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
Barbara Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Carol Frazey
Satpal Sidhu

WHATCOM COUNTY COUNCIL

COMBINED

PACKET FOR

MARCH 26, 2019

THIS COMBINED PACKET INCLUDES AGENDAS AND RELATED PAPERWORK FOR THE FOLLOWING MEETINGS:

FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (11 A.M.)

PUBLIC WORKS AND PUBLIC SAFETY (1:30 P.M.)

PLANNING AND DEVELOPMENT (2:30 P.M.)

COUNCIL (7 P.M.)

_____

UPCOMING MEETINGS AND EVENTS:

MARCH 27, 2019
6:30 P.M. (6 P.M. OPEN HOUSE)
ANNUAL LAKE WHATCOM JOINT COUNCILS AND COMMISSIONERS MEETING
CITY HALL, 210 LOTTIE STREET

APRIL 2, 2019
10 A.M. – HEALTH BOARD
COUNCIL CHAMBERS, 311 GRAND AVENUE

APRIL 9, 2019
REGULAR COUNCIL AND COMMITTEE MEETINGS
311 GRAND AVENUE

PLEASE VISIT THE COUNCIL'S NEW LEGISLATIVE INFORMATION CENTER
TO ACCESS ALL COUNCIL MEETING-RELATED INFORMATION

COMMITTEE AGENDAS

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
Members: Tyler Byrd, Carol Frazey, Satpal Sidhu
11 a.m. Tuesday, March 26, 2019
Council Chambers, 311 Grand Avenue

Call to Order

County Executive's Report

Special Report

1. AB2019-169 Presentation from the Western Washington University Small Business Development Center regarding their 2018 services and economic impacts in Whatcom County
Pages 1 - 24

2. AB2019-168 Presentation of the 2019 Economic Development Strategy
Page 25

Committee Discussion and Recommendation to Council

1. AB2019-150 Ordinance Increasing Sheriff's Office Petty Cash Fund
Pages 26 - 27

2. AB2019-160 Ordinance amending the 2019 Whatcom County Budget, request no. 4, in the amount of $2,260,652
Pages 28 - 54

3. AB2019-156 Ordinance to Repeal Ordinance 2019-017
Pages 55 - 57

4. AB2019-161 Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County
Pages 58 - 78

5. AB2019-191 Resolution in support of retaining the Alaska Marine Highway System between Bellingham and Alaska destinations
Pages 79 - 81

Council "Consent Agenda" Items

1. AB2019-164 Request authorization for the County Executive to enter into an agreement between Whatcom County and Whatcom Counseling and Psychiatric Clinic, Inc. and T-Mobile West LLC for Third Amendment to Site Easement with Options
Pages 82 - 103

2. AB2019-165 Request authorization for the County Executive to enter into a contract between Whatcom County and Reisner Distributors, Inc., to provide card lock fuel services for Whatcom County fleet vehicles at Pacific Pride fueling stations in the amount of $400,000
Pages 104 - 127

3. AB2019-166 Request authorization for the County Executive to enter into a contract between Whatcom County and Mt. Constitution Sites, Inc, to provide for the Mt. Constitution radio tower lease, in the amount of $17,655.05
Pages 128 - 144

4. AB2019-170 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Transportation to obligate federal construction funds for the Guardrail Safety Program, in the amount of $805,000
Pages 145 - 153

5. AB2019-174 Request authorization for the County Executive to enter into a contract between Whatcom County and Public Safety Testing, Inc. to conduct background investigations on candidates for employment with the Sheriff's Office, in the amount of $42,000
Pages 154 - 165

6. AB2019-177 Request authorization for the County Executive to enter into a contract between Whatcom County and The Watershed Company to assist in the periodic review of the Shoreline Master Program in the amount of $100,000
Pages 166 - 182

Other Business

Adjourn

PUBLIC WORKS AND HEALTH COMMITTEE
Members: Barbara Brenner, Barry Buchanan, Carol Frazey
1:30 p.m. Tuesday, March 26, 2019
Council Chambers, 311 Grand Avenue

Call To Order

Committee Discussion

1. AB2019-188 Discussion regarding Pt. Roberts solid waste issues
Pages 183 - 185

Other Business

Adjourn

PLANNING AND DEVELOPMENT COMMITTEE
Members: Barbara Brenner, Tyler Byrd, Todd Donovan
2:30 p.m. Tuesday, March 26, 2019
Council Chambers, 311 Grand Avenue

Call To Order

Special Presentation

1. AB2019-180 Planning and Development Services' semi-annual report
Page 186

Other Business

Adjourn

COUNCIL AGENDA

CALL TO ORDER
FLAG SALUTE
ROLL CALL
ANNOUNCEMENTS
If you will be handing out paperwork to councilmembers, please give one copy to the clerk for our office files. Thank you.

MINUTES CONSENT

1. MIN2019-024 Regular County Council for January 29, 2019 (Amended)
   Pages 187 - 202

2. MIN2019-026 Special Committee of the Whole for March 12, 2019
   Pages 203 - 206

3. MIN2019-029 County Council for March 12, 2019
   Pages 207 - 214

PUBLIC HEARINGS
Audience members who wish to address the council during a public hearing are asked to sign up at the back of the room before the meeting begins. The council chair will ask those who have signed up to form a line at the podium. Each speaker should state his or her name for the record and optionally include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group.

1. AB2019-153 Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement
   Pages 215 - 225

2. AB2019-158 Resolution and Public Hearing regarding support for a Community Development Block Grant funding application
   Pages 226 - 232

3. AB2019-159 Resolution requesting Council authorization of the release of covenants on the property known as the Playground Tract, Bennett Hill supplemental
   Pages 233 - 241

OPEN SESSION (20 MINUTES)
During open session, audience members can speak to the council on any issue not scheduled for public hearing. Each speaker should state his or her name for the record and optionally include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

CONSENT AGENDA
Items under this section of the agenda may be considered in a single motion. Councilmembers have received and studied background material on all items. Committee review has taken place on these items, as indicated. Any member of the public, administrative staff, or council may ask that an item be considered separately.

(From Finance and Administrative Services Committee)

1. AB2019-164 Request authorization for the County Executive to enter into an agreement between Whatcom County and Whatcom Counseling and Psychiatric Clinic, Inc. and T-Mobile West LLC for Third Amendment to Site Easement with Options
   Pages 82 - 103

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Pages 154 - 165

6. AB2019-177 Request authorization for the County Executive to enter into a contract between Whatcom County and The Watershed Company to assist in the periodic review of the Shoreline Master Program in the amount of $100,000
Pages 166 - 182

OTHER ITEMS

(From Finance and Administrative Services Committee)

1. AB2019-150 Ordinance Increasing Sheriff's Office Petty Cash Fund
Pages 26 - 27

2. AB2019-160 Ordinance amending the 2019 Whatcom County Budget, request no. 4, in the amount of $2,260,652
Pages 28 - 54

3. AB2019-156 Ordinance to Repeal Ordinance 2019-017
Pages 55 - 57

4. AB2019-161 Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County
Pages 58 - 78

5. AB2019-191 Resolution in support of retaining the Alaska Marine Highway System between Bellingham and Alaska destinations
Pages 79 - 81

(No Committee Assignment)

6. AB2019-163 Request approval to change the start time of Health Board meetings to 10 a.m.
Page 242

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. AB2019-167 Ordinance granting Glenhaven Lakes Club Inc. a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services
Pages 243 - 285

2. AB2019-176 Ordinance amending the Ferry System Petty Cash Revolving Fund from $1800.00 to $3300.00
Pages 286 - 289

3. AB2019-184 Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project in the amount of $115,000
Pages 290 - 292

4. AB2019-187 Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership
Pages 293 - 296

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: AB2019-169

File ID:	AB2019-169	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/07/2019	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Presentation		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Presentation from the Western Washington University Small Business Development Center regarding their 2018 services and economic impacts in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Presentation March 26

Final Action:
Enactment Date:
Enactment #:


Trends
Clients
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2018 Overview
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Who We Are
Partnerships
Why SBDC
Accountability
llingham chocolate comp


Partnerships
U.S. Small Business Administration – funding, program governance
Western Washington University – funding, local program host
Local Government - funding
• Whatcom County
• Port of Bellingham
• City of Bellingham
• City of Blaine
Grants
• Northwest Business Development Association
ROI
Over $25:$1
For every dollar of funding we receive, our clients generated over $25 in new investments for our community.
WESTERN
WASHINGTON UNIVERSITY
WHATCOM COUNTY WASHINGTON
PORT OF BELLINGHAM
Building a Strong Community
City of Bellingham
BLAINE WASHINGTON
NWBDA

Mission

We are advancing our local economy by growing our existing companies and helping new businesses start smart.



CJ Seitz
Director



Eric Grimstead
Certified Business Adviser



Sherri Daymon
Research & Technical Assistance Manager
Certified Business Adviser



Asche Rider
Certified Business Adviser



Haley Halverson
Program Specialist



Megan Jendro
MBA Grad Assistant



Warren Tomlinson
MBA Grad Assistant

Core Services

Core Services

1. Business Development Advising: One on one, confidential, no charge

2. Applied Research: Supporting competitive intelligence via secondary market research

3. Academic Collaboration: SBDC hosted student consultancy projects

In Whatcom County, small businesses make up **99.8%** of firms and provide **82.4%** of jobs.

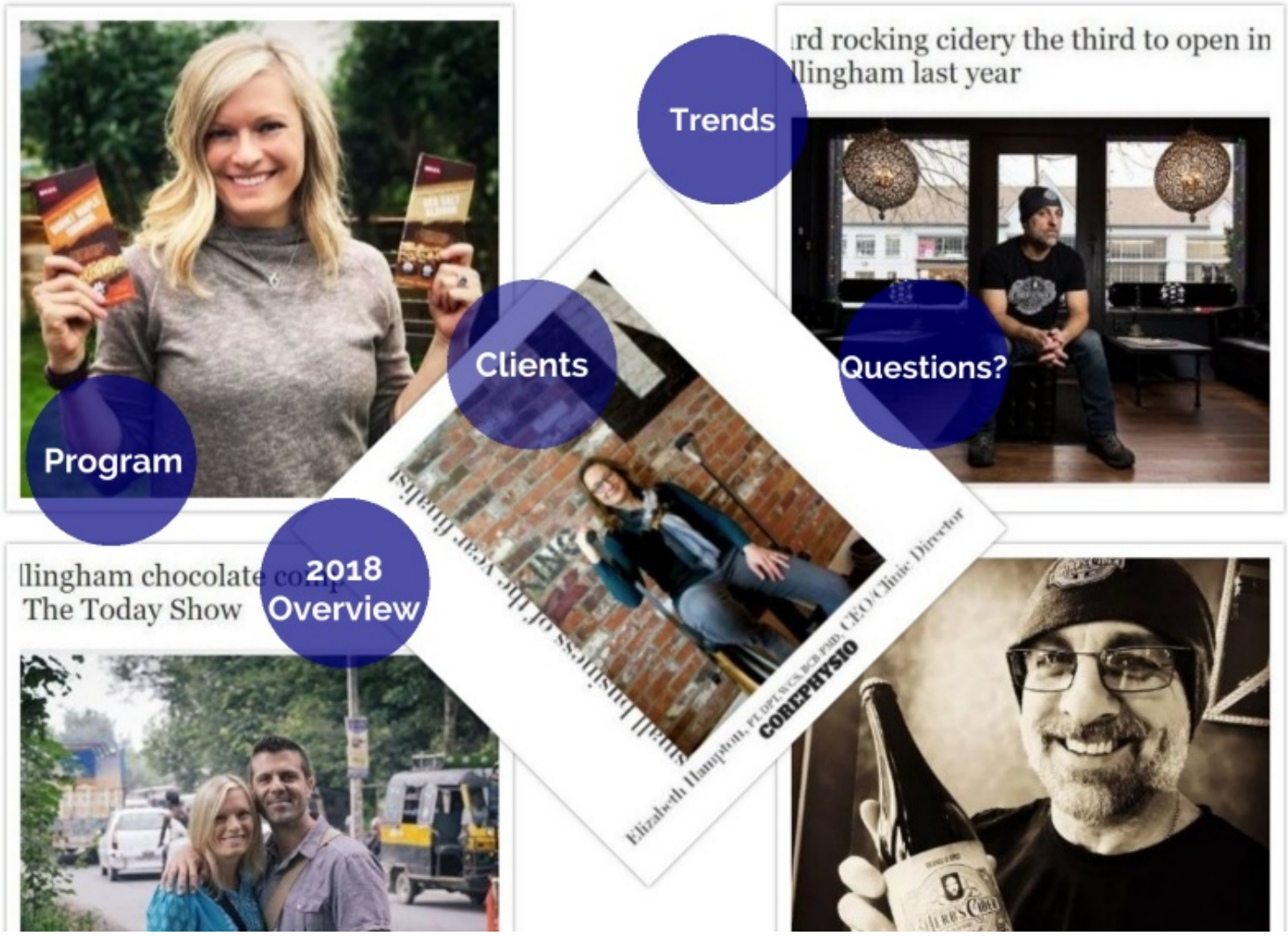


Accountability

- Strict Confidentiality
- No Referrals Made with Outside Interest
- Client Verification of Impacts
- Business Advisor Certification
- National Accreditation
- SBA Audit & Site Visit



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2018 Services
Businesses Advised: 325 clients
Non clients supported: 209
Applied Research: 91 projects
Academic Collaboration: 36 projects
Trainings: 13 trainings
Success Report
Rural Development

2018 Economic Impacts



Capital Formation: $12.8M
Business Starts: 6
Jobs Created & Retained: 315

Total Jobs Supported: 2841
Total Client Sales: $263M

10


In 2018, SBDC's Rural Outreach Program...
• 81 Rural Whatcom County businesses
• 687 Hours of advising and research services
• 1 business start
• 1 business buy/ sell
• 76 job created or retained
"[Our adviser] at SBDC has been very helpful any time I ask her questions and she brings great ideas to the table. I look forward to further collaborating as our opening date approaches."
Drayton Harbor Oysters
Lighthouse Building

Drayton Harbor Oysters

- City of Blaine R.E.D loan
- Capital for new, larger retail space

Drayton Harbor Oyster Company
677 PEACE PORTAL DR • DOWNTOWN BLAINE
FRESH OYSTERS
GRILLED • RAW • CRAFT BEERS • WINE



