

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202510037**

Originating Department:	Executive's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non Departmental - Economic Development Investment Program
Contract or Grant Administrator:	Jake Logan - Administrative Services Coordinator, Executive's Office
Contractor's / Agency Name:	Maple Falls Water Cooperative
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>n/a</u>	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: <u>n/a</u>	
Already approved? Council Approved Date: <u>n/a</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): <u>N/a</u> ALN: <u>N/a</u>	
<small>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</small>	
Is this contract grant funded?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): <u>N/a</u>	
Is this contract the result of a RFP or Bid process?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): <u>n/a</u> Contract Cost Center: <u>32422438.7220 Intergovern subsidies-grant</u>	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <del>550,300.00</del> <u>555,300.00</u>	Council approval required for; all property leases, all Interlocal agreements, <b>contracts or bid awards exceeding \$75,000</b> , and <b>grants exceeding \$40,000</b> and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>
This Amendment Amount: \$ <u>n/a</u>	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.
Total Amended Amount: \$ <u>n/a</u>	
Summary of Scope:	
This Interlocal Agreement provides a \$555,300 EDI grant from Whatcom County to the Maple Falls Water Cooperative for construction of a 47,000-gallon reinforced concrete water storage tank to replace a decommissioned 30,000-gallon tank built in 1967. The project includes demolition of the existing tank, site grading and utility work, construction and testing of the new tank, upsizing 225 feet of water main from 8" to 12", and connection to the existing water system.	
Term of Contract: 01/01/2026 - Project Completion    Expiration Date: Upon Completion - N/a	

Contract Routing:	1. Prepared by: <u>JLogan</u>	Date: <u>2025.10.28</u>
	2. Attorney signoff: <u>BWaldron</u>	Date: <u>2025.11.12</u>
	3. AS Finance reviewed: <input checked="" type="checkbox"/>	Date: _____
	4. IT reviewed (if IT related): <u>N/A</u>	Date: <u>N/a</u>
	5. Contractor signed: <u>Maple Falls Water Cooperative</u>	Date: <u>2/13/2026</u>
	6. Executive contract review: <u>Kayla Schott-Bresler</u>	Date: <u>01/15/2026</u>
	7. Council approved, if necessary: <u>AB2026-067</u>	Date: <u>01/27/2026 - Passed</u>
	8. Executive signed: <u>Satpal Sidhu</u>	Date: _____
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**  
County Courthouse  
311 Grand Ave. Suite #108  
Bellingham, WA 98225



**Satpal Singh Sidhu**  
County Executive

# MEMORANDUM

**To:** Whatcom County Executive Satpal Sidhu  
**From:** Jake Logan, Administrative Services Coordinator – Executive Staff  
**Subject:** Economic Development Investment Program Interlocal Grant Agreement with Maple Falls Water Cooperative - Water Storage Tank Replacement  
**Date:** October 28, 2025

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Enclosed is one (1) original of an Interlocal Grant Agreement (Contract No. 202510037) between Whatcom County and Maple Falls Water Cooperative for your review and signature.

## **Background and Purpose**

This agreement provides EDI funding to replace a decommissioned 30,000-gallon water storage tank (built in 1967) with a new 47,000-gallon reinforced concrete tank for the Maple Falls Water Cooperative. The existing tank was removed from service due to concrete failure, leaving the community with inadequate water storage and fire flow capacity that fails to meet Whatcom County Fire Marshal standards. This infrastructure deficiency has restricted both residential and commercial development in the area, as the system cannot satisfy current building and fire code requirements.

The EDI Board met on August 5, 2025, to review all applications received for 2026 funding. Board members noted this project represents exactly the type of rural infrastructure investment the EDI program was originally created to support, and unanimously recommended approval with a 13-0 vote.

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## **Funding Amount and Source**

The County will provide a \$555,300 grant from the Whatcom County Public Utilities Improvement Fund (EDI Fund), authorized under RCW 82.14.370. The total project cost is \$617,000, with the Cooperative contributing \$61,700 (10% local match) through existing reserve funds and project surcharges on monthly membership fees. Grant funds will be disbursed on a reimbursement basis as the Cooperative submits invoices with receipts to the County Executive's Office, with warrants issued within 30 days. The project will replace a decommissioned 30,000-gallon tank with a new 47,000-gallon reinforced concrete tank, restoring adequate water storage and fire flow capacity to meet current building and fire code requirements.

**ECONOMIC DEVELOPMENT INVESTMENT PROGRAM  
INTERLOCAL GRANT AGREEMENT**

**Contract No. 202510037 (Maple Falls Water Cooperative - Water Storage Tank Replacement)**

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This Interlocal Agreement ("Agreement") is entered into this 13<sup>th</sup> day of February, 2026, by and between **WHATCOM COUNTY**, a political subdivision of the State of Washington ("County"), and **MAPLE FALLS WATER COOPERATIVE**, a Washington non-profit cooperative corporation ("Cooperative").

