organisms and addresses only the bacteriological quality of this drinking water sample. There are other substances that can cause the water to be unsafe for human consumption. Additional organic and inorganic tests are needed to determine the chemical suitability of the water.

FOR ADDITIONAL INFORMATION
Contact your local Health Department or
Udder Health Systems Laboratory 360-398-1360

EDGE ANALYTICAL
11525 Knudson Rd.
Burlington, WA 98233
(800) 755-9295
(360) 757-1400 - FAX (360) 757-1402

Data Report

Client Name: Dahlman Pump
P.O. Box 422
Burlington, WA 98233

Reference Number: 03-1737
Report Date: 4/4/2003
Supervisor:

Lab Number: 3229
Sample Description: AHG029 - well water

Project: Arch Ford
Date Sampled: 3/27/2003
Date Received: 3/27/2003

WSDOH Number	Analyte	Result	MCL	Pass	SRL	Units
5	BARIUM	0.170	2	Pass	0.100	mg/L
6	CADMIUM	ND	0.005	Pass	0.002	mg/L
7	CHROMIUM	ND	0.1	Pass	0.010	mg/L
9	LEAD	0.006	0.015	Pass	0.002	mg/L
11	MERCURY	ND	0.002	Pass	0.0005	mg/L
12	SELENIUM	ND	0.05	Pass	0.005	mg/L
13	SILVER	ND	0.05	Pass	0.010	mg/L
14	SODIUM	310			1.0	mg/L
19	FLUORIDE	4.23	4	Fail	0.10	mg/L
20	NITRATE-N	ND	10	Pass	0.10	mg/L
21	CHLORIDE	25	250	Pass	20	mg/L

Notation:

MCL = Maximum Contaminant Level, maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.

SRL = State Reporting Limit (WSDOH required detection limit).

ND = Not detected above the listed specified reporting limit (SRL).

FORM: IOC_NEW

EDGE ANALYTICAL
11525 Knudson Rd.
Burlington, WA 98233
(800) 755-9295
(360) 757-1400 - FAX (360) 757-1402

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: Dahlman Pump
P.O. Box 422
Burlington, WA 98233

Reference Number: 03-1737

Project: Arch Ford
Field ID: AHG029
Sample Description: well water
Sampled By:
Sample Date: 3/27/2003
Source Type:

Lab Number: 04603229
Report Date: 4/4/2003
Date Received: 3/27/2003

Supervisor:

CAS	ANALYTES	RESULTS	UNITS	PQL	MDL	MCL	Analyst	METHOD	COMMENT
7440-38-2	ARSENIC	**0.003**	mg/L	0.002	0.00003	0.01	mvp	200.8	

NOTES:

SRL (State Reporting Level): indicates the minimum reporting level required by the Washington Department of Health (DOH).

MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.

Trigger Level: DOH Drinking Water Response level. Systems with compounds detected in excess of this level are required to take additional samples. Contact your regional DOH office.

ND (Not Detected): indicates that the compound was not detected above the State Reporting Limit (SRL).

NA (Not Analyzed): indicates that this compound was not analyzed.

Comments:

FORM: IOC_GEN

EDGE ANALYTICAL
11525 Knudson Rd.
Burlington, WA 98233
(800) 755-9295
(360) 757-1400 - FAX (360) 757-1402

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: Dahlman Pump
P.O. Box 422
Burlington, WA 98233

Reference Number: 03-4098
Project: Arch Ford AHG029

System Name:
System ID Number:
DOH Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: B
Sample Location:
County:

Sample Number: AHG029
Lab Number: 04607625
Collect Date: 7/15/2003
Date Received: 7/15/2003
Report Date: 7/17/2003

Supervisor:

DOH#	ANALYTES	RESULTS	UNITS	SRL	Trigger	MCL	Analyst	METHOD	COMMENT
	EPA Regulated								
19	FLUORIDE	3.5	mg/L	0.10		4	mvp	300.0	

NOTES:

SRL (State Reporting Level): Indicates the minimum reporting level required by the Washington Department of Health (DOH).

MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg blank MCL value indicates a level is not currently established.

Trigger Level: DOH Drinking Water Response level. Systems with compounds detected in excess of this level are required to take additional samples. Contact your regional DOH office.

ND (Not Detected): Indicates that the compound was not detected above the Specified Reporting Limit (SRL).

NA (Not Analyzed): Indicates that this compound was not analyzed.

Comments:

FORM: IOC_ST

Please print, sign and return to the Department of Ecology

Water Well Report

Original & 1st copy – Ecology, 2nd copy – owner 3rd copy – driller

Construction/Decommission

☑ Construction
☐ Decommission *ORIGINAL INSTALLATION Notice of Intent Number* W 166091

Current
Notice of Intent No. W 166091
Unique Ecology Well ID Tag No. AHG 029
Water Right Permit No. _____
Property Owner Name Arch Ford
Well Street Address 7 mi east of Glacier
City _____ County Whatcom
Location SW 1/4-1/4 SE 1/4 Sec 31 Twn 40 R 8 EWM or WWM ☑ circle one
Lat/Long (s, t, r Still **REQUIRED**) Lat Deg _____ Lat Min/Sec _____ Long Deg _____ Long Min/Sec _____
Tax Parcel No. 390806 510510

PROPOSED USE: ☑ Domestic ☐ Industrial ☐ Municipal ☐ DeWater ☐ Irrigation ☐ Test Well ☐ Other _____

TYPE OF WORK: Owner's number of well (if more than one) _____
☐ New well ☐ Reconditioned ☐ Deepened
Method: ☐ Dug ☐ Bored ☐ Driven ☐ Cable ☑ Rotary ☐ Jetted

DIMENSIONS: Diameter of well 6 inches, drilled 266 ft.
Depth of completed well 263 ft.

CONSTRUCTION DETAILS
Casing installed: ☑ Welded 6 " Diam. from 0 ft. to 88 ft.
☑ Liner installed 4 1/2 " Diam. from 23 ft. to 263 ft.
☐ Threaded _____ " Diam. from _____ ft. to _____ ft.

Perforations: ☑ Yes ☐ No
Type of perforator used skill saw
SIZE of perfs 1/8 in. by 4 in. and no. of perfs 36 from 143 ft. to 263 ft.

Screens: ☐ Yes ☑ No ☐ K-Pac Location _____
Manufacturer's Name _____
Type _____ Model No. _____
Diam. _____ Slot size _____ from _____ ft. to _____ ft.
Diam. _____ Slot size _____ from _____ ft. to _____ ft.

Gravel/Filter packed: ☐ Yes ☑ No ☐ Size of gravel/sand _____
Materials paced from _____ ft. to _____ ft.

Surface Seal: ☑ Yes ☐ No To what depth? 18 ft
Material used in seal bentonite
Did any strata contain unusuable water? ☐ Yes ☑ No
Type of water? _____ Depth of strata _____
Method of sealing strata off _____

PUMP: Manufacturer's Name _____
Type: _____ H.P. _____

WATER LEVELS: Land-surface elevation above mean sea level _____ ft
Static level 70 ft. below top of well Date 3/27/03
Artesian pressure _____ lbs. per square inch Date _____
Artesian water is controlled by _____ (Cap, valve, etc.)

WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? ☐ Yes ☐ No If yes, by whom? _____
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.
Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level

Date of test _____
Bailer test _____ gal./min. with _____ ft. drawdown after _____ hrs
Airtest 3 gal./min. with stem set a 266 ft. for 1 hrs
Atesian flow _____ g.p.m. Date _____
Temperature of water _____ Was a chemical analysis made? ☐ Yes ☐ No

CONSTRUCTION OR DECOMISSION PROCEDURE

Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information indicate all water encountered. (USE ADDITIONAL SHEETS IF NECESSARY.)

MATERIAL	FROM	TO
Brown clay	0	4
Brown clay sand & gravel	4	6
Granite boulder	6	10
Cobbles brown clay & gravel	10	22
Broken granite gravel cobbles & gray silt	22	71
Gray clay & black basalt	71	80
Black basalt w/layers of quartz & coal	80	205
Hard gray basalt	205	215
Soft black basalt w/some quartz	215	266
Water @210'		

Start Date 3/24/03 Completed Date 3/26/03

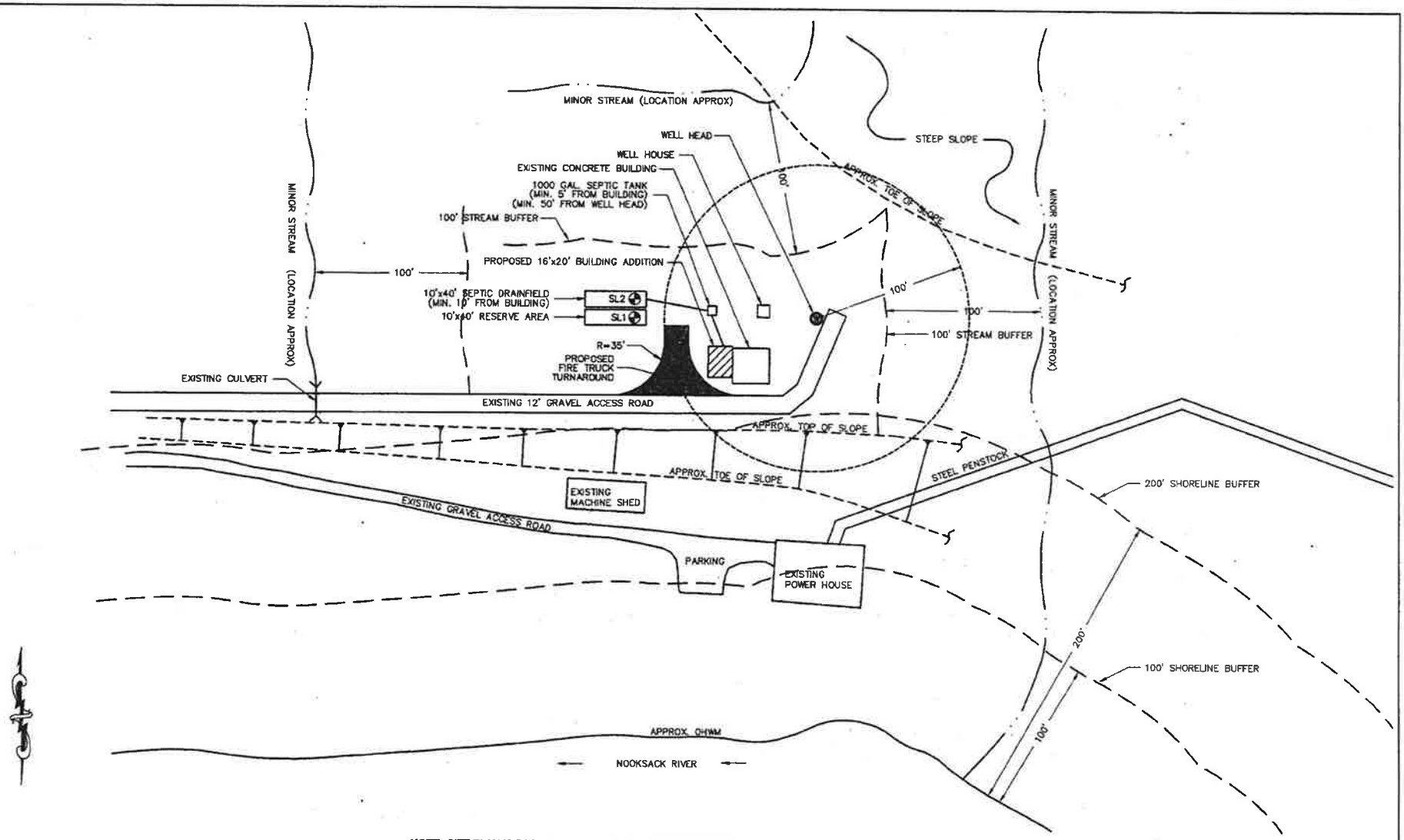
WELL CONSTRUCTION CERTIFICATION: I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

Driller/Engineer/Trainee Name (Print) Ralph Riggles
Driller/Engineer/Trainee Signature Ralph W. Riggles
Driller or trainee License No. 2043

If TRAINEE,
Diller's Licensed No. _____
Diller's Signature _____

Drilling Company Dahlman Pump & Well Drilling, Inc.
Address P. O. Box 422 800 277-4898
City, State, Zip Burlington, WA 98233
Contractor's Registration No. DAHLMPW123LC Date 3/28/03

Ecology is an Equal Opportunity Employer. ECY 050-1-20 (Rev 2/03)



NOTE: SITE PLAN IS BASED ON PUGET POWER DRAWING IN FEDERAL ENERGY REGULATORY COMMISSION PROJECT APPLICATION 3721. AND ON FIELD MEASUREMENTS TAKEN ON 04/02/03. DRAWING ALSO BASED ON APPROVED ON-SITE SEWAGE SYSTEM DESIGN - PERMIT NUMBER 03-000397.

GRAPHIC SCALE
60 0 60 120
1 INCH = 60 FEET

BEK ENGINEERING & CONSULTING INC.
CIVIL GEOTECHNICAL ENVIRONMENTAL
1350 Slater Road, Suite 6
Ferndale, WA 98248
Ph: (360) 312-1997
Ph: (800) 858-5597
Fax: (360) 383-0627

JOB NO.: 203032	TAX PARCEL # 390806 510510 0000
DESIGNED BY / DRAWN BY: ERD	DRAWING 1 OF 4
CHECKED BY: LSH	SITE PLAN
DRAWING FILE: 203032-DRAWING SET	ARCH FORD RESIDENCE
DATE: JULY 2003	SCALE: H: 1"=60' V: N/A

ORIGINAL
REDUCED TO SIZE

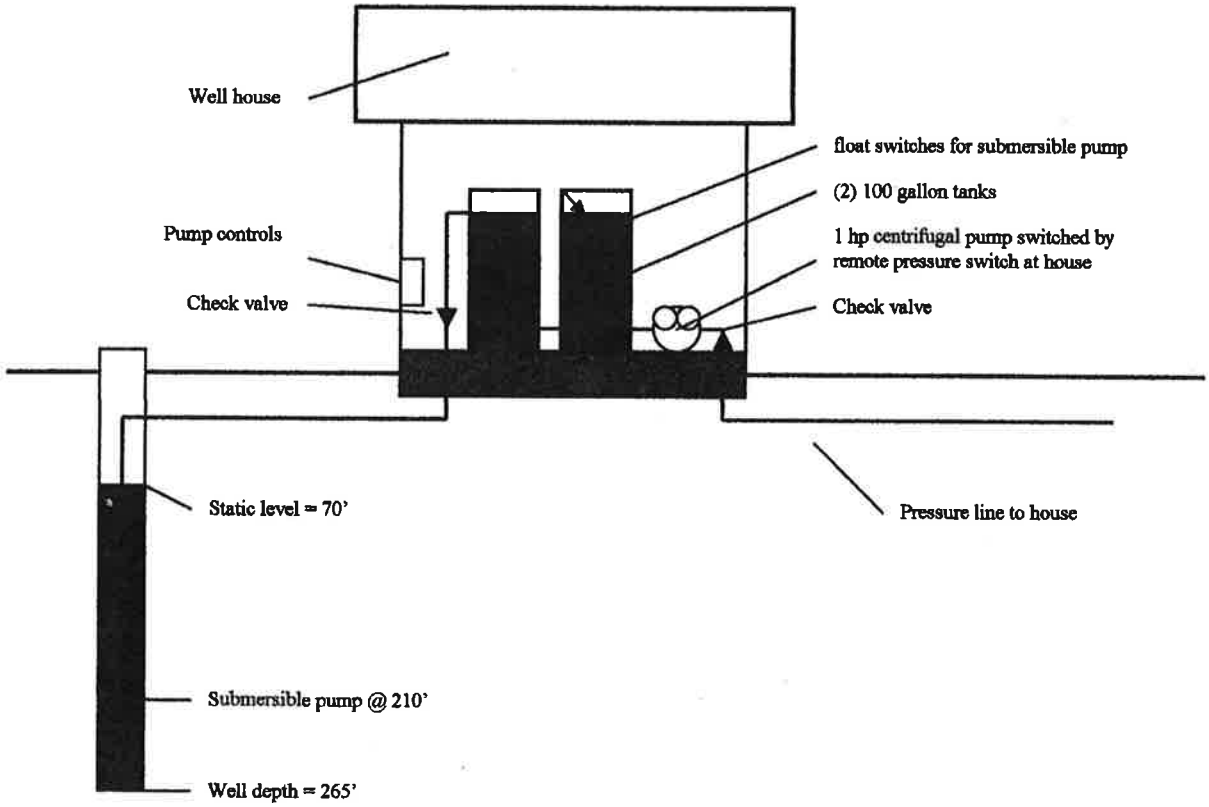
Water Well Reservoir Schematic for Arch Ford Residence

12251 Mt. Baker Highway, Glacier, WA 98244
(Tax Parcel # 390806 510510 0000)

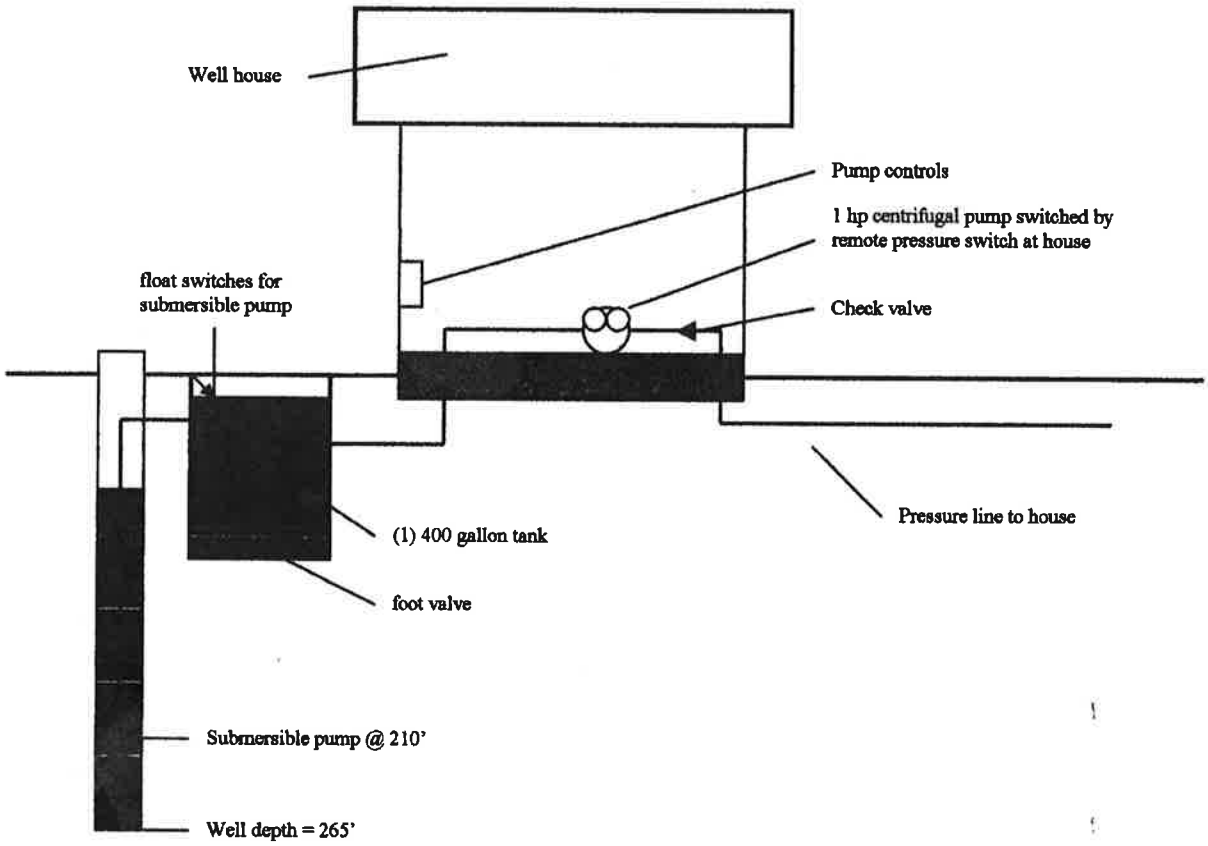
The new well, drilled by Dahlman Pump & Well Drilling in March of 2003, is 265 feet deep, has a static level of 70 feet, and has a submersible pump hung on 210 feet of 1" galvanized pipe. An air test performed by Dahlman shows 3 gpm of production. Usable storage for 210 gallons, based on 140 feet of water above the pump and 1.5 gallons per foot of casing. A new 10 x 10 foot well house has been constructed adjacent to the well head and contains the controls for the submersible pump and the utility intertie, meter and circuit breaker.

Pursuant to Whatcom County regulations, a single family water well that produces less than 4 gpm must have an additional 400 gallon storage reservoir. Therefore, since this well produces 3 gpm and not 4 gpm, a storage reservoir must be provided. The following diagrams depict two alternative designs for the storage at this site.

Alternative A – This alternative makes use of the usable storage in the well, which is a significant 210 gallons due to the depth of the pump. The total storage is 410 gallons (plus the bladder tank in the house), and all connections and tankage are located inside a dry, insulated building. This alternative is most desirable as it makes good use of the building and storage in the well, does not allow possibility of surface water intrusion into the reservoir, provides positive priming of the centrifugal pump, and allows easy visual inspection of all the system components.



Alternative B – This alternative is less desirable, but follows the guidelines in a more literal way. Alternative B utilizes a 400 gallon tank buried adjacent to the well house, giving a total capacity 610 gallons, plus the bladder tank in the house. This alternative is less desirable as it does not make good use of the building or credit storage in the well, has greater exposure to surface water intrusion and freezing in the reservoir, and does not allow easy visual inspection of all the system components.



WHATCOM COUNTY
Planning & Development Services
5280 Northwest Rd., Suite B
Bellingham, WA 98226
360-778-5900

CUSTOMER RECEIPT

Receipt: 5201000000000026043
Payor: JACK BLOSS
Date: 12/31/2019

Description	Amount
PLN2020-00004	
Docketing App. Fee #8438	**405.00**
3% Tech Fee #2843	**12.15**
Total:	**$ 417.15**
Check # CREDIT **Paid**	**$ 417.15**

JACK BLOSS
Confirm Date: 12/31/2019
Confirm No: 68996979

Thank you!

Updated 4.10.17

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-259

File ID:	AB2020-259	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/18/2020	**Entered by:**	CHalka@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Resolution		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: chalka@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution amending the Homeless Strategies Workgroup to establish two-year terms for Council-appointed members

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution amending the Homeless Strategies Workgroup to establish two-year terms for Council-appointed members and other elements

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Resolution

PROPOSED BY: BUCHANAN
INTRODUCTION DATE: JULY 7, 2020

RESOLUTION NO. _____

AMENDING THE HOMELESS STRATEGIES WORKGROUP TO ESTABLISH TWO-YEAR TERMS FOR COUNCIL-APPOINTED MEMBERS

WHEREAS, the Whatcom County Council approved Resolution 2017-055, Establishing a Homeless Strategies Workgroup, on October 24, 2017; and

WHEREAS, the Whatcom County Council approved Resolution 2019-034, amending the membership and purpose of the Homeless Strategies Workgroup, on July 23, 2019; and

WHEREAS, the membership included one Council-appointed member representing a Homeless Advocate; and

WHEREAS, on Feb. 14, 2020, Workgroup members approved expanding membership; and

WHEREAS, on Feb. 25, 2020, Council approved Resolution 2020-010 amending the membership to include three additional Council-appointed members: one (1) member representing special populations related to domestic violence, behavioral health, and/or elder care and medically fragile; one (1) member representing homeless children and families; and one (1) member representing schools; and

WHEREAS, the original resolutions establishing the workgroup did not establish terms for Council-appointed member positions; and

WHEREAS, the 2019 Homeless Advocate position term ends in July 2020.

NOW, THEREFORE, BE IT RESOLVED that 2020 appointee terms will expire on December 31, 2021.

BE IT FURTHER RESOLVED that all appointee terms thereafter shall be for two years.

BE IT FURTHER RESOLVED that to qualify for appointment by the Council to fill a vacancy on the workgroup, a person shall be a registered voter and qualify as a representative of the specific member position.

BE IT FINALLY RESOLVED that the workgroup may adopt its own rules and procedures to conduct business.

APPROVED this _____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown Davis, Clerk of the Council

_____
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Karen Frakes
Civil Deputy Prosecutor

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-138

File ID:	AB2020-138	**Version:**	1	**Status:**	Introduced
File Created:	03/10/2020	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Appointment to the Homeless Strategies Workgroup, Homeless Children and Families position, applicant(s): Joel Kennedy and Emily O'Connor

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HOMELESS STRATEGIES WORKGROUP
1 Homeless children and families vacancy.