Mark Seymour, Owner

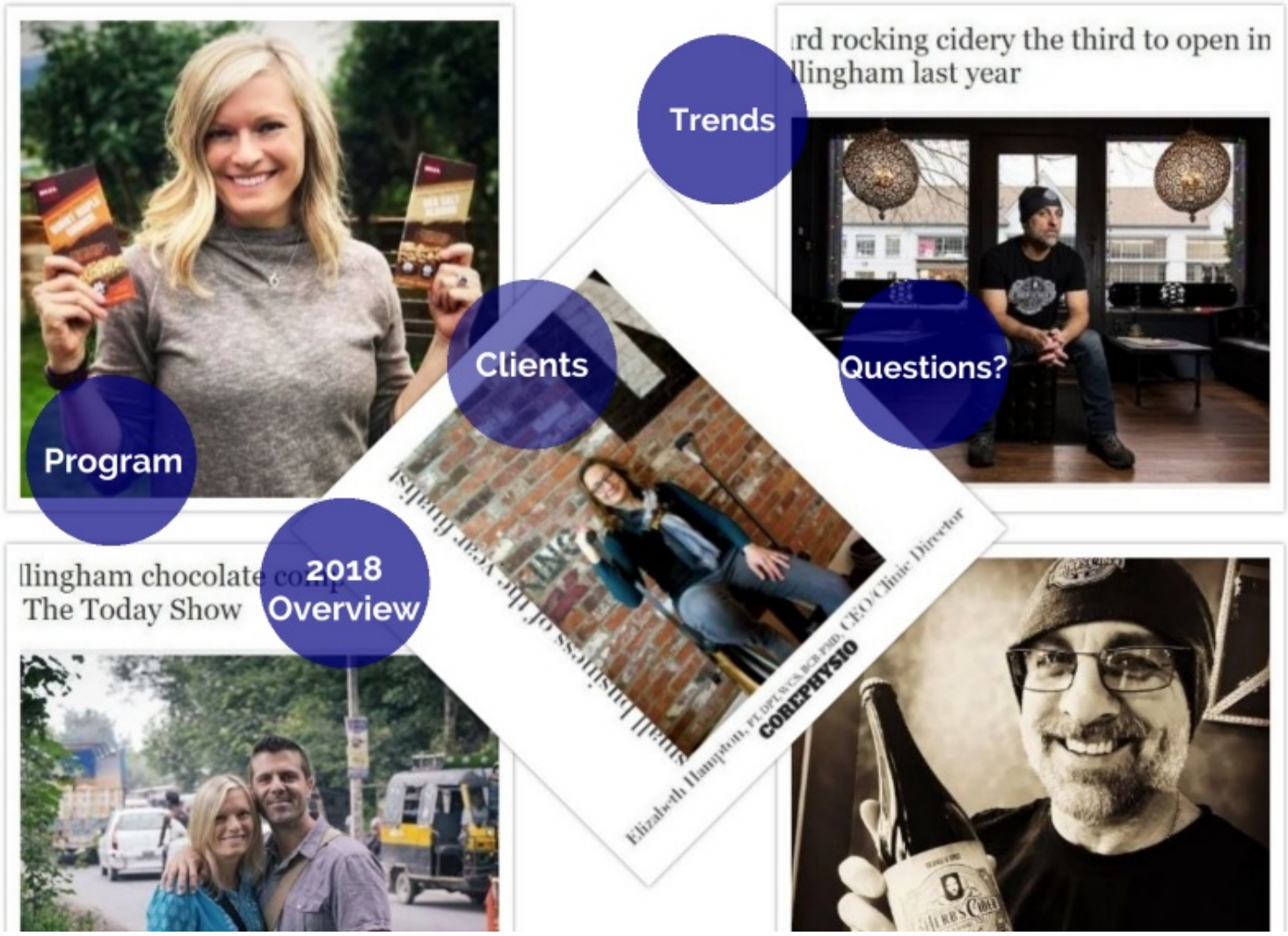
Starbucks

Financing the lighthouse building destination





Left to right: Eric Grimstead, Business Advisor
Mike Hill, Owner of Hill's Chevron & new lighthouse building occupied by Starbucks
Jeremy Field, SBA Regional Administrator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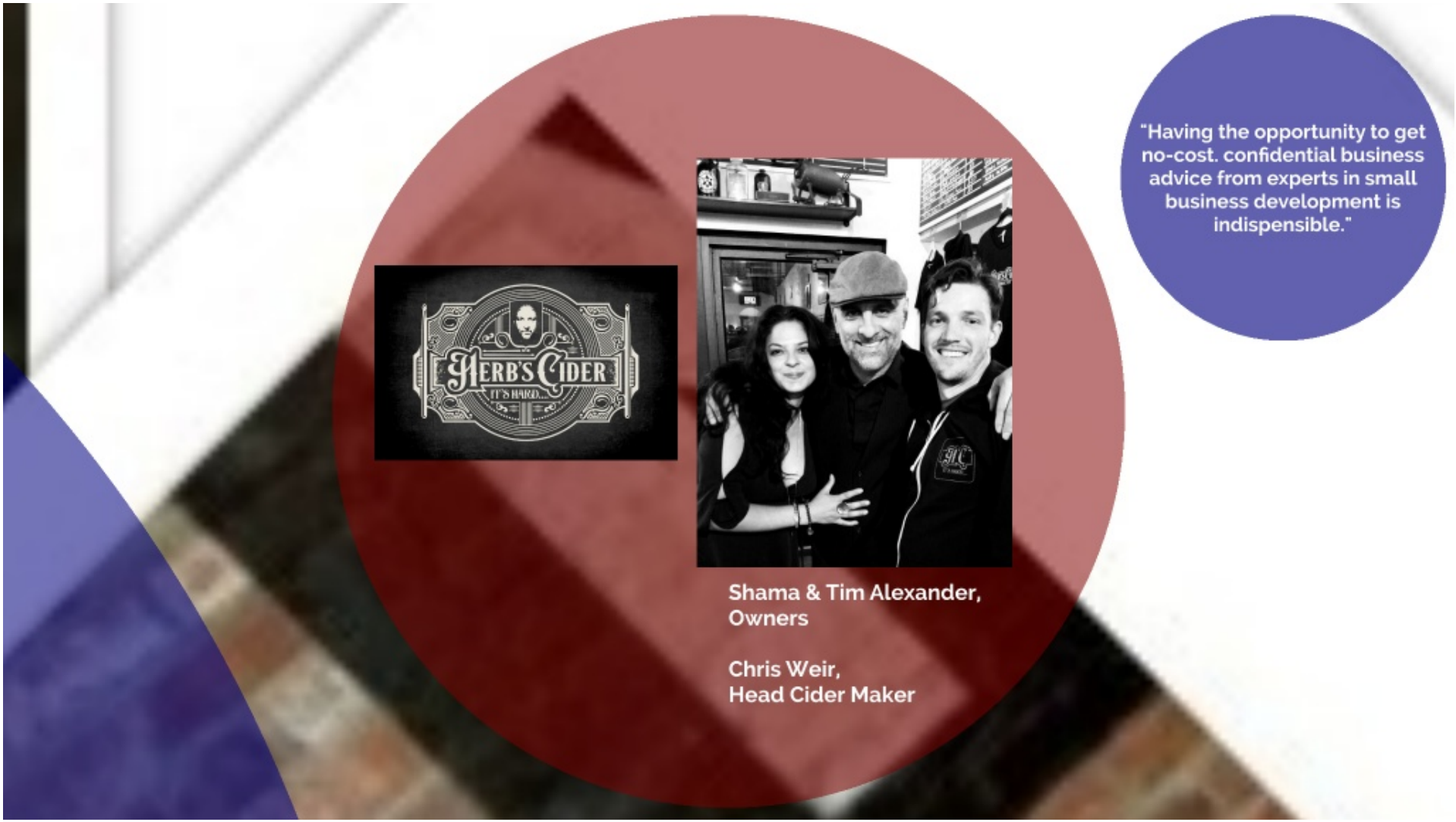
Client Stories
Herb's Cider
BIJA Chocolates
Core Physio



"Having the opportunity to get no-cost. confidential business advice from experts in small business development is indispensible."

Shama & Tim Alexander,
Owners

Chris Weir,
Head Cider Maker

BIJA

Paul Newman &
Ari Lee-Newman,
Co-founders



"With the help of the SBDC, we were approved for loans from two banks and found an investor! The SBDC also connected us with a WWU professor and student project to help us explore exporting to international markets. We are poised for growth!"

corephysio

PHYSICAL THERAPY SPECIALISTS

performance | healing | confidence



Elizabeth Hampton,
Clinic Owner and
Therapist

"They have been like my business guardian angels. My adviser never tells me what to do, but presents me with options to consider and it's really put me in a position of strength."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COREPHYSIO


#trending
• More High Growth Clients
• Clients Buying Buildings
• Good Access to Financing
• Tight Job Market
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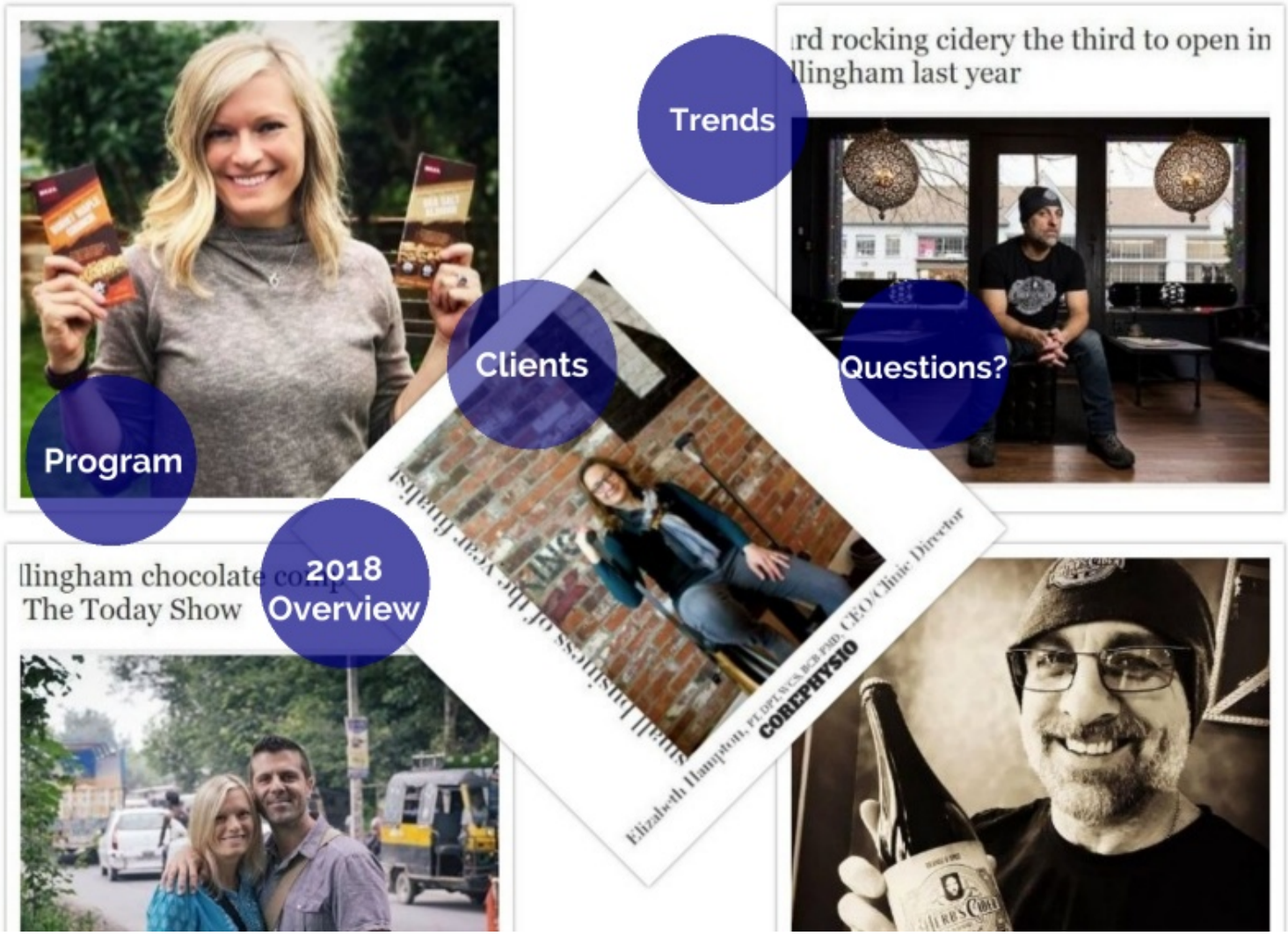
Up next!

20


What's Next?
• Business Transfers
• Focus on Baby Boomer Business Retirement
• Leadership Development
• Expansions and Working Capital
• Rural / Under-served Communities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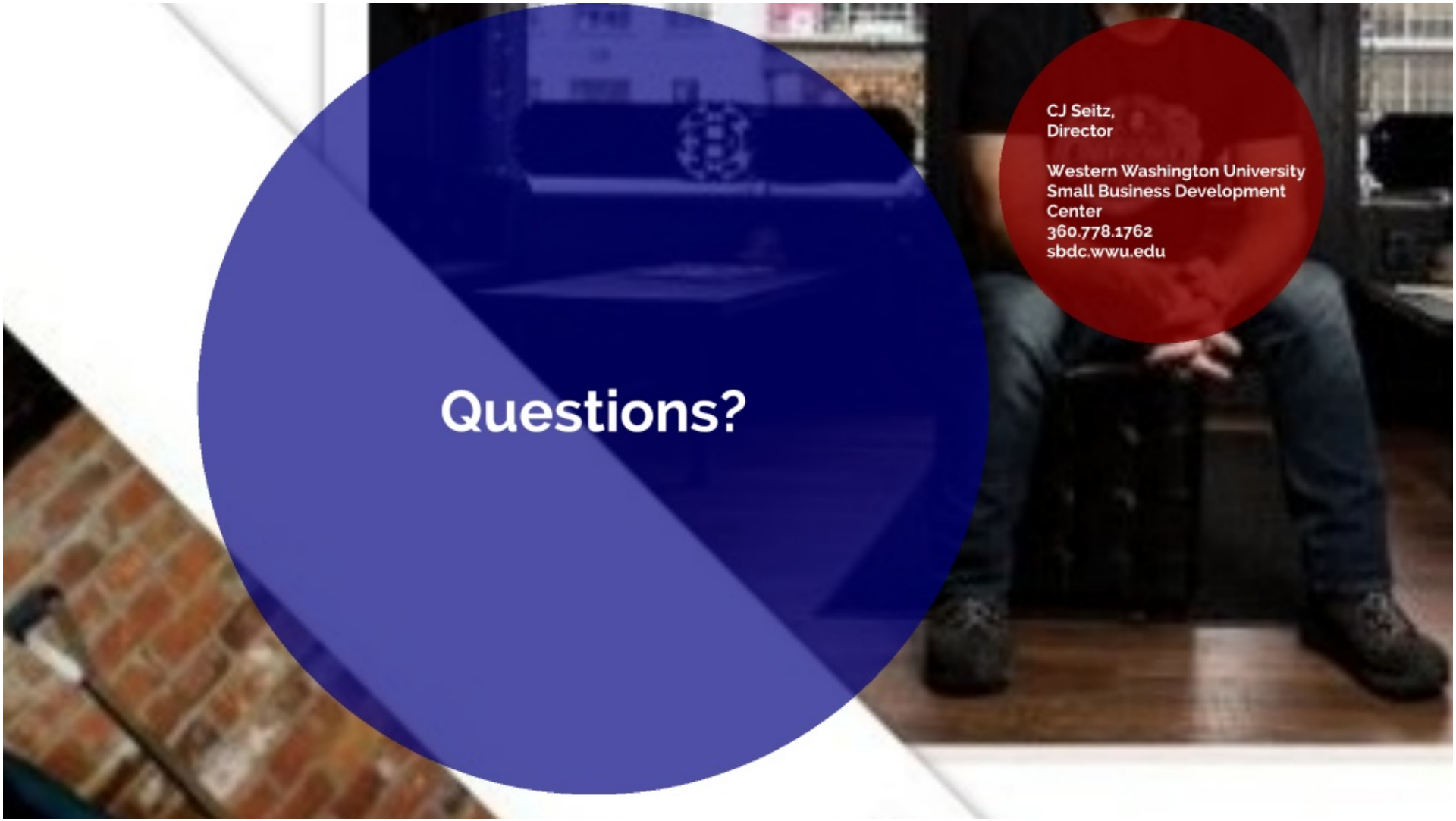
Questions?
CJ Seitz,
Director
Western Washington University
Small Business Development
Center
360.778.1762
sbdc.wwu.edu