**I. PARTIES**

This Agreement is made by and between Whatcom County (hereinafter referred to as the County), and Maple Falls Water Cooperative (hereinafter referred to as the Cooperative).

**II. TERM**

Notwithstanding the date of execution, this Agreement shall be effective as of January 1, 2026 and continues in effect until the earlier of: (1) the Water Storage Tank Replacement Project construction has been completed, all grant payments have been made in accordance with Section V.B.(ii), and the Cooperative has submitted the final report required under Section V.A.(iv) to the County; (2) December 31, 2028; or (3) termination as provided for in Section VIII, TERMINATION.

If the Project is not substantially completed by December 31, 2028, the County may, at its sole discretion, either: (a) extend this Agreement for up to one additional year upon written request from the Cooperative demonstrating good cause for delay; or (b) terminate this Agreement pursuant to Section VIII.C and recapture any unexpended grant funds pursuant to Section V.B.(iv).

**III. PURPOSE**

The purpose of this Agreement is to provide funding support for the Water Storage Tank Replacement Project (hereinafter referred to as the Project) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment B).

**IV. RECITALS**

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

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund, also known as the Economic Development Investment Fund, or simply the "EDI" Fund.
- B. The Maple Falls Water Cooperative will construct the Project. The Project will be partially funded by a \$555,300 grant from the Whatcom County Public Utilities Improvement Fund, and the balance of the Project will be funded by the Cooperative through existing reserve funds and project surcharges added to monthly membership fees, and other sources as outlined in

Attachment C. The Project improvements, when complete, will be owned and maintained by Maple Falls Water Cooperative.

- C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.
- D. The Maple Falls Water Cooperative operates a Group A public water system as defined and regulated by the Washington State Department of Health under Chapter 246-290 WAC. Group A public water systems serve 15 or more service connections and are "public" facilities under state law, providing essential water service for human consumption to the community. RCW 82.14.370(4)(a) defines "public facilities" to include "domestic and industrial water facilities," which encompasses Group A public water systems.
- E. The Maple Falls Water Cooperative is listed as an existing Group A water system in the Coordinated Water System Plan for Whatcom County, which is adopted by reference into the Whatcom County Comprehensive Plan pursuant to the Capital Facilities Element. The water storage improvements contemplated by this Agreement support water system reliability and fire flow capacity for this disadvantaged community, implementing policies in the County's Comprehensive Plan Climate Element (Chapter 12) related to emergency infrastructure in wildfire-prone areas and rural utility resilience. This project therefore satisfies the comprehensive plan listing requirement under RCW 82.14.370(3)(b) for EDI Program eligibility.
- F. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations on applications for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- G. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.
- H. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the amount of \$555,300. A copy of the EDI application for this project is attached by reference to this Agreement.
- I. The Whatcom County Council reviewed the recommendation and approved a grant to the Maple Falls Water Cooperative from the Public Utilities Improvement Fund in the amount of \$555,300 on September 9, 2025, via AB2025-612.
- J. The Public Utilities Improvement Fund balance is sufficient to make the requested grant to the Project.
- K. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

## V. MUTUAL CONSIDERATION

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

### A. MAPLE FALLS WATER COOPERATIVE RESPONSIBILITIES:

#### The Cooperative hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the Cooperative shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the Cooperative's application for EDI funding.
- (ii) The Cooperative shall be responsible for all aspects of the design and construction of the project.
- (iii) The Cooperative shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The Cooperative will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The Cooperative shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.
- (v) **PROJECT COMPLETION DEADLINE** — The Cooperative shall substantially complete the Project and submit all invoices for reimbursement to the County no later than December 31, 2028. "Substantially complete" means the new water storage tank is installed, operational, and capable of providing water service to the Cooperative's customers. If the Project is not substantially completed by this deadline, the County may terminate this Agreement pursuant to Section VIII.C (Termination for Non-Performance) and the Cooperative shall return any unexpended grant funds to the County within thirty (30) days of written notice.

### B. WHATCOM COUNTY'S RESPONSIBILITIES:

#### The County hereby agrees as follows:

- (i) **COUNTY GRANT**— The County shall issue a *grant* to the Cooperative for up to Five Hundred Fifty-Five Thousand Three Hundred Dollars and Zero Cents (\$555,300.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the Cooperative upon approval of this agreement by the Whatcom County Council and the Cooperative, and pursuant to the terms contained in (ii), Payout of Grant Funding, below.
- (ii) **PAYOUT OF GRANT FUNDING**— The County shall pay out the grant funding to the Cooperative up to a maximum of Five Hundred Fifty-Five Thousand Three Hundred Dollars and Zero Cents (\$555,300.00) of the total project costs. This amount shall be paid in accordance with Attachment A, attached hereto. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.