The purpose of the workgroup is to identify additional winter shelters and added capacity at year-round shelters, additional opportunities to address the needs of the County's homeless population, and strategies to prevent people from having no other option than to sleep outside. All appointees must live in and be registered to vote in Whatcom County. The Workgroup generally meetings twice a month or as needed. 2-year term.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/16/2020	Council	INTRODUCED	Council

Attachments: Kennedy application, OConner application

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, March 09, 2020 8:48:20 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	Mr.
First Name	Joel
Last Name	Kennedy
Today's Date	3/9/2020
Street Address	1708 Harris Ave
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	PO Box 2114, Ferndale WA 98248
Primary Telephone	(360) 685-3280
Secondary Telephone	*Field not completed.*
Email Address	joel@kennedy.productions

Step 2

1. Name of Board or Committee	Homeless Strategies Workgroup
Homeless Strategies Workgroup Positions:	Homeless children and families
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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?	No
You may attach a resume or detailed summary of experience, qualifications, &	*Field not completed.*

interest in response to the following questions	
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Self-employed Technology Consultant and Video Producer BA - General Studies / Business / Drama - Trinity Bible College - 1996 BTC Residential Home Inspection Certification Class - 2019
10. Please describe why you're interested in serving on this board or commission	As a father of 8 who has dealt with homelessness on-and-off for the past 10+ years, across three NW WA counties, I believe I am uniquely qualified to help shed perspective and insight on the current housing crisis in Whatcom County, especially as it affects families. My wife and I are college-educated, industrious people, who never shy away from a challenge and try to make the best of a bad situation while seeking to get the most out of life. We built a successful tech-support business on Sound Whidbey, in an economy that never quite recovered from the last recession, but had to shut down that business when we couldn't find affordable housing for our family in the area. After moving up to Whatcom County, our rent was quickly raised from barely affordable to unaffordable in just a few months, and we were forced to move again. With no other options for a family our size, we bounced around from friends' houses to hotels, tents and vehicles for several months until emergency family housing became available last November. We know first-hand what it's like taking care of a family in survival mode while trying to keep spirits up and work toward a better future. I would like the opportunity to help this workgroup accomplish its goals and pave the way to a better future for families and individuals in Whatcom County who are struggling to keep food on the table and a roof over their heads.
References (please include daytime telephone number):	Barry Buchanan (360.778.5010) Kevin Allen-Schmid (406.858.0142) Heather Lindsay (360.312.3882)
Signature of applicant:	Joel D. Kennedy
Place Signed / Submitted	Bellingham, WA
	(Section Break)

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, June 12, 2020 8:04:20 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	*Field not completed.*
First Name	Emily
Last Name	O'Connor
Today's Date	6/11/2020
Street Address	1425 Austin St
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	3602017796
Secondary Telephone	*Field not completed.*
Email Address	eoconnor@lydiaplace.org

Step 2

1. Name of Board or	Homeless Strategies Workgroup

Committee	
Homeless Strategies Workgroup Positions:	Homeless children and families
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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
If yes, please explain	I am the Executive Director of Lydia Place, a nonprofit contracted by Whatcom County to provide homeless housing services.
You may attach a resume or detailed summary of experience,	*Field not completed.*

qualifications, & interest in response to the following questions	
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have been serving as Executive Director of Lydia Place for the past 8 years. Lydia Place's primary focus is on eliminating homelessness for families with children and addressing the systemic issues that contribute to our high rates of homelessness. I serve on the Whatcom County Housing Advisory Committee, the Steering Committee of the Whatcom Coalition to End Homelessness, the Steering Committee for the Whatcom Housing Alliance, the Healthy Whatcom task force, and the Board of Directors of Whatcom Women in Business. I also serve on the Policy, Advocacy, and Funding Task Force of Generations Forward, which took the lead in drafting the Child and Family Action Plan adopted by County Council in February of 2020. I am a 20 year resident of Whatcom County, hold a Master of Social work degree, and am a mother to three children. Professionally, I worked many years in the domestic violence and sexual assault field locally, at DVSAS, and served as executive director of Skagit DVSAS, I working as the director of a local child care facility many years ago, and worked for Whatcom County Juvenile Court in developing and implementing the Court Appointed Special Advocate (CASA) Program to support abused/neglected children in our foster care system. Lydia Place partners with OC to be the two central organizations serving families with children experiencing homelessness. We serve roughly 150 families at a time from emergency placements through permanent supportive housing. In addition, Lydia Place provides in-home parenting programs and a behavioral health program.
10. Please describe why you're interested in serving on this board or commission	I advocated for a seat on this committee focused on families with children because in attending these meetings, families with children are rarely, if ever, discussed. They may be mostly invisible, but they are a large and critically vulnerable segment of the population. Investing in the health and wellbeing of our community's children, is critical to any long-term vision of ending homelessness.
References (please include daytime telephone number):	*Field not completed.*
Signature of applicant:	Emily O'Connor
Place Signed / Submitted	Bellingham

(Section Break)

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-248

File ID:	AB2020-248	**Version:**	1	**Status:**	Introduced
File Created:	06/09/2020	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Appointment to the Noxious Weed Board, District 3, applicant(s): George Kaas

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOXIOUS WEED CONTROL BOARD

1 Vacancy, 4-year term. Must reside in Noxious Weed District 3 and have ten signatures from registered voters in that district.
District No. 3 - North Boundary is Henry, Alder Grove, and Hemmi Rds., South Boundary follows Slater and Bakerview Rds., East and West Boundaries are the same as for Whatcom County.
The Board promotes education concerning management of listed noxious weeds such as tansy ragwort, knapweed, purple loosestrife, knotweed and their impacts on natural resources. Members generally meet every other month

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/16/2020	Council	INTRODUCED	Council

Attachments: Kaas application

EXECUTIVE:
Satpal Sidhu

COUNCILMEMBERS:
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: GEORGE KAAS Date: 4/16/20

Street Address: 4176 MANACHITE RD

City: BELLINGHAM Zip Code: 98226

Mailing Address (if different from street address): _____

Day Telephone: 360 739-8914 Evening Telephone: _____ Cell Phone: (360) 739-8914

E-mail address: gkaas@comcast.net

1. Name of board or committee-**please see reverse**: NOXIOUS WEED CONTROL BOARD
2. You must specify which position you are applying for. **Please refer to vacancy list.** POSITION 3
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.**) ---------- (✓) yes ( ) no
4. Which Council district do you live in? ---------- ( ) One ( ) Two (✓) Three ( ) Four ( ) Five
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. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ---------- (✓) yes ( ) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I AM A SEMI RETIRED SCIENCE TEACHER WITH A BACKGROUND IN HORTICULTURE AND SOIL SCIENCE. I HAVE BEEN INVOLVED IN WHATCOM COUNTY

11. Please describe why you're interested in serving on this board or commission: I AM COMMITTED TO THE PROTECTION AND EDUCATION OF WHATCOM COUNTY LANDS, ENVIRONMENT AND RESIDENTS

References (please include daytime telephone number): STEVE SEYMOUR (360) 739-2490

SCOTT ELLIS (360) 201-0459

Signature of applicant: G. Kaas

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Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-249

File ID:	AB2020-249	**Version:**	1	**Status:**	Introduced
File Created:	06/09/2020	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Appointment to Drainage District 3, commissioner position 3, applicant(s): Paul Sangha

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

SPECIAL DISTRICTS: DRAINAGE
Duties include field review of drainage needs, attending an annual meeting to determine the next year's work schedule and assessment levy, elect internal officers, and review, discuss, or act on any other official and district business. (RCW 85.06 and RCW 85.38.170 and .180)

Drainage District #3
1 vacancy, Commissioner Position 3. Appointed term will expire at the special district general election of February 2022. District boundary generally encompasses the Four Mile Creek/Green Lake area, including tributary drainage to Green Lake along the Central Road and Noon Road.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/16/2020	Council	INTRODUCED	Council

Attachments: Sangha application

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, May 06, 2020 9:12:09 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	Mr.
First Name	Paul
Last Name	Sangha
Today's Date	5/6/2020
Street Address	6794 Hannegan Road
City	Everson
Zip	98247
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	3604105001
Secondary Telephone	*Field not completed.*
Email Address	Paul.s.sangha@gmail.com

Step 2

1. Name of Board or	Drainage District #3

Committee	
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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
If yes, please explain	Own and employed by Mountain View Berries in whatcom county
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Farmer, real estate investor, member of Indian Sikh community
10. Please describe why you're interested in serving on this board or commission	I want to help maintain and make sure creeks are being looked after properly and being cleaned as should be. Creek on by our property has not been worked on or repaired in many many years
References (please include daytime telephone number):	*Field not completed.*
Signature of applicant:	Paul Sangha
Place Signed / Submitted	Everson, Washington.
(Section Break)	

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Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-250

File ID:	AB2020-250	**Version:**	1	**Status:**	Introduced
File Created:	06/09/2020	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Appointment to the Homeless Strategies Workgroup, Schools position, applicant(s): Lisa Marx

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HOMELESS STRATEGIES WORKGROUP

1 Schools represenative vacancy.

The purpose of the workgroup is to identify additional winter shelters and added capacity at year-round shelters, additional opportunities to address the needs of the County's homeless population, and strategies to prevent people from having no other option than to sleep outside. All appointees must live in and be registered to vote in Whatcom County. The Workgroup generally meets twice a month or as needed. 2-year term.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/16/2020	Council	INTRODUCED	Council

Attachments: Marx Application

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, May 15, 2020 1:14:46 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	Ms.
First Name	Lisa
Last Name	Marx
Today's Date	5/15/2020
Street Address	490 S State St Apt L
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	360.303.9266
Secondary Telephone	*Field not completed.*
Email Address	lisamarx67@gmail.com

Step 2

1. Name of Board or	Homeless Strategies Workgroup

Committee	
Homeless Strategies Workgroup Positions:	Schools
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Lisa Marx Cover Letter.pdf

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have worked as outreach for apprenticeship training for 4 years. In this work I have had much experience in working with community partners, schools and much more. Please see attached cover letter
10. Please describe why you're interested in serving on this board or commission	I have always loved volunteering and being involved in my community. Please see attached cover letter.
References (please include daytime telephone number):	Tammy O'Dell: 360.770.3747 Alex Kosmides: 360.739.9103 Fred Sheppard: 360.715.9170 Ext. 1018 Annette Thompson: 361.249.6202
Signature of applicant:	Lisa Marx
Place Signed / Submitted	490 S. State st. Apt. L Bellingham, WA

(Section Break)

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Lisa Marx
490 S. State St. #L
Bellingham, WA 98225
(360) 303-9266
lisamarx67@gmail.com

May 15th, 2020

Dear Whatcom County Council Members,

I would like to submit my application for the Homeless Strategies Workgroup for schools. I believe I possess the necessary skills and experience you are seeking and would make a valuable addition to your committee.

I have lived in Bellingham, WA for over 30 years. I raised my children here and they are raising their children here. My son currently works for the Bellingham School District and I am a registered volunteer. I am also a registered voter and active volunteer in my community. Some of the organizations I have volunteered for are Lydia Place, Whatcom County Habitat for Humanity, Lighthouse Center, Bellingham Schools and Workforce Northwest.

I am currently a member of the Northwest Carpenters Union Local 70. As an active union member, I have a solid track record of integrity and productivity holding many elected positions at my Local and on committees. At Local 70 I have held the positions of Trustee, Financial Secretary/Treasurer and Delegate. Other achievements include starting and chairing our Sisters in the Brotherhood committee, starting our mentor committee and planning and organizing most of our Local 70 events. I am also an active member of the Regional Council's Finance Committee, Scaffold Caucus Chair, and worked on the Scaffold Negotiations Committee.

Since working for Northwest Carpenters Institute I have gained a lot of experience in community relations, pre apprenticeship, apprenticeship, TERO, School Boards, Career Connections curriculum, OSPI, articulation agreements, Workforce Boards, LNI Apprenticeship Training Council, community resources and more. I truly love bringing people together, building pathways, breaking barriers and inspiring others to see their possibilities. It has been rewarding and inspirational to me. I feel I could continue this work and learn more as a member of this committee.

While employed with Safway Services I was a Safety Representative as well as a Scaffold Erector. In that role I represented Safway on the Bp Cherry Point Safety Committee where I held a position on the Events Planning subcommittee. I also attended the Contractor Safety Council meetings where I

was the chair of their Training Committee. Bp also chose me to be one of their facilitators for their new BASICS safety program. I was very honored as not many contractor employees were chosen to be facilitators.

If you would like to contact some references, I have provided a list below.

I look forward to working with you all should you choose me for this Homeless Strategies Workgroup position.

I appreciate your consideration. Thank you for your valued time.

Sincerely,

Lisa Marx

References:

Tammy O'Dell reference for Lydia Place: Phone (360) 770-3747

Alex Kosmides reference for Workforce NW: Phone (360) 739-9103

Annette Thompson reference for Bellingham Schools: Phone (361) 249-6202

Fred Sheppard reference for Whatcom Habitat for Humanity: (360) 715- 9170

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-264

File ID:	AB2020-264	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/22/2020	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Executive Appointment		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: smildner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's reappointments of Jodi Sipes and Jana Finkbonner to the Northwest Senior Services Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and applications

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo-NWRC to Exec, NWSSB apps June2020

NWRC
NORTHWEST
REGIONAL COUNCIL

To: Satpal Sidhu, Whatcom County Executive

From: Dan Murphy, Executive Director

Re: Northwest Senior Services Board

Date: June 2, 2020

Background
Currently, Whatcom County has no vacant slots on the Northwest Senior Services Board (NWSSB), however two members have terms set to expire on June 30, 2020.

Recommendations
On June 30, 2020 the terms for Jana Finkbonner and Jodi Sipes are set to expire. Each of these individuals have not only provided exemplary service to the NWSSB, but they have each expressed an interest in remaining active on our advisory council. NWSSB members would welcome their continued participation and reappointment.

If approved by Whatcom County, these appointments will run through June 30, 2023.

If I can provide you any additional information, please do not hesitate to contact me.

JACK LOUWS
County Executive

COUNCILMEMBERS:
Barbara E. Brenner
Rud Browne
Barry Buchanan
Todd Donovan
Ken Mann
Satpal Sidhu
Carl Weimer

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jodi Sipes Date: 5/28/17

Street Address: 8471 Fir Way

City: Blaine Zip Code: 98230

Mailing Address (if different from street address):

Day Telephone: cell Evening Telephone: cell Cell Phone: 360-739-3559

E-mail address: jodi.sipes@comcast.net

1. Name of board or committee-**please see reverse**: NW Senior Services
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? ( ) One ( ) Two ( ) Three ( ) Four (X) Five
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? ( ) yes (X) no

   If yes, please explain:
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education. Detailed information provided previously. I am currently self-employed & provide helpful services to individuals in the Birch Bay & Blaine communities. Clients include seniors & those with disability
11. Please describe why you're interested in serving on this board or commission: I am passionate about making sure services and help are available to those in need, as well as creating opportunities for personal growth & physical health.

References (please include daytime telephone number): Ellie Barebrake 360-815-3920
Lisa Kertson 206-499-9023
Dona Lavonne Smith 360-306-8017

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.

JACK LOUWS
County Executive

COUNCILMEMBERS:
Barbara E. Brenner
Rud Browne
Barry Buchanan
Todd Donovan
Ken Mann
Satpal Sidhu
Carl Weimer

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jana Finkbonner Date: 5/26/17

Street Address: 1109 Fruitland Drive

City: Bellingham Zip Code: 98226

Mailing Address (if different from street address):

Day Telephone: 360-671-7626 Evening Telephone: Cell Phone: 360-303-0639

E-mail address: ihappy315@hotmail.com

1. Name of board or committee-**please see reverse**: Northwest Senior Services Board

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? ( ) One (X) Two ( ) Three ( ) Four ( ) Five

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: 2011 - Present

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 (X) no

   If yes, please explain:

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I am the Director for the North Intertribal Vocational Rehabilitation Program, I oversee fiscal & grant management & other administrative duties. I also have experience on other State, Tribal, and education Boards

11. Please describe why you're interested in serving on this board or commission: I am currently a member of the NW Senior Services Board. I have been serving since 2011. I would like to continue with the Board and bringing the disability and Native American voice to the Board.

References (please include daytime telephone number): Julie Jefferson 360-312-207[illegible]

Robin Giddings 360-391-1694

Signature of applicant: Jana Finkbonner

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Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-265

File ID:	AB2020-265	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/22/2020	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Executive Appointment		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: smildner@co.whatcom.wa.us <mailto:smildner@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request confirmation of County Executive's appointment of Nicholas Evans and Mullane Harrington to the Behavioral Health Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and applications

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: BHAC nominations-042920, Evans app-BHAC, Harrington app-BHAC

WHATCOM COUNTY
Health Department

Regina A. Delahunt, Director
Greg Stern, M.D., Health Officer

Memorandum

TO: **EXECUTIVE SATPAL SIDHU**

FROM: Jackie Mitchell

DATE: April 29, 2020

RE: **Nominations to the Behavioral Health Advisory Committee (BHAC)**

I am pleased to forward nominations for Nicholas Evans and Mullane Harrington to participate on the Behavioral Health Advisory Committee (BHAC). Nick Evans will take the positon vacated by Josh Peterson as a Substance Use Disorder Advocate, and Mullane Harrington will fill the position vacated by Chris Phillips as the representative of PeaceHealth, St. Joseph Medical Center.

Nick works for Lighthouse Mission Ministries and brings both professional and "lived" experience as a community advocate. Mullane is a registered nurse and an educator with a background in behavioral health psychiatric treatment. Both of these candidates will fill roles currently unfilled by other members to greatly augment community representation on the Committee.

Thank you for considering these two nominations for appointment on the BHAC.

Jaculine J. Mitchell

Respectfully submitted,

Jaculine J Mitchell, LMHC, MA, SUDP
Behavioral Health Program Specialist

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
WhatcomCountyHealth
WhatcomCoHealth

Whatcom County HEALTH Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	Mr.
First Name	Nicholas
Last Name	Evans
Today's Date	12/7/2019
Street Address	2718 McLeod Rd
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	2069209738
Secondary Telephone	*Field not completed.*
Email Address	evans961@gmail.com
1. Name of Board or Committee	**Behavioral Health Advisory Committee**
Behavioral Health Advisory Committee Position:	Substance Use Disorder Recovery Advocate
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2

4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Current Recovery Services Manager at Lightouse Mission Ministries, BS in counseling with emphasis on substance use disorders, Grand Canyon University.
10. Please describe why you're interested in serving on this board or commission	As a recovered alcoholic and someone who helps homeless individuals find recovery, I am passionate about getting help and services to those who struggle with substance use disorders. I know personally that recovery is possible and I want to help those that want help.
References (please include daytime telephone number):	Hans Erchinger-Davis (360) 920-2512 Eric Olsen (360) 510-7941 Bridgett Reeves (360) 820-4710
Signature of applicant:	Nicholas J Evans
Place Signed / Submitted	Bellingham, WA

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	Ms.
First Name	Mullane
Last Name	Harrington
Today's Date	4/27/2020
Street Address	5104 Graveline
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	3603199853
Secondary Telephone	*Field not completed.*
Email Address	muhwane@hotmail.com
1. Name of Board or Committee	**Behavioral Health Advisory Committee**
Behavioral Health Advisory Committee Position:	Behavioral Health Professional
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2

4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	CV for Presentations MHarrington.docx - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Interim Manager for inpatient psychiatric unit at St. Joe's
10. Please describe why you're interested in serving on this board or commission	To represent the most vulnerable and marginalized members of my community.
References (please include daytime telephone number):	Rachel Lucy 360-734-5400
Signature of applicant:	Mullane Harrington
Place Signed / Submitted	Bellingham, WA

Mullane Harrington RN-BC, BSN, MPH

Curriculum Vitae

Professional Skills

Teamwork

Leadership

Verbal and Written Communication Skills

High Achiever

Critical Thinking

Initiative

Adaptability

Personal Summary

A dynamic, registered nurse certified in psychiatric and mental health nursing with a strong record of achievement combining skills in diverse areas of health care delivery and education, group/staff leadership, program development and project management, building partnerships, and community relations. Solid history of self-motivated project development in care of marginalized and vulnerable populations. Highly motivated and intuitive, and invested in the promotion of intergenerational justice through equitable access to healthcare.

Education

Oregon Health and Science University
Portland, OR
January 2005-June 2006
Graduated with Masters in Public Health from the School of Nursing with a focus in Community and Public Health Nursing as well as Global Health Disparities.
Cumulative GPA: 3.92 out of 4.0

Intercollegiate Center for Nursing Education and Gonzaga University
Spokane, WA
August 1995-May 2000
Graduated with Bachelor's of Science in Nursing as the first Gonzaga student to attend the ICNE consortium.
Cumulative GPA: 3.31 out of 4.0 GPA in Major: 3.47 out of 4.0

Crisis Prevention Institute Certified Instructor
Bellingham, WA
November, 2007-current

PERSONAL SKILLS

Conflict Resolution

Creativity

Decision Making

Emotional Resilience

Flexible

Integrity

Lifelong Learner

Respectful

Organized

Confident and Friendly Personality

Professional Experience

PeaceHealth, St. Joseph's Hospital, Bellingham, WA
Registered Nurse
July 2004-present

Clinical Nurse Educator with a focus on the unmet educational needs related to care of vulnerable populations across the PeaceHealth System. These include the development and delivery of courses such as Cultural Humility, ACEs and Trauma-Informed Care, Caring for Neurodivergent Patients, Managing Behaviorally Challenging Patients, and Human Trafficking. Additionally, delivery of internationally recognized courses of the Crisis Prevention Institute and its relationship to the Code Gray response. Actively partner with internal and community individuals and groups to strengthen the collective response to care of vulnerable populations, especially as they often present with difficult behaviors.

Worked on the inpatient Behavioral Health unit, caring for involuntary and voluntary psychiatric patients. Administered psychiatric medications to patients with various mental illnesses, including detox management. Monitored effects of psychiatric medications and general physical health of the patients. Worked collaboratively with a multi-disciplinary team of psychiatric health care providers. Served as a patient advocate. Encouraged adult patients to assume responsibility for their health care through illness and medication education, information about alternatives to medical therapies, and empowerment techniques.

Worked in the Specialized Emergency Care Unit to stabilize the medical and behavioral concerns, and then assisted with the discharge disposition.

Worked for 9 months as a Behavioral Health Resource Nurse in the acute care medical setting to coordinate multidisciplinary treatment plans for behavioral health patients and provided education to the staff responsible for their care.

Whatcom Community College, Bellingham, WA
Adjunct and Community Courses Instructor
September 2008-present

Developed various courses at the request of Whatcom Community College related to care of vulnerable populations in the healthcare care setting including Managing Difficult Patients, Mental Health and Substance Use Disorder, and Older Adults.

Strengths Based Leadership Profile

Learner

Connectedness

Relator

Developer

Input

Meyers-Briggs Personality Style

Introversion

Intuition

Feeling

Judging

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Catholic Community Services, Martin Center, Bellingham, WA
Registered Nurse, Team Leader
September 2000-March 2001, March 2004-July 2004

Administered psychiatric medications to 14 severely psychologically and emotionally disturbed children admitted to the residential treatment facility. Monitored effects of psychiatric medications and general physical health of the children. Worked collaboratively with a multi-disciplinary team of psychiatric health care providers to ensure the most effective therapy for the individual child. Managed teams of 5 floor staff giving direct care in the milieu. Responsible for behavior management of the children including encouraging positive attention-seeking behaviors and appropriate anger management techniques, verbal de-escalation, and restraint and seclusion.

United States Peace Corps, Ilam, Nepal
Registered Nurse, Reproductive Health Specialist
March 2001-August 2003

Conceptualized and developed a four-day reproductive health training for delivery to Nepali students in the 8th, 9th, and 10th grades and presented it to approximately 3,500 Nepali students over the course of a year and a half. Administered pre- and post-tests to track effectiveness of training. Worked with His Majesty's Government to ensure local support for the decimation of federally mandated but culturally sensitive information.

Conducted preliminary research on suicide statistics in Ilam, Nepal. Initiated mental health awareness project to educate the community about identification, care, treatment, referral system for mentally ill citizens. Designed a two-day mental illness educational training which was delivered to approximately 2,000 high school students, pharmacists, police personnel, and health care workers. Developed simple brochures about mental illness which were distributed at various farmers' markets across the district. Enlisted the aid of local volunteers for interest generation and information dissemination.

Teaching Experience

Cultural Humility (2016-present) Developed and delivered a training on Cultural Humility to New Graduate Residents that considers the Prejudice and Implicit Bias and Social Determinants of Health in relationship to the fabric of Whatcom County demographics.

Diversity and Inclusion (2017-present) Attended the initial training of the trainers for the PeaceHealth Diversity and Inclusion Criteria. Delivered the training to leaders and am scheduled to deliver it to the St. Joseph Inpatient Rehab Department in May.

CERTIFICATIONS

Registered Nurse, Washington State, Number RN00137694

Board Certified in Psychiatric and Mental Health Nursing, Certification Number 2011010838, Expires September 2021

CPR for Healthcare Providers. Expires February 2020

PERSONAL DETAILS

Mullane Harrington

5104 Graveline Road

Bellingham, WA 98226

360-319-9853

muhwane@hotmail.com

DOB 3/12/1977

ACEs and Trauma-Informed Care (2017-present) Attended a 3-day summit on Mobilizing Action for Resilient Communities and have continued to reinforce these concepts through every training I give.

Advanced Care of Cognitively Impaired Patients (2016-present) Developed and deliver affective and concrete educational strategies to care for patients with dementia. Included is the intentional use of diversional activities and introduction of music memory boxes

Commercial Sexual Exploitation of Children (2017-present) Attended training of trainers for CSEC material and deliver it in partnership with local agencies at no charge to community participants.

Crisis Prevention Institute (2007-present) Lead Instructor. Monthly training to new and existing employees of St. Joseph Medical Center, combing the de-escalation and personal safety techniques of the Crisis Prevention Institute with institution-specific response patterns for escalating patients including the use of restraint and seclusion.

Connection before Correction: Strategies to Manage Challenging Patient Behaviors (2011-present)
Delivered in multiple forums as staff support and education. Focused on empowering health care providers in recognizing challenging behaviors and managing them professionally. An overview of Behavioral Health is discussed, considerations made to personal triggers and patterns of reacting on the part of staff will be explored, techniques for a professional approach to managing challenging behaviors are practiced, and an overview of crisis management are studied.

Professional Presentations and Lectures

The Cost of Complacency; Healthcare and Human Trafficking presentation at the 14th Annual PHSJMC Nursing Conference, Bellingham, November 1-2, 2017

Creation of a Behavioral Health Space within an Emergency Department to Decrease Restraint and Seclusion Use Poster Presentation at the Emergency Nurses' Association Annual Conference, San Antonio, TX in September 2001

Utilizing Diversional Activities to Decrease Unwanted Behaviors in Patients with Dementia Poster Presentation at the Vizient Residency Program Annual Conference as a Mentor to New Graduate Residency Group, San Diego, March 2017

You Are Safe Here

Into the chaos of the Emergency Department you come.

To me, your crisis is as important as the trauma beside you.

I see you.

Your eyes give glimpse to the inner terror you live with every day.

Malicious voices inside your head tell you that I am not to be trusted—

to protect yourself from me by whatever means necessary.

I do not fear you.

I watch you pace in your room, yelling angrily at me for holding you hostage, cursing, screaming, hitting, talking non-stop; a whirling dervish of irritability.

I do not hate you.

I look at you sitting quietly in your bed, avoiding eye contact, trying not to be noticed, telling everyone that you're OK, you don't feel like hurting yourself anymore,

and that you want to go home.

I understand you.

I see you here in the Emergency Department, intoxicated again,

your fourth visit this week. The drugs and alcohol make you labile; you've cut on yourself.

It hurts too much *not* to cut, to drink; you seek numbness and without access to oblivion, the raw reality of your life is excruciating.

I believe you.

You are safe here.

Regardless of choices you have made,

You did not choose your illness,

but I choose to be here.

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PeaceHealth St. Joseph Medical Center's Call to Action keynote speaker at the International Day of Awareness and Prayer Against Human Trafficking Awareness Day, Bellingham, February 8, 2018

Awards and Honors

2105 Spirit of Health Caregiver Award for Social Justice, PeaceHealth, September 2015

Related Nursing Experience

Workplace Violence Reduction Committee at St. Joseph Medical Center

2009-present

Review WPV, restraint and seclusion data to identify trends, consider alternatives, and implement changes. Coordinate with regulatory agencies including the WADOH and DNV to ensure alignment with best practice. Review policy and procedure and update as required, including practice and documentation.

Internship experience at Whatcom County Health Department

MPH Graduate Student

June-September 2005

Worked collaboratively to develop written disaster preparedness plan targeting both current mental health consumers as well as individuals who develop mental illness as a result of a disaster. Participated in meetings at the state level with multidisciplinary representatives to ensure a cooperative and cohesive plan. Attended local and regional trainings designed for staff development.

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-266

File ID:	AB2020-266	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/22/2020	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Executive Appointment		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: smildner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request confirmation of County Executive's appointment of Peter Coy to the Parks and Recreation Commission

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Parks applicant Coy.pdf

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	*Field not completed.*
First Name	Peter
Last Name	Coy
Today's Date	6/15/2020
Street Address	138 Northshore Drive
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	3607394100
Secondary Telephone	*Field not completed.*
Email Address	Petecoy@gmail.com
1. Name of Board or Committee	**Parks and Recreation Commission**
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Retired realtor. Former chair of the Bellingham/Whatcom Chamber of Commerce, former president and race director for Ski to Sea, former chair of the Community Development committee for the City of Bellinghan, member of Whatcom County Parks & Recreation Foundation and many other civic groups and committees.
10. Please describe why you're interested in serving on this board or commission	I want to keep the quality of Whatcom County parks high and lobby to increase the funding for more employees to maintain the parks and money to develop land already owned and planned for future parks.
References (please include daytime telephone number):	Daniel Tepper (360) 920-0658 Dave Courtney (360) 510-7997 Dave Schwab (360) 305-0207
Signature of applicant:	Peter Coy
Place Signed / Submitted	Bellingham, WA

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-272

File ID:	AB2020-272	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/24/2020	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Executive Appointment		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: smildner@co.whatcom.wa.us <mailto:smildner@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request confirmation of County Executive's appointment of Emily O'Connor and Krista Touros to the Commission on Sexual and Domestic Violence

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached correspondence and applications

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: OConnor app CSDV May2020, Touros app CSDV June2020

Community Members:

Alan Artman,
Faithlife Corp.

Riannon Bardsley,
WA State Department of Commerce

Beth Boyd,
PeaceHealth Medical Center

Christina Kobdish,
Unity Care Northwest

Ken Levinson,
Nooksack Tribe

Byron Mannering,
Brigid Collins Family Support Center

Moonwater,
Whatcom Dispute Resolution Center

Katie Olvera,
CPO Counselling

Chris Roselli,
Western Washington University

Sharon Rutherford,
St. Joseph's Hospital

Garret Shelsta,
Christ the King Church-Bellingham

Mary Welch,
Northwest Justice Project

Raquel Vernola,
Whatcom Community College

Designated/Government Members:

David Doll,
Bellingham Police Department

William Elfo,
Whatcom County Sheriff's Office

Starck Follis,
Whatcom County Public Defender

Greg Hansen,
City of Ferndale

Darlene Peterson,
Bellingham Municipal Court

Linda Quinn,
Ferndale School District

Dave Reynolds,
Whatcom Co. Superior Court

Mike Riber,
DSHS Community Service Office

Eric Richey,
Whatcom County Prosecutor

Katrice Rodriguez,
Nooksack Tribe

Peter Ruffatto,
City of Bellingham

Donnell Tanksley,
Blaine Police Department

Bruce Van Glubt,
Whatcom County District Court

Staff:

Susan Marks, *Director*

Elizabeth Montoya, *Project Manager*

Nikki D'Onofrio, *Administrative Manager*

RECEIVED

JUN 2 - 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

June 2, 2020

Executive Satpal Sidhu
Whatcom County
311 Grand Avenue, Suite #108
Bellingham, WA 98225

Dear Executive Sidhu,

The DV Commission Executive Committee would like to recommend the appointment of Emily O'Connor, Executive Director of Lydia Place, for the open Whatcom County Human Service Provider position, with a partial term expiring January 31, 2022.

Emily O'Connor brings significant experience as a former Executive Director of the Skagit County DVSAS, as well as through her current role with Lydia Place. Emily is involved in related community initiatives, including the Whatcom County Housing Advisory Committee and Generations Forward. Emily's knowledge of the dynamics of sexual and domestic violence, understanding of processes needed for systemic change, and commitment to furthering equity will make her a great addition to the DV Commission.

Please reach out to me if you have any questions or comments at smarks@dvcommission.org or 360.312.5700 x 1242.

Thank you for your support,

Susan Marks
Director

Cc: Mayor Seth Fleetwood, City of Bellingham
Karen Goens, Whatcom County Human Resources

Approved
Satpal Sidhu
6/2/2020

EXECUTIVE:
Satpal Sidhu

COUNCILMEMBERS:
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Emily O'Connor Date: 5/28/20

Street Address: 1425 Austin St.