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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: AB2019-168

File ID:	AB2019-168	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/07/2019	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Presentation		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Presentation of the 2019 Economic Development Strategy

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation of the 2019 Economic Development Strategy

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Final Action:
Enactment Date:
Enactment #:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-150

File ID:	AB2019-150	**Version:**	1	**Status:**	Introduced
File Created:	02/21/2019	**Entered by:**	DPierce@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**	03/26/2019	**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Ordinance Increasing Sheriff's Office Petty Cash Fund

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

An increase in the petty cash fund is necessary for the Sheriff's Office to have adequate change available to conduct daily transactions when receipting payments from customers.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/12/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance 03/12/19

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Sheriff's Office
INTRODUCTION DATE: 03/12/2019

ORDINANCE NO. _____

INCREASING SHERIFF'S OFFICE PETTY CASH FUND

WHEREAS, it is necessary for the Sheriff's Office to maintain a petty cash fund in order to have change available when receipting payments from customers; and

WHEREAS, the Sheriff's Office petty cash fund of $60 was approved October 17, 1968 to have change available when receipting payments from customers; and

WHEREAS, the current petty cash fund amount of $60 is not sufficient to have adequate change available to conduct daily transactions.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the petty cash fund for the Sheriff's Office is hereby increased from $60 to $300 in order to maintain 3 separate $100 cash drawers for the sole purpose of providing change when receipting payments from customers.

BE IT FURTHER ORDAINED that the Whatcom County Treasurer shall follow current county policy to accomplish this increase.

ADOPTED this _____ day of _____, 20____.

ATTEST:

_____
Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
(Current Chair's Name), Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

L Gallery
_____
Civil Deputy Prosecutor

WHATCOM COUNTY, WASHINGTON

_____
Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: _____

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-160

File ID:	AB2019-160	**Version:**	1	**Status:**	Introduced
File Created:	02/13/2019	**Entered by:**	mcaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
First Assigned to:	Council Finance and Administrative Services Committee				
Agenda Date:	03/26/2019	**Next Mtg. Date:**	03/26/2019	**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 4, in the amount of $2,260,652

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #4 requests funding from the General Fund:

1. To appropriate $114,985 in Health to fund four grant programs for Project Now, a perinatal program, a Group Health Momentum Grant Phase II, and a Department of Health microgrant.
2. To appropriate $14,740 in Sheriff to fund two grant programs for traffic safety and Drug Task Force overtime.

From the Road Fund:

3. To appropriate $450,000 to increase funding for ferry terminal painting and structural steel repair project.

From the Behavioral Health Program Fund:

4. To appropriate $249,927 to fund GRACE program from State and Medicaid funding.

From the Solid Waste Fund:

5. To appropriate $85,000 to fund solid waste facilities improvements.
6. To appropriate $475,000 to fund Point Roberts solid waste collection from fee revenues.

From the Convention Center (Lodging Tax) Fund:

7. To appropriate $35,000 to fund increased tourism projects in 2019.

From Real Estate Excise Tax I Fund:

8. To appropriate $836,000 in Parks to fund Plantation Indoor Range HVAC and roof replacement project.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/12/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ord amend 2019 Budget, #4

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Executive
INTRODUCTION DATE: 3/12/19

ORDINANCE NO.
AMENDMENT NO. 4 OF THE 2019 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 2019 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Health	114,985	(121,505)	(6,520)
Sheriff	14,740	(14,740)	-
Total General Fund	**129,725**	**(136,245)**	**(6,520)**
Road Fund	**450,000**	**-**	**450,000**
Behavioral Health Program Fund	**249,927**	**(249,927)**	**-**
Solid Waste Fund	**560,000**	**(475,000)**	**85,000**
Convention Center (Lodging Tax) Fund	**35,000**	**-**	**35,000**
Real Estate Excise Tax I Fund	**836,000**	**(294,400)**	**541,600**
Total Supplemental	**2,260,652**	**(1,155,572)**	**1,105,080**

In addition, Exhibit B – Capital Appropriations in the 2019-2020 Budget Ordinance should be amended to add the capital appropriations listed in Attachment #1.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Rud Browne, Chair of Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

_____
Civil Deputy Prosecutor

_____
Jack Louws, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2019 Supplemental Budget Ordinance No. 4				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Health	To fund Project Now program from donation proceeds.	26,318	(26,318)	-
Health	To fund perinatal program from grant proceeds.	9,091	(10,000)	(909)
Health	To fund Group Health Momentum Grant Phase II program.	27,807	(33,418)	(5,611)
Health	To fund Department of Health microgrant program.	51,769	(51,769)	-
Sheriff	To fund traffic safety equipment from grant proceeds.	12,240	(12,240)	-
Sheriff	To fund Organized Crime Drug Enforcement Task Force activities from U.S. Department of Justice funding.	2,500	(2,500)	-
Total General Fund		**129,725**	**(136,245)**	**(6,520)**
Road Fund	To increase funding for ferry terminal painting and structural steel repair project.	**450,000**	**-**	**450,000**
Behavioral Health Program Fund	To fund GRACE program from State and Medicaid funding.	**249,927**	**(249,927)**	**-**
Solid Waste Fund				
Health	To fund solid waste facilities improvements.	85,000	-	85,000
Health	To fund Pt Roberts solid waste collection from fee revenues.	475,000	(475,000)	-
Total Solid Waste Fund		**560,000**	**(475,000)**	**85,000**
Convention Center (Lodging Tax) Fund	To fund increased tourism projects in 2019.	**35,000**	**-**	**35,000**
Real Estate Excise Tax I Fund	To fund Plantation Indoor Range HVAC and roof replacement project.	**836,000**	**(294,400)**	**541,600**
Total Supplemental		**2,260,652**	**(1,155,572)**	**1,105,080**

ATTACHMENT #1

Exhibit B

Capital Appropriations
2019-2020 Budget

Department	Fund	Suppl Req #	Capital Description	Budget Year	Cost
			Parks Improvements		
Parks	REET I	2701	Plantation Indoor Range HVAC & Roof Replacement	2019	$ 836,000
			Road Capital Projects		
Public Works	Road	2702	Ferry Terminal Painting and Structural Repair (CRP 917015) Increase	2019	$ 450,000
			Facilities Improvements		
Health	Solid Waste	2706	Solid Waste Facilities Improvements - Pt Roberts	2019	$ 75,000

Supplemental Budget Request

Status: Pending

Health | **Community Health**

Supp'l ID # 2704 | **Fund** 1 | **Cost Center** 621206 | **Originator:** Patty Proctor

Year 1 **2019** | **Add'l FTE** ☐ | **Priority** 1

Name of Request: Project Now

X Regina A Delambo 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	($26,318)
	6120	Extra Help	$10,391
	6230	Social Security	$795
	6259	Worker's Comp-Interfund	$50
	6269	Unemployment-Interfund	$14
	6610	Contractual Services	$10,030
	6625	Software Maint Contracts	$500
	6780	Travel-Educ/Training	$4,428
	7140	Meeting Refreshments	$110
	Request Total		***$0***

1a. Description of request:

We are requesting expenditure authority to support Generations Forward Children's Collaborative using funds from a new grant.

1b. Primary customers:

Young children and their families

2. Problem to be solved:

Children and families who are a racial or ethnic minority and those living in poverty are more likely to experience health and social challenges that impact lifelong well-being. Community-wide attention and investments are needed to assure that all children and families have the opportunities they need to thrive from the start.

3a. Options / Advantages:

Improving outcomes for children and families requires the commitment and actions of many partners and sectors. The Generations Forward Children's Collaborative grew out of a call to action from community leaders concerned about the well-being of young children and families in Whatcom County. The initiative has actively involved parents, families, and diverse stakeholders throughout the county. After a competitive process, Generations Forward was selected as one of ten projects across the nation to receive Project NOW funding and participate in the Project NOW Learning Community. Funds are designated for project staffing, parent and family engagement, and travel and training opportunities.

3b. Cost savings:

Investing in young children and families is the most powerful step to reducing disparities and improving the health of our community. According to Nobel Prize winning economist, James Heckman, investments in high quality early childhood programs and supports have an annual rate of return of 7%-13% for communities.

4a. Outcomes:

1. Infrastructure needed to assure ongoing success of Generations Forward

2. More families involved and in leadership roles
3. More community capacity to identify and address perinatal and early childhood mental health concerns
4. Policy and system changes that provide more funding for early childhood services and that reduce barriers to family economic stability (such as increasing access to affordable child care and housing)

4b. Measures:

1. Number and diversity of parents in leadership roles in Generations Forward
2. Number and diversity of individuals and organizational partners who formally declare commitment to the mission, vision and goals of Generations Forward
3. Amount of new funding available for child and family-focused initiatives

5a. Other Departments/Agencies:

None

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

6. Funding Source:

Boston Medical - Project NOW grant funding

Supplemental Budget Request

Status: Pending

Health | **Community Health**

Supp'l ID # 2707 | **Fund** 1 | **Cost Center** | **Originator:** Patty Proctor

Year 1 **2019** | **Add'l FTE** ☐ | **Priority** 1

Name of Request: DCFY- Perinatal

X Regina A DeLaHunt 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4333.0461	Children W/ Special Need	($10,000)
	6320	Office & Op Supplies	$1,291
	6610	Contractual Services	$5,000
	6780	Travel-Educ/Training	$1,300
	7110	Registration/Tuition	$1,500
	Request Total		***($909)***

1a. Description of request:

We are requesting expenditure authority to increase the availability of peer support for pregnant and parenting Latina women using funds from a new grant.

1b. Primary customers:

Latina women in Bellingham and Nooksack Valley

2. Problem to be solved:

Focus groups conducted in 2017 by the Whatcom County Health Department with low-income mothers of young children revealed barriers to accessing support services, even informal peer support. These barriers included being an English language learner, lack of transportation and child care and immigration status. Qualitative data from the 2018 Community Health Assessment confirmed these findings: "The cultural background of those providing services in the community often does not reflect those they are serving. In some instances, language and cultural differences are creating social isolation and limiting access to social services."

3a. Options / Advantages:

Peer support has been identified by community members as a potential solution to decreasing isolation and increasing the sense of community connectedness. Peer support has been demonstrated to be an effective method for delivering health care messages, improving families' access to appropriate health care and supporting mental well-being. This effort to increase peer support is part of a larger strategy to address the mental health needs of pregnant and parenting women that includes increasing screening and identification, increasing the number of mental health providers with perinatal mood disorder expertise and increasing awareness in the wider community.

3b. Cost savings:

Over 1 in 7 women will suffer from postpartum depression or anxiety nationally. This number is much higher for low-income women. In Washington State, is estimated that nearly 50% of women on Medicaid experience postpartum depression. The annual cost of not treating a mother with depression in lost income and productivity alone is $7,200, according to Wilder Research. And the costs go up significantly when considering the impacts on the child.

4a. Outcomes:

- Increased access to peer support for Latina women in Bellingham and Nooksack/Everson.

4b. Measures:

- Number of peer support meetings held monthly
- Number of attendees

5a. Other Departments/Agencies:

None

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

6. Funding Source:

Washington State Department of Children Youth and Families

Supplemental Budget Request

Status: Pending

Health — **Communicable Disease & Epidemiology**

Supp'l ID # 2710 | **Fund** 1 | **Cost Center** 627216 | **Originator:** Patty Proctor

Year 1 2019 | **Add'l FTE** ☐ | **Priority** 1

Name of Request: Group Heallth Momentum Grant Phase II

X Regina A Delaney 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	($33,418)
	6320	Office & Op Supplies	$1,040
	6610	Contractual Services	$19,000
	6780	Travel-Educ/Training	$6,467
	7110	Registration/Tuition	$1,300
	Request Total		***($5,611)***

1a. Description of request:

We are requesting expenditure authority to contract for professional services to assist us with the design of a social marketing campaign aimed at increasing immunization rates in our community. The funding will also be used to support our immunization staff training and related travel to the national vaccinology conference. This renewed funding award of the Group Health Foundation Grant awarded will be utilized to promote disease prevention through supporting immunizations and related health promotion projects in Whatcom County.

1b. Primary customers:

Whatcom County children age 0-18 and their parents/guardians.

2. Problem to be solved:

The county has had lower immunization rates than the state average, and has experienced above average rates of measles, mumps and pertussis.

3a. Options / Advantages:

One of our department priorities is to engage the public with a desired result that people are safe and protected from disease; the projects included in this grant award will enable us to enhance work in this area by identifying effective messaging and materials to reach families with children under 18. Applying marketing principles to social causes is a newer approach to addressing complex health topics such as immunization hesitancy. Identifying low-cost evidence based strategies and messaging will help program staff create an infrastructure for an ongoing campaign to raise immunization rates. Program staff will review outcomes and determine if the interventions are effective prior to expanding.

3b. Cost savings:

Undetermined, intended results include decreased time out of school for children and decreased sick leave use by parents.

4a. Outcomes:

Improved immunization rates for Whatcom County children age 0-18, decreased sick days reported by participating schools, decrease outbreak response resources required by department and local healthcare providers.

4b. Measures:

2019-2020 program performance measures, grant work plan benchmarks.

5a. Other Departments/Agencies:

Local dentists, elementary schools, birthing centers, WIC programs and childcares, primary care provider offices, Nurse Family Partnership

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

6. Funding Source:

Group Health Foundation Community Grant.