- (iii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The Cooperative agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.
- (iv) **FUND RECAPTURE** — If this Agreement terminates pursuant to Section VIII.C (Termination for Non-Performance) prior to Project completion, the Cooperative shall return to the County any grant funds disbursed but not expended on eligible Project costs within thirty (30) days of termination. The Cooperative shall provide the County with a final accounting showing: (1) total grant funds received; (2) total eligible Project costs incurred and paid; and (3) any unexpended balance to be returned. The County may offset any amounts owed against future payments or pursue collection through available legal remedies.

## **VI. RECORDS, REPORTS AND AUDITS**

The Cooperative agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Cooperative in the undertaking of a project of this nature. All Cooperative records pertaining to this Agreement and the Project work shall be retained by the Cooperative for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Cooperative which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

## **VII. RELATIONSHIP OF PARTIES AND AGENTS**

Neither the Cooperative nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Cooperative. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Cooperative represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Cooperative in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

## **VIII. TERMINATION**

If the Cooperative fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

- A. **TERMINATION FOR CAUSE**— If the Cooperative fails to comply with the terms and conditions of this Agreement, the County will give notice to the Cooperative in writing of its failure to comply. The Cooperative will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring

the Cooperative into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Cooperative and a failure by the Cooperative to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Cooperative may take such remedial actions under the law as are available to cure the default, including specific performance.

- B. **TERMINATION FOR OTHER GROUNDS**— This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.
- C. **TERMINATION FOR NON-PERFORMANCE** — If the Cooperative fails to substantially complete the Project by December 31, 2028, or such extended deadline as the County may approve in writing pursuant to Section II (Term), the County may terminate this Agreement upon thirty (30) days written notice to the Cooperative. Upon such termination, the Cooperative shall:
- (1) Cease all work on the Project except as necessary to preserve and protect work already performed;
  - (2) Provide the County with a final accounting of all grant funds received and expended on eligible Project costs;
  - (3) Return to the County any unexpended grant funds within thirty (30) days;
  - (4) Cooperate with the County in determining the disposition of any partially completed work or materials purchased with grant funds.

The County's right to terminate under this Section is in addition to, and not in lieu of, any other remedies available under law or this Agreement.

#### **IX. COMPLIANCE WITH LAWS**

The County and the Cooperative shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

#### **X. INTEREST OF MEMBERS OF THE COUNTY AND THE COOPERATIVE**

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

#### **XI. HOLD HARMLESS AND INDEMNITY**

To the extent permitted by law, the Cooperative shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Cooperative, its agents, employees, or subcontractors pursuant to this Agreement.

#### **XII. ASSIGNABILITY**

The Cooperative shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Cooperative from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Cooperative.

### **XIII. NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

### **XIV. CONTRACT MODIFICATIONS**

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Cooperative.

### **XV. SEVERABILITY**

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

### **XVI. NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

#### **TO COOPERATIVE:**

Maple Falls Water Cooperative  
c/o Corey Saxon, Water Manager  
PO Box 606  
Maple Falls, WA 98266  
Email: [maplefallswatercoop@gmail.com](mailto:maplefallswatercoop@gmail.com)

#### **TO COUNTY:**

Jake Logan, Administrative Services Coordinator  
c/o Whatcom County Executive's Office  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225  
Email: [jlogan@co.whatcom.wa.us](mailto:jlogan@co.whatcom.wa.us)

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

### **XVII. INTEGRATION**

This Agreement contains all terms and conditions to which the County and the Cooperative agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with

respect to this grant transaction. There are no other oral or written agreements between the Cooperative and County as to the grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

**XVIII. GOVERNING LAW AND VENUE**

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Whatcom County, Washington.

**XIX. RECORDING**

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

**IN WITNESS WHEREOF, the County and the Cooperative have executed this Agreement as of the date and year last written below.**

**EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, for the MAPLE FALLS WATER COOPERATIVE:**

Signed by:  
Kris Stemmler 2/13/2026  
48E8C54104C64EE...

Kris Stemmler  
President - Board of Directors

**EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, for WHATCOM COUNTY:**

**Approved:**

Signed by:  
Satpal Sidhu 2/13/2026  
1192C7C18B664E3...

Satpal Sidhu  
Whatcom County Executive

Approved as to form:

Brandon Waldron 11/12/2025

Civil Deputy Prosecutor Date

## ATTACHMENT A

### GRANT DRAW DOWN REQUIREMENTS

Maple Falls Water Cooperative – Water Storage Tank Replacement Project

The \$555,300 grant funding will be disbursed as follows:

The Maple Falls Water Cooperative will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Invoices will reference the **Whatcom County Contract Number 202510037**. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

**GRANT DISBURSEMENT DEADLINE:** All invoices for reimbursement must be submitted to the County no later than December 31, 2028. Invoices received after this date will not be eligible for reimbursement unless the County has granted a written extension pursuant to Section II (Term). Final invoices must be submitted no later than ninety (90) days after Project substantial completion.