City: Bellingham Zip Code: 98229

Mailing Address (if different from street address):

Day Telephone: 360-671-7663 ext 2002 Evening Telephone: Cell Phone:

E-mail address: eoconnor@lydiaplace.org

1. Name of board or committee-**please see reverse**: Bellingham - Whatcom Co. Commission Against Sexual and Domestic Violence
2. You must specify which position you are applying for. **Please refer to vacancy list.** County - human Service Provider
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.**) (●) yes ( ) no
4. Which Council district do you live in? ( ) One ( ) Two (●) Three ( ) Four ( ) Five
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: I work for Lydia Place which holds contracts for services w/ Whatcom Co.
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (●) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    I am the Executive Director of Lydia Place which provides services to those experiencing homelessness in WC. I am the former executive Director of Skagit DVSAS and a former victim advocate w/ DVSAS of Whatcom County.
11. Please describe why you're interested in serving on this board or commission: I am committed to working on systemic issues that impact our community particularly those that impact communities of color, women and girls, and issues of poverty.

References (please include daytime telephone number):

Signature of applicant:

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Community Members:

Alan Artman,
Faithlife Corp.

Riannon Bardsley,
WA State Department of Commerce

Beth Boyd,
PeaceHealth Medical Center

Christina Kobdish,
Unity Care Northwest

Ken Levinson,
Nooksack Tribe

Byron Mannering,
Brigid Collins Family Support Center

Moonwater,
Whatcom Dispute Resolution Center

Katie Olvera,
KPO Counselling

Chris Roselli,
Western Washington University

Sharon Rutherford,
St. Joseph's Hospital

Garret Shelsta,
Christ the King Church-Bellingham

Mary Welch,
Northwest Justice Project

Raquel Vernola,
Whatcom Community College

Designated/Government Members:

David Doll,
Bellingham Police Department

William Elfo,
Whatcom County Sheriff's Office

Starck Follis,
Whatcom County Public Defender

Greg Hansen,
City of Ferndale

Darlene Peterson,
Bellingham Municipal Court

Linda Quinn,
Ferndale School District

Dave Reynolds,
Whatcom Co. Superior Court

Mike Riber,
DSHS Community Service Office

Eric Richey,
Whatcom County Prosecutor

Katrice Rodriguez,
Nooksack Tribe

Peter Ruffatto,
City of Bellingham

Donnell Tanksley,
Blaine Police Department

Bruce Van Glubt,
Whatcom County District Court

Staff:

Susan Marks, *Director*

Elizabeth Montoya, *Project Manager*

Nikki D'Onofrio, *Administrative Manager*

RECEIVED

JUN 17 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

June 17,2020

Executive Satpal Sidhu
Whatcom County
311 Grand Avenue, Suite #108
Bellingham, WA 98225

Dear Executive Sidhu,

The DV Commission Executive Committee would like to recommend the appointment of Krista Touros, Chief Financial Officer of Peace Health Northwest Network, for the open Whatcom County healthcare provider position with a partial term ending January 31, 2022.

Krista brings her experience in and passion for influencing systems change, her role in senior leadership at Peace Health Medica Center, and her belief in eliminating barriers for underserved populations. She has volunteered with numerous non-profits in the past and has particular interest in working with organizations that address domestic and sexual violence. Her application and resume are attached.

Please reach out to me if you have any questions or comments at smarks@dvcommission.org or 360.312.5700 x 1242.

Thank you for your support,

Susan Marks
Director

Enclosures

Cc: Mayor Seth Fleetwood, City of Bellingham
Karen Goens, Whatcom County Human Resources

EXECUTIVE:
Satpal Sidhu

RECEIVED
JUN 17 2020
WHATCOM COUNTY
EXECUTIVE'S OFFICE

COUNCILMEMBERS:
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Krista N. Touros Date: 6-4-2020

Street Address: 4446 Decatur Dr.

City: Ferndale, WA Zip Code: 98248

Mailing Address (if different from street address): _____

Day Telephone: 5102062553 Evening Telephone: 5102062553 Cell Phone: 5102062553

E-mail address: Tourosk@yahoo.com ; KTouros@peacehealth.org

1. Name of board or committee-**please see reverse**: Bellingham - Whatcom County Commission Against Domestic Violence
2. You must specify which position you are applying for. **Please refer to vacancy list.** Healthcare Provider
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.**) (✓) yes ( ) no
4. Which Council district do you live in? ( ) One ( ) Two ( ) Three ( ) Four (✓) Five
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. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (✓) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

resume attached: current role, @ non profit PeaceHealth - Northwest Network CFO

11. Please describe why you're interested in serving on this board or commission: Because it is my duty and honor to try and help all underserved. The commission's mission and values are aligned with my personal value system.

References (please include daytime telephone number): Sharon Rutherford 360 920 3340 ; Susan Marks 3602249333

Signature of applicant: Krista N Touros

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4446 Decatur Dr
Ferndale, WA 98248

510-206-2553
Tourosk@yahoo.com

Krista Touros, MBA

Chief Financial Officer | Senior Healthcare Operations Executive

Summary

Experienced CFO and Healthcare Senior Operations Executive. Proven track record in financial performance improvement, operations turn-around, financial operations management, planning & analysis, strategic planning and in-patient and out-patient operations management. Exceptional at building cross-functional partnerships and high performing teams to deliver results. Passionate about balancing organization needs to maintain high levels of quality and service while maintaining strong financial stewardship. Significant experience in operations streamlining, Lean process improvement and leading large-scale change.

Experience & Accomplishments

Northwest Network Chief Financial Officer 2019-present

PeaceHealth

Multi-state region comprised of 4 hospitals that include sole community provider and critical access operations located in the WA and AK

Western Division Chief Financial Officer **2017-2019**

Banner Health

Multi-state region comprised of 13 hospitals that include sole community provider, critical access and tertiary hospital operations located in the 6-state area of AZ, CA, NV, WY, NE, and CO, $2.5B gross revenues; $800M operating expense; 3,800 FTEs; 270 ADC; 300+ medical staff

Responsibilities: Division level C-Suite executive leadership team member. Board of Directors Officer, Banner Network Colorado (ACO) and subsidiaries and joint ventures. Managed Care contract evaluation and renewal proposals. Financial operations: 7 direct (CFOs and Division Sr. Director) and 60 indirect FTEs in site based executive leadership, financial analysis, strategy, business development, budget and long-term forecast development, capital planning, ethics and compliance, registration, supply chain, admissions, and health information management.

Accomplishments:

Financial Performance Improvement – Led development and implementation of regional cost reduction, finance restructure, reductions in workforce, length of stay and growth strategies resulting in overall budget performance 2018 25.4% favorable and significant year over year operating margin improvement, combined with 5.4% EBITDA margin improvement and 3% FTE/AOB reduction. Some tactics related to margin improvements: strategic pricing, strategic movement of OP cost to charge ratios for 9 critical access hospitals, reduction in physician productivity impact across 7 rural health clinics. Master Campus Plan evaluations and analyses for 5 of the smaller hospitals.

Chief Financial Officer, Sutter Health Alta Bates Summit Medical Center 2015-2017

Multi-campus, tertiary hospital operations located in Northern California, $3.8B gross revenues; $1.1B operating expense; 4,000 FTEs; 475 ADC; 800+ medical staff

Responsibilities: ABSMC C-Suite executive leadership team member. Board of Directors Officer, ABSMC surgical and imaging subsidiaries and joint ventures. Financial operations: 2 direct & 103 indirect FTEs in financial analysis (strategy, business development, budget development and execution and long-term forecast), purchasing, logistics, registration, admissions and health information management.

Accomplishments:

- Financial Performance Improvement – Led development and implementation of cost reduction, length of stay and growth strategies resulting in 125% year over year operating margin improvement, and 29% EBITDA margin improvement while maintaining quality and service
- Length of Stay Reduction & CMI Improvement – Partnered with physician leadership in cardiology, general surgery, hospitalist, neurosurgery, pulmonary and critical care service lines to improve documentation resulting in 2.54% case mix index improvement and 10.96% reduction in length of stay
- Clinical Variation Reduction – Clinical and financial team initiative resulting in improved patient outcomes, including reduction of unnecessary C-sections, reduced length of stay for uncomplicated deliveries and financial improvement

Assistant Administrator, Finance Sutter Health East Bay Hospitals 2013-2015

Multi-hospital and medical foundation operations located in Northern California, $4B gross revenues; $1.5B operating expense; 5,300 FTEs; 650 ADC; 800+ medical staff

Responsibilities: East Bay Region decision support; Alta Bates Summit Medical Center financial performance oversight; financial operations transformation team. Financial operations: (7) direct reports, financial applications operating system development and oversight, cost accounting and service line profit and loss reporting, regional budget and long-term forecast preparation, presentation and oversight in collaboration with senior leadership at multiple east bay hospitals and facilities.

Accomplishments:

Financial Operations Transformation – improved daily productivity reporting and oversight resulting in overall productivity improvement from 85% in 2013 to 96% in 2014; moved volume forecasting to a two-year trend and incorporated industry forecasting into volume assumptions resulting in narrowing budget vs actual performance to a favorable 10% in 2015.

Chief Financial Officer, Sutter Lakeside Hospital (SLH) 2009-2013

Critical Access Hospital located in Northern California, $300M gross revenues; $75M operating expense; 300 FTEs; 23 ADC; 30+ medical staff.

Responsibilities: SLH C-Suite executive leadership team member. Financial performance, Decision Support, Patient Access, Health Information, Materials Management, Lab, Imaging, Respiratory Therapy and Rehabilitation Operations. Community Healthcare Needs Assessment and County Board of Supervisors liaison. Philanthropic committee member and Community Advisory Council liaison

Accomplishments:

Financial turnaround – developed and implemented a multi-faceted turnaround plan resulting in a $5M financial improvement. Key components included improved revenue capture, productivity and labor use, and efficiency improvements.

Region Accounting Manager, Sutter Sacramento-Sierra Region 2006-2009

Finance Manager, Sutter North Medical Foundation 1998-2006

Education, Certifications & Recognition

MBA, University of Phoenix, Sacramento, CA

BS, Business Administration, University of Phoenix, Sacramento, CA

Certified Lean Leader & Kaizen Facilitator, Rona Consulting, Mercer Island, WA

Sutter Health University

- **Leadership Academy Graduate** – High Potential Leader Program
- **Management and Clinical Excellence Executive Faculty** -- Financial management curriculum development, delivery and business case evaluation

Healthcare Financial Management Association (Member 2009 – present)

- **Guest speaker – Northern Colorado Chapter – 2018**

Banner Health Voice Survey – Top 10% Leader compared to internal and industry benchmarks

Community Leadership

Executive Committee Member, Business and Community Healthcare Partnership: 5 years

Finance Chair, Medical Employee Enrichment Fund: 6 years

Board Officer, Friday Night Live: 6 years

Committee Member, American Heart Association: Go-Red for Women annual campaign: 2 years

Sunrise Rotary Club of Kelseyville; Member at large, 2010 – 2012; Board Officer, 2012 – 2013

Board Member, Northern Colorado Healthcare Alliance, 2017 – Present

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-276

File ID:	AB2020-276	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/25/2020	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 14, in the amount of $1,810,500

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #14 requests funding from the General Fund:

1. To transfer budget authority of $21,748 from Non Departmental to Sheriff to fund Fraternal Order of Police wage settlement.
2. To appropriate $21,748 in Sheriff to fund Fraternal Order of Police wage settlement.

From the Homeless Housing Fund:

3. To appropriate $120,000 in Health to fund Covid-19 homess assistance and prevention from grant proceeds.

From the Conservation Futures Fund:

4. To appropriate $995,500 in Planning and Development Services to fund Brar, McLeod, Roper and TeVelde agricultural conservation easements partially funded by grant proceeds.

From Real Estate Excise Tax II Fund:

5. To appropriate $695,000 to fund Silver Beach Creek Stormwater Project Budget.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance, Supporting Documentation - Summary Schedule, Supporting Documentation - Supplemental Requests

PROPOSED BY: Executive
INTRODUCTION DATE: 07/07/20

ORDINANCE NO.
AMENDMENT NO. 14 OF THE 2020 BUDGET

WHEREAS, the 2019-2020 budget was adopted November 20, 2018; and,

WHEREAS, changing circumstances require modifications to the approved 2019-2020 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 2019-2020 Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional amounts to the 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Non Departmental	(21,748)	-	(21,748)
Sheriff's Department	21,748	-	21,748
Total General Fund	-	-	-
Homeless Housing Fund	120,000	(120,000)	-
Conservation Futures Fund	995,500	(434,000)	561,500
Real Estate Excise Tax II Fund	695,000	-	695,000
Total Supplemental	1,810,500	(554,000)	1,256,500

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Approved by email/C Quinn/M Caldwell
Civil Deputy Prosecutor

_____
Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 14				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Non Departmental	To move wage budget authority to Sheriff's Department.	(21,748)	-	(21,748)
Sheriff's Department	To fund Fraternal Order of Police Settlement.	21,748	-	21,748
Total General Fund		**-**	**-**	**-**
Homeless Housing Fund				
Health	To fund Covid-19 homeless assistance and prevention from grant proceeds.	120,000	(120,000)	-
Total Homeless Housing Fund		**120,000**	**(120,000)**	**-**
Conservation Futures Fund				
Planning and Development Services	To fund Brar Agricultural Conservation Easement from grant proceeds.	252,500	(111,000)	141,500
Planning and Development Services	To fund McLeod Agricultural Conservation Easement from grant proceeds.	428,500	(185,000)	243,500
Planning and Development Services	To fund Roper Agricultural Conservation Easement from grant proceeds.	217,500	(97,000)	120,500
Planning and Development Services	To fund TeVelde Agricultural Conservation Easement from grant proceeds.	97,000	(41,000)	56,000
Total Conservation Futures Fund		**995,500**	**(434,000)**	**561,500**
Real Estate Excise Tax II Fund	To fund transfer in support of Silver Beach Creek Stormwater Project Budget.	**695,000**	**-**	**695,000**
Total Supplemental		**1,810,500**	**(554,000)**	**1,256,500**

Supplemental Budget Request

Status: Pending

Sheriff **Administration**

Supp'l ID # 3048 **Fund** 1 **Cost Center** 2900 **Originator:** M Caldwell

Expenditure Type: One-Time **Year** 2 **2020** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Record Fraternal Order of Police Settlement

X

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
6110	Regular Salaries & Wages	$16,511
6210	Retirement	$1,204
6230	Social Security	$1,258
6255	Other H&W Benefits	$2,753
6269	Unemployment-Interfund	$22
Request Total		***$21,748***

1a. Description of request:

Record Fraternal Order of Police settlement for Sheriff's Office Law Enforcement Lieutenants and Chiefs.

1b. Primary customers:

Sheriff's Office command staff

2. Problem to be solved:

Budget authority needs to be moved from Non Departmental wage reserves to the Sheriff's Office administrative cost center to provide budget authority in compliance with the Fraternal Order of Police bargaining agreement.

3a. Options / Advantages:

No other options

3b. Cost savings:

None

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Health **Human Services**

Suppl ID # 3074 *Fund* 122 ***Cost Center*** 122800 ***Originator:*** *Kathleen Roy*

Year 2 **2020** **Add'l FTE** ☐ **Priority** 1

Name of Request: Emergency Solutions Grant - COVID 19

X

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	*Object*	*Object Description*	*Amount Requested*
	4334.0421	Commerce Grant	($120,000)
	6610	Contractual Services	$120,000
	Request Total		***$0***

1a. Description of request:

We are requesting expenditure authority of new funding from the Washington State Department of Commerce to prevent, prepare for, and respond to the Coronavirus pandemic. These funds will support homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19. The grant total of $494,112 provides funding through September 30, 2022, and it is expected that $120,000 will be utilized in 2020. This supplemental includes revenue and expense for this pass through grant.

1b. Primary customers:

Individuals and families who are homeless or receiving homeless assistance.

2. Problem to be solved:

People who are homeless or receiving homeless assistance are not able to easily access non-pharmaceutical interventions that can mitigate the spread of COVID-19. The pandemic has also created economic challenges for households that are facing housing instability.

3a. Options / Advantages:

These additional funds will support an expansion of housing and shelter options which will promote individual as well as public health and welfare interests.

3b. Cost savings:

These federal funds are passed to the county through the state and will not impact local funds. Cost savings will occur as people are stabilized in housing, to include when in need of isolation or quarantine, and the negative impacts to public health and welfare are mitigated.

4a. Outcomes:

Increased housing and shelter opportunities to provide for safety, security and wellness for those experiencing homelessness.

4b. Measures:

Retention of, as well as increase in number of additional housing/shelter options and services provided to support the expansion.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Washington State Department of Commerce CARES Act Emergency Solutions Grant-COVID-19 (ESG-CV) -Federal funding provided to the State to use at local levels.

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3049 **Fund** 1 **Cost Center** 4075 **Originator:** M Caldwell

Expenditure Type: One-Time **Year** 2 **2020** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Move Wage Budget Authority to Sheriff's Office

X

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
6110	Regular Salaries & Wages	($21,748)
Request Total		***($21,748)***

1a. Description of request:

Decrease budget authority in Non Departmental wage reserve account and move it to the Sheriff's Office to fund Fraternal Order of Police settlement. See corresponding Suppl ID #3048 Record Fraternal Order of Police Settlement

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund - Non Departmental wage reserves

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3068 **Fund** 324 **Cost Center** 32400 **Originator:** Kraig Olason

Expenditure Type: One-Time **Year** 2 **2020** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Silver Beach Creek Phase 1 REET Request

X

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	$695,000
	Request Total		***$695,000***

1a. Description of request:

This project will improve water quality in Silver Beach Creek and Lake Whatcom by reducing the amount of sediment and phosphorus discharge from a developed neighborhood in the Silver Beach Creek drainage basin. Runoff from the Lakewood Development is currently collected in a stormwater detention pond and is then discharged untreated into Silver Beach Creek. Water quality monitoring over the past decade has shown Silver Beach Creek to be a contributor of phosphorus into Lake Whatcom. Lake Whatcom is currently under a TMDL permit due to poor water quality associated with phosphorus and fecal coliform.

This project includes installation of a large filter vault/modular wetland adjacent to Wood Lake Meadows subdivision in the Hillsdale area of the Lake Whatcom watershed. The new water quality facility will reduce the amount of sediment and phosphorus entering Silver Beach Creek by filtering approximately 24 acres of contributing area.

1b. Primary customers:

Primary customers include all individuals and businesses that rely on Lake Whatcom for their drinking water (100,000 people), as well as environment at large.

2. Problem to be solved:

Lake Whatcom is currently under a TMDL permit as a result of poor water quality and the impacts of algal blooms on public health and other beneficial uses of the lake. The TMDL mandates that Whatcom County and the City of Bellingham develop and implement programs to reduce impacts of phosphorus to the lake. The installation of this project is one of the measures included in the county's listed activities focusing on improving the lake's water quality.

3a. Options / Advantages:

For this specific site, due to site constraints, few other options are available. A modular wetland has been chosen as the preferred treatment option because the area has consistent base flow throughout much of the winter. Cartridge vaults require regular dry out periods, which won't occur under base flow conditions. Bioswales, another options, weren't feasible due to limited site area and steep topography.

3b. Cost savings:

Actual cost savings are difficult to quantify from this project. Efforts to improve water quality in the lake are required by the TMDL permit. Failure to implement the adopted program elements included in the TMDL response could result in fines. The costs of installing the proposed system is offset by the potential to treat an entire subdivision with one treatment facility as opposed to several smaller systems. The costs and convenience of constructing and maintaining one modular wetland rather than several smaller modular wetlands will prove cost effective.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3068 **Fund** 324 **Cost Center** 32400 **Originator:** Kraig Olason

4a. Outcomes:

This project is intended to reduce phosphorus leaving the developed properties within the Lakewood Subdivision. Conservative estimates indicate that phosphorus should be reduced by over 50%. In many cases this reduction could be as much as +60%.

4b. Measures:

The designed system will be able to be monitored to determine the level of treatment being achieved. It is our goal to achieve over 50%.phosphorus treatment of the runoff from the outlet pond.

5a. Other Departments/Agencies:

This project will require regular inspection, at least annually, and regular maintenance. Modular wetlands don't require cartridge replacements every year like cartridge vaults do, but will require modest regular maintenance and replacement of some or all of the treatment medial eventually. Overall it is anticipated that modular wetlands will be less costly on an annual basis than typical cartridge vaults.

Public Works Maintenance and Operations Crew will be tasked with regular maintenance activities. The Stormwater Division will be providing frequent inspections.

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

Vernon Brown - Responsible for managing the NPDES crew which provides maintenance services of all stormwater facilities. Kraig Olason, Stormwater Program Manager, responsible to ensure all inspections are made timely.

6. Funding Source:

The majority of the funding source for this project is the Real Estate Excise Tax. A secondary source is the Lake Whatcom Stormwater Utility. REET has funded the majority of the Lake Whatcom Stormwater projects over the years..

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director MP

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant Brar

---

Introduction
The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the Brar property. On September 26, 2017, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2017-042. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose
Completion of the Brar agricultural conservation easement will remove 10 development rights and add an additional 64.5 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The Brar conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP). These funds represent 48% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

This transaction must be completed within one year of the appraisal report dated January 2, 2020, or an updated appraisal and review will be necessary. This would add approximately $4,000 in costs and additional staff time to complete the project.

Brar - PDR Supplemental Budget Request

Brar Agricultural Conservation Easement	$230,000.00
- Easement monitoring and enforcement	$12,000.00
- Survey	$2,000.00
- Background Documents preparation	$2,000.00
- Escrow and closing costs	$6,500.00
Subtotal	$252,500.00
- Reimbursement from WA RCO	($111,000.00)
Net cost to Whatcom County after reimbursement	**$141,500.00**

Request Summary
This request is consistent with Resolution 2017-042, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by December 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services **Planning**

Supp'l ID # 3069 **Fund** *175* **Cost Center** *17550* **Originator:** *Becky Snijder van Wissenkerke*

Year 2 **2020** **Add'l FTE** ☐ **Priority** **1**

Name of Request: Brar Agricultural Conservation Easement

X _____ 6-18-2020

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	($111,000)
	6610	Contractual Services	$12,000
	7320	Land	$240,500
	Request Total		***$141,500***

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the Brar property. This includes easement cost, easement monitoring and enforcement fees, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided $111,000.00 in matching grant funds reducing the amount coming from the Conservation Futures Fund.

4a. Outcomes:

This easement will result in the permanent protection of 64.5 acres of agricultural land and associated

ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).
The total coming out of Conservation Futures to make the purchase will be $252,500.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a combined total of $111,000 towards this transaction. The net from expenditure Conservation Futures after reimbursement will be $141,500.00. This transaction will have no effect on the General Fund.

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant McLeod

---

Introduction
The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the McLeod property. On January 14, 2020, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2020-002. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose
Completion of the McLeod agricultural conservation easement will remove six development rights and add an additional 17.59 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The McLeod conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) as well as the Whatcom Community Foundation Farmland Preservation Fund (WCF-WFPF). These funds represent 46% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

This transaction must be completed within one year of the appraisal report dated October 14, 2019, or an updated appraisal and review will be necessary. This would add approximately $5,000 in costs and additional staff time to complete the project.

McLeod - PDR Supplemental Budget Request

McLeod Agricultural Conservation Easement	$400,000.00
- Easement monitoring and enforcement	$20,000.00
- Background Documents preparation	$2,000.00
- Escrow and closing costs	$6,500.00
Subtotal	$428,500.00
- Reimbursement from WA RCO	($175,000.00)
- Reimbursement from WCF-WFPF	($10,000.00)
Net cost to Whatcom County after reimbursement	**$243,500.00**

Request Summary
This request is consistent with Resolution 2020-002, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by October 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services **Planning**

Supp'l ID # 3070 **Fund** *175* **Cost Center** *17550* **Originator:** *Becky Snijder van Wissenkerke*

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: McLeod Agricultural Conservation Easement

X _____ 6-18-2020

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	($175,000)
	4367.1000	Donations	($10,000)
	6610	Contractual Services	$20,000
	7320	Land	$408,500
	Request Total		***$243,500***

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the McLeod property. This includes easement cost, easement monitoring and enforcement fees, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided $175,000.00 in matching grant funds and the Whatcom Community Foundation Farmland Preservation Fund are granting $10,000.00 reducing the amount coming from the Conservation Futures Fund.

Supplemental Budget Request

Planning & Development Services **Planning**

Supp'l ID # 3070 **Fund** 175 **Cost Center** 17550 **Originator:** Becky Snijder van Wissenkerke

4a. Outcomes:

This easement will result in the permanent protection of 17.59 acres of agricultural land and associated ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).
The total coming out of Conservation Futures to make the purchase will be $428,500.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a total of $175,000 towards this transaction and the Whatcom Community Foundation- Whatcom Farmland Preservation Fund (WCF-WFPF) will reimburse a total of $10,000. The net expenditure from Conservation Futures after reimbursement will be $243,500.00. This transaction will have no effect on the General Fund.

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Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant TeVelde

---

Introduction
The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the TeVelde property. On January 14, 2020, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2020-002. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, survey cost, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose
Completion of the TeVelde agricultural conservation easement will remove one development right and add an additional 19.6 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The TeVelde conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP). These funds represent 55% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

This transaction must be completed within one year of the appraisal report dated November 11, 2019, or an updated appraisal and review will be necessary. This would add approximately $4,000 in costs and additional staff time to complete the project.

TeVelde - PDR Supplemental Budget Request

TeVelde Agricultural Conservation Easement	$75,000.00
- Easement monitoring and enforcement	$12,000.00
- Survey	$1,500.00
- Background Documents preparation	$2,000.00
- Escrow and closing costs	$6,500.00
Subtotal	$97,000.00
- Reimbursement from WA RCO	($41,000.00)
Net cost to Whatcom County after reimbursement	**$56,000.00**

Request Summary
This request is consistent with Resolution 2020-002, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by November 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services **Administration**

Supp'l ID # 3072 **Fund** *175* **Cost Center** *17550* **Originator:** *Becky Snijder van Wissenkerke*

Year 1 **2019** **Add'l FTE** ☐ **Priority**

Name of Request: TeVelde Agricultural Conservation Easement

X [signature] 6-18-2020

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	($41,000)
	6610	Contractual Services	$12,000
	7320	Land	$85,000
	Request Total		***$56,000***

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the TeVelde property. This includes easement cost, easement monitoring and enforcement fees, survey cost, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided $41,000.00 in matching grant funds reducing the amount coming from the Conservation Futures Fund.

4a. Outcomes:

This easement will result in the permanent protection of 19.6 acres of agricultural land and associated

ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).
The total coming out of Conservation Futures to make the purchase will be $97,000.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a total of $41,000 towards this transaction. The net expenditure from the Conservation Futures Fund after reimbursement will be $56,000.00. This will have no effect on the General Fund

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, PDS Director MP

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator

DATE: June 11, 2020

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant Roper

---

Introduction
The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 158 development rights on 1,372 acres through 26 conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the Roper property. On January 14, 2020, Whatcom County Council approved the PDR Program Administrator and County Executive to proceed with the acquisition of this easement through Resolution 2020-002. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement, including easement cost, easement monitoring fees, survey cost, baseline documentation fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose
Completion of the Roper agricultural conservation easement will remove four development rights and add an additional 26.75 acres to the total protected acreage in Whatcom County. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

The Roper conservation easement was selected to receive matching funds through the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP). These funds represent 50% of the actual easement cost.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

This transaction must be completed within one year of the appraisal report dated October 15, 2019, or an updated appraisal and review will be necessary. This would add approximately $4,000 in costs and additional staff time to complete the project.

Roper - PDR Supplemental Budget Request

Roper Agricultural Conservation Easement	$195,000.00
- Easement monitoring and enforcement	$12,000.00
- Survey	$2,000.00
- Background Documents preparation	$2,000.00
- Escrow and closing costs	$6,500.00
Subtotal	$217,500.00
- Reimbursement from WA RCO	($97,000.00)
Net cost to Whatcom County after reimbursement	**$120,500.00**

Request Summary
This request is consistent with Resolution 2020-002, which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded by October 2020.

This request is to use Conservation Futures Funds. As of June 11, 2020, the Conservation Futures Fund balance is $4,991,263.82.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator, at (360)778-5956 with any questions or concerns.

Supplemental Budget Request

Planning & Development Services **Planning**

Suppl ID # 3071 **Fund** *175* **Cost Center** *17550* **Originator:** *Becky Snijder van Wissenkerke*

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: Roper Agricultural Conservation Easement

X _____ 6-18-2020

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4334.0273	Farmland Preservation	($97,000)
	6610	Contractual Services	$12,000
	7320	Land	$205,500
	Request Total		***$120,500***

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the Roper property. This includes easement cost, easement monitoring and enforcement fees, survey cost, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the Purchase of Development Rights (PDR) program due to the permanent protection of the land for agricultural purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, and water quality are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive agricultural soils, is adjacent to other working farmland and has been recommended for protection by the Purchase of Development Rights Oversight Committee and approved for purchase by County Council.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the economy. For this specific easement the Washington State Recreation and Conservation Office (RCO) have provided $97,000.00 in matching grant funds reducing the amount coming from the Conservation Futures Fund.