Supplemental Budget Request

Status: Pending

Health — **Communicable Disease & Epidemiology**

Supp'l ID # 2708 | ***Fund*** 1 | ***Cost Center*** | ***Originator:*** *Patty Proctor*

Year 1 **2019** | **Add'l FTE** ☐ | **Priority** 1

Name of Request: Department of Health Microgrant

X Regina A Delacruz 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	*Object*	*Object Description*	*Amount Requested*
	4334.0491	Hlth Consolid Cont	($51,769)
	6320	Office & Op Supplies	$15,000
	6510	Tools & Equip	$2,500
	6610	Contractual Services	$34,269
	Request Total		***$0***

1a. Description of request:

We are requesting expenditure authority for contractual services and supplies/equipment to support our Syringe Services Program. Funding will also be used engage and train community partners and staff on best practices related to opioid use and the health barriers faced by drug users.
Department of Health Microgrants will be implemented to
1.Strengthen Community Engagement, Address Stigma, and Improve Access to Drug User Health Services by increasing access to sterile syringes.
2.Collaborate with community partners to engage people at high risk for HIV in strategies to decrease disease transmission.
3.This 2 part project will educate health department staff and volunteers who work with PWID about the barriers syringe exchange program participants face to stay healthy, maintain a high quality of life and maintain a negative HIV status. Education will include basic information about opioid use and harm reduction principles. The second part of the project, the used needle kiosk will provide a safe place for the disposal of used needles.

1b. Primary customers:

People at High Risk for HIV and other transmissible infectious diseases.

2. Problem to be solved:

1.The "Ends AIDS Washington" goals call for local health departments to engage with community partners to reduce the rate of new HIV infection and increase health outcomes for those living with HIV. We currently do not have sufficient capacity to provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD).

3a. Options / Advantages:

This funding opportunity is an award from Washington State Department of Health and will allow us the resources to engage staff, clients and community partners in ways we would not be able to without the grant award.

3b. Cost savings:

Undetermined, we are preventing long range health care expenses for infections related to injection drug use and chronic Hepatitis C and HIV.

4a. Outcomes:

Success will be measured through grant reporting of outcomes

4b. Measures:

Increased access to sterile syringes,

5a. Other Departments/Agencies:

Unity Care NW, Lifelong, WWU

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

6. Funding Source:

Washington State Department of Health, Consolidated Contract

Supplemental Budget Request

Status: Pending

Sheriff **Operations**

Supp'l ID # 2699 **Fund** 1 **Cost Center** 1003512001 **Originator:** Jacque Korn

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: WASPC Traffic Safety Equipment Grant 2019

X Rules, for 2-25-19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
4333.2062	Traffic Safety	($12,240)
6510	Tools & Equip	$12,240
Request Total		***$0***

1a. Description of request:

The Washington Association of Sheriff's & Police Chiefs (WASPC) approved a Traffic Safety Equipment Grant in the amount of $12,240 to purchase traffic safety equipment: $6,000 for 6 radars, $2,400 for 6 rear antennas, and $3,840 for field sobriety testing devices.

1b. Primary customers:

The Sheriff's Office and citizens of Whatcom County.

2. Problem to be solved:

Budget authority is needed to purchase traffic safety equipment authorized by WASPC and funded by Traffic Safety Equipment Grant.

3a. Options / Advantages:

Grant funds were awarded to purchase specific equipment listed in description 1a.

3b. Cost savings:

Cost savings of $12,240.

4a. Outcomes:

Equipment received as a result of this grant will be used as part of the traffic safety program and will be distributed as part of the agency's commitment to traffic safety and active traffic enforcement. Purchase of this equipment will allow patrol units to increase their ability to enforce traffic violations.

4b. Measures:

Reports describing the use of the equipment and related enforcement activities will be submitted to WASPC by October 15, 2019.

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:

Total estimated cost for purchase of this equipment is $14,594. Federal funds of $12,240 will be provided by the Washington Association of Sheriffs and Police Chiefs Traffic Safety Equipment Grant, and the remaining $2,354 required for the purchase will come from existing Sheriff's Office budget.

The federal grant funds originate from the U.S. Department of Transportation, State and Community Highway Safety Program, CFDA #20.600.

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

Serving the Law Enforcement Community and the Citizens of Washington

February 5, 2019

Traffic Sgt. Moyes
Whatcom County Sheriff's Office
311 Grand Ave
Bellingham, WA 98226

Dear Traffic Sgt. Moyes,

Thank you for applying for a WASPC Traffic Safety Equipment Grant. We are pleased to inform you that your agency has been approved to receive $12,240.00 to purchase the following equipment: (6) Radars $1,000.00 ea.; (6) Rear Antennas $400.00 ea.; (8) FST's $480.00 ea.

The Federal Identification number for this grant is **CFDA# 20.600**. Invoices must be submitted to WASPC no later than May 10, 2019. Any invoices not received by the deadline will not be reimbursed and the award money will be forfeited. ***Please note: WASPC is responsible for the amount of your grant award only. Any expense in excess of the grant award must be paid by your agency.***

A report is required for the Traffic Safety Equipment Grant funds awarded to your department. The 2018-2019 Traffic Safety Equipment Grant reports are due by October 15, 2019. **Failure to report will result in denial of 2019 – 2020 grant funds.** Your agency is responsible for subscribing to the following commitments:

- Support statewide/national traffic safety initiatives, projects, and programs
- Report grant results to WASPC in a timely manner
- Subscribe and commit to aggressive traffic enforcement

Online report forms and A-19 reimbursement forms can be found at www.waspc.org/traffic-safety .

Thank you for your dedication to traffic safety in the State of Washington. If you have any questions, please contact Anastasia Raybon at (360) 486-2387 or araybon@waspc.org. If you would like more information regarding state or federal traffic safety grant funding, please contact the Washington Traffic Safety Commission at (360) 725-9896.

Sincerely,

Steve Strachan
Executive Director

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Supplemental Budget Request

Status: Pending

Sheriff **Operations**

Supp'l ID # 2711 **Fund** 1 **Cost Center** 1003519002 **Originator:** Dawn Pierce

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: OCDETF DEA RL-19-0001

X 2/26/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
4342.1013	Reimb Drug Enforcement	($2,500)
6140	Overtime	$2,500
Request Total		***$0***

1a. Description of request:

The U.S. Department of Justice Drug Enforcement Administration (DEA) authorized funding for the Whatcom County Sheriff's Office to participate in the Organized Crime Drug Enforcement Task Forces (OCDETF) and assist with the investigation and prosecution of major drug trafficking organizations. DEA will reimburse the Sheriff's Office for overtime of deputies engaged in these investigations.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations.

3a. Options / Advantages:

Funds were authorized specifically for overtime on OCDETF investigations; they may not be used for any other purpose.

3b. Cost savings:

Cost savings of $2,500.

4a. Outcomes:

Deputies assigned to assist in OCDETF investigations may perform a variety of duties: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide $2,500 from State and Local Overtime (SLOT) Funds.

Supplemental Budget Request

Status: Pending

Public Works — **Engineering Bridge & Hydraulic**

Supp'l ID # 2702 | ***Fund*** 108 | ***Cost Center*** 917015 | ***Originator:*** James Lee

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: Ferry Terminal Structural Steel Repair Project

X _____ 2/27/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
6630.595810	Professional Services	$10,000
7060.595810	Repairs & Maintenance	$440,000
Request Total		***$450,000***

1a. Description of request:

This project consists of painting all of the steel structures on both the Lummi Island and Gooseberry Point Ferry Terminals as well as high-strength bolt replacement on the Lummi Island Terminal.

This project is shown on the 2019 Annual Construction Program as line Item No. 33, CRP 917015, Ferry Terminal Painting and Structural Steel Repair Project. The Structural Steel Repair component of this project was completed in the summer of 2018 with the terminal painting component of the project scheduled for this coming summer. This request is to provide additional construction funds needed to complete the construction phase of the Ferry Terminal Painting Project. The increase in the engineer's estimate for this work is attributed to three main elements; the addition of lead-based paint health provisions, additional structural steel work and adjustments to reflect the current bidding climate for commercial painting projects of this nature. These three elements are discussed in more detail below.

Lead Health Protections
Both ferry terminals were built between 1981 and 1986 which was after the nationwide ban on lead-based paint. Previous testing at several locations on the terminals also indicates either no lead or levels below legal limits. However, after discussions with industry experts we have come to the conclusion that even with these factors, there is still the possibility that there could be lead at high concentrations somewhere on the terminals that we are not aware of. In the interest of worker safety and avoiding a costly change order that could impact the construction schedule if lead is discovered during the course of construction, we will require that the contractor approach the project as if there is lead in the paint. This will come at additional cost due to increased testing, worker protection measures, and potentially disposal costs.

Additional Structural Steel Work
During the Ferry Terminal Structural Steel Repair project in 2018 the contractor discovered several high-strength bolts that were inaccessible on the Lummi Island terminal. These bolts were covered by steel plates and were not shown on the terminal as-built drawings and consequently were not included in the scope of work for the structural steel repair project. There was not sufficient time to remove and replace these additional bolts during last year's construction during the ferry dry dock period so this work has been included in this year's terminal painting project.

Adjustment to reflect recent bids
After analyzing recently completed terminal painting projects at Washington State Ferries the construction cost estimate has been increased to reflect the bidding climate for commercial painting projects of this nature.
This supplemental budget requests an additional $450,000 from the Road Fund.

1b. Primary customers:

General public and local residents of Lummi Island

2. Problem to be solved:

The existing paint system is deteriorated and the structural steel is beginning to corrode due to age and the effects of the harsh saltwater environment.

3a. Options / Advantages:

By protecting the structural steel from the elements, this painting project will significantly extend the life of the ferry terminals.

3b. Cost savings:

N/A

4a. Outcomes:

The project will be constructed during the summer of 2019 with heavy work during the September drydock window.

4b. Measures:

The project will be constructed and a new coating system will be painted.

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:

Road Fund

Supplemental Budget Request Estimate

Ferry Terminal Painting and Structural Steel Repair, CRP 917015				
	2018 Expenditures	2019 Approved Budget	**Requested Additional Expenditure Authority**	New Estimated Project Total
Construction Contract	$370,511	$450,000	$440,000	$1,260,511
Consultant CE	$38,000	$45,000	$0	$83,000
Whatcom County CE	$53,194	$150,000	$0	$203,194
CE Testing	-	$5,000	$10,000	$15,000
Totals	**$461,705**	**$650,000**	**$450,000**	**$1,561,705**

Note: 2018 Expenditures includes construction of the Ferry Terminal Structural Steel Repair Project and some preliminary engineering costs for the Ferry Terminal Painting Project

Supplemental Budget Request

Status: Pending

Health **Human Services**

Supp'l ID # 2703 **Fund** 124 **Cost Center** 124117 **Originator:** Patty Proctor

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: GRACE Program

X Regina A Delaney 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	*Object*	*Object Description*	*Amount Requested*
	4346.4002	NSMHA Medicaid Admin	($249,927)
	6610	Contractual Services	$207,426
	8351	Operating Transfer Out	$42,501
	Request Total		***$0***

1a. Description of request:

We are requesting expenditure authority to use State and Medicaid funds to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions.

1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE participants. GRACE participants are individuals who utilize at a high frequency the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department.

2. Problem to be solved:

Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated manner, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals

3a. Options / Advantages:

The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. Shared care plans will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community's crisis response systems.

3b. Cost savings:

The county will realize savings by reducing the frequency of use of the crisis system by GRACE participants.

4a. Outcomes:

The GRACE program will be fully operational.

4b. Measures:

Reduction in ED and EMS utilization and jail bookings by GRACE participants

5a. Other Departments/Agencies:

None

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

Washington State Health Care Authority will use Medicaid and state dollars via the North Sound Behavioral Health Organization.

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health — **Environmental Health**

Supp'l ID # 2706 **Fund** 140 **Cost Center** 140100 **Originator:** Patty Proctor

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: Solid Waste Facilities Improvements

X Reginald Delaney 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	7350	Buildings & Structures	$75,000
	8351	Operating Transfer Out	$10,000
	Request Total		***$85,000***

1a. Description of request:

We are requesting expenditure authority for improvements at the county owned Point Roberts and Birch Bay- Lynden Road solid waste drop box facilities. Improvements include mobile office trailer replacement at the Point Roberts facility and fencing and gate installation at the Birch Bay-Lynden facility. These expenditures were approved by Council and included in our 2018 budget. Permitting issues delayed the start of the work until 2019 necessitating this 2019 supplemental request.

1b. Primary customers:

Residents of Whatcom County.

2. Problem to be solved:

Outdated facility requires improvements for safety and efficiency.

3a. Options / Advantages:

Improvements to County owned solid waste handling facilities will make them safer and result in more effective use by the county residents.

3b. Cost savings:

Unknown.

4a. Outcomes:

County owned solid waste handling facilities will be safer and more effectively utilized by the county residents.

4b. Measures:

Improvements completed.

5a. Other Departments/Agencies:

None

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

6. Funding Source:

Solid waste excise tax.

Supplemental Budget Request

Status: Pending

Health — Environmental Health

Supp'l ID # 2705 **Fund** 140 **Cost Center** 140101 **Originator:** Patty Proctor

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: Point Roberts Solid Waste Collection

X Regina A Dela 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
4343.7010	Garbage Collection Fee	($475,000)
6610	Contractual Services	$475,000
Request Total		***$0***

1a. Description of request:

We are requesting expenditure authority to pay the Point Roberts solid waste contractor for solid waste curbside collection services in Point Roberts. The Point Roberts solid waste curbside collection fee is included on the annual County property tax statement. The County then provides payment to the contractor, as invoiced for services on a bimonthly basis.

1b. Primary customers:

Residents of Point Roberts.

2. Problem to be solved:

Point Roberts' solid waste collection system has high operating costs and low economy of scale due to small population and high seasonal occupancy. This has resulted in difficulty maintaining a viable service provider in the area.

3a. Options / Advantages:

Collection of the fee for service on the annual property tax bill with subsequent remittance to the service provider ensures a stable solid waste collection system.

3b. Cost savings:

Unknown.

4a. Outcomes:

Protection of human health and the environment through provision of high levels of cost effective service in an area that has high operating costs and low economy of scale.

4b. Measures:

Curbside collection of solid waste completed in accordance with WUTC requirements.

5a. Other Departments/Agencies:

None.

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

6. Funding Source:

The funding source for this request is the fee for service, as approved by the Washington Utilities and Transportation Commission (WUTC), as collected on the annual property tax bills from owners of Point Roberts single family residential dwellings, at the WUTC approved rates.

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 2709 **Fund** 141 **Cost Center** 14100 **Originator:** T. Helms

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: Increased Tourism Projects 2019

X _____ 2/25/19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	$35,000
	Request Total		**$35,000**

1a. Description of request:

In the fall of 2018, the Lodging Tax Advisory Committee (LTAC) held a a meeting to review 2019 funding applications and determine 2019 funding allocations. After careful review and consideration fo the applications and presenation, the LTAC unanimously approved funding awards (with a 5% contingency) in the amount of $735,184.

In February 2019, the Lodging Tax Advisory Committee met to reivew and deliberate on new funding proposals submitted for consideration.

1. Bellingham Whatcom County Tourism requested the re-allocation of unspent funding for the Wayfinding project. This will allow the Tourism Bureau to finalize the first phase of the project within the funding allocation made in 2017 and re-appropriated in 2018. A budget supplemental is required to utlizing the remaining $21,019 as budgeted in 2017. The LTAC recommended approval to complete phase I of the Wayfinding project.

2. The Ferndale Chamber re-submitted their 2019 application for support of the Visitor Center. Funding was recommended for a total of $12,000 consistent with years past in support of the Visitor Center operations. The budgeted contingency will be used for this.