**ATTACHMENT B**

**EDI PROGRAM APPLICATION**

Maple Falls Water Cooperative Water Storage Tank Replacement Project



# Whatcom County Economic Development Investment Program

## APPLICATION FOR FUNDING

### INTRODUCTION

The Washington State Legislature authorizes Whatcom County to retain a portion of sales and use tax to finance public facilities ([RCW 82.14.370](#)). The goal of the legislation is to improve the economy of Whatcom County by stimulating and creating ongoing private sector jobs and housing opportunities. The Economic Development Investment (EDI) Program provides financing through grants and low-interest loans, or a combination of both, to eligible applicants with qualifying proposals. **Please review [EDI Program Guidelines](#) before applying for funds.**

Applications will be printed and used as an exhibit for awarded contracts. If more information is needed complete answer(s) on a separate piece of paper.

#### Eligible Applicants:

- Local government entities (county, cities, Port, P.U.D., water and sewer districts, and other special purpose districts)
- The EDI funding award process must adhere to all applicable purchasing policies.

#### Eligible Activities:

- New construction
- Repair, reconstruction, replacement, rehabilitation, or improvement to existing facilities
- Planning costs directly related to an actual construction or improvement project
- Finance personnel in economic development offices

### THRESHOLD ELIGIBILITY CRITERIA

Please check all that apply:

(Project added to CEDS List 1/27/2026)

#### 1. Evidence of Planning

- Project included on an adopted Comprehensive Economic Development Strategy ("CEDS" list)
- Project included in the applicant's Comprehensive Plan
- Project included in the applicant's Capital Expenditure Plan or adopted budget

#### 2. Project Type (Select One)

- Jobs in Hand Project: Public infrastructure that directly supports immediate job creation with private sector commitment

Build It and Jobs Will Come Project: Public infrastructure that creates conditions for future job creation without specific private commitment

Community Enhancement Project: Public improvements that enhance business climate or community assets

**3. Project Terms (Select One)**

Loan Only  Loan/Grant Combination  Grant Only (limited availability)

**Application Deadline:**

Applications are due by June 30 for consideration in the next fiscal year. The EDI Board will review applications in August. Executive Office will present Board recommendations to County Council via the budget process September through December. After council approval, letters of intended award may be issued. The Whatcom County budget is adopted by December 31, annually.

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**PART 1: APPLICANT INFORMATION**

**Applicant Name:**

Maple Falls Water Cooperative

**Applicant Type:**

Local Government \*\*  Housing Provider  Economic Development Office (*skip to part 9*)

**\*\*Maple Falls Water Coop is a public Type A public water system. Whatcom County Executive Office states legal counsel confirms qualification for EDI program.**

**Applicant Address:** \_\_Maple Falls Water Coop c/o Alan Shurman \_PO Box 2004 Maple Falls WA 989266 \_\_\_\_\_

**Contact Person:** \_\_Alan Shurman \_\_\_\_\_

**Title:** \_\_Board Member \_\_\_\_\_

**Email:** \_\_ashurman@peoplepc.com\_\_\_\_\_ **Phone:** \_\_360 599-9748 (land line)\_\_\_\_\_

**Past Performance:** Has your organization received EDI Program funding in the past? Yes  No

If yes, list project name(s) and EDI grant/loan amount(s):

\_\_\_\_\_

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years?

Yes  No

If yes, please explain: Click or tap here to enter text.

### PART 2: PROJECT INFORMATION

**Project Title:**

Maple Falls Water Coop Water Storage Tank Replacement

**Project Location and Parcel #:**

Property ID: 146479 Geo ID: 4006303943280000 7997 Silver Lake Rd Maple Falls WA 989266

**Project Description (500 words maximum):** Please describe the project, including specific infrastructure to be built or improved, expected timeline, and how it meets the goals of the EDI program.

See attached

**Loan Request:** \$ \_\_\_\_\_ If requesting a loan, term requested: \_\_\_\_\_ years

**Grant Request:** \$ 555,300

**Total EDI Funds Requested:** \$555,300

**Local Match Amount:** \$61,700 (10% of EDI request minimum preferred) \*\*Coop total project cost \$617,000)\*\*

Source(s) of match:

Existing reserve funds and Project surcharge added to monthly membership fees

### PART 3: PROJECT BUDGET AND FUNDING SOURCES

**Complete the public project budget and status of funds:**

Is funding 100% complete if EDI funds are approved? Yes  No

If no, please explain:

Funding Source	Amount	Planned/Applied For	Secured
Federal	\$	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
State	\$	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Local	\$	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Private	\$61,700	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
EDI Request	\$555,300	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>TOTAL</b>	<b>\$617,000</b>		

**Private Investment:** If applicable, describe the amount of outside (private) funding committed to the project (e.g., plant and equipment):

Private dollars will be collected from Coops customers via project surcharge added to the monthly member fee.