4a. Outcomes:

This easement will result in the permanent protection of 26.75 acres of agricultural land and associated

ecosystems.

4b. Measures:

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Alex Jeffers is the Conservation Manager.

6. Funding Source:

Conservation Futures Fund (as requested).
The total coming out of Conservation Futures to make the purchase will be $217,500.00, though the Washington State Recreation and Conservation Office (RCO) will reimburse Whatcom County for a combined total of $97,000 towards this transaction. The net expenditure from Conservation Futures after reimbursement will be $120,500.00. This transaction will have no effect on the General Fund.

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-277

File ID:	AB2020-277	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/25/2020	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: mcaldwel@co.whatcom.wa.us <mailto:mcaldwel@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Ordinance establishing the Silver Beach Creek Fund and establishing a project based budget for the Silver Beach Creek Stormwater Improvements Fund

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Silver Beach Creek Stormwater Improvements Fund and requests a project based budget to fund stormwater capital improvements in the amount of $780,000.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance, Departmental Memo, Silver Beach Creek Request

PROPOSED BY: Public Works
INTRODUCTION DATE: _07/07/20

ORDINANCE NO. _____

ORDINANCE ESTABLISHING THE SILVER BEACH CREEK FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE SILVER BEACH CREEK STORMWATER IMPROVEMENTS FUND

WHEREAS, Silver Beach Creek Stormwater Improvements Phase 1 is listed as item number 2 on the 2020-2025 Six-Year Water Resources Improvement Program for the Lake Whatcom Watershed with anticipated total cost of $780,000, and,

WHEREAS, phase 1 of this project will treat runoff from approximately 24 acres and includes system upgrades to improve water quality through construction of filter vaults or installation of modular wetland systems which will remove approximately 15 pounds of phosphorus, and

WHEREAS, local funding for phase 1 of this project will be provided by $695,000 in Real Estate Excise Tax II funds, and $85,000 in Lake Whatcom Stormwater Utility Funds, and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established, effective immediately, titled Silver Beach Creek Stormwater Improvements Fund. This fund shall be used to account for the revenues and expenditures of the improvement project described above, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the Silver Beach Creek Stormwater Improvements Fund is approved with an initial project budget of $780,000.

ADOPTED this _____ day of July, 2020.

	WHATCOM COUNTY COUNCIL
ATTEST:	WHATCOM COUNTY, WASHINGTON
_____	_____
Dana Brown-Davis, Clerk of the Council	Barry Buchanan, Chair of the Council
	WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:	WHATCOM COUNTY, WASHINGTON
Approved by email/C Quinn/M Caldwell	_____
Christopher Quinn	Satpal Sidhu, County Executive
Senior Deputy Prosecuting	
Attorney – Civil Division	( ) Approved ( ) Denied
	Date Signed:_____

WHATCOM COUNTY
PUBLIC WORKS DEPT.

Jon Hutchings
DIRECTOR

STORMWATER
322 N. Commercial Street, Suite 220
Bellingham, WA 98225-4042
Stormwater: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Sidhu, County Executive and Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Kraig Olason, Stormwater Program Manager

DATE: June 22, 2020

RE: Ordinance establishing the Silver Beach Creek Fund, Project Based Budget and Supplemental Budget request for Phase 1 of the Silver Beach Creek Stormwater Improvements

---

Please find attached for approval an ordinance establishing the Silver Beach Creek Fund, project based budget and supplemental budget request from Public Works Stormwater for the Silver Beach Creek Phase 1 Stormwater Improvement project.

- **Background and Purpose**

This project has been adopted as part of the prioritized list of Capital Improvement Projects of Appendix 2: Total Maximum Daily Load (TMDL) Requirements of the 2019-2024 Western Washington Phase II Municipal Stormwater Permit and is listed as the second highest priority Lake Whatcom capital on the 2019-2024 Six Year Water Resources Improvement Plan for construction in 2020.. As a Permittee, Whatcom County must implement permit requirements specific to the Lake Whatcom TMDL to improve water quality of the lake. This project has been identified as a specific action in attaining compliance with the TMDL. It will substantially reduce the discharge of phosphorus and other pollutants to Lake Whatcom. Runoff along North Shore Drive, from a developed portion of the Silver Beach Creek sub-basin will be collected and treated prior to discharge into Lake Whatcom.

This supplemental budget request includes costs for design, easement acquisition and construction of this project. Site analysis/project feasibility review has been conducted and survey has been completed. The project is scheduled for construction Summer of 2021 subject to approval of the requested funds.

- **Funding Amount and Source**

This request, in the additional amount of $780,000, will be funded by a transfer from the REET fund ($695,000) and Lake Whatcom Stormwater Utility funds ($85,000).

Please contact Kraig Olason at extension 6301 if you have any questions or concerns regarding the terms of this agreement,

Encl.

Supplemental Budget Request

Status: Pending

Public Works **Stormwater**

Supp'l ID # 3062 | ***Fund*** | ***Cost Center*** | ***Originator:*** *Kraig Olason*

Expenditure Type: One-Time **Year** 2 **2020** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** **1**

Name of Request: Silver Beach Creek Phase 1

X

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
6110	Regular Salaries & Wages	$48,000
6290	Applied Benefits	$36,000
6630	Professional Services	$88,000
6699	Other Services-Interfund	$60,500
7199	Other Miscellaneous/Inte	$2,500
7380	Other Improvements	$545,000
8301.132	Operating Transfer In	($85,000)
8301.324	Operating Transfer In	($695,000)
Request Total		***$0***

1a. Description of request:

This project will improve water quality in Silver Beach Creek and Lake Whatcom by reducing the amount of sediment and phosphorus discharge from a developed neighborhood in the Silver Beach Creek drainage basin. Runoff from the Lakewood Development is currently collected in a stormwater detention pond and is then discharged untreated into Silver Beach Creek. Water quality monitoring over the past decade has shown Silver Beach Creek to be a contributor of phosphorus into Lake Whatcom. Lake Whatcom is currently under a TMDL permit due to poor water quality associated with phosphorus and fecal coliform.

This project includes installation of a large filter vault/modular wetland adjacent to Wood Lake Meadows subdivision in the Hillsdale area of the Lake Whatcom watershed. The new water quality facility will reduce the amount of sediment and phosphorus entering Silver Beach Creek by filtering approximately 24 acres of contributing area.

1b. Primary customers:

Primary customers include all individuals and businesses that rely on Lake Whatcom for their drinking water (100,000 people), as well as environment at large.

2. Problem to be solved:

Lake Whatcom is currently under a TMDL permit as a result of poor water quality and the impacts of algal blooms on public health and other beneficial uses of the lake. The TMDL mandates that Whatcom County and the City of Bellingham develop and implement programs to reduce impacts of phosphorus to the lake. The installation of this project is one of the measures included in the county's listed activities focusing on improving the lake's water quality.

3a. Options / Advantages:

For this specific site, due to site constraints, few other options are available. A modular wetland has been chosen as the preferred treatment option because the area has consistent base flow throughout much of the winter. Cartridge vaults require regular dry out periods, which won't occur under base flow conditions. Bioswales, another options, weren't feasible due to limited site area and steep topography.

3b. Cost savings:

Actual cost savings are difficult to quantify from this project. Efforts to improve water quality in the lake are required by the TMDL permit. Failure to implement the adopted program elements included in the TMDL response could result in fines. The costs of installing the proposed system is offset by the potential to treat an entire subdivision with one treatment facility as opposed to several smaller systems. The costs and convenience of constructing and maintaining one modular wetland rather than several smaller modular wetlands will prove cost effective.

4a. Outcomes:

This project is intended to reduce phosphorus leaving the developed properties within the Lakewood Subdivision. Conservative estimates indicate that phosphorus should be reduced by over 50%. In many cases this reduction could be as much as +60%.

4b. Measures:

The designed system will be able to be monitored to determine the level of treatment being achieved. It is our goal to achieve over 50%.phosphorus treatment of the runoff from the outlet pond.

5a. Other Departments/Agencies:

This project will require regular inspection, at least annually, and regular maintenance. Modular wetlands don't require cartridge replacements every year like cartridge vaults do, but will require modest regular maintenance and replacement of some or all of the treatment medial eventually. Overall it is anticipated that modular wetlands will be less costly on an annual basis than typical cartridge vaults.

Public Works Maintenance and Operations Crew will be tasked with regular maintenance activities. The Stormwater Division will be providing frequent inspections.

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

Vernon Brown - Responsible for managing the NPDES crew which provides maintenance services of all stormwater facilities. Kraig Olason, Stormwater Program Manager, responsible to ensure all inspections are made timely.

6. Funding Source:

The majority of the funding source for this project is the Real Estate Excise Tax. A secondary source is the Lake Whatcom Stormwater Utility. REET has funded the majority of the Lake Whatcom Stormwater projects over the years..

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-281

File ID:	AB2020-281	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/30/2020	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Receipt of application for the Wildlife Advisory Committee, member with technical expertise, applicant(s): Barry Wenger (applications for any other applicants for this position is 10 a.m. on Tuesday, July 14, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Vacancy, member with technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population biologist, natural resources manager, watershed scientist, conservation specialist, forestry protection, and tribal representative.

Terms end December 31, 2022. The committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Wenger Application

From: noreply@civicplus.com
Sent: Friday, June 12, 2020 7:18 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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	Mr.
First Name	Barry
Last Name	Wenger
Today's Date	6/12/2020
Street Address	2600 H St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	13603060448
Secondary Telephone	*Field not completed.*
Email Address	bawenger@gmail.com

Step 2

1. Name of Board or Committee	Wildlife Advisory Committee
Wildlife Advisory Committee (WAC) Position:	I have professional experience as a natural resources manager.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	Jan 2015 -Oct 2017
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
If yes, please explain	My wife, Mary Humphries, is the Development Director of Resources for Sustainable Communities which provides environmental education services to Whatcom County schools.
You may attach a resume or detailed summary of experience, qualifications,	*Field not completed.*

& interest in response to the following questions	
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	46 years as an environmental planner for state and local agencies, private consultant, teacher, owner and manager of businesses, and member and Board member of non-profit organizations.
10. Please describe why you're interested in serving on this board or commission	I enjoy making government more efficient, transparent, and meaningful to our citizens and visitors concerning the use and pleasure derived from our abundant natural resources.
References (please include daytime telephone number):	Satpal Sidhu 360-778-5200 Barry Buchanan 360-778-5010 Todd Donovan 360-778-5010 Rud Browne 360-778-5010
Signature of applicant:	Barry A. Wenger
Place Signed / Submitted	Bellingham, WA

(Section Break)

Email not displaying correctly? View it in your browser.

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-282

File ID:	AB2020-282	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/30/2020	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Receipt of application for the Homeless Strategies Workgroup, Homeless Advocate position, applicant(s): Markis (Dee) Stidham (application deadline for any other applicants for this position is 10 a.m. on July 14, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Homeless Advocate vacancy
The purpose of the workgroup is to identify additional winter shelters and added capacity at year-round shelters, additional opportunities to address the needs of the County's homeless population, and strategies to prevent people from having no other option than to sleep outside. All appointees must live in and be registered to vote in Whatcom County. The Workgroup generally meets twice a month or as needed.
2-year term.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Stidham application

EXECUTIVE:
Satpal Sidhu

COUNCILMEMBERS:
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Markis (Dee) Stidham Date: 6-29-20

Street Address: 5569 Mt. Baker Highway

City: Deming, WA Zip Code: 98244

Mailing Address (if different from street address): Same

Day Telephone: (360) 393-8289 Evening Telephone: _____ Cell Phone: Same

E-mail address: MarkiS@homesnow.org

1. Name of board or committee-**please see reverse:** Homeless Strategies Workgroup
2. You must specify which position you are applying for. **Please refer to vacancy list.** Homelessness) Advocate
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? ---- ( ) One ( ) Two (X) Three ( ) Four ( ) Five
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: 7-19 to Present
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 (X) no
   If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ---- ( ) yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education. I have Occupied the position of (Homeless Advocate) for the last year. Please see attached resume from last year. *Also please note, that since that time, I've become Vicechair of Homesnow not later, and continue to lead the citizens outreach team saving lives since 2018 I have tremendous support for my position.
11. Please describe why you're interested in serving on this board or commission: I have personally accomplished much through the workgroup, and only wish to continue my good work, I appreciate my position, and take it very seriously

References (please include daytime telephone number): (See Attached) (Please Add Eric Richey County Prosecutor →

→ My Position has afforded me many opportunities to move the ball forward in protecting our citizenry, and furthering cooperation with leaders.

Signature of applicant: _____ 6-29-20

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.

Committee	
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
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?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*
9. Please describe your occupation (or former	I've been in Whatcom County since 1984 and have worked as commercial fisherman and Carpenter all of my adult life. I have

occupation if retired), qualifications, professional and/or community activities, and education	taken part in different environmental and social advocacies over the years. Like so many people I tend to be attracted to the advocacies which I feel the most deeply about, and being a fisherman , was really drawn to environmentalism. And being someone who is on his own at 14 living in a tiny Shack on Lummi Island, I can tell you what it's like to be on the edge of homelessness for the first several years that I lived there.
10. Please describe why you're interested in serving on this board or commission	As I had previously stated, I have a history of living in the tiny housing that used to be available in Whatcom County in the late 80s and even in the small pockets in the early 90s. That type of housing actually helped me to become a man among men in a small fishing Village where I fed a nation from my subsidized housing. This experience has made me a huge advocate of tiny house Solutions in the housing first model. So when I met Jim Peterson of homes now not later, I knew that I needed to be involved with that program, because it was a program that had worked for me, and used to be here in Whatcom County all along... I see it as the missing housing that everyone is talking about. In my time with homes now I quickly became an independent advocate of servicing the unhoused population Whatcom County in the streets where they live. I designed and oversaw the construction of the ShowersNow shower truck with which our group has been servicing the homeless population for over a year, and in that process we have given somewhere in the neighborhood of 1600 showers. In February of 2019, myself and my fiance saw that there was a dire need in the streets and answered it by going out into the streets in a terrible blizzard that had inundated Bellingham. Our efforts quickly and organically blossomed into a giant operation in cooperation with homes now which sheltered over a hundred and fifty people within Bellingham City Limits, who were unable or unwilling to go to the current shelters available. We delivered people to the shelters until the shelters were full. Saint Joseph Hospital emergency room had my number and called me personally at least 10 times to come and pick up people who were being discharged. With the cooperation of homes now we launched an organic effort to get funding to House people in hotel rooms all over Bellingham. The money raised in this period was around $30,000 during the 6-week emergency. Also during this time we, in cooperation with a church in Northern Whatcom County, opened up our own no barrier unisex shelter, and we kept it open for about 8 days with our maximum occupancy somewhere around 35 souls. There were no problems they could not easily be contended with. There was no need to call the police ever during that Sheltering. We petitioned the city the county to help us to provide emergency shelter, with varying success, including the temporary

emergency men's shelter that we influenced the city to open at Maritime Heritage Park that lasted for three days. Followed by the County run shelter at the Garden Room which I believe ran for about a week.
The Staffing for that particular shelter was a mixture of citizen volunteers, city , and county staff members, including County Executive and many different Council persons. Both of these shelters were men's only facilities, and were still not enough to fulfill the need on the street.
Is my heartfelt goal to find the resources within our government structure to get this vital work done and more, without putting our citizens at such great risk. That is a priority for me.
I have recently submitted the paperwork for a new 501 c 3 nonprofit named Hearts and Homes.
Our focus is mobile Outreach oriented, with room to grow as is needed , with the eventual goal of getting everyone safely and healthily sheltered in our area.
In brief, I see homelessness as completely solvable.
I have many different solution-based ideas for our County and the City of Bellingham, and I can't wait to share these ideas with a group dedicated do the same cause as me.

References (please include daytime telephone number):	Amy Glasser MSW (social worker) 360.820.0633 [redacted] Douglass Gufstafson . Technical director, homesnow not later 360.224.3727 JC Mansfield Homesnow administration 360.223.9818
Signature of applicant:	Markis D. Stidham
Place Signed / Submitted	Deming WA

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Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-283

File ID:	AB2020-283	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/30/2020	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Receipt of application for Consolidated Drainage Improvement District 1, supervisor position 3, applicant(s): James Bouma (application deadline for any other applicants for this position is 10 a.m. on July 14, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Consolidated Drainage Improvement District #1
1 vacancy, Supervisor Position 3. Appointed term will expire at the special district general election of February 2022. District boundary generally encompasses the Lummi River area west of the Nooksack River immediately south/southwest of Ferndale.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Bouma application

EXECUTIVE:
Satpal Sidhu

RECEIVED
JUN 29 2020
Whatcom County Public Works

COUNCILMEMBERS:
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: James Bouma Date: 6/24/2020

Street Address: 110 River Rd

City: Lynden Zip Code: 98264

Mailing Address (if different from street address): 110 River RD Lynden WA. 98264

Day Telephone: 360-296-9834 Evening Telephone: 360-296-9834 Cell Phone: 360-296-9834

E-mail address:

1. Name of board or committee-**please see reverse**: Consolidated Drainage Improvement Dist. #1
2. You must specify which position you are applying for. **Please refer to vacancy list.** 3
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.**) ( ) yes ( ) no
4. Which Council district do you live in? ( ) One ( ) Two ( ) Three (X) Four ( ) Five
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: Since 2012
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 (X) no
   If yes, please explain:
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    Dairy Farmer

11. Please describe why you're interested in serving on this board or commission:
    For flood control and ditch cleaning

References (please include daytime telephone number): Fred Vander Veen 360-354-4241

Signature of applicant: James Bouma

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.

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-253

File ID:	AB2020-253	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/12/2020	**Entered by:**	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	**File Type:**	Resolution Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sbatdorf@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The enclosed lease agreement updates the terms and extends the current lease agreement with Verizon Wireless for another twenty years. The current agreement, which expires in 2022, was transferred to Whatcom County in 2014 from the Department of Natural Resources as part of the reconveyance of forest lands on Lookout Mountain.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memorandum, Resolution, Communication Tower Lease Agreement

WHATCOM COUNTY
Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-9097

Michael G. McFarlane, Director
Christ Thomsen, Operations Manager

MEMORANDUM

TO: County Executive Sidhu and Members of the County Council

FROM: Michael McFarlane, Director

DATE: June 10th, 2020

RE: Verizon Wireless Site Lease at Lookout Mountain Forest Preserve

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Enclosed please find a communication tower lease agreement between Verizon Wireless and Whatcom County. This agreement is for an existing Verizon Wireless tower site located at the Lookout Mountain Forest Preserve. The existing lease expires in 2022 and this agreement updates the terms and extends the lease for another twenty years at that time.

These leases were transferred to Whatcom County in 2014 from the Department of Natural Resources as part of the reconveyance of forest lands on Lookout Mountain. The County desired to update and enter into a new lease as opposed to amending the current agreement.

I am recommending approval of the agreement.

PROPOSED BY: PARKS & RECREATION
INTRODUCTION DATE:

RESOLUTION NO._____

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A TWENTY-YEAR COMMUNICATION TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

WHEREAS, in January 2014, the State of Washington through the Department of Natural Resources conveyed to Whatcom County, land which contained Commercial Communication Tower Lease sites with existing established towers; and

WHEREAS, Whatcom County Code 1.10.410 requires County Council to indicate by resolution whether a real property lease may be awarded by private negotiation with interested parties; and

WHEREAS, Whatcom County Code 1.10.410 authorizes County Council approval of real property leases; and

WHEREAS, the tower lease sites are located on Lookout Mountain and are remote and do not impede or impact public recreation or any other County purpose; and

WHEREAS, the established communication towers are a substantial company expenditure and commitment and long-term leases are necessary in this industry; and

WHEREAS, the prior Department of Natural Resources tower leases were for a period of ten years and will be expiring; and

WHEREAS, Cellco d/b/a Verizon Wireless, owner of one of the towers has requested to extend its communication tower lease for an additional twenty-years; and

WHEREAS, the new communication tower lease contains updated lease provisions from the prior DNR leases, including lease rate increases, an annual three (3) % increase, road maintenance fees and five-year rate reviews; and

WHEREAS, this communication tower lease appears to be in the best interest of the County and the people thereof.

NOW, THEREFORE, BE IT RESOLVED that the communication tower lease with Cellco Partnership d/b/a Verizon Wireless, proposed by Parks & Recreation Department be awarded through private negotiation with interested parties.

BE IT FURTHER RESOLVED that the Council authorizes the County Executive to enter into a twenty-year communication tower lease agreement with Cellco Partnership d/b/a Verizon Wireless for leased space on park property located at the Lookout Mountain Forest Preserve as outlined in the agreement.

ADOPTED this _____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

_____
Brandon Waldron, Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

_____
Satpal Singh Sidhu, County Executive

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks & Recreation
Division/Program: *(i.e. Dept. Division and Program)*	Administration (8010)
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Verizon Wireless

Is this a New Contract? Yes ◉ No ○ If not, is this an Amendment or Renewal to an Existing Contract? Yes ○ No ◉
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions 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, Whatcom County grant contract number(s): _____

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

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $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):
$ 25,251 annually

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Twenty-year communication tower site lease to Verizon Wireless beginning 4/1/22. Site located at the Lookout Mountain Forest Preserve. Current site lease to Verizon Wireless expires 3/31/22.

Term of Contract: 20-years	Expiration Date: 3/31/42

Contract Routing:

1. Prepared by:	Michael McFarlane	Date: 4/30/20
2. Attorney signoff:	BJ	Date: 5/5/2020
3. AS Finance reviewed:	bbennett	Date: 5/15/2020
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:	✓	Date: 5-18-2020
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 04/11/19

COMMUNICATION SITE LAND LEASE

Agreement No. _____ Lessee's Reference No. _____

THIS COMMUNICATION SITE LAND LEASE WITH UTILTIES (**Lease**) is made by and between WHATCOM COUNTY, a political subdivision of the State of Washington, acting by and through its Parks & Recreation Department (**County/Lessor**), and Cellco Partnership d/b/a Verizon Wireless (UBI 602057104) (**Lessee**).

RECITALS

WHEREAS, County (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Communication Site Land Lease dated May 2, 2012 ("**Original Lease**"), pursuant to which the Lessee has an exclusive leasehold interest for the transmission and receipt of wireless communications signals within the Lease Area (as defined herein); and

WHEREAS, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Lease Area (as defined herein), all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to terminate the Original Lease as of the Commencement Date (as defined herein in Section 4.01) of this Lease and thereafter this Lease shall control, and the Original Lease shall be of no further force and effect. Notwithstanding anything to the contrary contained herein, the terms of the Original Lease shall remain in full force and effect up until the Commencement Date (as defined herein in Section 4.01) of this Lease.

SECTION 1 – DEFINITIONS

1.01 "Agreement Number." County's identification number assigned to this Lease.

1.02 "Anniversary Date." The annual date established by the Rent Commencement Date and on which Rent is due.

1.03 "Communication Site Area." That area labeled as "Communication Site Area" on the Survey and Site Plan (both defined below), which includes, but is not limited to, the Facility Use Area, dedicated parking areas and Access, as applicable.

1.04 "Communication Site Facilities." Towers, structural tower base(s), one or more buildings, generator(s), and fuel storage tank(s) and other Improvements as described and pre-approved in the Lessee's original Survey and Site Plan.

1.05 "Commencement Date." The mutually agreed upon date on which the Lease is effective.

1.06 "County Owned Improvements." Improvements made or owned by County as shown on the Site Plan.

1.07 "Emergency." An event posing an imminent threat of bodily injury, property damage, or critical equipment failure.

1.08 "Electronic Interference." Harmful transmission of radio wave frequencies that disrupt transmission and receipt of radio waves and includes interference as defined by the Federal Communications Commission (**FCC**).

1.09 "Equipment." All electronic equipment placed on and within the Improvements located on the Facility Use Area. This includes, but is not limited to, antennas, equipment cabinets, Radio Units (defined below) and backup power batteries. Equipment is personal property and shall at no time be deemed a fixture to the real property on which it is located.

1.10 "Facility Use Area." That certain area of the Communication Site Area identified on the original Survey and Site Plan.

1.11 "Government Approval." All necessary federal, state, and local licenses, permits, and approvals.

1.12 "Hazardous Substance(s)." Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos;

urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.

1.13 "Improvements," consistent with RCW 79.02.010(8), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.

1.14 "Interference Notice." Written notification by Lessee to County of Electronic Interference on the Communication Site Area potentially arising from County-managed lands; and written notification by County to Lessee regarding Electronic Interference on County-managed lands potentially arising from Communication Site Area.

1.15 "Lease Area." That area described on the Survey inclusive of Communication Site Area, Utility Area, and Road Access Area.

1.16 "Lessee." Party holding a possessory interest in real or personal property under this lease.

1.17 "**Lessee-Owned Improvements.**" Are Improvements authorized by County, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from County, a prior tenant or a Permittee.

1.18 "Party(ies)." County and Lessee may jointly be referred to herein as the "Parties" or individually, a "Party."

1.19 "Permittees." Lessee's employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.

1.20 "Personal Property." Items that can be removed from Lease Area and Improvements without (a) injury to Lease Area or Improvements or (b) diminishing the value or utility of Lease Area or Improvements.

1.21 "Physical Interference." Natural or man-made objects that cause physical obstruction to Lessee's use of Communication Site Area.

1.22 "Radio Unit." A radio transmitter and/or receiver.

1.23 "Road Access Area." That certain area of the County's Land identified on the Survey and Site Plan.

1.24 "Site Plan." That certain site plan named _____ dated _____ on file with Whatcom County, under the Agreement Number for this Lease.

1.25 "Survey." The certain Record of Survey filed in Whatcom County on _____ under Auditor's File Number _____.

1.26 "County Land." The larger parcel of real property owned by County in which the Lease Area is a part of.

1.27 "Termination Date." The date this Lease expires, is cancelled, or terminated.

1.28 "Unauthorized Improvements." Improvements made on Lease Area without County's prior consent or Improvements made by Lessee that do not conform to the original Survey and Site Plan or this Lease.

1.29 "Utility Area." That certain area of the County Land identified on the Survey and Site Plan.

1.30 "Work." Construction, reconstruction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements or roads.

SECTION 2 - CONVEYANCES

2.01 Conveyances.

(1) **Communication Site Area.** County hereby grants to Lessee an exclusive leasehold interest in the Communication Site Area generally described as and depicted in attached Exhibit A (Depiction of Communication site Area and Utility Area), and located within attached Exhibit D (Legal Description of County Land), and as depicted in the Survey and Site Plan referenced in this Lease. An exclusive leasehold is not granted to any other County owned property, which includes but is not limited to, common parking areas, non-exclusive utility services or areas, other tower sites, or as described in (2) and (3) below.

(2) **Utility Area.** County hereby grants to Lessee a non-exclusive right to use the Utility Area.

(3) **Road Access Area.** County hereby grants to Lessee a non-exclusive right to use the Road Access Area.

2.02 Access to Lease Area. Access to Lease Area includes a nonexclusive right to use an existing road over and across the location shown on the map marked attached as "Exhibit C". Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, unless access is closed due to damage or acts of nature which renders access unavailable until repaired. Access by Lessee and permittees shall be for business purposes only.

2.03 Memorandum of Lease. At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached as Exhibit E and attachment E-1 with the Whatcom County Auditor's Office. Lessee shall provide County with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, County may record it and Lessee shall reimburse the costs of recording within sixty (60) days of County's demand.

2.04 Reservations by County.

(1) County reserves for itself, its successors, and assigns, the right at all times for any purpose to cross and re-cross Lease Area at any place or grade; to grant easements and licenses over Lease Area; to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.

(2) County and its agents may enter Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, County shall provide Lessee with at least ten (10) business days prior written notice prior to inspecting the Facilities Area to enable Lessee to arrange to accompany County. This clause shall not be construed to impose a duty to inspect.

2.05 Permittees. Conduct of Permittees will be deemed the conduct of Lessee.

2.06 Third-Party Interests. This Lease is subject to all valid interests of third parties noted in the records of Whatcom County and on file with the Whatcom County Parks & Recreation Department, Whatcom County Washington as of the Commencement Date. It is understood and agreed by the Parties that the Lessee's Communication Site Area is immediately adjacent to two (2) other communication towers that also lease county property and also utilize the access road

as is roughly depicted and described in Exhibit C. This Lease is not intended to alter, adversely impact, or restrict the County in its current and future use of its property.

2.07 Public Use. County is not responsible for public use that may impact Lease Area.

2.08 Lessee Warranties. Lessee warrants that the Survey and Site Plan are true and accurate descriptions of Lease Area and Improvements. County reserves the right to retroactively adjust Rent (as defined below) if at any time during the Term (as defined below) of the Lease, County discovers a discrepancy between Lease Area description and the area actually used by Lessee.