3. A proposal for an Event Center Feasibility Study was made. The Committee recommended up to $20k towards the study when, and if, funding is needed beyond the City of Bellingham contribution of $40k.

4. The Birch Bay Chamber of Commerce submitted an application in the amount of $25k in support of the Fan Fest event taking place this summer. Birch Bay was selected to host this event that traditionally draws in upwards of 15,000 people. Funding was recommended for $12,500.

The Lodging Tax Advisory Committee recommended approval of reduced funding for the four projects utilizing the authorized contingency of $35k and requesting an additional $35k in supplemental Lodging Tax funding to support these projects designed to promote tourism as authorized through RCW 67.28.1816.

1b. Primary customers:

Whatcom County Residents and the tourism industry

2. Problem to be solved:

Based on projected revenue the 2019 lodging tax budget was approved for $735,000. This recommendation increases funding in the amount of $35,000 and will support greater tourism opportunity which will ultimately benefit the community at large as well as the Lodging Tax Fund.

3a. Options / Advantages:

Reduce the funding awards. Increased revenue allows for greater tourism opportunities. Funding allocations have been reduced in preparation for the Bellingham annexation.

3b. Cost savings:

n/a

4a. Outcomes:

Funding will increase tourism thorugh expanded programming and new offerings.

4b. Measures:

Each Lodging Tax Funding recipient is responsible for submitting year end reporting that icludes number of tourists attracted to their events. How may paid for lodging and the distance they traveled.

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:

Lodging Tax Fund.

Supplemental Budget Request

Status: Pending

Parks & Recreation 32606

Supp'l ID # 2701 **Fund** 326 **Cost Center** 17001 **Originator:** Christ Thomsen

Year 1 **2019** **Add'l FTE** ☐ **Priority** 1

Name of Request: Plantation Indoor Range HVAC and Roof Replacement

X 2-22-19

Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:

Object	*Object Description*	*Amount Requested*
4334.0271	RCO Grant	($294,400)
7350	Buildings & Structures	$836,000
Request Total		***$541,600***

1a. Description of request:

This request is for reallocation of unspent funds from 2018 and appropriates funds for use in 2019. This project has languished from when the Washington State Legislature did not fund capital programs when they adopted the 2017/2019 state budget. Funds were appropriated for the project in 2018 by Washington State Recreation and Conservation Office and Whatcom County. Due to grant contract adjustments and other factors the project was not completed in 2018 and spending authority expired.

This project replaces the Plantation Indoor Range ventilation system with a modern system designed to accommodate today's environmental health requirements and the shooting public's needs. It also provides for the replacement of the indoor range roof.

1b. Primary customers:

Visitors to the Plantation Range and contracted Law Enforcement and education agencies and are the primary customers of this project. The Range served over 16,000 recreational shooters annually and was host to 294 law enforcement and education agency training days in 2018. Range revenue for 2018 was $259,932.

2. Problem to be solved:

The project scope is to remove and replace the existing HVAC system for the Indoor Range. The system filters airborne lead and other particulates from the indoor shooting range as well as providing heating for the indoor range. The existing HVAC system was installed in 1983; making 36 years old. The system has had frequent breakdowns and is inefficient. The range cannot be used without a functioning HVAC system.

During the design phase of the project, it was discovered that the roof would need to be replaced to support installation of the new HVAC unit and associated ducting structure. The Indoor Range roof was last replaced in 1995. Membrane roofing of the type installed has a typical life expectancy of 15 years. With care and maintenance, this roof has lasted 24 years. The roof is showing its age through leaks and other problems. In addition to supporting the HVAC retrofit activities, roof replacement is necessary to protect the integrity of the building envelope. Roughly 3100 square feet of asbestos containing roof material will be abated as part of the roof replacement.

3a. Options / Advantages:

Numerous options were considered. These options have been distilled into three primary alternatives:

The first is to replace the existing HVAC system and roof. This allows the County to continue to operate the Plantation Indoor Range. This option is the current proposal and preferred as it provides for continuation of an existing service level and preserves county infrastructure.

The second option considered is to replace the roof only and operate the indoor range until the HVAC system fails. As which point, the indoor range would be closed for use. This option was rejected because it reduces service level and fails to adequately maintain existing assets.

The third option is to forego the project work and mothball the indoor range. This option was rejected because it reduces service level and fails to adequately maintain existing assets.

3b. Cost savings:

It is anticipated that there will be a reduction in energy costs due to increased energy efficiency. Energy savings are somewhat difficult to quantify at this time due to the differences in system design and scope.

It is also anticipated there will be cost savings associated with supplies and labor required to maintain the system. Currently, because the HVAC system is roof mounted, two or more employees are required onsite when maintaining or servicing the unit. The new system will be installed at ground level and will require fewer employees during maintenance and service activities. Additionally, the new system includes monitoring equipment that indicates when particular services are required; such as, filter media replacement. This means maintenance move from a set schedule whether it is needed or not to an on demand program.

4a. Outcomes:

The Plantation Indoor Range HVAC system and roof are replaced by December 15, 2019.

4b. Measures:

Installation of the HVAC system is complete and the roof has been replaced.

Construction services are to be provided through contract. These services monitor asbestos and lead abatement activities to certify abatement is complete, monitor construction activities to provide quality assurance, and to certify that the HVAC system functions to performance specifications.

5a. Other Departments/Agencies:

Whatcom Planning and Development Services is responsible for issuing permits for this project.

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

Planning and Development Services permitting staff, as assigned to the project by Planning and Development Services.

6. Funding Source:

REET I Funds: $541,600

Washington State Recreation and Conservation Office grant funds: $294,400.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-156

File ID:	AB2019-156	**Version:**	1	**Status:**	Introduced
File Created:	02/28/2019	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**	03/26/2019	**Hearing Date:**

TITLE FOR AGENDA ITEM:

Ordinance to Repeal Ordinance 2019-017

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance to Repeal Ordinance 2019-017

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/12/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Memo, Ordinance to Repeal 2019-017.pdf

Final Action:
Enactment Date:
Enactment #:

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

Jack Louws
County Executive

TO:	Members of the Whatcom County Council
FROM:	Tawni Helms, Administrative Coordinator
Through:	Tyler Schroeder, Deputy Executive and Christopher Quinn, Deputy Prosecutor
RE:	Ordinance to Repeal Ordinance 2019-017 Amending Whatcom County Code Section 6.04, Animal Control
Date:	February 27, 2019

Requested Action:

On February 26, 2019, an Ordinance to amend language to Whatcom County Code 6.04., Animal Control was approved. The proposed language change was presented and approved through Ordinance 2019-017. It was later realized that a clerical error had occurred when publishing the ordinance in the agenda management system. The wrong ordinance had been uploaded. It should be noted that all of the Exhibits associated with the ordinance that reflected the proposed changes were accurate. It was only the ordinance itself that was incorrect. As a result of this error, we are requesting the repeal of Ordinance 2019-017.

The new, corrected ordinance which includes the same Exhibits reflecting changes to WCC 6.04.020 Definitions and WCC 6.04.031 Administration and Enforcement is now being re-introduced for Council action on March 26.

Please contact Tyler Schroeder at extension 5207 or Christopher Quinn at 5729 for questions or concerns regarding this amendment.

Thank you for your consideration.

PROPOSED BY: County Executive
INTRODUCTION DATE: _____

ORDINANCE NO. 2019-____

REPEALING ORDINANCE 2019-017
WHATCOM COUNTY CODE
SECTION 6.04, ANIMAL CONTROL

WHEREAS, Ordinance 2019-017 was introduced with the proper redline changes to Section 6.04 of the Whatcom County Code; and

WHEREAS, Due to a clerical error in publishing the proposed ordinance, the wrong ordinance was submitted for council review; and

WHEREAS, To ensure consistency with the proposed language changes, Ordinance 2019-17 is now repealed.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2019-017 Amending Whatcom Code Section 6 of the Whatcom County Code is now repealed.

ADOPTED THIS _____ DAY OF _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Council Chair

APPROVED AS TO FORM

APPROVED ( ) DENIED ( )

_____
Deputy Prosecuting Attorney

_____
Jack Louws, County Executive

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-161

File ID:	AB2019-161	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/05/2019	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Resolution		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/12/2019	Council Finance and Administrative Services Committee	HELD IN COMMITTEE	Council Finance and Administrative Services Committee
03/12/2019	Council	HELD IN COMMITTEE	Council Finance and Administrative Services Committee

Attachments: American Sikh-Awareness Presentation 2019, Resolution for March 26, 2019 Packet

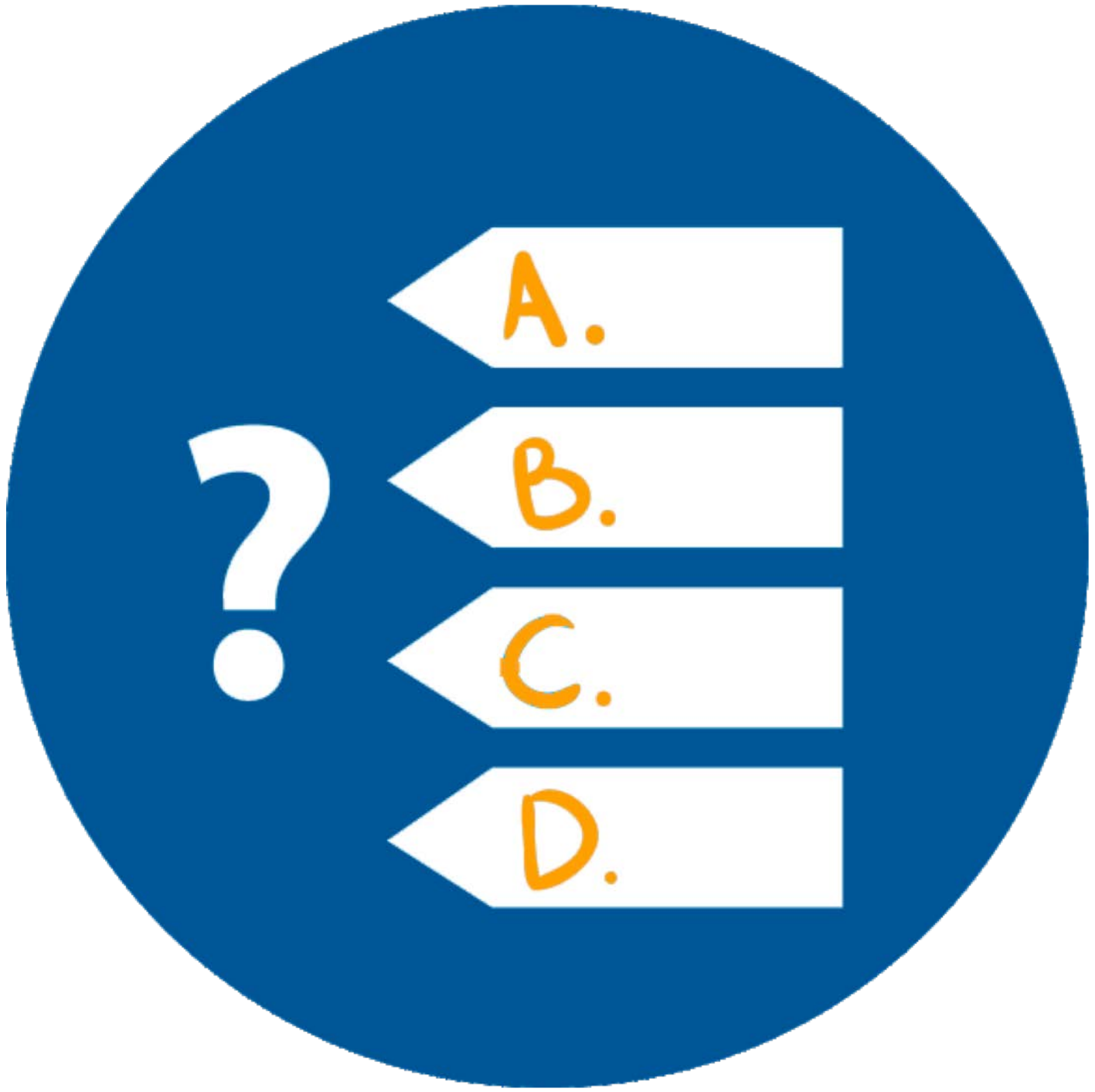
Final Action:
Enactment Date:
Enactment #:

WHO ARE THE SIKHS?



THE SIKHCOALITION

QUICK QUIZ



a)Sikhism is a sect of Islam

b)Sikhism is a sect of Hinduism

c)Sikhism is a blend of Hinduism and Islam

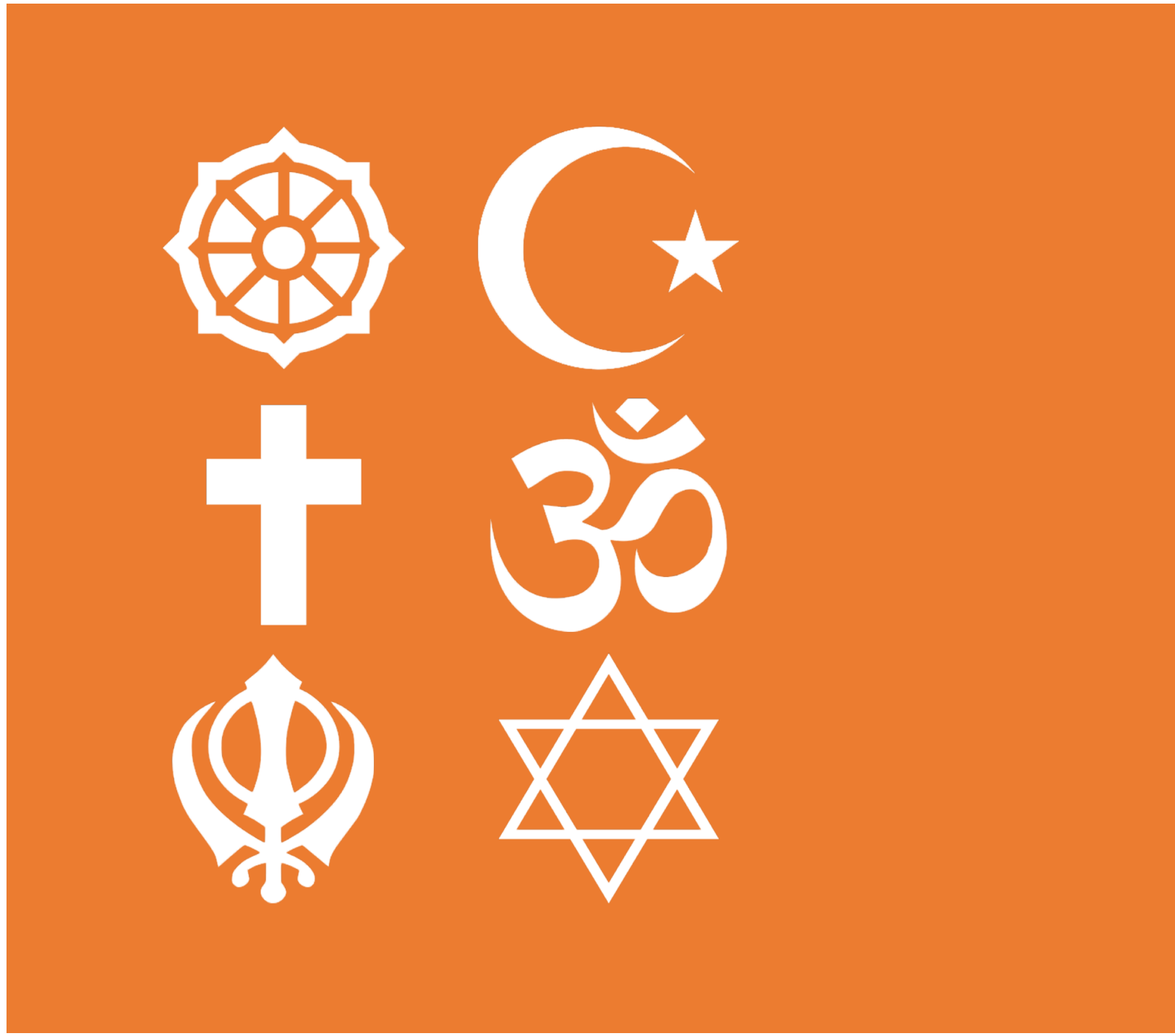
d)Sikhism is an independent religion

CAN YOU GUESS?