## PART 4: PROJECT DETAILS

### A. PUBLIC INFRASTRUCTURE INFORMATION

**1. Describe the public infrastructure being proposed:** *Include engineering estimates and attach a site map detailing the proposed improvements as Attachments A and B.*

Replacement of one decommissioned water storage tank with associated access road and pipeline improvement as Phase One of two-phase replacement of two community water storage tanks

**2. Describe how these improvements will enhance or encourage community vitality and stimulate private development in the area:**

This project will restore adequate water storage and fire flow capacity, enabling the system to meet current fire code and building standards for both residential and commercial zones. Without these improvements, development in Maple Falls has been restricted due to insufficient infrastructure. Completing this project removes a critical barrier to growth and supports long-term community vitality and private investment.

**3. List all permits and environmental reviews required for the public project and detail their status:**

Activity	In Process (Date)	Completed (Date)
Preliminary Engineering		12/19/2024
Environmental Review	12/1/2025	Click or tap to enter a date.
Design Engineering	07/01/2025	

Activity	In Process (Date)	Completed (Date)
Right-of-Way	N/A	Click or tap to enter a date.
Construction Permits	6/18/2025	Click or tap to enter a date.
Environmental Permits	6/18/2025	Click or tap to enter a date.
Bid Documents	12/1/2025	Click or tap to enter a date.
Award Construction Contract	12/30/2025	Click or tap to enter a date.
Begin Construction	4/1/2026	Click or tap to enter a date.
Project Operational	10/30/2026	Click or tap to enter a date.

**4. Are any other public jurisdictions involved in this project? If so, in what way?**

Whatcom County – Permitting    Department of Health – Small Water System Management Program

**5. Who will maintain the public facility/infrastructure to be completed with EDI funds? Will this project impact utility rates within the jurisdiction?**

Infrastructure is maintained by the Maple Falls Water Cooperative (MFWC) under direction of the Board. Customers of the MFWC in this service area will pay charges to the MFWC to recover MFWC's costs. The grant component will reduce project costs paid by membership.

**6. Will this project directly generate a revenue stream that could be used to repay an EDI loan? Will this project spur indirect revenues that could be used to repay an EDI loan?**

The Maple Falls Water Coop has a revenue stream from membership. The improved water distribution system will ensure a continued revenue stream for loan repayment. Residential and business growth will reduce individual membership costs of loan repayment by a small amount.

**7. What other revenue sources are available for this project and have they been considered? (Including forming a Local Improvement District (LID or ULID), issuing Councilmatic Bonds, Revenue Bonds, or other source(s))**

The State Drinking Water State Revolving Fund is a potential source. This is a less desirable funding source due to a higher loan interest rate, our project's low priority ranking, and limited grant availability.

**PART 5: ECONOMIC IMPACT (FOR NON-HOUSING PROJECTS)**

*Complete this section for Jobs in Hand, Build It and Jobs Will Come, and Community Enhancement projects.*

**1. Describe the private development project that will be supported by this public facility project. If there is a committed private sector partner, include Contingency Agreement (Attachment E):**

No specific long-term private sector project is proposed if this project occurs; however, without the project, development in the area is either not viable or very limited.

**2. Explain why the private development requires the proposed public improvement(s):**

Business activity and housing development require a safe and reliable water supply and the water supply for fire system must be upgraded to meet current building and fire codes necessary to support new construction.

**3. What is the status of the associated private development review and permits? List all permits required and give the current status: **\*\*No associated private development review or permits other than Project Permits\*\*****

Permit/Review	In Process (Date)	Completed (Date)
Environmental Review	Click or tap to enter a date.	Click or tap to enter a date.
Construction Permits	Click or tap to enter a date.	Click or tap to enter a date.
Environmental Permits	Click or tap to enter a date.	Click or tap to enter a date.
Others (specify): _____	Click or tap to enter a date.	Click or tap to enter a date.

**4. Describe the type of industry or economic activity the public development will attract. What is the strategy to attract industry to the project site?**

The project will enable expansion of retail outlets, increased demand for services, food establishments serving the local and tourist population, and housing development as well as increased demand for existing housing. Outreach via social media and presence at local and regional events are planned.

**5. List the number of projected jobs, by type, to be retained and/or created by the private entity:**

**\*\*See Attachment for details\*\***

Occupation	Current Jobs Retained* (FTEs)	Jobs Created Year 1 (FTEs)	Jobs Created by Year 5 (FTEs)	Hourly Wage	Local Occupational Hourly Wage**
Management/Admin***	1/3			\$28	\$28
Technical/Professional	2			\$26-45	\$26-45
Office/Clerical	1/3			\$28	\$28
Production	3			\$24-74	\$24-74
Sales					
Skilled Crafts					

Occupation	Current Jobs Retained* (FTEs)	Jobs Created Year 1 (FTEs)	Jobs Created by Year 5 (FTEs)	Hourly Wage	Local Occupational Hourly Wage**
Others (specify)					
Totals	5 2/3			N/A	N/A

\*Retained jobs are defined as jobs that would otherwise be lost from the county without this project.

\*\*This column will be populated with current data from the state.

\*\*\*Indicate Management positions in annual salary.