2.09 Inspection. Except as otherwise provided in this Lease, County makes no representation regarding the condition of Lease Area, Improvements located on Lease Area, the suitability of Lease Area for Lessee's intended use, compliance with governmental laws and regulations, availability of utility rights, or access to Lease Area. Except as otherwise provided in this Lease, Lessee accepts Lease Area "AS IS."

2.10 County Warranties. County makes no warranty of quiet enjoyment of Lease Area.

2.11 Existing Structures. All existing structures or improvements located on the Facility Site Area (as defined herein) as of the Commencement Date belong to Lessee or Permittees except as set forth below:

None

SECTION 3 - PURPOSE

3.01 Lease. Lessee shall have the right to use the Communication Site Area for the transmission and receipt of wireless communications signals. Lessee's permitted use includes constructing, installing, repairing, maintaining, upgrading, updating, removing, securing, and operating Equipment and Improvements as described and approved in the original Survey and Site Plan or the current configuration of Lessee's equipment and improvements as of the Commencement Date of this Lease, including Exhibits A and B.

3.02 Utilities. Lessee shall be permitted to use the Utility Area and Communication Site Area for installation, maintenance, repair, and use of underground and existing overhead power cables and conduits for underground power and fiber, as identified in the Site Plan and Exhibits A and B. In the event that utilities or fiber are necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) and cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing

the location of utilities or fiber on other real property owned by Lessor, so long as there are no additional costs to Lessor and County property is not unduly burdened or diminished in value.

3.03 Road Access. Lessee shall be permitted to use the Road Access Area for access to and from the Communication Site Area and Utility Area for purposes of this Lease.

3.04 Extent of Use. Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

3.05 Maintenance. Lessee shall maintain Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the Term, reasonable wear and damage from casualty or natural disaster excepted.

3.06 Restrictions. Lessee shall not cause or permit:

(1) Damage to land or natural resources.

(2) Removal of valuable materials as defined under RCW 79.02.010(15), minerals, coal, oil, or gas without the prior written consent of State.

(3) Accumulation of debris or refuse;

(4) Raising effective radiated power (ERP) within the Facility Use Area beyond that authorized by the FCC.

3.07 Compliance with Laws. Lessee shall comply with all applicable laws and regulations affecting its use of the County Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

3.08 Liens and Encumbrances. Unless expressly authorized by County in writing, Lessee shall keep Lease Area free and clear of liens or encumbrances arising from Lessee's use or occupancy of Lease Area. Notwithstanding the foregoing, Lessee may grant such encumbrances

of any improvements, personal property or fixtures owned by Lessee which are located within the Lease Area without the consent of Lessor so long as the County's lease interest or property is not impaired, restricted or encumbered.

SECTION 4 - TERM

4.01 Term. The Lease shall commence on April 1st, 2022 (the **"Commencement Date"**) and continue until a period of twenty (20) years (the **"Term"**) until March 31st, 2042 (the **"Termination Date"**), unless adjusted under the terms of this Lease. Use of the Road Access Area and the Utility Area shall terminate upon expiration or termination of the Lease, except for as necessary to remove any Equipment and Improvements required under this Lease from Lease Area in accordance with the terms of Condition at End of Term (as described in Section 4.05) . The "Rent Commencement Date" shall be April 1, 2022.

4.02 Lease Extension.

(1) County may allow Lessee to continue to hold the Lease Area for a period not exceeding one (1) year after the Termination Date of this Lease, if the Lease Area is not otherwise going to be utilized by County. Upon expiration of the one (1) year holdover period, County may issue a temporary permit to Lessee if County has not yet determined the disposition of the Lease Area for other County purposes. The temporary permit shall not extend beyond a five (5) year period.

(2) Failure to Vacate. If County notifies Lessee to vacate Lease Area and Lessee fails to do so within the time set forth in Section 4.05, Lessee will be a trespasser and shall owe County all amounts due under RCW 79.02.300 or other applicable law.

4.03 Late Possession. If, for any reason whatsoever, County cannot deliver possession of Lease Area to Lessee on the Commencement Date, this Lease will not be void or voidable, nor will County be liable to Lessee for loss or damage resulting from the delay in delivery of possession. In such event, the Parties may renegotiate the affected terms of the Lease.

4.04 Lessee's Right to Terminate Agreement. Lessee may terminate this Lease at any time conditioned upon one hundred eighty (180) days' advance notice to County, which notice shall be "Surrender of Leasehold" as depicted in attached Exhibit F or in a form acceptable to County, provided Lessee has no outstanding Rent (as defined below) or other charges due to County, and has removed all Equipment and Improvements required to be removed under this Lease from Lease Area in accordance with the terms of Condition at End of Term (as described in Section 4.05).

4.05 Condition at End of Term. Within Ninety (90) days following the Termination Date (the **"Removal Date"**), Lessee shall surrender Lease Area to County in the same or better condition as on the Commencement Date, reasonable wear and damage from casualty or natural disaster excepted. County may require that Lessee provide a Phase I - environmental site assessment or equivalent to identify any environmental contamination.

4.06 End of Term. Disposition of Equipment and Lessee-Owned Improvements shall be in accordance with the following terms and conditions, and as provided in RCW 79.13.050.

(1) By the Removal Date, all Equipment and Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee and Permittees shall be removed from the Lease Area, except as otherwise provided in this Lease or as the Parties otherwise agree in writing.

(2) For any Lessee's or Permittees' Equipment and/or Improvements left on the Lease Area after the Removal Date, County shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as County sees fit, in accordance with all applicable laws.

(3) If County chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse County for the reasonable direct costs County incurs therefor; provided County completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Removal Date.

(4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the Term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Lease Extension, or if Lessee re-leases the Lease Area under a new lease with the County.

(5) Notwithstanding anything to the contrary contained in this Lease, County hereby waives Lessee's obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than eighteen inches (18") below surface-level; provided that such Improvements are left in a condition that

is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

4.07 Disposition of Personal Property.

(1) Lessee retains ownership of Personal Property, unless Lessee and County agree otherwise in writing.

(2) Lessee shall remove Personal Property from Lease Area by the Removal Date.

County may sell or dispose of all Personal Property left on Lease Area after the Removal Date. Lessee shall pay for the cost of removal and disposal.

SECTION 5 – PAYMENT

5.01 Rent. Annual Rent is as set forth in Exhibit G, Rent Calculation. Annual Rent is due and payable prior to the Anniversary Date of each year after the Rent Commencement Date, and on or before the same date every year thereafter until the Termination Date.

(1) **Rent.** Beginning on the Rent Commencement Date, until adjusted or revalued as set forth below, Lessee shall pay the County a base rent of **Twenty Four Thousand One Hundred Ninety and 80/100 Dollars ($24,190.80)** annually for use of Lease Area identified as the **"Facility Site Area"** (the **"Rent"**) as detailed in Exhibit G (Rent Calculation).

(2) **Rent Commencement Date.** The **"Rent Commencement Date"** shall mean the April 1st, 2022. The first such payment of Rent will be made within thirty (30) days of the Rent Commencement Date, and on or prior to each successive Anniversary Date annually thereafter.

(3) **Road Use Fee.** Beginning on the Rent Commencement Date, Lessee shall pay a required road use fee (**"Road Use Fee"**) of **One Thousand Sixty and 90/100 Dollars ($1,060.90)** for the first year of this Lease. Subsequent annual Road Use Fees shall be due and payable with the Rent for the remaining Term of this Lease, subject to adjustment as set forth in Annual Rent Adjustment as described below. In addition to the Annual Rent Adjustment described below, Lessee's Road Use Fee will increase **by Two Hundred Fifty and 00/100 Dollars ($250.00)** for each Additional Facility User (as defined below) of the Lease Area that locates its Equipment on the Lease Area after the Commencement Date, to be paid with

Lessee's annual Road Use Fee in the year the Additional Facility User (as defined below) first locates its Equipment on the Lease Area.

(4) **Leasehold Excise Tax.** Lessee shall pay to County the leasehold excise tax as set forth in RCW Chapter 82.29A, or as may be amended. Leasehold tax shall be due and payable with the Rent. However, Lessee may be assessed leasehold excise tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to County a written request, with supporting documentation from the Washington State Department of Revenue, to terminate or cease leasehold excise tax billing by the County.

(5) **Additional Facility User Fee**. Subject to the other applicable terms, provisions, and conditions of this Section:

(a) Lessee shall pay County an amount equal to **Three Thousand and No/100 Dollars ($3,000.00)** per year for each sublease, license or other collocation agreement for the use of any portion of the Lease Area entered into by and between Lessee or American Tower and a third party (any such party, the "**Additional Facility User**") subsequent to the Commencement Date (such amount, the "**Facility User Fee**"). The Facility User Fee shall not be subject to the escalations to Rent as in this Lease.

(b) The initial payment of the Facility User Fee shall be due within thirty (30) days of actual receipt by Lessee or American Tower of the first collocation payment paid by a Facility User. In the event a sublease or license with a Facility User expires or terminates, Lessee's obligation to pay the Facility User Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination.

(c) County hereby acknowledges and agrees that Lessee and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower installed on the Lease Area, all on such terms as Lessee and/or American Tower deem advisable, in Lessee's and/or American Tower's sole and absolute discretion.

(d) Notwithstanding anything to the contrary contained herein, County hereby acknowledges and agrees that Lessee shall have no obligation to pay and

shall not pay to County any Facility User Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Lessee (or American Tower), or Lessee's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Commencement Date (any such agreements, the "**Existing Agreements**").

(6) **Refunds.** County shall not refund any monies paid in Rent between the last Anniversary Date and Termination Date unless agreed in overpayment or excess of what was due in Rent.

(7) **Annual Rent Adjustment.** County shall increase the Rent by three percent (3%) for the Facility Site Area, Communication Site Area, Tower Facility User and Road Use charges on every Anniversary Date for all years except for those years in which County revalues the Rent under this Section.

(8) **Change in Use.**

(a) Any adjustment to Lessee's Road Use Fee as a result of a change of use will be based on County's reasonable estimate of Lessee's and Permittees' use of the Road Access Area.

(b) If Lessee fails to notify County of any Additional User, County shall charge the value of the change in use from the date of the change in use. Should the date of use change be indeterminable, County shall charge no less than one (1) year's Rent and interest on such past due Rent in accordance with the terms of Section Interest Penalty for Past-Due Rent and Other Sums Owed.

5.02 Rent Revaluation, Fifth-Year and Subsequent Revaluations. At the end of the first (5) year period and at the end of any subsequent five (5) year period, County shall revalue the Rent (Adjustment Date). County shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Rent will be revalued as follows:

(1) The Facility Site Area, Equipment Use and Road Use Fee will be revalued based on the cumulative percent change in the "Consumer Price Index, All Urban Consumers, US City Average," (**CPI**) for "all items" since the Commencement Date or last time of Rent revaluation. In the event the CPI ceases to be published, County may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(2) Independent Appraisal. If Lessee does not agree with County's revaluation, Lessee may submit to County an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for County's consideration. Lessee must submit such appraisals to County within thirty (30) calendar days of Lessee's receipt of notification of the adjusted rent, or County's determination of market rent is final with no right of appeal with rent due as set forth in County's initial notice. If Lessee timely submits an appraisal, County shall notify Lessee in writing whether County accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted Rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.

(3) Parties may agree to a continuation of three percent (3%) per year, as provided in Annual Rent Adjustment.

(4) Road Use Fee. County will evaluate road maintenance and replacement costs associated with prorated use of road by Lessee and Lessee's Permittees at Rent Revaluation dates.

Failure on the part of County to establish a new annual Rent by the Adjustment Date shall not preclude County from doing so thereafter, and the adjusted rent shall be retroactive to the Adjustment Date

5.03 Non-Rent Payments.

(1) **Taxes.** Lessee shall pay all real and personal taxes imposed on Communication Site Area that result from any changes or improvements Lessee makes to the Improvements located thereon during the Term of this Lease.

(2) **Assessments.** Lessee shall pay its pro rata share of assessments charged against Lease Area (excluding the Road Access Area.) Lessee shall pay the assessment within thirty (30) days of receipt of written notice from County.

(3) **Removal of Valuable Materials.** Prior to any removal of County trees or vegetation, including those causing Physical Interference, Lessee shall notify County in writing and obtain County's approval. County's approval shall be conditioned on payment for the market value of any valuable materials removed and compliance with County's regulatory requirements, however such approval shall not otherwise be unreasonably withheld or conditioned.

(4) **Electrical Power, Fiber and Other Utilities.** Lessee shall provide for the provision of all electrical power, telephone, fiber or any other necessary utilities to, at, and for Communication Site Area. Lessee shall pay for all electric power fiber and other utility charges or expenses incurred arising from Lessee's use of Communication Site Area.

5.04 Place of Payment. All payments shall be made payable to Whatcom County Parks & Recreation Department, accompanied by a reference to the Agreement Number and paid to County's remittance address shown in the Notice Section of this Lease. Lessee shall not combine payment for this Lease with payment for any other lease with County, unless Lessee includes an itemized statement with the payment specifying the amount attributable to each lease's Agreement Number.

5.05 Non-Waiver. Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.

5.06 Failure to Pay. Failure to pay any monies due under this Lease beyond the applicable cure period as provided in Section 14.02 constitutes a material breach. County may seek all remedies available. If Lessee fails to pay amounts due under this Lease, County may pay the amount due and recover its cost in accordance with this Lease.

5.07 Late Charge. If County does not receive full Rent payment within fifteen (15) business days of the date due and Lessee has received notice of such, Lessee shall pay to County a late charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00), to defray the overhead expenses of County incident to the delay. This amount may be increased at Rent Re-valuation to reflect increased overhead costs, which shall be no more than the CPI increase.

5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.

(1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.

(2) If County pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse County for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to

reimburse the County timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in (1) above.

5.09 Referral to Collection Agency and Collection Agency Fees. If County does not receive full payment within thirty (30) days of the due date and upon Lessee's receipt of notice of such, County may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

5.10 No Accord and Satisfaction. County may accept payment in any amount without prejudice to County's right to recover the balance of the Rent or pursue any other right or remedy.

5.11 No Counterclaim, Setoff, or Abatement of Rent. Lessee shall pay Rent and all other sums without County providing prior notice or demand. Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement.

SECTION 6 – IMPROVEMENTS AND EQUIPMENT

6.01 New Improvements. Lessee shall obtain prior written approval from County for any Improvements that will be added to Communication Site Area thirty (30) days prior to installation or removal. Such approval shall not be unreasonably withheld, conditioned or delayed.

6.02 New Equipment. Lessee shall notify County of any Equipment that will be added to Communication Site Area thirty (30) days prior to installation of Equipment by submitting a revised site plan for County review.

6.03 Equipment Identification. All equipment at the Facilities Area shall be identified with a FCC and/or National Telecommunications and Information Administration (NTIA) issued license. If the equipment is unlicensed the equipment shall be labeled with transmit and receive frequencies.

6.04 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

6.05 County's Repairs. County shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about Lease Area, or any part thereof, during the Term.

6.06 Plan of Operations. Except in the case of Emergency, thirty (30) days prior to any Work by Lessee, Lessee shall meet with County to develop a written Plan of Operations (**"Plan of Operations"**). Noncompliance with these requirements shall constitute a breach of this Lease and may result in County suspending operations until the breach is remedied.

Lessee shall conduct all Work pursuant to a written Plan of Operations approved in advance by County, which consent shall not be unreasonably withheld. The Plan of Operations shall be consistent with the Survey, and Site Plan. Any change in approved operations shall require a written change in the Plan of Operations and must be approved in advance by the County.

The Plan of Operations shall be consistent with and not interfere with rights of third parties affecting Lease Area, which arose prior to the Original Lease and must comply with all applicable federal, state, county, and other local regulations. The Plan of Operations shall address any activity deemed relevant by County, which shall be at County's sole discretion,

County may deny consent or impose additional conditions reasonably intended to protect and preserve Lease Area, including if Work is for removal of Improvements at the end of the Term.

6.07 Work.

(1) Modifications to Work may result in County, at its sole discretion, requiring an updated Site Plan.

(2) At the end of the Term of this Lease, County may waive removal of some or all Lessee-Owned Improvements.

(3) Prior to Work, Lessee will employ a utility locator service, at no cost to County, to check Communication Site Area for buried utilities.

(4) Before completing Work, Lessee shall remove all debris and restore Lease Area to an orderly and safe condition. If Work is intended for removal of Improvements at the Termination Date, Lessee shall restore Lease Area in accordance with this Lease.

(5) Emergency Work. All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain County's

consent prior to commencing such necessary Work, but shall give County notice thereof as soon as is reasonably possible thereafter.

(6) Electrical Power. Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to County's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(7) County may impose additional conditions reasonably intended to protect and preserve Lease Area if the Work is for removal of Improvements at the end of the Term of this Lease.

6.08 Minor Modifications Authorized. Lessee may make minor modifications or alterations to Lease Area and Lessee-Owned Improvements as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. County acknowledges that Lessee need not obtain County's consent before making minor modifications to the Lease Area and Lessee-Owned Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment (excluding antennas and dishes) located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security systems and other similar work located solely within the Facility Use Area. Nothing herein shall permit Lessee to expand Lease Area.

6.09 Government Approvals. Prior to performing any installation or construction work within Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. County agrees to complete County's portion of the Government Approvals.

6.10 Third-Party Use. Upon County's request, Lessee shall allow third parties to access utility service to install new and maintain existing service and may reasonably condition such consent. Third parties shall own and have responsibility for the new utilities, unless owned by a utility provider.

6.11 Emergency Action.

(1) **Fire.** If Lessee has actual knowledge of a wildfire occurring on or near Lease Area, Lessee shall immediately report such fire to emergency response authorities by calling 911 and to State, by calling (800) 562-6016 and shall make its on-site

equipment available to help suppress or contain the fire. Lessee is authorized, but not required, to take action reasonably necessary to protect persons and property.

(2) **Non-Fire Emergencies.** In the event of an emergency (other than fire) requiring immediate action to protect person or property other than fire, Lessee may take reasonable corrective action without prior notice to County. Lessee shall notify County the same business day for non-fire emergencies occurring on a business day and the next available business day for non-fire emergencies occurring after hours, weekends, and holidays. Lessee shall notify the Whatcom County Parks & Recreation Department at (360) 778-5850, and in writing, within five (5) business days after the emergency occurs, to the address indicated in this Lease, of any corrective action taken.

SECTION 7 - INTERFERENCE

7.01 Lessee Electronic Interference. County hereby acknowledge and agree that as of the latter signature date of this Lease, Lessor has no knowledge of interference by Lessee. Lessee warrants that its use of Communication Site Area now and in the future will not cause Electronic Interference. Upon receipt of an Interference Notice from County, Lessee shall immediately take remedial action to eliminate interference caused by Lessee's operations in violation of the terms of this Section.

Lessee shall take all measures necessary to eliminate the interference within forty-eight (48) hours after receipt of the Interference Notice. Lessee shall notify County within twenty-four (24) hours of resolving Electronic Interference.

7.02 County's Electronic Interference. County will provide no Electronic Interference protection during the Term of this Lease. County shall not be responsible for enforcing the FCC's rules, regulations, and licenses, and makes no warranty of electronic noninterference during the Term of this Lease

7.03 County's Physical Interference. County is not responsible for Physical Interference on County-owned lands.

7.04 Cooperation. Upon receipt of an Interference Notice by the other party, County and Lessee shall reasonably cooperate to resolve Electronic Interference or to identify resolutions to Physical Interference.

SECTION 8 - ACCESS ROADS AND ROAD MAINTENANCE

8.01 Road Repair. Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused through the operations of Lessee, including Permittees, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify County within five (5) business days of any damage to the road caused by Lessee and Permittees. Upon notification by County of Lessee-caused damage, Lessee shall provide County with a plan for the repairs within fifteen (15) days.

8.02 Road Maintenance and Repair.

(1) County shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.

(2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by County; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and 00/100 Dollars ($5,000.00) without Lessee's prior written consent (**"Max Fee"**).

(3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, County reserves the right to not repair the road, and in such case County shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

SECTION 9 - SPECIAL REQUIREMENTS

9.01 Fire. Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include ensuring all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with all requirements of the Forest Protection Act (Chapter 76.04 RCW) and its implementing regulations (Chapter 332-24 WAC).

In addition to any liability for negligence, Lessee shall reimburse County for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires caused by Lessee or Lessee's Permittees, even if not attributable to negligence by Lessee or its Permittees; provided, however, Lessee shall not be liable for such damages and costs resulting from acts of nature or acts beyond the control of Lessee and its Permittees.

9.02 Hazardous Substances.

(1) Prohibited Activities. Lessee shall not keep on or about Lease Area any Hazardous Substance unless both of the following applies:

(a) The Hazardous Substance is necessary to carry out Lessee's Permitted Use under this Lease; and

(b) Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of Hazardous Substances.

(2) Lessee shall immediately assume responsibility for a Hazardous Substance release (spill) caused by Lessee on or adjoining Lease Area. Responsibility includes, but is not limited to the following:

(a) Immediately notify all necessary emergency response agencies, as required under federal, state, and local laws, regulations, or policies.

(b) Follow emergency response agency notifications and notify County of all spill releases, and Lessee actions completed for spill reporting, and Lessee's actions planned or completed toward spill cleanup as provided in this Lease for Non-Fire Emergencies. At Lessee's sole expense, conduct all actions necessary to mitigate the spill release.

(c) Other than performing initial emergency response cleanup and containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on Lease Area and County Land, in coordination with regulatory agencies and County.

(d) Be familiar with all necessary Hazardous Substance spill release notification and response mitigation requirements in advance of conducting Lessee operations on Lease Area.

(3) Lessee shall immediately notify County of any of the following:

(a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;

(b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;

(c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;

(d) On request, Lessee shall provide copies to County of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.

(4) Indemnity. Lessee shall be fully and completely liable to County, and, to the extent permitted by law, shall indemnify, defend, and save harmless County and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs arising from Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's Permittees and for any breach of this Section.

(5) Notwithstanding the foregoing or any other provision in this Agreement, Lessee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the execution of the Original Lease, or that otherwise does not result from the activities of Lessee.

9.03 Weed Control. Lessee shall control weeds and vegetation on Lease Area. Weed control shall be approved in writing by County prior to beginning such activities.

9.04 Habitat Conservation Plan (HCP). Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (Incidental Take Permit No. PRT-81251 and Permit No. 1168 shall be collectively referred to as ITP). As long as the Habitat Conservation Plan remains in effect, Lessee and Lessee's Permittees shall comply with the terms and conditions set forth in Exhibit H while operating on Lease Area.

9.05 Snow Plowing. Snow plowing shall be permitted only upon County's written consent, which shall not be unreasonably withheld, conditioned, or delayed.

SECTION 10 – ASSIGNMENT

10.01 Assignment. Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and any Lessee-Owned Improvements, and may make a conditional assignment of this Lease and the Lessee-Owned Improvements to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as **"Secured Parties"**).

(1) Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:

(a) any conditional assignment of this Lease to a Secured Party as described in Section (10.1) above:

(b) any license or sublease of a portion of the Communication Site Area and the Tower Facilities in the ordinary course of Lessee's business:

(c) an assignment or sublease to an affiliate entity of Lessee; or

(d) an assignment to an entity in the business of developing or owning telecommunications towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's, unless otherwise approved in writing by the County.

(2) Any License, sublease or assignment by Lessee of its right under this Lease which is not set forth in (a) – (d) above shall require the consent of the Lessor, which consent shall not be unreasonably withheld, delayed and/or conditioned.

10.02 No Waiver of Right to Consent. The consent of County to any one assignment shall not constitute a waiver of County's right to consent to subsequent assignments, nor shall consent of County to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease that arose before the effective date of the assignment. The acceptance by County of the payment of Rent following an assignment shall not constitute consent to any assignment, and County's consent shall be evidenced only in writing.

10.03 Name Change. If Lessee changes its name, Lessee shall provide County with legal documentation of the name change within sixty (60) days of the effective date of the change.

SECTION 11 - INDEMNITY AND INSURANCE

11.01 Indemnity (Assumption of Liability) and Insurance. From and after the Commencement Date of this Lease, Lessee shall indemnify, defend and hold harmless County, its employees, officers, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, alleged or arising out of the use, occupation, or control of Lease Area by Lessee and its Permittees except as may arise out of the willful or sole negligent acts or omissions of County or County's elected officials, employees, agents, servants, contractors and sublessees. In case of damages caused by the concurrent negligence of Lessee, its permittees, successors, subcontractors, it successors or assigns, or its agents, servants, or employees and the Lessor, it appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees. Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless County and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Lease.

11.02 Insurance.

(1) Required. Lessee shall, at all times during the Term of this Lease at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Lease at County's option. Lessee shall require all require all contractors and subcontractors to obtain and maintain substantially the same coverage as required of Lessee. Failure by the County to confirm compliance with the Lessee's insurance requirements shall not be considered a waiver or acceptance of Lessee's insurance obligations.

(2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better, in the most recently published edition of *Best's Report*. Any exception shall be reviewed and approved by the County's Risk Manager before the Commencement Date. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

(3) Notice of Cancellation. Upon receipt of notice from its insurer(s) Lessee shall provide the County with thirty (30) days' prior written notice of cancellation of any required coverage.

(4) Certificate of Insurance and Endorsements. Before beginning operation, Lessee shall furnish County with a certificate(s) of insurance and blanket additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Lease. The certificate of insurance shall reference Whatcom County and its officials and employees, Whatcom County Parks & Recreation Department, and the Agreement Number.

INSURANCE TYPES & LIMITS: The limits of insurance, which, upon prior written notice to, review and acceptance by Lessee, may be increased by County, as deemed necessary, shall not

be less than as follows, and all limits hereunder can be met by a combination of primary and umbrella/excess policies:

Commercial General Liability (CGL) Insurance: Lessee shall purchase and maintain commercial general liability insurance with a limit of $2,000,000 per occurrence and $4,000,000 general aggregate including premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary with limits of $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, $1,000,000 disease policy limit.

Commercial Automobile Liability Insurance: Lessee shall purchase and maintain commercial automobile liability insurance with a combined single limit of $1,000,000 each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles and shall include contractual liability coverage. Lessee waives all rights of subrogation against County for the recovery of damages to the extent they are covered by commercial auto liability .

Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against County for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability or automobile liability insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.

Builder's Risk Insurance:

(a) During the period construction is in progress and until completion of the project and acceptance by County, any contactor or subcontractor of Lessee shall buy and maintain, or shall cause its contractors to buy and maintain, in force builder's risk insurance on the entire Work. Such insurance shall be written on a completed value form and in any amount equal to the value of the completed building, subject to subsequent modifications to that sum. The insurance shall be written on a replacement cost basis. This insurance shall name as insured Whatcom County, Whatcom County Parks & Recreation Department, Lessee, and all subcontractors and sub-subcontractors in the Work.

(b) Insurance required in this subsection 11.02(a) above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse.

(c) Insurance required in this subsection 11.02(a) above shall cover the entire Work at Lease Area, including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from Lease Area but intended for use at Lease Area, and shall also cover portions of the Work in transit.

(d) The policy shall include as insured property scaffolding, false work, and temporary buildings located at Lease Area. The policy shall cover the cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(e) The responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of Lessee or its contractor(s), as applicable. If any part of any loss is not covered because of the application of a deductible such loss will be paid by Lessee or its contractor(s), as applicable.

Pollution Legal Liability Insurance:

(a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:

(i) $2,000,000 each occurrence for Lessee's operations at the Lease Area and $4,000,000 general aggregate or policy limit, if any.

(b) Such insurance may be provided on an occurrence or claims-made basis. If such policy is provided on a claims-made basis the limit shall be $4,000,000 per claim and aggregate.

(c) Whatcom County, Whatcom County Parks & Recreation Department, its officials, and employees, shall be included as additional insureds as their interest may appear under this Agreement by endorsement on the pollution legal liability insurance policy.

ADDITIONAL PROVISIONS:

Additional Insured, Primary and Noncontributory: Whatcom County, Whatcom County Parks & Recreation Department, its officials and employees shall be included as additional insureds as their interest may appear under this Agreement by endorsement on all commercial general liability, commercial automobile liability and pollution liability insurance policies required or maintained pursuant to this Lease. Lessee's insurance shall be primary and County's noncontributory.

Self-Insurance: In lieu of the coverage required under this Section 11, County shall accept evidence of self-insurance by Lessee, provided Lessee provides a statement by a Certified Public Accountant or actuary that demonstrates, to the reasonable satisfaction of County, that Lessee's financial condition is adequate to self-insure any of the required insurance coverage. Lessee must describe its financial condition and the self-insured funding mechanism. County may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section.

Waiver: Lessee waives all rights of subrogation against County for recovery of damages to the extent these damages are covered by insurance policies required or maintained pursuant to this Lease.

Coverage Limits: Coverage limits shall be the limits identified in this Agreement.

Occurrence Based: All insurance shall be occurrence based unless stated otherwise.