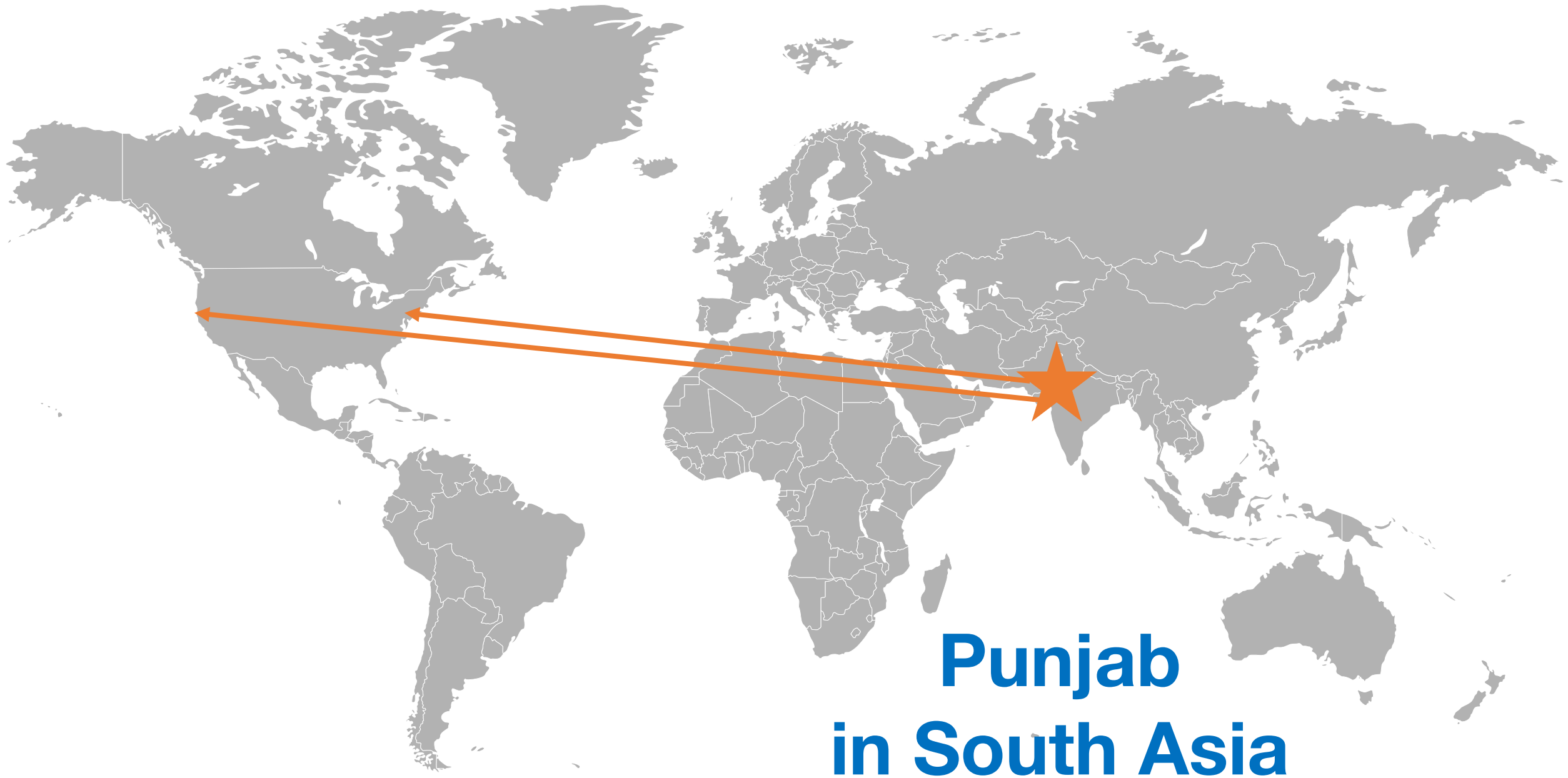
Sikhism is the ____ largest religion in the world?

1) Christianity – 2.2 billion
2) Islam – 1.4 billion
3) Hinduism – 900 million
4) Buddhism – 396 million
5) **Sikhism – 25 million**
6) Judaism – 15 million

Sikhism is the 5th largest religion.



HISTORY



THE SIKHCOALITION

SIKHS IN AMERICA

PIONEERS









THE SIKHCOALITION

SIKH VALUES

ONE GOD: *Loves and sustains all humanity*

EQUALITY: *Respect for all genders, religions, races, etc.*

LIVE & EARN HONESTLY

SERVICE TO HUMANITY

SOCIAL JUSTICE





THE SIKHCOALITION

SIKH BELIEFS



Founded on the teachings of ten Gurus (1469-1708)

The eternal living Guru of the Sikhs is the Guru Granth Sahib (the sacred scripture) which embodies the Gurus' teachings and guides Sikhs.

IDENTITY:

TO SERVE, PROTECT AND BE HELD ACCOUNTABLE







THE SIKHCOALITION

THE SIKH IDENTITY



Making a commitment by joining the Khalsa – community of initiated Sikhs

- Living by a code of conduct
- Having ultimate allegiance to the Sikh way of life
- Maintaining a distinct identity
- Can be done at any time in one's life



ARTICLES OF FAITH



Uncut Hair (Kesh)
Spirituality



Iron Bracelet (Kara)
Good Deeds



Comb (Kanga)
Cleanliness



Kirpan
Protection



Underpants
(Kachera)
Self Discipline

THE SIKHCOALITION

DASTAAR

THE SIKH TURBAN

- **99%** of the people wearing a turban in the U.S. are Sikhs
- Means that Sikhs can always be recognized and are duty bound to offer help
- Mandatory religious obligation for Sikhs
- Under no circumstances can the turban be forcibly removed



THE SIKHCOALITION

DASTAAR: SIKH TURBAN STYLES



THE SIKHCOALITION

GURDWARA



- Place of prayer, service and learning
- Everyone is welcome
- Services in America typically held on weekends



THE SIKHCOALITION

LANGAR





- Langar is a meal served at every Gurdwara throughout the world.
- Prepared and served by volunteers
- Everyone sits together on the floor to share the food in the spirit of equality.

THE SIKHCOALITION

LANGUAGE: PUNJABI

80+ million people speak Punjabi including many Sikhs living in the U.S.

ਜੈਲੇ



CHALLENGES SIKHS FACE IN AMERICA

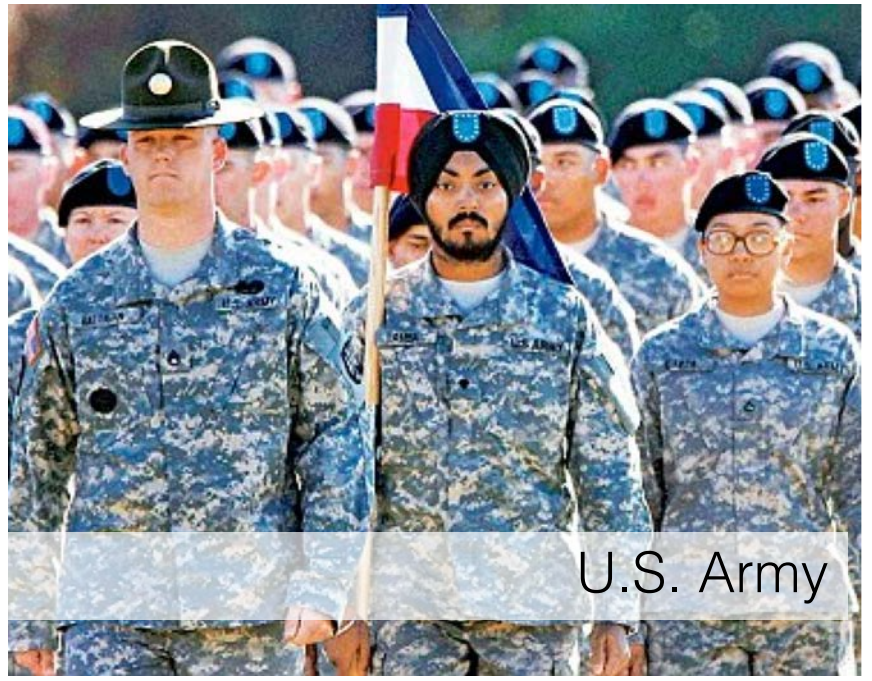
- Hate Crimes
  - Victims of homicide, assaults, vandalism, etc.
- School Harassment
  - Bias-based bullying, name calling, physical attacks, etc.
- Workplace Discrimination
  - Sikhs denied jobs in law enforcement and numerous corporate settings because of turban and beard.



THE SIKHCOALITION

Everyday Sikhs


Artists

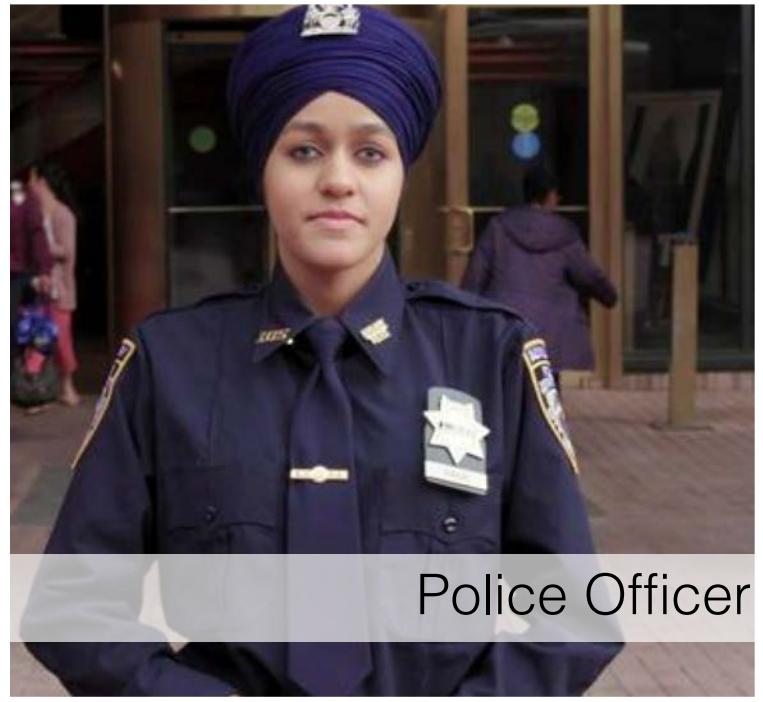

U.S. Army


Basketball Player


Actor & Model



Scientist


Police Officer

THE SIKHCOALITION

Everyday Sikhs















THANK YOU!

www.sikhcoalition.org

THE SIKHCOALITION

PROPOSED BY: SATPAL SIDHU
INTRODUCTION DATE: MARCH 26, 2019

RESOLUTION 2019- _____

CELEBRATING APRIL AS A MONTH OF SIKH AWARENESS AND APPRECIATION IN WHATCOM COUNTY

WHEREAS, Sikhs have been living in the United States and Whatcom County for more than 100 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Washington, Oregon, California and Pacific & Eastern Railroad; and

WHEREAS, there is a significant and growing population of Sikh Americans in Whatcom County; and

WHEREAS, Vaisakhi is one of the most historically significant days of the year for Sikhs and is celebrated in April of every year; and

WHEREAS, 2019 is the 550th anniversary of the founder of Sikhism and this day is celebrated by Sikh American Community in Whatcom County, many other locations in United States and worldwide, and

WHEREAS, Sikh Americans pursue diverse professions and make rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and significant contributions to our great nation in agriculture, information technology, small businesses, the hotel industry, trucking, medicine, and technology; and

WHEREAS, Whatcom County is committed to the value of religious diversity, tolerance grounded in First Amendment principles, a culture of mutual understanding, and the diminution of violence; and

WHEREAS, the Arch of Healing and Reconciliation monument in Bellingham to honor the brave immigrants to the Pacific Northwest from India, China, and Japan, including Sikhs, and in recognition of all immigrants who have come to America since the late 1800's seeking better opportunities for themselves and their families through hard work and determination; and

WHEREAS, today, the Whatcom County seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that on this day, March __, 2019, the Council hereby proclaims the month of April 2019 to be Sikh Awareness and Appreciation Month.

APPROVED this _____ day of _____, 2019.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browne, 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: AB2019-191

File ID:	AB2019-191	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/20/2019	**Entered by:**	MEngels@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Resolution		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

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

TITLE FOR AGENDA ITEM:

Resolution in support of retaining the Alaska Marine Highway System between Bellingham and Alaska destinations

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See resolution

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Alaska Marine Highway Resolution.docx

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: SIDHU
INTRODUCTION DATE: March 26, 2019

RESOLUTION NO. _____

IN SUPPORT OF RETAINING THE ALASKA MARINE HIGHWAY SYSTEM BETWEEN BELLINGHAM AND ALASKA DESTINATIONS

WHEREAS, the Alaska Marine Highway System ferry has been the only marine link between the contiguous 48 states and the State of Alaska; and

WHEREAS, the Port of Bellingham has been the southern terminus of the Alaska Marine Highway System (AMHS) since 1989; and

WHEREAS, the Port built the Bellingham Cruise Terminal for $10.3 million to handle ferry traffic; and

WHEREAS, AMHS provides essential services to many coastal Alaskan communities which have no surface highway access; and

WHEREAS, a large number of residents of coastal Alaskan communities use the AMHS to access the healthcare and urgent medical services in Bellingham and Seattle while air travel is either not available or prohibitively expensive; and

WHEREAS, the loss of AMHS will impact many regional and cultural events such as SE Alaska State fair (Haines), Celebrations Juneau, and the Copper River Wild Salmon Festival Cordova, by limiting the participation of residents in these coastal communities; and

WHEREAS, the loss of AMHS will limit the opportunities for students to attend and compete in sporting events, leadership training and other school activities; and

WHEREAS, the loss of AMHS will result in less out of state tourism spending, impacting the local small businesses; and

WHEREAS, the AMHS has the same importance as other interstate highway systems in the lower 48 states for transportation and accessibility to other states and communities for residents of coastal Alaska; and

WHEREAS, the AMHS supports numerous direct and indirect family wage jobs not only in Bellingham but also in many coastal communities in Alaska; and

WHEREAS, small business owners of Alaska and Washington state will be affected most by the loss of the AMHS to transport their goods and equipment to and from Alaska to support business and commerce in Alaska and the Bellingham area; and.