**Projected annual gross payroll for all job classifications:**

\$463,665

**PART 6: COMMUNITY BENEFIT AND IMPACT METRICS**

**1. What is the project’s projected amount of NEWLY generated revenue for Whatcom County? For example, does the project generate sales tax, property tax, personal property tax, etc.?**

Expected new revenue includes sales and property taxes from housing and business development and sales tax from increased retail and other business activity.

**2. What will the effect of this project be on the natural environment – does the project address any issues related to public health, pollution, or quality of life?**

There are no adverse environmental impacts. The safe water delivery will directly enhance public health for the community as well as safety from improved fire flow capability.

**3. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?**

The project will immediately improve public safety by providing adequate water flow for fire suppression and a healthy, safe domestic water supply.

**4. Describe specific quantifiable measures of the outcomes, other than purely jobs or housing units, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.**

Increased water delivery reliability will be measured by Coop methods in place. Increased Coop membership by population growth in the service area is measured. Purchase of additional available shares is measured. Demonstrated adequate fire flow in the event of fire will be monitored with the Whatcom Fire Department.

**5. If the project involves broadband infrastructure, describe how it will expand access to affordable and reliable internet for Whatcom County businesses.**

**PART 7: LOAN REPAYMENT CAPACITY**

**Complete this section if requesting a loan or loan/grant combination.**

**1. Describe your proposed loan repayment source(s):**

Monthly membership payments for loan repayment if required

**2. For housing providers, explain how the loan terms requested align with the expected affordability period and financial structure of your housing development:**

**3. Describe any factors that could impact your ability to repay the loan and how you plan to mitigate these risks:**

Economic downturn could negatively impact member's ability to make monthly payments. Distributing payments over time and among all members will mitigate risks. Population and business growth will decrease per-member costs.

**PART 8: Personnel in economic development (ED) offices**

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Geographic location served by your agency:

Is your agency a Membership Organization?    Yes     No

Amount of funding requested:

Personnel proposal: (include specifics of #FTEs, hours worked, specific tasks to be performed and how the county benefits)

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## REQUIRED ATTACHMENTS

Please attach the following documents to your application:

- Exhibit A. Engineered cost estimates
- Exhibit B. Site Map
- Exhibit C. Project Timeline
- Exhibit D. Commitment letters from other funding sources (if available)
- Exhibit E. For Jobs in Hand projects: Private partner contingency agreement

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## CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO WHATCOM COUNTY FOR INVESTMENTS IN ECONOMIC DEVELOPMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Official:

Date: June 27 2025

Title: Board Member, Maple Falls Water Coop

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## SUBMISSION INSTRUCTIONS

Applications are due by June 30. Submit completed applications with all attachments to:

Whatcom County Executive's Office  
Attn: EDI Program  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225

Or email to: [Email Address]

For questions, contact: [Contact Information] Alan Shurman 360 599-9748 cell: 360 220-4702  
[ashurman@peoplepc.com](mailto:ashurman@peoplepc.com) PO Box 2004 Maple Falls WA 98266

*For County Use Only:*

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

Application Complete: Yes  No

Date to EDI Board: \_\_\_\_\_

**Part 2 - Project Description:**

The Maple Falls Water Cooperative seeks Economic Development Investment (EDI) grant funding from Whatcom County to construct a critical water infrastructure upgrade for the rural community of Maple Falls. The Maple Falls Water Coop is a Type A nonprofit public water system supplying water to residents and businesses in Maple Falls. Located along SR-542 in East Whatcom County, Maple Falls serves as an increasingly attractive residential alternative to higher-cost areas like Bellingham. The community's service area includes Residential Rural (RR) zoning and all of Maple Falls Small Town Commercial (STC) zoning, and has seen steady demand due to its affordability and proximity to recreational destinations.

This project addresses the urgent need to replace a decommissioned 30,000-gallon water reservoir—originally built in 1967 and removed from service due to concrete failure—with a new 47,000-gallon reinforced concrete tank. The existing single functioning tank is insufficient to meet Whatcom County Fire Marshal fire flow standards, and the lack of redundancy poses serious risks to public safety and system reliability. The community has no water storage during required tank maintenance. The replacement tank will restore critical capacity and provide compliant fire flow and operational flexibility. Additionally, 225 feet of water main along the access road will be upsized from 8" to 12" to support future system demands. Use of all other existing system infrastructure is maintained.

The Maple Falls Water Coop currently serves 121 shareholder households and businesses and is a designated Disadvantaged Community by the Washington State Office of Drinking Water. Total project costs are estimated at \$617,000. The Coop is seeking grant support to minimize community debt, but could repay a loan portion over time through member revenues.

Beyond meeting health and safety requirements, this project directly supports economic development in a historically underserved area. Upgraded fire flow and storage capacity will enable commercial development within the STC-zoned core of Maple Falls, currently constrained by inadequate infrastructure. Future opportunities include retail, food services, and recreation-based businesses that leverage Maple Falls' position as a gateway to Mount Baker. Improved water infrastructure will also support affordable housing development in the region, aligning with Whatcom County's Comprehensive Plan priorities.