Subcontractors: Lessee's contractors and subcontractors shall include the County as an additional insured, provide primary insurance coverage and waiver of subrogation with County's insurance non-contributory.

SECTION 12 - DAMAGE OR DESTRUCTION

12.01 Force Majeure. County's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of

County or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics, or labor strikes.

12.02 Notice and Repair.

(1) Notice to County. In the event of damage to or destruction of Lease Area or Improvements located within Lease Area, Lessee shall give written notice to County within fourteen (14) business days. County does not have actual knowledge of the damage or destruction without Lessee's written notice.

(2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee and Permittees. Lessee shall reconstruct, repair, or replace such damaged portions of Lease Area and Improvements on Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

12.03 County's Claim. County does not waive any claims for damage or destruction of Lease Area unless County provides written notice to Lessee of each specific claim waived.

12.04 Insurance Proceeds. Lessee's duty to reconstruct, repair, or replace any damage or destruction of Lease Area or any Improvements on Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Insurance Section.

12.05 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.06 Default at the Time of Damage or Destruction. If Lessee is in default under the terms of this Lease at the time damage or destruction occurs, County may elect to terminate the Lease and County then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

12.07 County's Remedy. If Lessee fails to remedy the condition of Lease Area in a timely manner, County may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by County, Lessee shall pay all costs of County's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with County's remedy.

12.08 Debt to County. If County must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to County. Lessee shall pay within thirty (30) days of demand by County. Notwithstanding, the foregoing, County must notify Lessee within one (1) year of any such debt occurring, and any claim not made within the prescribed time period shall be deemed satisfied and unenforceable against Lessee.

SECTION 13 - CONDEMNATION

13.01 Termination Upon Complete Taking. If all of Lease Area is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation.

13.02 Termination Upon Partial Taking. If any part of Lease Area is so taken and, in the opinion of either County or Lessee, it is not economically or functionally feasible to continue this Lease in effect, either Party may terminate this Lease. Such termination by either Party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, or the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

13.03 Continuation Following Partial Taking. If part of Lease Area is taken and neither County nor Lessee elects to terminate this Lease, or until termination is effective, as the case may be, Rent shall be abated in the same proportion as the portion of Lease Area so taken bears to the whole of Lease Area when the proportion calculated amounts to Two Thousand Dollars ($2,000) or more. In no case shall Rent be less than Two Thousand Dollars ($2,000); this minimum amount shall be increased by 5 percent (5%) every year after the Commencement Date.

13.04 Relocation. In the event of either a complete taking or a partial taking through condemnation, County will cooperate with Lessee to attempt to reasonably relocate part or all of Lease Area.

13.05 Damage Award. All damages awarded for the taking or damaging of all or any part of Lease Area, or County Owned improvements thereon, shall belong to and become the property of County, and Lessee hereby assigns to County any and all claims to such award. However, County shall not claim any interest in or to Personal Property or authorized Improvements. To

the extent not inconsistent with this Section, Lessee may, on its own behalf, make a claim to the condemnation authority for losses related to its equipment, relocation costs, business interruption costs, damages, and losses in any condemnation.

SECTION 14 - DEFAULT

14.01 Default Defined. Lessee is in default of this Lease on the occurrence of any of the following:

(1) Failure to make payments when due;

(2) Failure to comply with applicable law, regulation, or order of any lawful governmental authority;

(3) Failure to comply with any provision of this Lease;

(4) Effective date of bankruptcy proceedings by or against Lessee or the appointment of a trustee or receiver of Lessee's property; or

(5) Involuntary assignment by operation of law.

14.02 Right to Cure.

(1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following County's written notice of default. Upon an Event of Default, County may seek remedies under this Lease.

(2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults.

(3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, County will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to County a cure schedule within thirty (30) days of Lessee's receipt of a notice of default. The default is not an Event of Default if County approves the schedule and Lessee works diligently and in good

faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

(4) Repeated Defaults. Should repeated defaults occur, County may elect to deem a default by Lessee as an Event of Default.

(5) In the case of a breach of any covenant or term hereof by the Lessor, the Lessor shall have all rights of notice and cure afforded Lessee in this Lease,

14.03 Remedies. The remedies specified under this Section 14.03 are not exclusive of any other remedies or means of redress to which County is lawfully entitled for Lessee's breach or threatened breach of any provision of this Lease.

(1) Remove Lessee. Upon an Event of Default, County may terminate this Lease and remove Lessee by any remedy at law.

(2) County's Entry to Restore. If the Event of Default (1) arises from Lessee's failure to comply with restrictions on Permitted Use and operations under Section 2.01 (Permitted Use of Communication Site) or (2) results in damage to natural resources or Lease Area, County may enter Lease Area without terminating this Lease to (i) restore the natural resources or Lease Area and charge Lessee restoration costs and/or (ii) charge Lessee compensatory damages. On demand by County, Lessee shall pay all costs and damages.

(3) County's Right to Relet. Upon an Event of Default, if County terminates this Lease, County shall have the right to relet Lease Area.

SECTION 15 - NOTICE

15.01 Designated Contact. Formal notices, required or desired, shall be in writing and delivered personally or by messenger or sent by USPS certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

Billing invoices and other Rent matters will be sent to the "Primary Contact" only.

County Contact:

Director
Whatcom County Parks & Recreation Department
3373 Mount Baker Highway
Bellingham WA 98226
(360) 778-5850

Lessee Primary Contact:

Cellco Partnership
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

American Tower
Attn: Land Management
10 Presidential Way
Woburn MA 01801

15.02 Change in Contact. Each Party shall notify the other Party within fifteen (15) business days of any change of address, business name, contact person's name, or other changes that may affect this Lease.

15.03 Date Received. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon date of delivery as indicated on the return receipt.

SECTION 16 – GENERAL PROVISIONS

16.01 Non-waiver. Waiver by either Party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

16.02 Liens. Lessee shall not suffer nor permit any lien to be filed against Lease Area or Lessee's leasehold interest in Lease Area, (excluding Personal Property by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease. If any such lien is filed against Lease Area or Lessee's leasehold interest, (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease, Lessee

shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by County. Lessee shall indemnify County for any costs, damages, or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages, or expenses were incurred prior or subsequent to the Termination Date.

16.03 Preservation of Markers. Any legal land subdivision survey corners, reference points, or monuments are to be preserved. If such are destroyed or disturbed by Lessee or Lessee's Permittees, Lessee shall reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards at their own expense. Corners, reference points, or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State of Washington, Department of Natural Resources prior to removal of said corners, reference points, or monuments.

16.04 Proprietary Information/Public Disclosure. Any materials and other written and electronic records submitted by Lessee to County, or produced or utilized by the County or jointly by Parties for this Lease, may be or are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. County will consider Lessee's request for exemption from disclosure; however, County will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, County will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to County fulfilling the public records request. Lessee is liable for any costs, fees, or judgement for failure to release records to the County which are deemed subject to disclosure under the Public Records Act if records were within or in the control or possession of the Lessee and were not provided as required by the Public Records Act.

16.05 Exhibits. This Lease is subject to the terms and conditions of Exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

List of Exhibits

"A" Depiction of Communication Site Area and Utility Area
"B" Lessee-Owned Improvements
"C" Depiction of Road Access Area
"D" Legal Description of County Land
"E" Memorandum of Lease
Attached Exhibit E-1
"F" Surrender of Leasehold
"G" Rent Calculation
"H" Requirements of the Habitat Conservation Plan

16.06 Nondiscrimination. Lessee and County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, or local laws applicable to County's Parcel, including, without limitation, Chapter 49.60 RCW. Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements between the Parties.

16.07 Severability. The invalidity of any provision of this Lease shall not affect the validity of the remaining provisions.

16.08 Authority. Lessee and the person or persons executing this Lease on behalf of Lessee represent that Lessee is qualified to do business in the state of Washington, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon County's request, Lessee shall provide evidence satisfactory to County confirming these representations.

16.09 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

16.10 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous

agreements, promises, representations, and statements relating to this transaction or to Lease Area.

16.11 Time Is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.12 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Whatcom County, Washington.

16.13 Attorney Fees. Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease with the exceptions for Hazardous Substances, Indemnity (Assumption of Liability) and Insurance, and Liens.

16.14 Headings. The headings in this Lease are for convenience only and shall not limit, enlarge, or affect the scope and intent of the provisions of this Lease.

16.15 Interpretation. This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

16.16 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

16.17 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.18 Survival. Any obligations of Lessee not fully performed upon termination of this Lease do not cease but continue as obligations of the Lessee until fully performed.

16.19 Safety. Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Lease. Each party represents and warrants to the other that the execution and delivery of the Lease and the performance of such party's obligations hereunder have been duly authorized and that the Lease is a valid and legal agreement binding on such party/entity and enforceable in accordance with its terms.

Signed this ___day of _____, 20__

SIGNATURE PAGES FOLLOW

Cellco Partnership d/b/a Verizon Wireless
By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact
UBI no. 602057104

Signature

Name: Carol Maxime

Title: Senior Counsel, US Tower

3/13/2020

Address: 10 Presidential way
City/State: woburn, MA
Zip: 01801
Phone:

STATE OF massachusetts
ss
COUNTY OF middlesex

On this 16 day of march, 2020, before me, the undersigned Notary Public, personally appeared carol maxime, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

RICHARD P. PALERMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

Name (Print)
NOTARY PUBLIC, in and for the State of massachusetts, residing at Lynnfield, MA
My Commission expires

Approved as to Form:
WHATCOM COUNTY

Whatcom County Executive

Michael McFarlane, Director
Parks & Recreation Department

Approved as to Form:

Senior Deputy Prosecuting Attorney

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State of Washington, residing at Bellingham
My Commission expires:

EXHIBIT A
DEPICTION OF COMMUNICATION SITE AREA AND UTILITY AREA

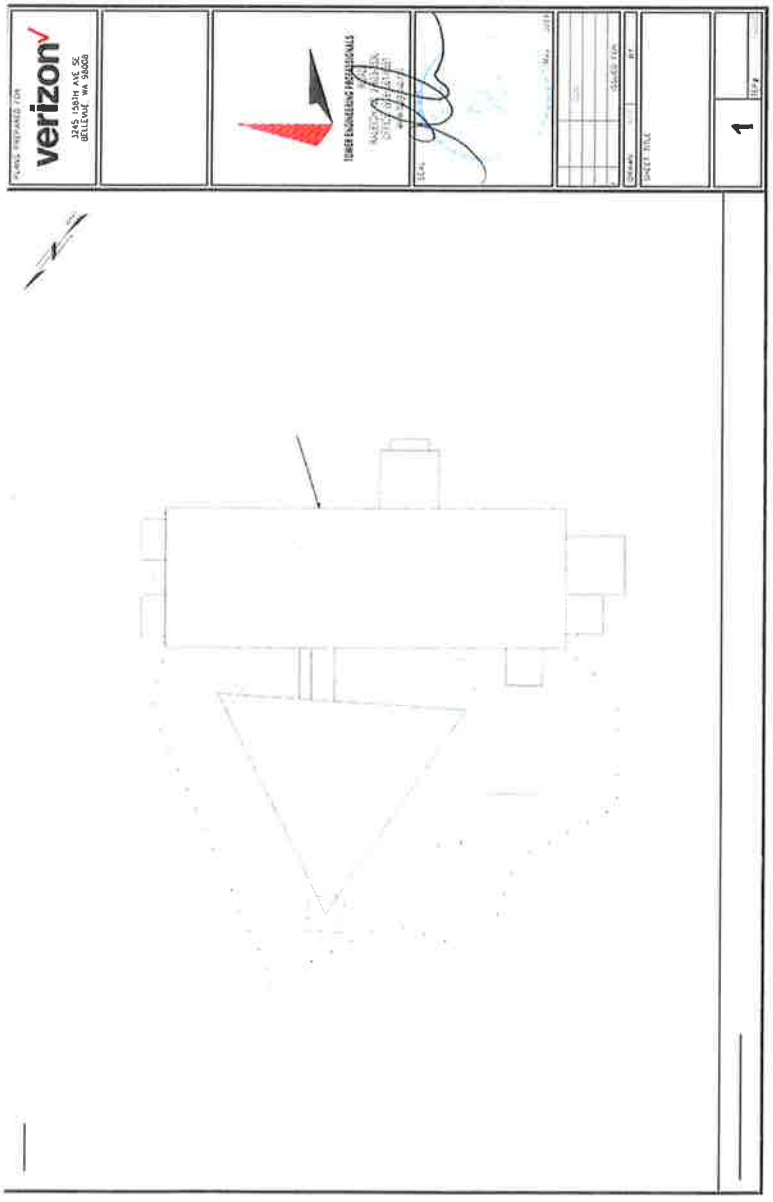


EXHIBIT B
LESSEE-OWNED IMPROVEMENTS

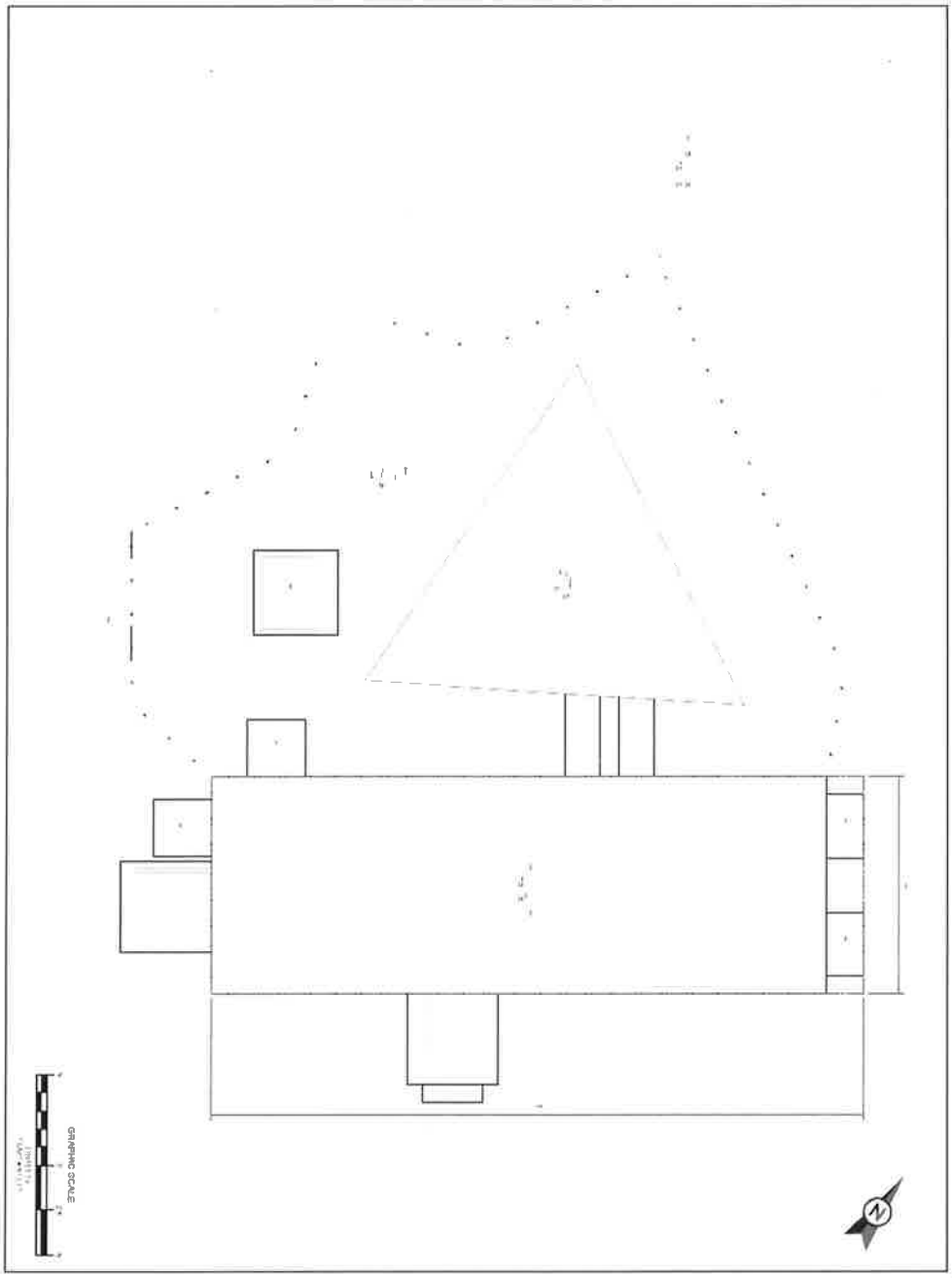
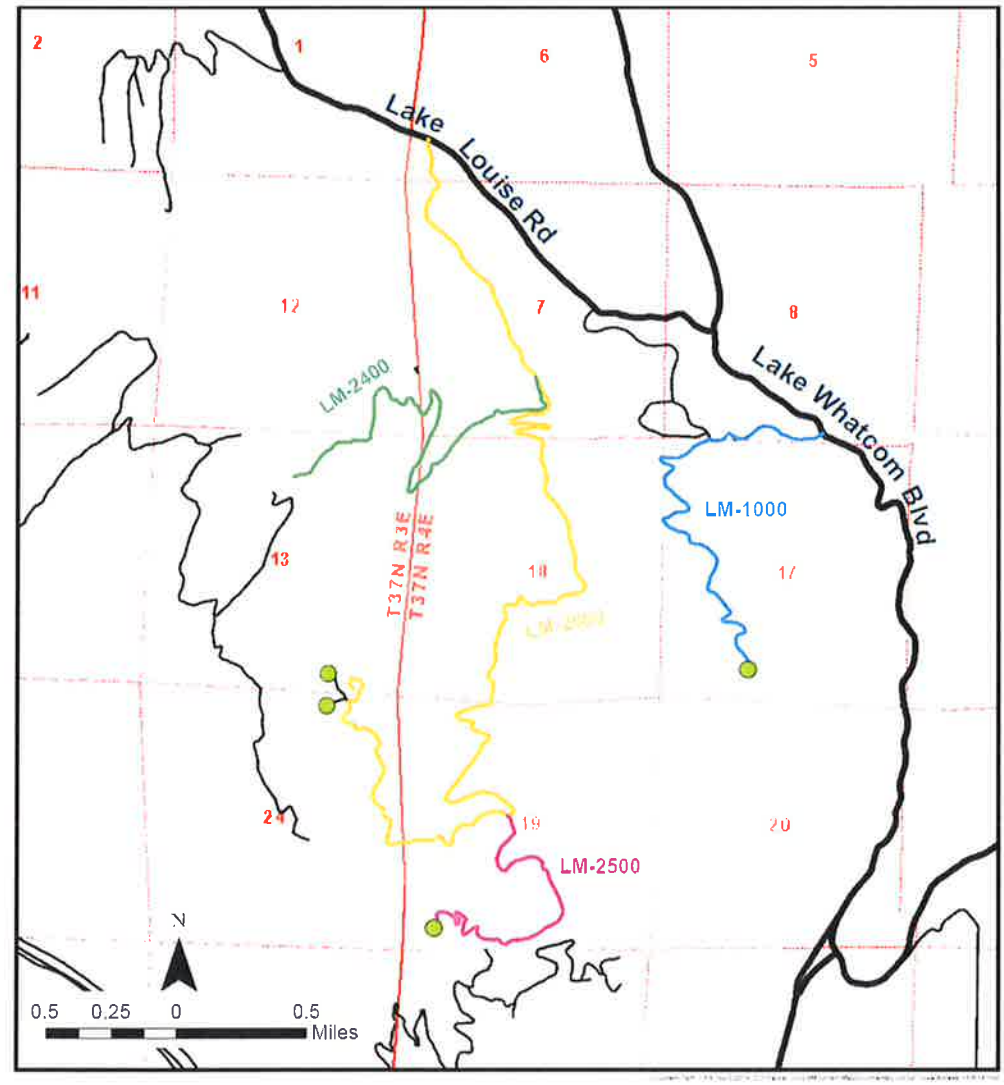


EXHIBIT C
DEPICTION OF ROAD ACCESS AREA

Lookout Mountain Forest Preserve - Tower Access

Township 37 North. Range 3 East and Township 37 North. Range 4 East. W.M.. Whatcom County



Lookout Mountain Forest Preserve Boundary
Tower
Paved Road

Forest Road
LM-2000
LM-2400
LM-2500
Other
LM-1000

PLSS
Range Line
5 Section

Road access granted on LM-2000 and LM 2500

EXHIBIT D
LEGAL DESCRIPTION OF COUNTY LAND

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57' E a distance of 50.00 feet;
Thence S 89°26'03" E a distance of 50.00 feet;
Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

Return to:

_____
Attention: _____
Re: _____ Lease
Address: _____
_____

MEMORANDUM OF LEASE- EXHIBIT E

Lessor:	Whatcom County
Lessee:	Cellco Partnership d/b/a Verizon Wireless
Abbreviated Legal Description:	_____
Assessor's Tax Parcel ID#:	_____
Recording Numbers of Prior Recorded Documents:	(Add AFN for Survey)
County:	State:

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between **Whatcom County, acting by and through its Parks & Recreation Department** having offices for the transaction of business at 3373 Mount Baker Highway, Bellingham. Washington 98226 (hereinafter referred to as "**Lessor**") Cellco Partnership d/b/a Verizon Wireless (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Communications Site Land Lease Agreement ("**Lease**") on the _____ day of _____, 2020, on file with the Whatcom County Parks & Recreation Department in Bellingham, Washington under contract number _____. Lessor grants to Lessee a lease for a communication site, access to the site and rights to install utilities to serve the site. All of the foregoing is set forth in the Lease.

2. The term of this Lease is twenty (20) years, beginning on the April 1, 2022, and ending on the March 31, 2040 unless terminated earlier by Lessee or Lessor under the terms of the Lease.

3. The land being leased, the access being granted and the utility rights granted to Lessee are legally described in that survey recorded in Whatcom County on _____ under Auditor's File Number _____.

4. Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Lease Area (as defined in the Lease), all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

Whatcom County, acting by and through the County Executive

By: _____
Print Name:_____
It's: County Executive_____
Date: _____

COUNTY ACKNOWLEDGEMENT

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that Satpal Sidhu is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Notary Signature: _____
Printed Name: _____
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

EXHIBIT E-1
to the MEMORANDUM OF LEASE

The Legal Description of the real property on which Lessee's leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Whatcom County on 5/23/88 under Auditor's File Number 1603153, and includes all of the following:

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57' E a distance of 50.00 feet;
Thence S 89°26'03" E a distance of 50.00 feet;
Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

Cellco Partnership d/b/a Verizon Wireless
By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

By: Carol Maxime
Print Name: Carol Maxime
Its: Senior Counsel, US Tower
Date: 3/13/2020

LESSEE ACKNOWLEDGEMENT

STATE OF massachusetts
) ss
COUNTY OF middlesex

On this 16 day of march, 2020, before me, the undersigned Notary Public, personally appeared Carol matime, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature:
Printed Name: Richard P. Palermo
Notary Public in and for the State of massachusetts
residing at: Lynnfield, MA
My appointment expires:

RICHARD P. PALERMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

EXHIBIT F
SURRENDER OF LEASEHOLD

To the Director of Parks & Recreation:
_____ is presently the "Lessee" under that certain COMMUNICATION SITE LAND LEASE, Agreement No. _____ ("Lease"), with the Whatcom County, acting by and through the Parks & Recreation Department, as the "Lessor," for use of a portion of that certain real property known at the _____ Communication Site, in Whatcom County, State of Washington, which real property is more specifically identified in that certain Memorandum of Lease ("MOL") recorded in the _____ County Auditor's Office on _____, 2020, as Document Number _____ _____.

Lessee hereby notifies Lessor of Lessee's intent to terminate the Lease, the effective termination date for which shall be one hundred eighty (180) days after the date Lessor receives this notice. Concurrently with the effective termination date of the Lease, Lessee quitclaims and surrenders to Lessor any and all leasehold and other real property interests Lessee has in and to the real property identified in the MOL.

The reason for termination of the Lease and surrender of all real property interests is that Lessee no longer has need to use the_____ Communication Site.

[Insert Current Lessee Name]

Signed this __day of _____, 20___. _____
Name:_____
Title: _____

It is hereby ordered that the foregoing notice of termination and surrender be accepted and that certain COMMUNICATION SITE LEASE, Agreement No. _____, be canceled effective upon signature of the County Executive so noted.

WHATCOM COUNTY, acting by and through the
COUNTY EXECUTIVE

Signed this __day of _____, 20___. _____
Name:_____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature:_____
Print Name: _____
Notary Public in and for the State of _____,
residing at _____
_____.
My appointment expires: _____.

COUNTYS ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____day of _____, 20____, personally appeared before me Jack Louws, to me known to be the Executive of Whatcom County, who executed the within and foregoing instrument on behalf of Whatcom County, and acknowledged said instrument to be the free and voluntary act and deed of the County for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, residing at
_____.
My appointment expires: _____.

EXHIBIT G
RENT CALCULATION

Annual Rent: Adjusted to begin 4/1/22. As per Lease, to be increase 3%annually.

Item	Derivation	Annual Amount
Facility Site Area (up to 2,500 sq. ft.)	$22,801.86 includes base tenant Verizon Wireless (2019 rate) Rate adj. for 2022	$24,190.80
Each additional User (tenant)	$3,000 each	
Annual Road Use Fee	$1,000 (2019 rate) Rate adj. for 2022	$1,060.90
Each Additional Road user (tenant)	$250 ea.	
Leasehold Tax	12.84% /year (Verizon Pays Directly to WA State)	N/A
	Total:	**$25,251.70**

Additional Payment: Due upon lease approval by County

Item	Derivation	One Time Payment
Signing bonus	ATC letter of 4.19.19	$ 15,000
	Total:	**$15,000**

EXHIBIT H
REQUIREMENTS OF THE HABITAT CONSERVATION PLAN

1. Lessee shall immediately notify County of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within Lease Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silver spot butterflies. In all circumstances notification must occur within a 24-hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within Lease Area the Lessee shall immediately notify County. In all circumstances notification must occur within a 24-hour time period. Lessee may be required to take certain actions to help County safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by County.

3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the Whatcom County Parks & Recreation Office) in all correspondence and reports concerning Permit activities and any Forest Practices Applications.

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-254

File ID:	AB2020-254	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/12/2020	**Entered by:**	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	**File Type:**	Resolution Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	07/07/2020			**Enactment #:**	

Primary Contact Email: sbatdorf@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution authorizing Whatcom County to enter into a twenty-year communication lease agreement with PI Tower Development LLC for an existing tower site located at the Lookout Mountain Forest Reserve

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This proposed lease agreement with PI Tower Development LLC includes consideration for both Whatcom and Skagit Counties to utilize the tower via a rate fee structure and will be available for both public safety and commercial purposes.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memorandum, Resolution, Communications Tower Lease Agreement

WHATCOM COUNTY
Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-9097

Michael G. McFarlane, Director
Christ Thomsen, Operations Manager

MEMORANDUM

TO: County Executive Sidhu and Members of the County Council

FROM: Michael McFarlane, Director

DATE: June 10th, 2020

RE: PI Tower Development LLC Site Lease at Lookout Mountain Forest Preserve

---

Enclosed please find a communication tower lease agreement between PI Tower Development LLC and Whatcom County. This agreement is for an existing previously occupied tower site located at the Lookout Mountain Forest Preserve.

PI Tower Development has worked with Skagit County Emergency Management on a proposal to erect a communication tower to better service parts of Whatcom and Skagit Counties. The tower lease includes consideration for both counties to utilize the tower via a rate fee structure and will be available for both public safety and commercial purposes.

I am recommending approval of the agreement.

PROPOSED BY: PARKS & RECREATION
INTRODUCTION DATE:

RESOLUTION NO. _____

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A TWENTY-YEAR COMMUNICATION TOWER LEASE AGREEMENT WITH PI TOWER DEVELOPMENT LLC

WHEREAS, in January 2014, the State of Washington through the Department of Natural Resources conveyed to Whatcom County, land which contained three (3) Commercial Communication Tower Lease sites with existing established towers; and

WHEREAS, Whatcom County Code 1.10.410 requires Council to determine if a lease may be awarded by private negotiation with interested parties; and

WHEREAS, the tower lease sites are located on Lookout Mountain and are remote and do not impede or impact public recreation or any other County purpose; and

WHEREAS, the established communication towers are a substantial company expenditure and commitment and long-term leases are necessary in this industry; and

WHEREAS, one of the sites is vacant and PI Tower Development LLC has requested to lease the vacant site to erect a new tower; and

WHEREAS, PI Tower Development LLC has requested a 20-year lease agreement; and

WHEREAS, the new communication tower lease contains updated lease provisions from the prior leases, including lease rate increases, an annual three (3) % increase, road maintenance fees and five-year rate reviews; and

WHEREAS, the communication tower lease shall be by private negotiation with the PI Tower Development LLC

NOW, THEREFORE, BE IT RESOLVED that the communication tower lease proposed by Parks & Recreation Department be awarded through private negotiation with interested parties.