NOW, THEREFORE BE IT RESOLVED that the Whatcom County Council, on this ____ day of _____ 2019, do hereby ask and authorize the Council Chair to write letters of support on behalf of residents of Whatcom County to the Governor of the State of Alaska, the Alaska State Assembly Speaker and the Alaska State Senate President for continuing year-round AMHS services

APPROVED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browne, 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: AB2019-164

File ID:	AB2019-164	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/06/2019	**Entered by:**	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	**File Type:**	Agreement		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Whatcom Counseling and Psychiatric Clinic, Inc. and T-Mobile West LLC for Third Amendment to Site Easement with Options

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Easement for Cell Tower at 3645 E. McLeod Road, Bellingham WA 98226

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Contract Information Sheet, Third Amendment to Site Easement, Memo

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	AS – Facilities Management
Division/Program: *(i.e. Dept. Division and Program)*	505020
Contract or Grant Administrator:	Rusty Noble
Contractor's / Agency Name:	Whatcom Counseling & Psychiatric Clinic, LLC and T-Mobile West 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 #: 201406031-70705

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):
$ 0.00

This Amendment Amount:
$ _____

Total Amended Amount:
$ 0.00

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: This easement is between Whatcom County, Whatcom Counseling and Psychiatric Clinic, Inc. and T-obile West LLC for access to the cell tower located at 3645 E. McLeod Road, Bellingham WA 98226.

Term of Contract:	Expiration Date:

Contract Routing:

1. Prepared by: Dee Ebergson Date: 3/6/19
2. Attorney signoff: _____ Date: _____
3. AS Finance reviewed: _____ Date: _____
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: _____

Last edited 08/08/18

9. Original to Council: _____ Date: _____

THIRD AMENDMENT TO SITE EASEMENT WITH OPTION

THIS THIRD AMENDMENT TO SITE EASEMENT WITH OPTION (the "**Third Amendment**") is made and entered into as of the latter signature date hereof (the "**Effective Date**"), by and between Whatcom County and Whatcom Counseling and Psychiatric Clinic, Inc., a Washington nonprofit corporation (collectively, "**Landlord**") and T-Mobile West Tower LLC, a Delaware limited liability company ("**Tenant**"), successor in interest to T-Mobile West LLC, a Delaware limited liability company, successor in interest to T-Mobile West Corporation, a Delaware corporation, by and through Tenant's Attorney In Fact CCTMO LLC, a Delaware limited liability company. Landlord and Tenant are sometimes hereinafter referred to collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS

A. WHEREAS, Landlord and Tenant's predecessor in interest entered into a Site Easement with Option, dated May 21, 2004, amended by that certain Amendment to Site Easement with Option, dated May 22, 2006, and that certain Second Amendment to Site Easement with Option, dated September 1, 2006 (collectively, as amended, the "**Easement**"), whereby Landlord granted an easement to Tenant on a portion of the real property, together with access and utility easements (the "**Premises**"), located at 3645 E. McLeod Road, Bellingham, Washington 98226 (the "**Property**"), as described in more detail in the Easement;

B. WHEREAS, on or about November 28, 2012, T-Mobile West LLC, a Delaware limited liability company, transferred its interest in the Premises and Easement to T-Mobile West Tower LLC, a Delaware limited liability company;

C. WHEREAS, CCTMO LLC, a Delaware limited liability company, subleases the Premises from T-Mobile West Tower LLC, and is its Attorney in Fact as it relates to the Easement and Premises pursuant to the Master Prepaid Lease, dated November 30, 2012, between CCTMO LLC and T-Mobile West Tower LLC;

D. WHEREAS, Landlord and Tenant desire to expand the Premises and otherwise amend the Easement as set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Easement.

2. Expansion of Premises. The Premises is hereby increased in size to include additional space consisting of an eighty seven square foot (87 SF) parcel of real property near the existing Premises at a location more particularly shown on Exhibit B-1, attached hereto (the "**Additional Easement Area**"). Landlord and Tenant agree that the Premises, as modified herein, is depicted and/or described in Exhibit B-1. Exhibit B-1, which is incorporated herein by this reference, shall replace Exhibit B to the Easement in its entirety. Notwithstanding anything to the contrary in this

Third Amendment, including Exhibit B-1, Tenant is not relinquishing any rights to any easement area, access easements, and/or utility easements that it possesses prior to the Effective Date. In the event the location(s) of any of Tenant's or its subtenants' existing improvements, utilities, and/or access routes are not depicted or described in Exhibit B-1, site plans and/or legal descriptions, Tenant's easement rights and access and utility easement rights over such area(s) shall remain in full force and effect and the Premises shall be deemed to include such areas. Any reference in Exhibit B-1 to the "Combined Lease Area" shall mean the "Premises", not including utility and access easements. Any reference in the Easement to Exhibit B, shall be deemed to refer to Exhibit B-1.

3. Rent. Effective upon start of construction in the Additional Easement Area, the monthly Rent shall increase by Two Hundred Fifty Dollars and No Cents ($250.00) per month (the "**Additional Rent**"), with any partial months to be prorated. Following such increase, the monthly Rent, including the Additional Rent, shall continue to adjust pursuant to the terms of the Easement.

4. Utility Fee. Effective upon start of construction in the Additional Easement Area, Tenant shall pay Landlord Fifty Dollars and No Cents ($50.00) per month ("**Subtenant Utility Fee**"). This Subtenant Utility Fee is for the purpose of reimbursing Landlord for Tenant's new third party subtenant's electrical usage. The Subtenant Utility Fee shall not be subject to escalation, except that, at Landlord's request (which request shall not be more frequent than once every twelve (12) months), Landlord shall calculate a new monthly Subtenant Utility Fee if the previous amount is not sufficient based upon the subtenant's actual electrical consumption, and the Subtenant Utility Fee shall be adjusted accordingly.

5. Relinquishment of Additional Easement Area. In the event Tenant ceases to use the Additional Easement Area, or in the event Tenant does not enter into a sublease with a third party for use of the Additional Easement Area, Tenant's obligation to pay the Additional Rent and Subtenant Utility Fee shall likewise terminate upon the earliest to occur of: (i) removal of the improvements located within the Additional Easement Area, (ii) thirty (30) days after Landlord's receipt of written notice from Tenant that it did not enter into a sublease with a third party for use of the Additional Easement Area. In such case, the Premises shall be deemed to no longer include the Additional Easement Area.

6. Memorandum of Amendment. At the same time it executes this Third Amendment. Landlord will execute, acknowledge, and deliver to Tenant a recordable Memorandum of Third Amendment to Easement with Option in the form contained in Exhibit 1 hereto. Either Party may record the memorandum at any time, in its absolute discretion.

7. Notices. The following notice addresses for Tenant shall replace the notice addresses set out in Section 12 of the Easement:

To Tenant:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a cc to:

T-Mobile West Tower LLC
c\o CCTMO LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants, and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Landlord's obligations under the Easement, as amended hereby.

(b) Landlord owns the Premises, as amended, free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, as amended, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Easement, as amended hereby, and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Easement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises, as amended.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Premises, as amended, which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises, as amended.

(e) Tenant is not currently in default under the Easement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Easement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this Section 8, carry out and evidence the full intent and purpose of the Parties under the Easement, as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession, and quiet enjoyment of the Premises under the Easement, as amended hereby.

9. Conflicts. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Easement, the terms of this Third Amendment shall govern and control.

10. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

11. Recitals. The recitals in this Third Amendment are hereby incorporated herein as if set forth fully in this section.

12. Remainder of Easement Unaffected. In all other respects, the remainder of the Easement shall remain in full force and effect. Any portion of the Easement that is inconsistent with this Third Amendment is hereby amended to be consistent.

IN WITNESS WHEREOF, Landlord and Tenant, having read the foregoing and intending to be legally bound hereby, have caused this Third Amendment to be duly executed by their duly authorized representatives as of the date(s) written below.

TENANT:

T-Mobile West Tower LLC, a Delaware limited liability company

BY: CCTMO LLC, a Delaware limited liability company, Its Attorney in Fact

By: Veronica Sayer

Printed Name: Veronica Sayer

Title: Real Estate Manager

Date: 2.6.19

LANDLORD:

Whatcom Counseling and Psychiatric Clinic, Inc., a Washington nonprofit corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Whatcom County

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS ON FOLLOWING PAGES

Approved at to form Civil Prosecuting Attorney:

_____

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Veronica Sayles is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Real Estate Manager (type of authority, e.g., officer, trustee, etc.) of Whatcom Counseling and Psychiatric Clinic, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):



Date: 2/6/2019

Peri Tobin
Notary Public

Title of office: Real Estate Specialist

My appointment expires: 8/21/2020

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) 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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: _____

_____
Notary Public

Title of office: _____

My appointment expires: _____

ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of CCTMO LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: _____

_____
Notary Public

Title of office: _____

My appointment expires: _____

EXHIBIT B-1

DESCRIPTION OF PREMISES/SITE PLAN

See attached drawings

SURVEYOR'S NOTES

1. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT ANY INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

2. BUILDING SETBACK LINES, ZONING, FLOOD AREA ZONES, AND ADDRESSES THAT MAY BE SHOWN ARE SUPPLIED BY THE GOVERNING AGENCY OR TAKEN FROM THE BEST AVAILABLE RECORDS. THE SURVEYOR WILL NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION SUPPLIED BY OTHERS.

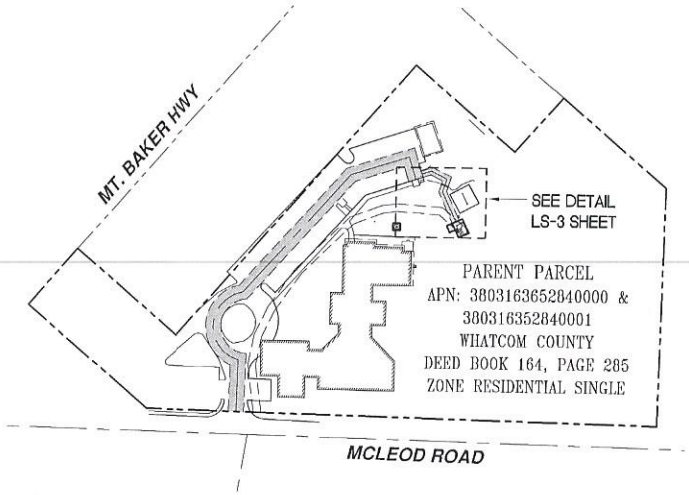
3. THE DESCRIPTION OF PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THAT INFORMATION PROVIDED IN A TITLE REPORT, ORDER NO. CRC-WC-1192020-C, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, DATED SEPTEMBER 20, 2018. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.

4. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 (2011) COORDINATE SYSTEM WASHINGTON STATE PLANE COORDINATE ZONE NORTH, DETERMINED BY GPS OBSERVATIONS.

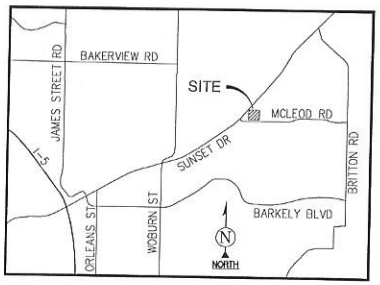
5. THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #53073C1216D, DATED 01/16/2004.

6. PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12B' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY REAL TIME KINEMATIC (RTK) GPS DATA PROCESSED ON THE WASHINGTON STATE REFERENCE NETWORK (WSRN). ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NAVD88 DATUM.

7. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH OR DETERMINE A CROWN CASTLE LEASE PARCEL & ASSOCIATED EASEMENTS. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION PROVIDED BY TITLE AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY. LEASE CORNERS WERE NOT FOUND OR SET AT THE TIME OF THE FIELD SURVEY. PER CROWN CASTLE REQUIREMENTS CORNERS WILL BE SET AT THE CLIENTS DISCRETION UPON FINAL APPROVAL OF THE SURVEY.



OVERALL DETAIL
SCALE: 1" = 160' (11" X 17")
1" = 80' (22" X 34")



VICINITY MAP
N.T.S.

LEGEND

P.O.T.	POINT OF TERMINUS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CLF	CHAIN LINK FENCE
EP	EDGE OF PAVEMENT
CMU	CONCRETE MASONRY UNIT
UTIL	UTILITY
CAB	CABINET
	LIGHT POLE
	UTILITY POLE
	POSITION OF GEODETIC COORDINATES
	CHAIN LINK FENCE
	LIMITS OF LESSOR'S PROPERTY
	LEASE AREA
	EASEMENT

GRID TO GROUND CONVERSION
ALL BEARINGS AND DISTANCES ARE BASED ON THE WASHINGTON NORTH STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99996341

POSITION OF GEODETIC COORDINATES
LATITUDE 48° 46' 58.76" NORTH (NAD83)
LONGITUDE 122° 25' 40.08" WEST (NAD83)
GROUND ELEVATION @ 318.0' (NAVD88)

SURVEY DATE
09/17/2018

CERTIFICATION
ALL VISIBLE SITE RELATED IMPROVEMENTS ARE CONTAINED WITHIN THE OVERALL LEASE AREA.