This project represents the first phase of a broader system upgrade that includes replacing the Coop's second aging 53,000-gallon tank in the future. Together, these improvements will enable long-term growth, bringing total storage to 126,000 gallons and supporting projected buildout of up to 324 ERUs.

No negative environmental impacts are expected. The project qualifies as a replacement-in-kind under SEPA and complies with all applicable state and local regulations. All construction will occur on an existing site with a WA State DNR easement.

In summary, the Maple Falls Reservoir Replacement project will restore safe, reliable water service, unlock commercial and residential development potential, and create lasting economic and public safety benefits for an underserved yet growing community.

**5. List the number of projected jobs, by type, to be retained and/or created by the private entity:**

**Job types and numbers provided by Wilson Engineering. Hourly wage/annual salary data are averages for Washington State from publicly available data. These are likely existing positions. Wilson Engineering estimates 1/3 FTE for all worker's time on this project.**

- Engineering - 3 surveyors \$41/hr \$124,000, 2 engineers \$45/hr \$104,000 1 drafter \$26/hr \$71,000/yr
- General Contractor (site work, water line, etc.) - 1 project manager \$74/hr \$154,000, 1 foreman \$35/hr \$94,000, 2 laborers \$24/hr \$48,000/yr, 1 truck driver \$32/hr \$97,000/yr 1 equipment operator \$30/hr \$68,000/yr
- Tank Subcontractor - 1 foreman \$35/hr \$94,000, 2 laborers \$24/hr \$48,000/yr.
- Management/Admin: 1 \$28/hr, \$87,000/yr

**Engineering**

- Surveyors: \$124,000
- Engineers: \$69,333
- Drafter: \$23,666

**General Contractor**

- Project Manager: \$51,333
- Foreman: \$31,333
- Laborers: \$32,000
- Truck Driver: \$32,333
- Equipment Operator: \$22,667

**Tank Subcontractor**

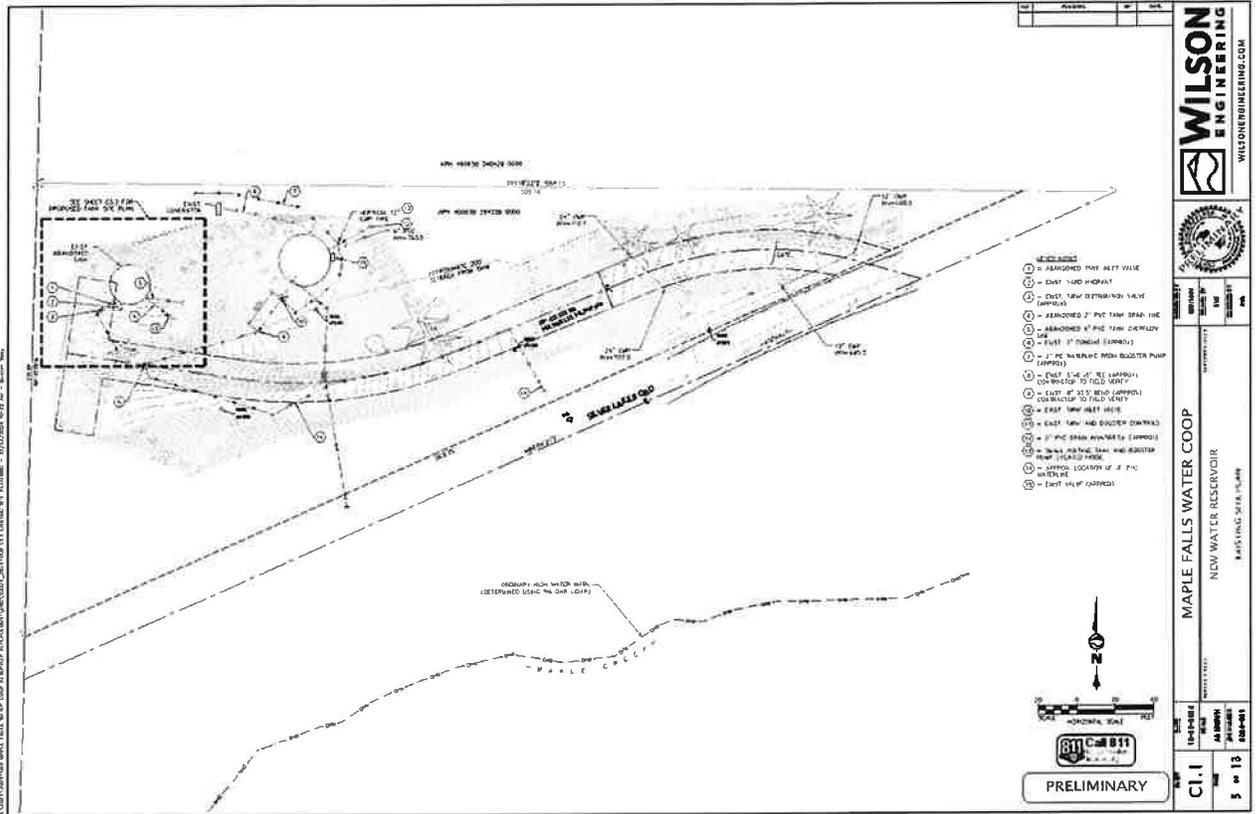
- Foreman: \$31,333
- Laborers: \$32,000