BE IT FURTHER RESOLVED, that the Council approves the proposed tower lease with PI Tower Development LLC.

ADOPTED this _____ day of _____, 20____.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

_____
Civil Deputy Prosecutor

_____
Satpal Singh Sidhu, County Executive

( ) Approved ( ) Denied

Date Signed: _____

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks & Recreation
Division/Program: *(i.e. Dept. Division and Program)*	Administration (8010)
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	PI Tower Development LLC

Is this a New Contract? Yes ◉ No ○ If not, is this an Amendment or Renewal to an Existing Contract? Yes ○ No ◉
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions 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, Whatcom County grant contract number(s): _____

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

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $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):
$ 7,200 annually

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Twenty-year communication tower site lease to PI Tower Development LLC. Site located at the Lookout Mountain Forest Preserve.

Term of Contract: 20-Years	Expiration Date: April, 2040

Contract Routing:

1. Prepared by:	Michael McFarlane	Date: 3/24/20
2. Attorney signoff:	(SW)	Date: 4/27/20
3. AS Finance reviewed:	bbennett	Date: 5/1/20
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 04/11/19

COMMUNICATION SITE LAND LEASE

Agreement No. _____ Lessee's Reference No. PIWA056

THIS COMMUNICATION SITE LAND LEASE WITH UTILITIES (**Lease**) is made by and between WHATCOM COUNTY, a political subdivision of the State of Washington, acting by and through its Parks & Recreation Department (**County/Lessor**), and PI TOWER DEVELOPMENT LLC (UBI 603588613) (**Lessee**).

SECTION 1 – DEFINITIONS

1.01 "Agreement Number." County's identification number assigned to this Lease.

1.02 "Anniversary Date." The annual date established by the Rent Commencement Date and on which Rent is due.

1.03 "Communication Site Area." That area labeled as "Communication Site Area" on the Survey and Site Plan (both defined below), which includes, but is not limited to, the Facility Use Area, dedicated parking areas and Access, as applicable.

1.04 "Communication Site Facilities." Towers, structural tower base(s), one or more buildings, generator(s), and fuel storage tank(s) and other Improvements as described and pre-approved in the Lessee's Survey and Site Plan.

1.05 "Commencement Date." The mutually agreed upon date on which the lease is effective.

1.06 "County Owned Improvements." Improvements made or owned by County as shown on the Site Plan.

1.07 "Emergency." An event posing an imminent threat of bodily injury, property damage, or critical equipment failure.

1.08 "Electronic Interference." Harmful transmission of radio wave frequencies that disrupt transmission and receipt of radio waves and includes interference as defined by the Federal Communications Commission (**FCC**).

1.09 "Equipment." All electronic equipment placed on and within the Improvements located on the Facility Use Area. This includes, but is not limited to, antennas, equipment cabinets, Radio Units (defined below) and backup power batteries. Equipment is personal property and shall at no time be deemed a fixture to the real property on which it is located.

1.10 "Facility Use Area." That certain area of the Communication Site Area identified on the Survey and Site Plan.

1.11 "Government Approval." All necessary federal, state, and local licenses, permits, and approvals.

1.12 "Hazardous Substance(s)." Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.

1.13 "Improvements," consistent with RCW 79.02.010(8), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.

1.14 "Interference Notice." Written notification by Lessee to County of Electronic Interference on the Communication Site Area potentially arising from County-managed lands; and written notification by County to Lessee regarding Electronic Interference on County-managed lands potentially arising from Communication Site Area.

1.15 "Lease Area." That area described on the Survey inclusive of Communication Site Area, Utility Area, and Road Access Area.

1.16 "Lessee." Party holding a possessory interest in real or personal property under this lease.

1.17 "Lessee-Owned Improvements." Are Improvements authorized by County, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from County, a prior tenant or a Permittee.

1.18 "Party(ies)." County and Lessee may jointly be referred to herein as the "Parties" or individually, a "Party."

1.19 "Permittees." Lessee's employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.

1.20 "Personal Property." Items that can be removed from the Lease Area and Improvements without (a) injury to the Lease Area or Improvements or (b) diminishing the value or utility of Lease Area or Improvements.

1.21 "Physical Interference." Natural or man-made objects that cause physical obstruction to Lessee's use of Communication Site Area.

1.22 "Radio Unit." A radio transmitter and/or receiver.

1.23 "Road Access Area." That certain area of the County's Land identified on the Survey and Site Plan.

1.24 "Site Plan." That certain site plan named PIWA056 WA-Bellingham – South Lookout dated March 23, 2018 on file with Whatcom County, under the Agreement Number for this Lease.

1.25 "Survey." The certain Record of Survey filed in Whatcom County on May 23, 1988 under Auditor's File Number **1603153**.

1.26 "Termination Date." The date this Lease expires, is cancelled, or terminated.

1.27 "Unauthorized Improvements." Improvements made on Lease Area without County's prior consent or Improvements made by Lessee that do not conform to the Survey and Site Plan.

1.28 "Utility Area." That certain area of the County Land identified on the Survey and Site Plan.

1.29 "Work." Construction, reconstruction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements or roads.

SECTION 2 - CONVEYANCES

2.01 Conveyances.

(1) **Communication Site Area.** County hereby grants to Lessee an exclusive leasehold interest in the Communication Site Area generally described as and depicted in attached Exhibit A (Depiction of Communication site Area and Utility Area) and located within attached Exhibit D (Legal Description of County Land), and as depicted in the Survey and Site Plan referenced in this Lease. An exclusive leasehold is not granted to any other County owned property, which includes but is not limited to, common parking areas, non-exclusive utility services or areas, other tower sites, or as described in (2) and (3) below.

(2) **Utility Area.** County hereby grants to Lessee a non-exclusive right to use the Utility Area.

(3) **Road Access Area.** County hereby grants to Lessee a non-exclusive right to use the Road Access Area.

2.02 Access to Lease Area. Access to the Lease Area includes a nonexclusive right to use an existing road over and across the location shown on the map marked attached as "Exhibit C".

Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, unless access is closed due to damage or acts of nature which renders access unavailable until repaired. Access by Lessee and Permittees shall be for business purposes only.

2.03 Memorandum of Lease. At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached as Exhibit E and Exhibit E-1 with the Whatcom County Auditor's Office. Lessee shall provide County with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, County may record it and Lessee shall reimburse the costs of recording within sixty (60) days of County's demand.

2.04 Reservations by County.

(1) County reserves for itself, its successors, and assigns, the right at all times for any purpose to cross and re-cross the Lease Area at any place or grade; to grant easements and licenses over Lease Area; to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.

(2) County and its agents may enter the Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, County shall provide Lessee with at least ten (10) business days prior written notice prior to inspecting the Facilities Use Area to enable Lessee to arrange to accompany County. This clause shall not be construed to impose a duty to inspect.

(3) Lessee agrees to reserve adequate space and make accommodations for Whatcom and Skagit County's Emergency Management, Public Safety and Sheriff's Office transmission and receipt of wireless communication signals/radio needs at the premises. Lessee agrees to enter into separate agreements with those agencies/departments regarding use and rents of Lessee's premises and equipment. Failure or inability to accommodate the needs of the counties will result in and adjustment to the base rent.

2.05 Permittees. Conduct of Permittees will be deemed the conduct of Lessee.

2.06 Third-Party Interests. This Lease is subject to all valid interests of third parties noted in the records of Whatcom County and on file with the Whatcom County Parks & Recreation Department, Whatcom County Washington as of the Commencement Date. It is understood and agreed by the Parties that the Lessee's communication tower lease area is immediately adjacent to two (2) other communication towers that also lease county property and also utilize the access road as is roughly depicted in Exhibit C. This Lease is not intended to alter, adversely impact, or restrict the County in its current and future use of its property subject to the terms of this Lease.

2.07 Public Use. County is not responsible for public use that may impact the Lease Area.

2.08 Lessee Warranties. Lessee warrants that the Survey and Site Plan are true and accurate descriptions of the Lease Area and Improvements. County reserves the right to retroactively adjust rent to the date Lessee began using the area outside the Lease Area if, at any time, during the term of the Lease County discovers a discrepancy between Lease Area description and the area actually used by Lessee.

2.09 Inspection. Except as otherwise provided in this Lease, County makes no representation regarding the condition of the Lease Area, Improvements located on Lease Area, the suitability of the Lease Area for Lessee's intended use, compliance with governmental laws and regulations, availability of utility rights, or access to Lease Area. Except as otherwise provided in this Lease, Lessee accepts the Lease Area "AS IS."

2.10 County Warranties. County makes no warranty of quiet enjoyment of the Lease Area.

2.11 Existing Structures. On the Commencement Date, all buildings and other structures identified on the Site Plan and Survey located on the Lease Area shall become the property of Lessee, excepting third party utilities.

SECTION 3 - PURPOSE

3.01 Lease. Lessee shall have the right to use the Communication Site Area for the transmission and receipt of wireless communications signals. Lessee's permitted use includes constructing, installing, repairing, maintaining, upgrading, updating, removing, securing, and operating Equipment and Improvements as described in approved Survey and Site Plan.

3.02 Utilities. Lessee shall be permitted to use the Utility Area and Communication Site Area for installation, maintenance, repair, and use of underground and existing overhead power cables and conduits for underground power and fiber, as identified in the Site Plan. In the event that utilities or fiber are necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) and cannot be located within the easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities or fiber on other real property owned by Lessor, so long as there are no additional costs to Lessor and County property is not unduly burdened or diminished in value.

3.03 Road Access. Lessee shall be permitted to use the Road Access for access to and from the Communication Site Area and Utility Area for purposes of this Lease.

3.04 Extent of Use. Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of the Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

3.05 Maintenance. Lessee shall maintain the Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the term, reasonable wear and damage from casualty or natural disaster excepted.

3.06 Restrictions. Lessee shall not cause or permit:

(1) Damage to land or natural resources.

(2) Removal of valuable materials as defined under RCW 79.02.010(15), minerals, coal, oil, or gas without the prior written consent of State.

(3) Accumulation of debris or refuse;

(4) Raising effective radiated power (ERP) within the Facility Use Area beyond that authorized by the FCC.

3.07 Compliance with Laws. Lessee shall comply with all applicable laws and regulations affecting its use of the County Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

3.08 Liens and Encumbrances. Unless expressly authorized by County in writing, Lessee shall keep the Lease Area free and clear of liens or encumbrances arising from Lessee's use or occupancy of the Lease Area. Notwithstanding the foregoing, Lessee may grant such encumbrances of any improvements, personal property or fixtures owned by Lessee which are located within the Lease Area without the consent of Lessor so long as the County's lease interest or property is not impaired, restricted or encumbered.

SECTION 4 - TERM

4.01 Term. The Lease shall commence on _____ (the "Commencement Date") and continue until a period of 20 years (the Term) until _____, (the "Termination Date"), unless adjusted under the terms of this Lease. Use of the Road Access Area and the Utility Area shall terminate upon expiration or termination of the Lease, except for as necessary to remove any Equipment and Improvements required under this Lease from the Lease Area in accordance with the terms of Condition at End of Term.

4.02 Lease Extension.

(1) County may allow Lessee to continue to hold the Lease Area for a period not exceeding one (1) year after the Termination Date of this Lease, if the Lease Area is not otherwise going to be utilized by County. Upon expiration of the one (1) year holdover period, County may issue a temporary permit to Lessee if County has not yet determined the disposition of the Lease Area for other County purposes. The temporary permit shall not extend beyond a five (5) year period.

(2) Failure to Vacate. If during the holdover period County notifies Lessee to vacate the Lease Area and Lessee fails to do so within the time set forth in the notice, Lessee will be a trespasser and shall owe County all amounts due under RCW 79.02.300 or other applicable law.

4.03 Late Possession. If, for any reason whatsoever, County cannot deliver possession of the Lease Area to Lessee on the Commencement Date, this Lease will not be void or voidable, nor will County be liable to Lessee for loss or damage resulting from the delay in delivery of possession. In such event, the Parties will renegotiate the affected terms of the Lease.

4.04 Lessee's Right to Terminate. Lessee may terminate this Lease at any time conditioned upon providing one hundred eighty (180) days' advance notice to County, which notice shall be in the form of "Surrender of Leasehold" as depicted in attached Exhibit F or in a form acceptable to County, provided Lessee has no outstanding Rent or other charges due to County at the time the notice is delivered to the County.

4.05 Condition at End of Term. At the Termination Date, Lessee shall surrender the Lease Area to County in the same condition as on the Commencement Date, reasonable wear and damage from casualty or natural disaster excepted. County may require that Lessee provide a Phase I - environmental site assessment or equivalent to identify any environmental contamination and shall request the study no more than thirty (30) days following the Termination Date.

4.06 End of Term. Disposition of Equipment and Lessee-owned Improvements shall be in accordance with the following terms and conditions, and as provided in RCW 79.13.050.

(1) By the Termination Date, all Equipment and Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee and Permittees shall be removed from the Lease Area, except as otherwise provided in this Lease or as the Parties otherwise agree in writing.

(2) Unless otherwise agreed in writing by the Parties, any Lessee's or Permittees' Equipment and/or Improvements left on the Lease Area after the Termination Date, County shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as County sees fit, in accordance with all applicable laws.

(3) If County chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse County for the reasonable direct costs County incurs therefor; provided County completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Termination Date.

(4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Holdover, or if Lessee re-leases the Lease Area under a new lease with the County.

(5) Notwithstanding anything to the contrary contained in this Lease, County hereby waives Lessee's obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than eighteen inches (18") below surface-level; provided that such Improvements are left in a condition that is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

4.07 Disposition of Personal Property.

(1) Lessee retains ownership of Personal Property, unless Lessee and County agree otherwise in writing.

(2) Lessee shall remove Personal Property from the Lease Area by the Termination Date.

County may sell or dispose of all Personal Property left on Lease Area after the Termination Date. Lessee shall pay for the cost of removal and disposal.

SECTION 5 – PAYMENT

5.01 Rent. Annual Rent is composed of Rent for Communication Site Area, Road Use Fee, Leasehold Tax and assessments. Payments made hereunder will be applied in the order of interest, rent, charges, and then to leasehold tax, if applicable. Annual Rent is due and payable prior to the Anniversary Date of each year after the Rent Commencement Date, and on or before the same date every year thereafter until the Termination Date.

(1) **Rent.** Beginning on the Rent Commencement Date (as hereinafter defined), until adjusted or revalued as set forth below, Lessee shall pay the County a base rent of Four Thousand Two Hundred and 00/100 Dollars ($4,200.00) annually. Additionally, Lessee shall pay annual rent for the initial tenant (the "Initial Facility User") of Two Thousand

and 00/100 Dollars ($2,000.00) (collectively the "Rent"). For each additional Facility User (after the Initial Facility User), Rent shall increase annually by Three Thousand And 00/100 Dollars ($3,000.00). Lessee shall pay the pro-rated annual fee associated with each additional Facility User upon Lessee's receipt of rent or payment by the Facility User.

(2) **Rent Commencement Date.** The "Rent Commencement Date" shall mean the earlier of (i) the date the Lessee commences construction or (ii) the date that is one (1) year from the Commencement Date. The first such payment of Rent will be made within thirty (30) days of the Rent Commencement Date, and prior to the Anniversary Date annually thereafter.

(3) **Road Use Fee**. Lessee shall pay a required road use fee ("Road Use Fee") of One Thousand And 00/100 Dollars ($1,000) for the first year of this Lease ("Initial Road Use Fee"). The Initial Road Use Fee shall be paid with first installment of Rent and includes the Initial Facility User. Subsequent annual Road Use Fees shall be due and payable with the Rent for the remaining term of this Lease, subject to adjustment as set forth in the Annual Rent Adjustment below. Lessee's Road Use Fee will increase by Two Hundred Fifty and 00/100 Dollars ($250.00) for each additional Facility User (after the Initial Facility User) of the Lease Area that locates its Equipment on the Communication Site after the Commencement Date, to be paid with Lessee's annual Road Use Fee in the year the Facility User first locates its Equipment in the Leased Area.

(4) **Leasehold Excise Tax.** Should a leasehold excise tax be imposed on this Lease or any interest therein, Lessee shall pay the leasehold excise tax directly to the Washington State Department of Revenue. In this instance, Lessee must submit to County a written request, with supporting documentation from the Washington State Department of Revenue, to avoid leasehold excise tax billing by the County.

(5) **Refunds.** County shall not refund any monies paid in Rent between the last Anniversary Date and Termination Date.

(6) **Annual Rent Adjustment.** County shall increase the Rent by three percent (3%) for the Facility Use Area, Communication Site Area, Tower Facility User and Road Use charges on every Anniversary Date for all years except for those years in which County revalues the Rent under this Section.

(7) **Rent Calculation.** Attached as Exhibit G.

5.02 Rent Revaluation. At the end of the first five (5) year period and at the end of any subsequent five (5) year period, County shall revalue the Rent ("Adjustment Date"). County shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Rent will be revalued as follows:

(1) The Communication Site Area, Equipment Use and Road Use charges will be revalued based on the cumulative percent change in the "Consumer Price Index, All Urban Consumers, US City Average," (**CPI**) for "all items" since the Commencement Date or last time of Rent revaluation. In the event the CPI ceases to be published, County may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency. In no event shall the Base Rent increase by more than twenty-five percent (25%) for any five (5) year period.

(2) Independent Appraisal. If Lessee does not agree with County's revaluation, Lessee may submit to County an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for County's consideration. Lessee must submit such appraisals to County within thirty (30) calendar days of Lessee's receipt of notification of the adjusted rent, or County's determination of market rent is final with no right of appeal with rent due as set forth in County's initial notice. If Lessee timely submits an appraisal, County shall notify Lessee in writing whether County accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.

(3) Parties may agree to a continuation of three percent (3%) escalation per year, as provided in the Annual Rent Adjustment.

(4) Road Use Fee. County will evaluate road maintenance and replacement costs associated with prorated use of road by Lessee and Lessee's Permittees at Rent Revaluation dates.

Failure on the part of County to establish a new annual Rent by the Adjustment Date shall not preclude County from doing so thereafter, and the adjusted rent shall be retroactive to the Adjustment Date.

5.03 Non-Rent Payments.

(1) **Taxes.** Lessee shall pay all real and personal taxes imposed on the Communication Site Area that result from any changes or modifications Lessee makes to the Improvements located thereon during the term of this Lease.

(2) **Assessments.** Lessee shall pay its pro rata share of assessments charged against Lease Area (excluding the Road Access Area.) Lessee shall pay the assessment within thirty (30) days of receipt of written notice from County.

(3) **Removal of Valuable Materials.** Prior to any removal of County trees or vegetation, including those causing Physical Interference, Lessee shall notify County and obtain County's written approval. County's approval shall be

conditioned on payment for the market value of any valuable materials removed and compliance with County's regulatory requirements, however such approval shall not otherwise be unreasonably withheld or conditioned.

(4) **Electrical Power, Fiber and Other Utilities.** Lessee shall provide for the provision of all electrical power, telephone, fiber or any other necessary utilities to, at, and for Communication Site Area. Lessee shall pay for all electric power fiber and other utility charges or expenses incurred arising from Lessee's use of Communication Site Area.

5.04 Place of Payment. All payments shall be made payable to Whatcom County Parks & Recreation Department, accompanied by a reference to the Agreement Number and paid to County's remittance address shown in the Notice Section of this Lease. Lessee shall not combine payment for this Lease with payment for any other lease with County, unless Lessee includes an itemized statement with the payment specifying the amount attributable to each lease's Agreement Number.

5.05 Non-Waiver. Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.

5.06 Failure to Pay. Failure to pay any monies due under this Lease constitutes a material breach. County may seek all remedies available. If Lessee fails to pay amounts due under this Lease, County may pay the amount due and recover its cost in accordance with this Lease.

5.07 Late Charge. If County does not receive full rent payment within fifteen (15) business days of the date due, Lessee shall pay to County a late charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00), to defray the overhead expenses of County incident to the delay. This amount may be increased at Rent Re-valuation to reflect increased overhead costs, which shall be no more than the CPI increase.

5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.

(1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.

(2) If County pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse County for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to reimburse the County timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in (1) above.

5.9 Referral to Collection Agency and Collection Agency Fees. If county does not receive full payment within thirty (30) days of the due date, County may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

5.10 No Accord and Satisfaction. County may accept payment in any amount without prejudice to County's right to recover the balance of the rent or pursue any other right or remedy.

5.11 No Counterclaim, Setoff, or Abatement of Rent. Lessee shall pay Rent and all other sums without County providing prior notice or demand. Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement.

SECTION 6 – IMPROVEMENTS AND EQUIPMENT

6.01 New Improvements. Lessee may make modifications or alterations to Lease Area and Lessee-owned Improvements and Equipment as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such modifications, including all Government Approvals. Lessee shall notify Lessor of all such modifications or alterations. County acknowledges that Lessee need not obtain County's consent before making modifications to the Lease Area and Lessee-owned Improvement and Equipment within the Lease Area. Nothing herein shall permit Lessee to expand the Lease Area without the County's consent, unless agreed otherwise in this Lease.

6.02 Existing Equipment. The current configuration of Lessee's and the Initial Facility User's Equipment and Improvements as of the Commencement Date of this Lease is described in the Survey and Site Plan attached hereto as Exhibits A and B.

6.03 New Equipment. Lessee shall notify the County of any Equipment that will be added to Communication Site Area sixty (60) days prior to installation of Equipment by submitting a revised site plan for County review subject to Section 6.8 herein.

6.04 Equipment Identification. All equipment at the Facilities Area shall be identified with a FCC and/or National Telecommunications and Information Administration (NTIA) issued license. If the equipment is unlicensed the equipment shall be labeled with transmit and receive frequencies.

6.05 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

6.06 County's Repairs. County shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Lease Area, or any part thereof, during the Term.

6.07 Work.

(1) All Work must comply with the terms set out in Exhibit H, Site Specific Requirements.

(2) Modifications to Work may result in County, at its sole discretion, requiring an updated Site Plan.

(3) At the end of the term of this Lease, County may waive removal of some or all Lessee-owned Improvements.

(4) Prior to Work, Lessee will employ a utility locator service, at no cost to County, to check the Communication Site Area and Temporary Use Area for buried utilities.

(5) Following the completion of Work, Lessee shall remove all debris and restore the Lease Area to an orderly and safe condition. If Work is intended for removal of Improvements at the Termination Date, Lessee shall restore the Lease Area in accordance with this Lease.

(6) Emergency Work. All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain County's consent prior to commencing such necessary Work, but shall give County notice thereof as soon as is reasonably possible thereafter.

(7) Electrical Power. Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to County's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(8) County may impose additional conditions reasonably intended to protect and preserve the Lease Area if the Work is for removal of Improvements at the end of the term of this Lease.

6.08 Minor Modifications Authorized. Lessee and its Permittees may make minor modifications or alterations to Lease Area and Lessee's and Lessee's Facility User-owned Improvements as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee or the Facility User obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. County acknowledges that neither Lessee nor the Facility User need to obtain County's consent before making minor modifications to the Lease Area and its' Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment (excluding antennas and dishes) located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security

systems and other similar work located solely within the Facility Use Area. Nothing herein shall permit Lessee to expand Lease Area.

6.09 Government Approvals. Prior to performing any installation or construction work within the Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. County agrees to complete County's portion of the Government Approvals.

6.10 Third-Party Use. Upon County's request, Lessee shall allow third parties to access utility service to install new and maintain existing service and may reasonably condition such consent. Third Parties shall own and have responsibility for the new utilities, unless owned by a utility provider.

6.11 Emergency Action.

(1) **Fire.** If Lessee has actual knowledge of a wildfire occurring on or near the Lease Area, Lessee shall immediately report such fire to emergency response authorities by calling 911 and to State, by calling (800) 562-6016 and shall make its on-site equipment available to help suppress or contain the fire. Lessee is authorized, but not required, to take action reasonably necessary to protect persons and property.

(2) **Non-Fire Emergencies.** In the event of an emergency (other than fire) requiring immediate action to protect person or property other than fire, Lessee may take reasonable corrective action without prior notice to County. Lessee shall notify County the same business day for non-fire emergencies occurring on a business day and the next available business day for non-fire emergencies occurring after hours, weekends, and holidays. Lessee shall notify the Whatcom County Parks & Recreation Department at (360) 778-5850, and in writing, within five (5) business days after the emergency occurs, to the address indicated in this Lease, of any corrective action taken.

SECTION 7 - INTERFERENCE

7.01 Lessee Electronic Interference. Lessee warrants that its use of the Communication Site Area now and in the future will not cause Electronic Interference with any other facilities or equipment that currently exist on County property or that predate Lessee's Communication Site Facilities. Lessee shall not install any new Equipment that will cause Electronic Interference with any other existing facilities or equipment. Upon receipt of an Interference Notice from County, Lessee shall immediately take remedial action to eliminate interference caused by Lessee's operations in violation of the terms of this Section.

Lessee shall take all measures necessary to eliminate the interference within forty-eight (48) hours after receipt of the Interference Notice. Lessee shall notify County within twenty-four (24) hours of resolving Electronic Interference.

7.02 County's Electronic Interference. County will provide no Electronic Interference protection during the term of this Lease. County shall not be responsible for enforcing the FCC's rules, regulations, and licenses, and makes no warranty of electronic noninterference during the term of this Lease

7.03 County's Physical Interference. County is not responsible for Physical Interference on County-owned lands.

7.04 Cooperation. Upon receipt of an Interference Notice by the other party, County and Lessee shall reasonably cooperate to resolve Electronic Interference or to identify resolutions to Physical Interference.

SECTION 8 - ACCESS ROADS AND ROAD MAINTENANCE

8.01 Road Repair. Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused through the operations of Lessee, including Permittees, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify County within five (5) business days of any damage to the road caused by Lessee and Permittees. Upon notification by County of Lessee-caused damage, Lessee shall provide County with a plan for the repairs within ten (10) business days.

8.02 Road Maintenance and Repair.

(1) County shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.

(2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by County; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and 00/100 Dollars ($5,000.00) without Lessee's prior written consent (Max Fee).

(3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, County reserves the right to not repair the road, and in such case County shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

SECTION 9 - SPECIAL REQUIREMENTS

9.01 Fire. Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include ensuring all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with all requirements of the Forest Protection Act (Chapter 76.04 RCW) and its implementing regulations (Chapter 332-24 WAC).

In addition to any liability for negligence, Lessee shall reimburse County for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires to the extent caused by Lessee or Lessee's Permittees, even if not attributable to negligence by Lessee or its Permittees; provided, however, Lessee shall not be liable for such damages and costs resulting from acts of nature or acts beyond the control of Lessee and its Permittees.

9.02 Hazardous Substances.

(1) Prohibited Activities. Lessee shall not keep on or about the Lease Area any Hazardous Substance unless both of the following applies:

(a) The Hazardous Substance is necessary to carry out Lessee's Permitted Use under this Lease; and

(b) Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of Hazardous Substances.

(2) Lessee shall immediately assume responsibility for a Hazardous Substance release (spill) caused by Lessee on or adjoining the Lease Area. Responsibility includes, but is not limited to the following:

(a) Immediately notify all necessary emergency response agencies, as required under federal, state, and local laws, regulations, or policies.

(b) Follow emergency response agency notifications and notify County of all spill releases, and Lessee actions completed for spill reporting, and Lessee's actions planned or completed toward spill cleanup as provided in this Lease for Non-Fire Emergencies. At Lessee's sole expense, conduct all actions necessary to mitigate the spill release.

(c) Other than performing initial emergency response cleanup and containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on Lease Area and County Land, in coordination with regulatory agencies and County.

(d) Be familiar with all necessary Hazardous Substance spill release notification and response mitigation requirements in advance of conducting Lessee operations on Lease Area.

(3) Lessee shall immediately notify County of any of the following:

(a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;

(b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;

(c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;

(d) On request, Lessee shall provide copies to County of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.

(4) Indemnity. Lessee shall be fully and completely liable to County, and, to the extent permitted by law, shall indemnify, defend, and save harmless County and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs to the extent arising from Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's Permittees and for any breach of this Section.

9.03 Weed Control. Lessee shall control weeds and vegetation on the Lease Area. Weed control shall be approved in writing by County prior to beginning such activities.

9.04 Habitat Conservation Plan (HCP). The Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (Incidental Take Permit No. PRT-81251 and Permit No. 1168 shall be collectively referred to as ITP). As long as the Habitat Conservation Plan remains in effect, Lessee and Lessee's Permittees shall comply with the terms and conditions set forth in Exhibit I while operating on Lease Area.

9.05 Snow Plowing. Snow plowing shall be permitted only upon County's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Lessee shall follow precautions and conditions as listed in Exhibit H.

9.06 Notice of Offers. If Lessor receives an offer that it intends to accept to purchase fee title, an easement, a lease, a license, or any other interest in the Lease Area, or Lessor's interest in this Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee no later than thirty (30) days prior to Lessor accepting said offer.