**Management/Admin: \$29,000**

**Total: \$463,665**

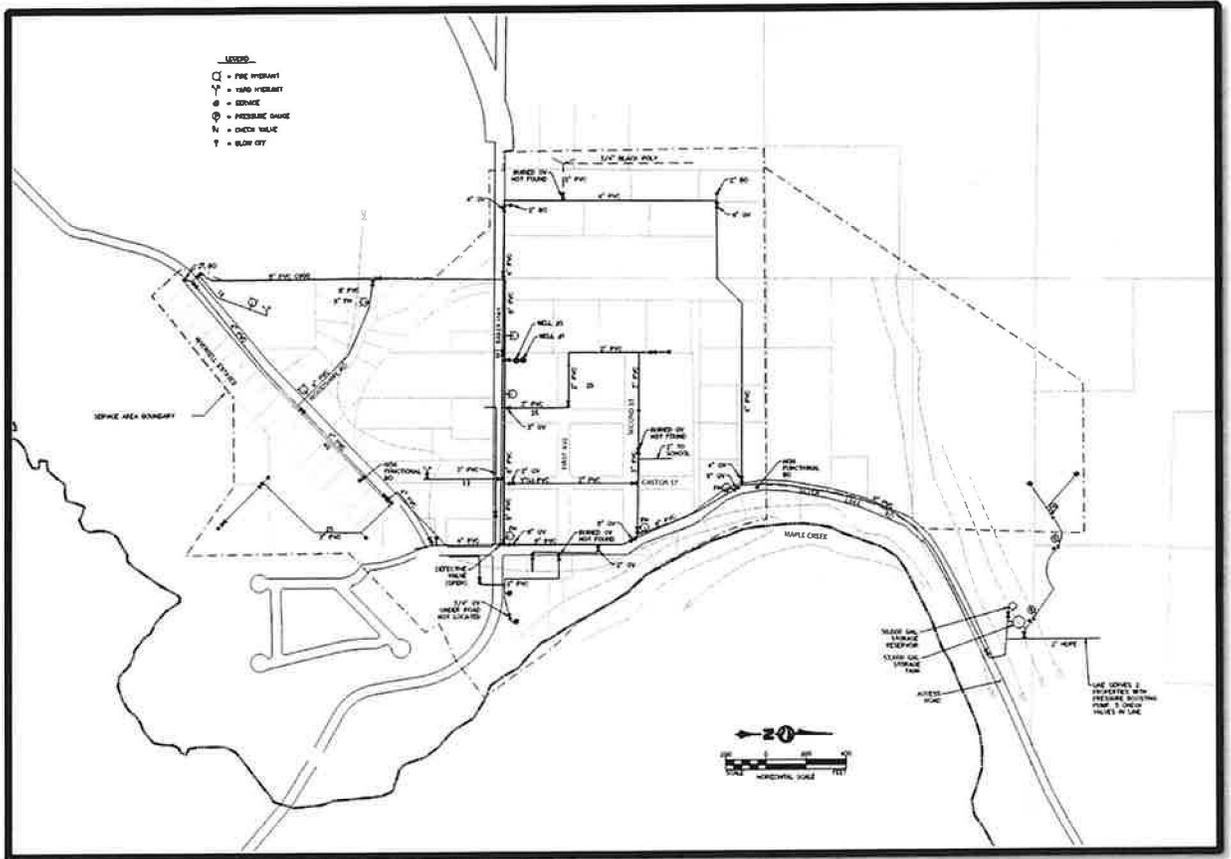


### Exhibit B: Site Map



## Maple Falls Water Coop Service Area and Nearby Water Systems

The map below (Figure 2) shows the Maple Falls Water Cooperative system and major facility components.



Timeline seen here represents the original timeline proposed in the application. It has since been revised, but is shown here as it was originally.

### **Exhibit C: Project Timeline**

- Complete Project Report and Construction Plans, submit to DOH: May 2025
- Whatcom County Planning Permitting
- DOH Review Period (assume 3 months): June 2025
- Address DOH comments and final approval: November 2025
- SWSMP updates (by Coop) and Funding Procurement: January 2026
- Construction: summer-fall 2026

The new storage tank will share its footprint with the existing tank, which is currently decommissioned. As such, construction phasing will be as follows:

1. Site staging and pre-construction meeting – March 2026
2. Demolish existing decommissioned tank – April 2026
3. Site grading and utility work– May-July 2026
4. Construct new tank, test and disinfect – August – September 2026
5. Connect to existing water system, restoration – October 2026