SECTION 10 – ASSIGNMENT

10.01 Assignment. Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and any Lessee-Owned Improvements, and may make a conditional assignment of this Lease and the Lessee-Owned Improvements to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties").

(1) Lessee shall have the right to license, sublease or assign its rights under this lease, without the consent of Lessor, upon any of the following conditions:

(a) any conditional assignment of this Lease to a Secured Party as described in Section (10.1) above:

(b) any license or sublease of a portion of the Leased Area and the Tower Facilities in the ordinary course of Lessee's business, provided that Lessee shall provide Lessor written notice of each license or sublease;

(c) an assignment or sublease to an affiliate entity of Lessee; or

(d) an assignment to an entity in the business of developing or owning telecommunications towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's.

(2) Any License, sublease or assignment by Lessee of its rights under this Lease which is not set forth in (a) – (d) above shall require the written consent of the Lessor, which consent shall not be unreasonably withheld, delayed and/or conditioned.

This Lease must be attached as an exhibit to any assignment, license or sublease and Lessee shall make the assignment, license or sublease subject to the Lease terms.

10.02 No Waiver of Right to Consent. The consent of County to any one assignment shall not constitute a waiver of County's right to consent to subsequent assignments, nor shall consent of County to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease that arose before the effective date of the assignment. The acceptance by

County of the payment of rent following an assignment shall not constitute consent to any assignment, and County's consent shall be evidenced only in writing.

10.03 Name Change. If Lessee changes its name, Lessee shall provide County with legal documentation of the name change within sixty (60) days of the effective date of the change.

SECTION 11 - INDEMNITY AND INSURANCE

11.01 Indemnity (Assumption of Liability) and Insurance. From and after the Commencement Date of this Lease, Lessee shall indemnify, defend and hold harmless County, its employees, officers, officials, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, alleged or arising out of the use, occupation of the Lease Area by Lessee and its Permittees except as may arise out of the willful or sole negligent acts or omissions of County or County's elected officials, employees, agents, servants, contractors and sublessees. In case of damages caused by the concurrent negligence of Lessee, its permittees, successors, subcontractors, it successors or assigns, or its agents, servants, or employees and the Lessor, its appointed or elected officers, officials, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees. Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless County and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this lease.

11.02 Insurance.

(1) Required. Lessee shall, at all times during the term of this Lease at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Lease at County's option. Lessee shall make sure that all Permittees comply fully with all insurance requirements stated herein. Failure by the County to confirm compliance with the Lessee's insurance requirements shall not be considered a waiver or acceptance of Lessee's insurance obligations.

(2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better Per AM Best or equivalent. Any exception shall be reviewed and approved by the County's Risk Manager or the Parks Department and the County Civil Attorney before the Commencement Date. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

(3) Notice of Cancellation. County shall be provided written notice before cancellation or nonrenewal of any insurance referred to therein, in accord with the specifications contained herein. County shall always be provided with a current Certificate of Insurance and Endorsements which provides proof of the Insurance requirements in this Lease.

(4) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): Lessee shall give County thirty (30) days' advance notice of cancellation or nonrenewal. If cancellation is due to nonpayment of premium, Lessee shall give County ten (10) business days' advance notice of cancellation.

Insurers subject to 48.15 RCW (Surplus Lines): Lessee shall give County thirty (30) days' advance notice of cancellation. If cancellation is due to nonpayment of premium, County shall be given ten (10) business days' advance notice of cancellation.

(5) Certificate of Insurance and Endorsements. Before beginning operation, Lessee shall furnish County with a certificate(s) of insurance and endorsements, showing compliance with the insurance requirements specified in this Lease. The certificate of insurance and endorsements shall reference Whatcom County, its departments, officials, employees and agents, and naming them as additional insureds and reference the Lease Agreement / Number.

INSURANCE TYPES & LIMITS: The limits of insurance, may be reviewed annually by the County, and if deemed necessary, may be increased by the County with written notice, and shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Lessee shall purchase and maintain commercial general liability insurance with a limit of not less than $2,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. Limits may be satisfied by a combination of underlying and umbrella policies. All insurance must cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury,

and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Lessee shall purchase and maintain business auto insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 per accident, with such insurance covering liability arising out of "Any Auto." The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Lessee waives all rights of subrogation against County for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against County for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.

Pollution Legal Liability Insurance:

(a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:

  (i) $2,000,000 each occurrence for Lessee's operations at the Lease Area as well as for all treatment, storage, and disposal facilities, including transportation to such facilities, and

  (ii) at least $4,000,000 general aggregate or policy limit, if any.

(b) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional condition must be met:

(c) The pollution legal liability insurance policy must cover Hazardous Substance removal.

  (i) The pollution legal liability insurance policy must contain no retroactive date, or the retroactive date must precede abatement services.

(ii) Coverage must be continuously maintained with the same insurance carrier through the end of the Lease.

(d) Whatcom County, Whatcom County Parks & Recreation Department, its officials, agents, and employees, shall be named as additional insured by endorsement on the pollution legal liability insurance policy.

ADDITIONAL PROVISIONS:

Additional Insured, Primary and Noncontributory: Whatcom County, its departments, officials, agents, and employees and volunteers shall be named as additional insureds by endorsement on all general liability, auto, excess, and umbrella insurance policies. Lessee's insurance shall be primary and County's noncontributory.

Waiver: Lessee waives all rights of subrogation against County for recovery of damages to the extent these damages are covered by general liability, excess, umbrella, or any insurance maintained or required pursuant to this Lease.

Coverage Limits: Coverage limits shall be the minimum limits plus aggregate identified in this Agreement herein and in no way limit the indemnity available to the Indemnified parties.

Occurrence Based: All insurance shall be occurrence based unless stated otherwise.

Notice: The County will be provided thirty (30) day notice of cancellation of the policy except for non-payment of premium for which a ten (10) day notice will be provided.

Proof of Insurance: The Lessee must submit the Certificate of Insurance and Endorsements as described above to the County prior to the commencement of the Lease.

Waiver: Failure of the County to insist upon strict performance of any of the covenants and agreements of this Lease or insurance requirements 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 obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.

Other: The Lessee agrees Lessee's insurance obligation shall survive the completion or termination of this lease.

SECTION 12 - DAMAGE OR DESTRUCTION

12.01 Force Majeure. County's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of County or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics, or labor strikes.

12.02 Notice and Repair.

(1) Notice to County. In the event of damage to or destruction of the Lease Area or Improvements located within the Lease Area, Lessee shall give written notice to County within fourteen (14) business days. County does not have actual knowledge of the damage or destruction without Lessee's written notice.

(2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee and Permittees, Lessee shall reconstruct, repair, or replace such damaged portions of the Lease Area and Improvements on the Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

12.03 County's Claim. County does not waive any claims for damage or destruction of the Lease Area unless County provides written notice to Lessee of each specific claim waived.

12.04 Insurance Proceeds. Lessee's duty to reconstruct, repair, or replace any damage or destruction of the Lease Area or any Improvements on the Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Insurance Section.

12.05 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.06 Default at the Time of Damage or Destruction. If Lessee is in default under the terms of this Lease beyond any applicable cure periods at the time damage or destruction occurs, County may elect to terminate the Lease and County then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

12.07 County's Remedy. If Lessee fails to remedy the condition of the Lease Area in a timely manner, County may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by County, Lessee shall pay all costs of County's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on the Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with County's remedy.

12.08 Debt to County. If County must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to County. Lessee shall pay within thirty (30) days of demand by County. Notwithstanding, the foregoing, County must notify Lessee within one (1) year of any such debt occurring, and any claim not made within the prescribed time period shall be deemed satisfied and unenforceable against Lessee.

SECTION 13 - CONDEMNATION

13.01 Termination Upon Complete Taking. If all of Lease Area is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation.

13.02 Termination Upon Partial Taking. If any part of the Lease Area is so taken and, in the opinion of either County or Lessee, it is not economically or functionally feasible to continue this Lease in effect, either Party may terminate this Lease. Such termination by either Party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, or the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

13.03 Continuation Following Partial Taking. If part of the Lease Area is taken and neither County nor Lessee elects to terminate this Lease, or until termination is effective, as the case may be, rent shall be abated in the same proportion as the portion of the Lease Area so taken bears to the whole of Lease Area when the proportion calculated amounts to Two Thousand Dollars ($2,000.00) or more. In no case shall rent be less than Two Thousand Dollars ($2,000.00); this minimum amount shall be increased by five percent (5%) every year after the Commencement Date.

13.04 Relocation. In the event of either a complete taking or a partial taking through condemnation, County will cooperate with Lessee to attempt to reasonably relocate part or all of the Lease Area.

13.05 Damage Award. All damages awarded for the taking or damaging of all or any part of Lease Area, or county-owned improvements thereon, shall belong to and become the property of County. However, County shall not claim any interest in or to Personal Property or Improvements. Lessee may, on its own behalf, make a claim to the condemnation authority for any award to which Lessee is entitled at law, including but not limited to losses related to its equipment, relocation costs, the value of the leasehold, business interruption costs, damages, and losses in any condemnation. No damages may be demanded by Lessee or awarded to Lessee against the County for any taking by a third-party condemning authority.

SECTION 14 - DEFAULT

14.01 Default Defined. Lessee is in default of this Lease on the occurrence of any of the following:

(1) Failure to make payments when due;

(2) Failure to comply with applicable law, regulation, or order of any lawful governmental authority;

(3) Failure to comply with any provision of this Lease;

(4) Effective date of bankruptcy proceedings by or against Lessee or the appointment of a trustee or receiver of Lessee's property; or

(3) Involuntary assignment by operation of law.

14.02 Right to Cure.

(1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following County's written notice of default. Upon an Event of Default, County may seek remedies under this Lease.

(2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults from receipt of the County's written notice of default to Lessee.

(3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, County will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to County a cure schedule within thirty (30) days of Lessee's receipt of a written notice of default. The default is not an Event of Default if County approves the schedule and Lessee works diligently and in good faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

(4) Repeated Defaults. Should Lessee have more than five (5) repeated monetary defaults occur, County shall provide written notice of the monetary default to Lessee and Lessee must cure within three (3) business days of receipt or County may elect to deem the monetary default by Lessee as an Event of Default.

(5) In the case of a breach of any covenant or term hereof by the Lessor, the Lessor shall have all rights of notice and cure afforded Lessee in this Lease,

14.03 Remedies. Upon an Event of Default, County may terminate this Lease and remove Lessee by any remedy at law.

SECTION 15 - NOTICE

15.01 Designated Contact. Formal notices, required or desired, shall be in writing and delivered personally or by messenger or sent by USPS certified mail, return receipt requested, postage prepaid or by reliable overnight courier service, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

Billing invoices and other rent matters will be sent to the "Primary Contact" only.

County Contact:

Director
Whatcom County Parks & Recreation Department
3373 Mount Baker Highway
Bellingham WA 98226
(360) 778-5850

Lessee Primary Contact:

PI Tower Development LLC
c/o Lendlease (US) Telecom Holdings LLC
2320 Cascade Pointe Blvd Suite 300
Charlotte, NC 28208
Attention: Corporate Contracts Manager

With a copy to:

Lendlease Americas, Inc.
200 Park Avenue
9th Floor
New York, New York 10166
Attention: General Counsel

15.02 Change in Contact. Each Party shall notify the other Party within fifteen (15) business days of any change of address, business name, contact person's name, or other changes that may affect this Lease.

15.03 Date Received. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon date of delivery as indicated on the return receipt.

SECTION 16 – GENERAL PROVISIONS

16.01 Non-waiver. Waiver by either Party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

16.02 Liens. Lessee shall not suffer nor permit any lien to be filed against the Lease Area or Lessee's leasehold interest in the Lease Area, (excluding Personal Property by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding the Lease Area or any part thereof under this Lease. If any such lien is filed against the Lease Area or Lessee's leasehold interest, (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding the Lease Area or any part thereof under this Lease, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by County. Lessee shall indemnify County for any costs, damages, or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages, or expenses were incurred prior or subsequent to the Termination Date.

16.03 Preservation of Markers. Any legal land subdivision survey corners, reference points, or monuments are to be preserved. If such are destroyed or disturbed by Lessee or Lessee's Permittees, Lessee shall reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards at their own expense. Corners, reference points, or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State of Washington, Department of Natural Resources prior to removal of said corners, reference points, or monuments.

16.04 Proprietary Information/Public Disclosure. Any materials and other written and electronic records submitted by Lessee to County, or produced or utilized by the County or jointly by Parties for this Lease, may be or are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. County will consider Lessee's request for exemption from disclosure; however, County will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, County will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to County fulfilling the public records request. Lessee is liable for any costs, fees, or judgement for failure to release records to the County which are deemed subject to disclosure under the Public Records Act if records were within or in the control or possession of the Lessee and were not provided as required by the Public Records Act.

16.05 Exhibits. This Lease is subject to the terms and conditions of Exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

List of Exhibits

"A" Depiction of Communication Site Area and Utility Area
"B" Lessee-owned Improvements
"C" Depiction of Road Access Area
"D" Legal Description of County Land
"E" Memorandum of Lease
Attached Exhibit E-1
"F" Surrender of Leasehold
"G" Rental Calculation
"H" Site Specific Requirements
"I" Requirements of the Habitat Conservation Plan

16.06 Nondiscrimination. Lessee and County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, or local laws applicable to County's Parcel, including, without limitation, Chapter 49.60 RCW. Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements between the Parties.

16.07 Severability. The invalidity of any provision of this Lease shall not affect the validity of the remaining provisions.

16.08 Authority. Lessee and the person or persons executing this Lease on behalf of Lessee represent that Lessee is qualified to do business in the state of Washington, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon County's request, Lessee shall provide evidence satisfactory to County confirming these representations.

16.09 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

16.10 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to Lease Area.

16.11 Time Is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.12 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Whatcom County, Washington.

16.13 Attorney Fees. Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease with the exceptions for Hazardous Substances, Indemnity (Assumption of Liability) and Insurance, and Liens.

16.14 Headings. The headings in this Lease are for convenience only and shall not limit, enlarge, or affect the scope and intent of the provisions of this Lease.

16.15 Interpretation. This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

16.16 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

16.17 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.18 Survival. Any obligations of Lessee not fully performed upon termination of this Lease do not cease but continue as obligations of the Lessee until fully performed.

16.19 Safety. Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

16.20 IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Lease Area is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the Rent to the new lessor. Lessor agrees to provide Lessee records required to be provided by law.

Signed this ___day of _____, 2020

SIGNATURE PAGES FOLLOW

Each person signing this Lease Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party/entity and enforceable in accordance with its terms.

PI TOWER DEVELOPMENT LLC
UBI 603588613

Signature

Name: Staci Whitlow

Title: VP - Telecom

Address: 2320 Cascadell. Blvd
City/State: Charlotte NC
Zip: 28208
Phone: 904-300-2876

STATE OF North Carolina
ss
COUNTY OF Mecklenburg

ON THIS 23 day of March, 2020, before me, the undersigned, a Notary Public in and for the State of NorthCarolina duly commissioned and sworn, personally appeared STACI WHITLOW and _____, known to me to be the V.P. - Telecom of PI Tower Development LLC and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

CHERYL SIMMONS
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Oct. 02, 2021

Name (Print) Cheryl Simmons
NOTARY PUBLIC, in and for the State of NorthCarolina, residing at Charlotte NC
My Commission expires: October 02, 2021

Approved as to Form: _____

WHATCOM COUNTY

~~Jack Louws~~, Whatcom County Executive

Michael McFarlane, Director
Parks & Recreation Department

Approved as to Form:

Senior Deputy Prosecuting Attorney

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that ~~Jack Louws~~ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State of Washington, residing at Bellingham
My Commission expires:

EXHIBIT A
DEPICTION OF COMMUNICATION SITE AREA AND UTILITY AREA

(see next page)

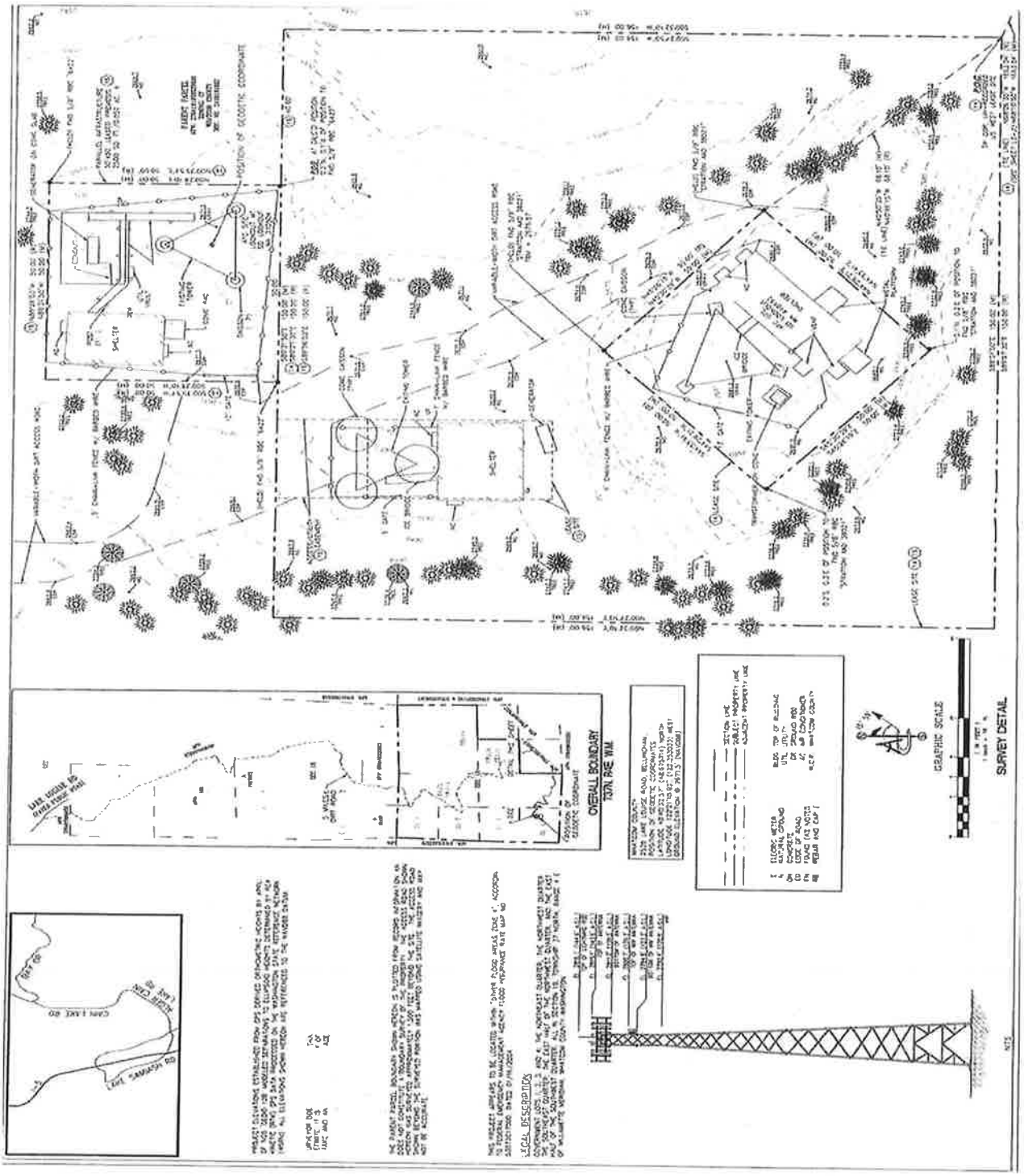
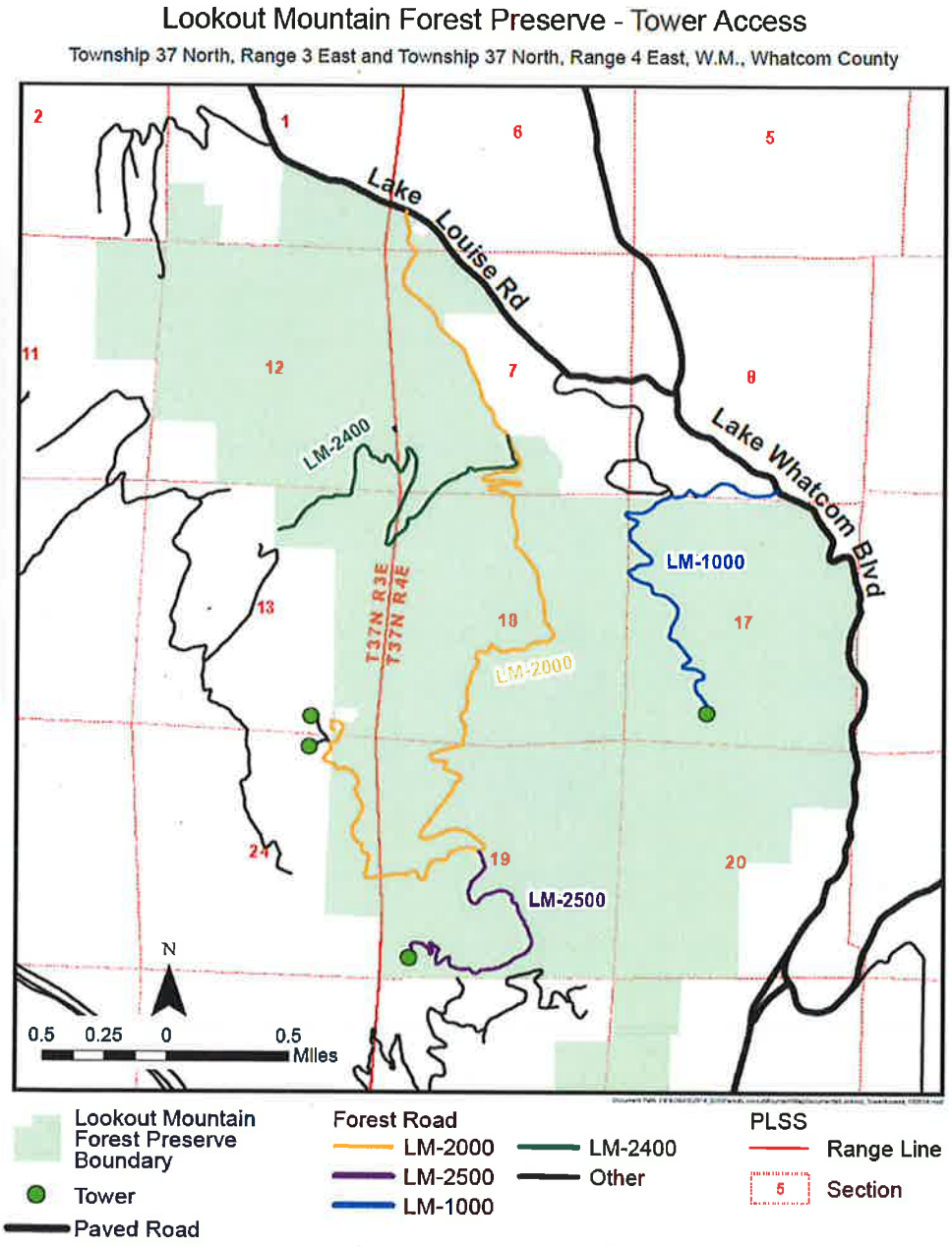

SURVEY DETAIL
GRAPHIC SCALE
OVERALL BOUNDARY
LOCAL DESCRIPTION

EXHIBIT B
LESSEE-OWNED IMPROVEMENTS

(Once constructed, per Site Plan)

EXHIBIT C
DEPICTION OF ROAD ACCESS AREA



Road access granted on LM-2000 and LM 2500
Lease Tower located at end of LM-2500

EXHIBIT D
LEGAL DESCRIPTION OF COUNTY LAND

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57' E a distance of 50.00 feet;
Thence S 89°26'03" E a distance of 50.00 feet;
Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

EXHIBIT E

Prepared by and return to:
PI Tower Development LLC
Attention: Nancy Venturelli
Address: 2320 Cascade Pointe Blvd., Suite 300
Charlotte, NC 28208

MEMORANDUM OF GROUND LEASE

Lessor: Whatcom County

Lessee: **PI Tower Development LLC**

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between **Whatcom County, acting by and through its Parks & Recreation Department** having offices for the transaction of business at 3373 Mount Baker Highway, Bellingham. Washington 98226 (hereinafter referred to as "**Lessor**") and **PI Tower Development LLC** having a mailing address of 2320 Cascade Pointe Blvd., Suite 300, Charlotte, NC 28208 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Lease Agreement ("**Lease**") on the _____ day of _____, 2020, on file with the Whatcom County Parks & Recreation Department in Bellingham, Washington under contract number _____. Lessor grants to Lessee a lease for a communication site, access to the site and rights to install utilities to serve the site. All of the foregoing is set forth in the Lease.

2. The term of this Lease is Twenty (20) years, beginning on the _____, 20__, and ending on the _____ unless terminated earlier by Lessee or Lessor under the terms of the Lease.

3. The land being leased, the access being granted and the utility rights granted to Lessee are legally described **as set forth in Exhibit E-1 to this Memorandum of Lease**.

4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall

control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

Whatcom County, acting by and through the County Executive

By: _____
Print Name: Jack Louws
It's: County Executive
Date: _____

"LESSEE"

PI Tower Development LLC

By: _____
Print Name: _____
Its: _____
Date: _____

COUNTY ACKNOWLEDGEMENT

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Notary Signature: _____
Printed Name: _____
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

LESSEE ACKNOWLEDGEMENT

STATE OF)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____of _____ , to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Notary Signature: _____
Printed Name: _____
Notary Public in and for the State of _____
residing at: _____
My appointment expires: _____

EXHIBIT E-1
to the MEMORANDUM OF LEASE

The Legal Description of the real property on which Lessee's approximately 50 x 50 leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Whatcom County on 5/23/88
under Auditor's File Number 1603153, and includes all of the following:

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57' E a distance of 50.00 feet;
Thence S 89°26'03" E a distance of 50.00 feet;
Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

EXHIBIT F
SURRENDER OF LEASEHOLD

To the Director of Parks & Recreation:

_____ is presently the "Lessee" under that certain COMMUNICATION SITE LEASE WITH UTILITIES, Agreement No. _____ ("Lease"), with the Whatcom County, acting by and through the Parks & Recreation Department, as the "Lessor," for use of a portion of that certain real property known at the _____ Communication Site, in Whatcom County, State of Washington, which real property is more specifically identified in that certain Memorandum of Lease ("MOL") recorded in the _____ County Auditor's Office on _____, 2020, as Document Number _____ _____.

Lessee hereby notifies Lessor of Lessee's intent to terminate the Lease, the effective termination date for which shall be one hundred eighty (180) days after the date Lessor receives this notice. Concurrently with the effective termination date of the Lease, Lessee quitclaims and surrenders to Lessor any and all leasehold and other real property interests Lessee has in and to the real property identified in the MOL.

The reason for termination of the Lease and surrender of all real property interests is that Lessee no longer has need to use the_____ Communication Site.

[Insert Current Lessee Name]

Signed this __day of _____, 20___. _____
Name:_____
Title: _____

It is hereby ordered that the foregoing notice of termination and surrender be accepted and that certain COMMUNICATION SITE LEASE, Agreement No._____, be canceled effective upon signature of the County Executive so noted.

WHATCOM COUNTY, acting by and through the
COUNTY EXECUTIVE

Signed this __day of _____, 20___. _____

Name:_____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature:_____
Print Name: _____
Notary Public in and for the State of _____,
residing at _____
_____.
My appointment expires: _____.

COUNTY'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____day of_____, 20____, personally appeared before me _____, to me known to be the Executive of Whatcom County, who executed the within and foregoing instrument on behalf of Whatcom County, and acknowledged said instrument to be the free and voluntary act and deed of the County for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, residing at
_____.
My appointment expires: _____.

EXHIBIT G
RENT CALCULATION

Initial Annual Rent due for 2020 (upon commencement of construction of Communication Site Facilities):

Item	Derivation	Annual Amount
Base Rent Facility Site Area (up to 2,500 sq. ft.)	$4,200	$4,200
Initial Facility User (Base tenant)	$2,000	$2,000
Each additional Facility User (tenant)	$3,000 ea./year	
Initial Road Use Fee (includes Initial Facility User)	$1,000/year	$1,000
Each Additional Facility User (after Initial Facility User) Road Use Fee	$250 ea./year	
Leasehold Tax (to be paid by Lessee to State directly)		N/A
	Total:	**$7,200.00**

Initial Payment: $7,200.00

EXHIBIT H
SITE SPECIFIC REQUIREMENTS

BLANK

EXHIBIT I
REQUIREMENTS OF THE HABITAT CONSERVATION PLAN

1. Lessee shall immediately notify County of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within Lease Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silver spot butterflies. In all circumstances notification must occur within a 24-hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within Lease Area the Lessee shall immediately notify County. In all circumstances notification must occur within a 24-hour time period. Lessee may be required to take certain actions to help County safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by County.

3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the Whatcom County Parks & Recreation Office) in all correspondence and reports concerning Permit activities and any Forest Practices Applications.