CERTIFIED TO:
CROWN CASTLE
CHICAGO TITLE INSURANCE COMPANY

REGISTRANT, RLS #XXXXX DATE

CROWN CASTLE

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO CROWN CASTLE

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO CROWN CASTLE IS STRICTLY PROHIBITED

SITE NAME
KAFE RADIO/COUNTY CLINIC

B.U.N.
824942

SITE ADDRESS
3645 E. MCLEOD ROAD
BELLINGHAM, WA 98226

WHATCOM COUNTY

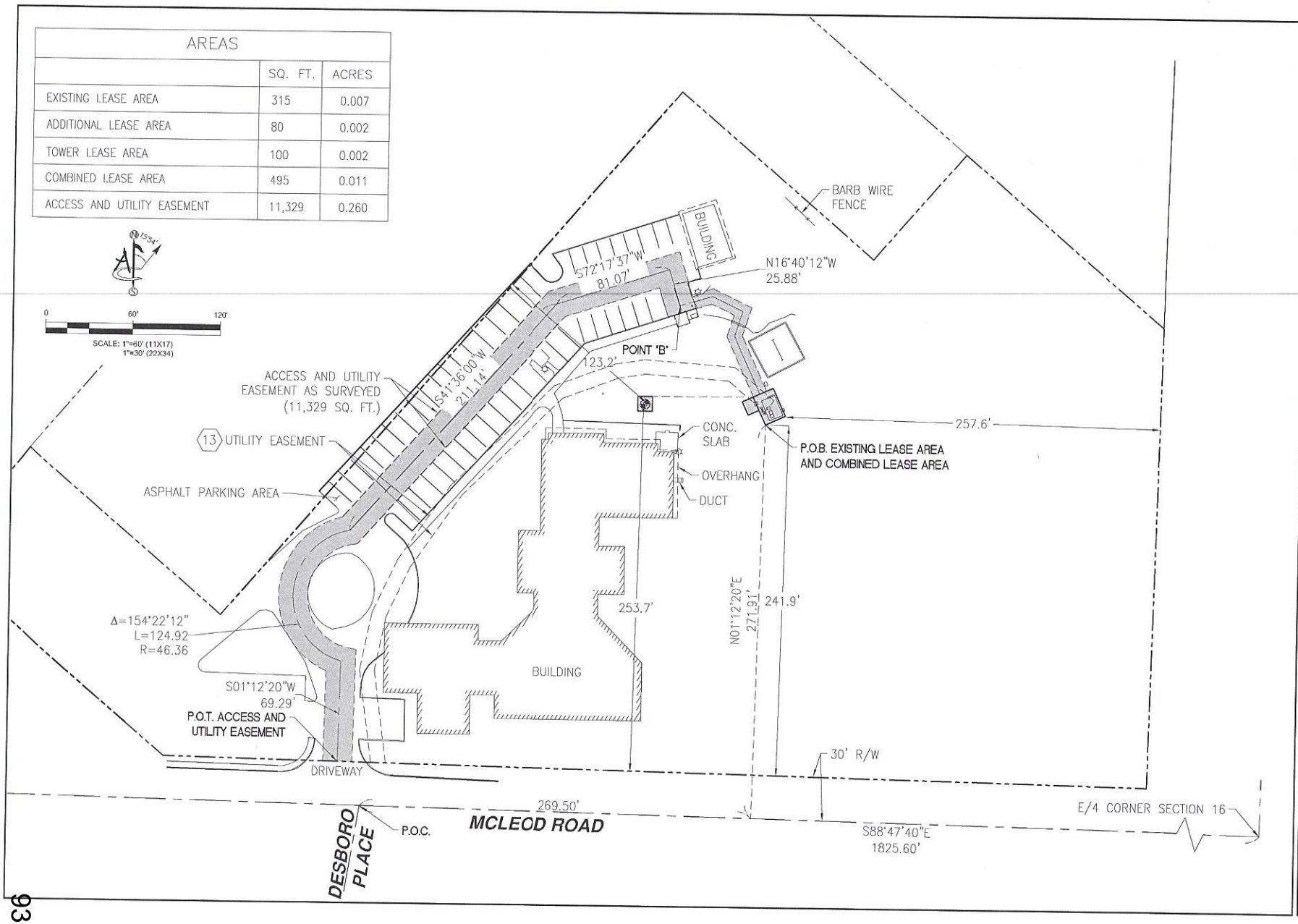
ambit consulting
245 SAINT HELENS AVE. SUITE 3A
TACOMA, WASHINGTON 98402
PH. (253) 572-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/18	SUBMITTAL	CK

SHEET TITLE
TITLE

SHEET NO.
LS-1

AREAS		
	SQ. FT.	ACRES
EXISTING LEASE AREA	315	0.007
ADDITIONAL LEASE AREA	80	0.002
TOWER LEASE AREA	100	0.002
COMBINED LEASE AREA	495	0.011
ACCESS AND UTILITY EASEMENT	11,329	0.260



CROWN CASTLE

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO CROWN CASTLE

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO CROWN CASTLE IS STRICTLY PROHIBITED

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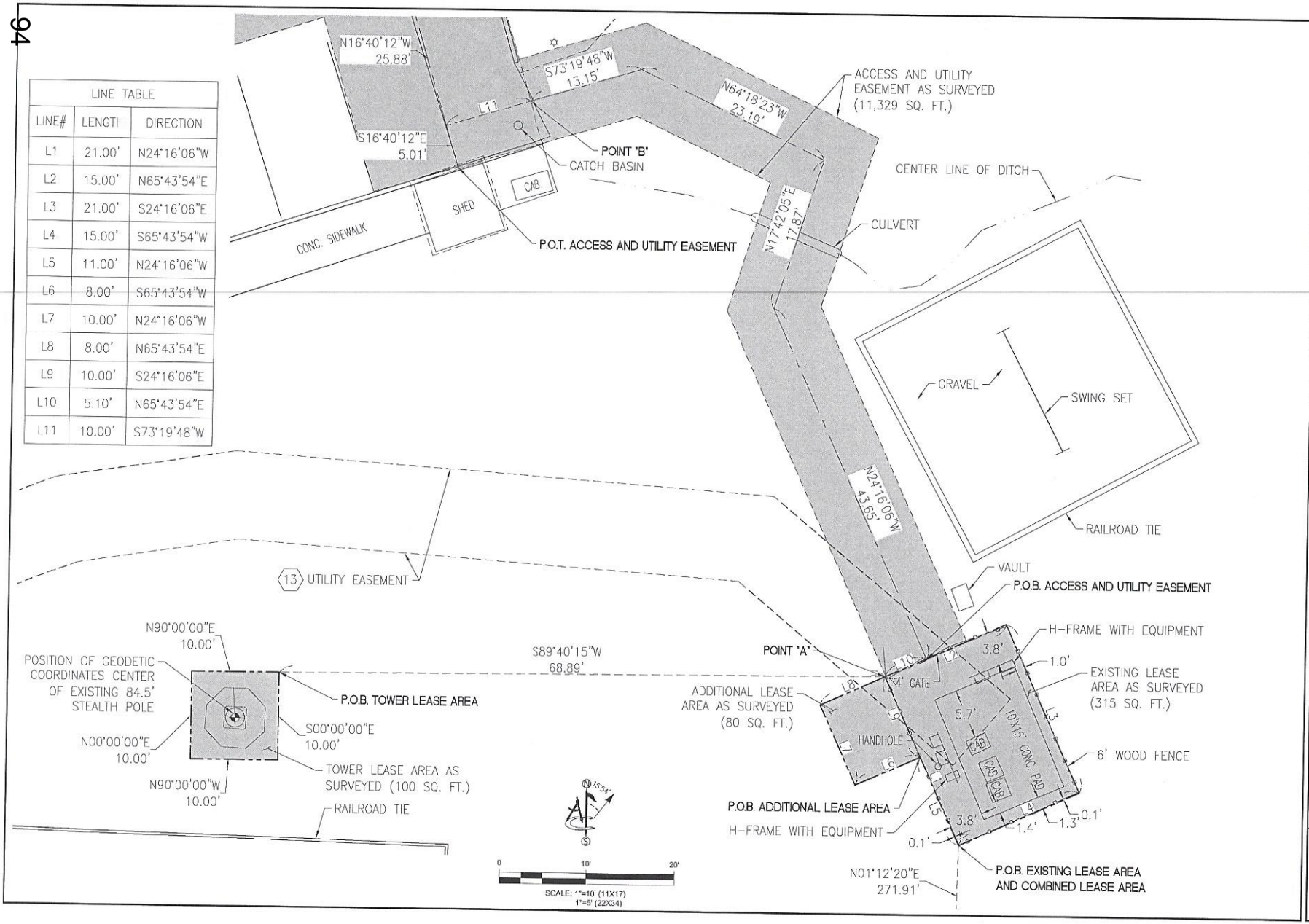
TACOMA, WASHINGTON 98402
PH. (253) 572-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/18	SUBMITTAL	CK

SHEET TITLE
OVERALL DETAIL

SHEET NO.
LS-2

LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	21.00'	N24°16'06"W
L2	15.00'	N65°43'54"E
L3	21.00'	S24°16'06"E
L4	15.00'	S65°43'54"W
L5	11.00'	N24°16'06"W
L6	8.00'	S65°43'54"W
L7	10.00'	N24°16'06"W
L8	8.00'	N65°43'54"E
L9	10.00'	S24°16'06"E
L10	5.10'	N65°43'54"E
L11	10.00'	S73°19'48"W



CROWN CASTLE

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO CROWN CASTLE

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO CROWN CASTLE IS STRICTLY PROHIBITED

SITE NAME
KAFE RADIO/COUNTY CLINIC

B.U.N.
824942

SITE ADDRESS
3645 E. MCLEOD ROAD
BELLINGHAM, WA 98226

WHATCOM COUNTY

ambit consulting
245 SAINT HELENS AVE. SUITE 3A
TACOMA, WASHINGTON 98402
PH. (253) 572-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/18	SUBMITTAL	CK

SHEET TITLE
SITE DETAIL

SHEET NO.
LS-3

PARENT PARCEL LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WHATCOM, CITY OF BELLINGHAM, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:
SAID REAL ESTATE BEING A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON
DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER WITH THE SOUTHEASTERLY LINE OF THE MT. BAKER HIGHWAY, SAID POINT BEING 134.8 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND RUNNING THENCE SOUTH 40° 37' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID HIGHWAY, 646.74 FEET; THENCE SOUTH 49° 23' EAST 350 FEET TO THE MOST EASTERLY CORNER OF THE TRACT CONVEYED TO G. W.
MOHNKERN AND WIFE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 1012728 AND THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; RUNNING THENCE SOUTH 40° 37' WEST 96 FEET; THENCE NORTH 49° 23' WEST 175 FEET; THENCE SOUTH 40° 37' WEST 579 FEET; THENCE SOUTH 49° 23' EAST TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH TO A POINT
ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER WHICH BEARS SOUTH 49° 23' EAST FROM THE POINT OF BEGINNING SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE TRACT CONVEYED TO G. W.
MOHNKERN AND WIFE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 970784; THENCE NORTH 49° 23, WEST TO THE POINT OF BEGINNING, LESS ROADS; AND BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, WITH THE SOUTHEASTERLY LINE OF THE MT. BAKER HIGHWAY, FORMERLY KNOWN AS THE NORTHEAST DIAGONAL ROAD, THE SAID POINT OF BEGINNING BEING 134.8 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 40°37' WEST ALONG THE SOUTHEASTERLY LINE OF THE MT. TAKER HIGHWAY 450.74 FEET TO A POINT; THENCE SOUTH 40°37' WEST ALONG THE SOUTHEASTERLY LINE OF THE MT. BAKER HIGHWAY, 772 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 49°23' EAST 175 FEET; THENCE SOUTH 40°37' WEST 99 FEET; THENCE NORTH 49°23' WEST 175 FEET TO THE SOUTHEASTERLY LINE OF THE MT. BAKER HIGHWAY; THENCE NORTH 40°37' EAST ALONG SAID SOUTHEASTERLY LINE OF MT. BAKER HIGHWAY 99 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION MAY CONTAIN MORE PROPERTY THAN THAT OF THE PARCEL ID

PARCEL ID #3803163652840000 AND 3803163652840001

THIS BEING THE SAME PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285.

EXISTING LEASE AREA LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;
THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET TO THE POINT OF BEGINNING

THENCE NORTH 24°16'06" WEST, 21.00 FEET;
THENCE NORTH 65°43'54" EAST, 15.00 FEET;
THENCE SOUTH 24°16'06" EAST, 21.00 FEET;
THENCE SOUTH 65°43'54" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 315 SQUARE FEET, OR 0.007 ACRES, MORE OR LESS.

ADDITIONAL LEASE AREA LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;
THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET;
THENCE NORTH 24°16'06" WEST, 11.00 FEET TO THE POINT OF BEGINNING

THENCE SOUTH 65°43'54" WEST, 8.00 FEET;
THENCE NORTH 24°16'06" WEST, 10.00 FEET;
THENCE NORTH 65°43'54" EAST, 8.00 FEET;
THENCE SOUTH 24°16'06" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80 SQUARE FEET, OR 0.002 ACRES, MORE OR LESS.

TOWER LEASE AREA LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;
THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET;
THENCE NORTH 24°16'06" WEST, 11.00 FEET TO THE POINT OF BEGINNING

THENCE SOUTH 00°00'00" WEST, 10.00 FEET;
THENCE NORTH 90°00'00" WEST, 10.00 FEET;
THENCE NORTH 00°00'00" EAST, 10.00 FEET;
THENCE NORTH 90°00'00" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET, OR 0.002 ACRES, MORE OR LESS.

COMBINED LEASE AREA LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;
THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET TO THE POINT OF BEGINNING

THENCE NORTH 24°16'06" WEST, 11.00 FEET;
THENCE SOUTH 65°43'54" WEST, 8.00 FEET;
THENCE NORTH 24°16'06" WEST, 10.00 FEET;
THENCE NORTH 65°43'54" EAST, 8.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A";
THENCE CONTINUING NORTH 65°43'54" EAST, 15.00 FEET
THENCE SOUTH 24°16'06" EAST, 21.00 FEET;
THENCE SOUTH 65°43'54" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFOREMENTIONED POINT "A" THENCE SOUTH 89°40'15" WEST 68.89 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" WEST, 10.00 FEET;
THENCE NORTH 90°00'00" WEST, 10.00 FEET;
THENCE NORTH 00°00'00" EAST, 10.00 FEET;
THENCE NORTH 90°00'00" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 495 SQUARE FEET, OR 0.011 ACRES, MORE OR LESS.

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING A STRIP OF LAND 10.00 FEET WIDE, 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;
THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET;
THENCE NORTH 24°16'06" WEST, 21.00 FEET;
THENCE NORTH 65°43'54" EAST, 5.10 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 24°16'06" WEST, 43.65 FEET;
THENCE NORTH 17°42'05" EAST, 17.87 FEET;
THENCE NORTH 64°18'23" WEST, 23.19 FEET;
THENCE SOUTH 73°19'48" WEST, 13.15 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B" AND A POINT OF TERMINUS;

TOGETHER WITH A STRIP OF LAND 20.00 FEET WIDE, 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED POINT "B", THENCE SOUTH 73°19'48" WEST, 10.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 16°40'12" EAST, 5.01 FEET TO A POINT OF TERMINUS.

AND FROM SAID POINT OF BEGINNING THENCE NORTH 16°40'12" WEST, 25.88 FEET;
THENCE SOUTH 72°17'37" WEST, 81.07 FEET;
THENCE SOUTH 41°36'00" WEST, 211.14 FEET TO A POINT OF NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 09°46'04" EAST, 46.36 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 154°22'12", AN ARC DISTANCE OF 124.92 FEET (CHORD SOUTH 03°02'50" WEST, 90.42 FEET);
THENCE SOUTH 01°12'20" WEST, 69.29 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT OF WAY OF MCLEOD ROAD AND THE POINT OF TERMINUS.

CONTAINING 11,329 SQUARE FEET, OR 0.260 ACRES, MORE OR LESS.

CROWN CASTLE

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO CROWN CASTLE

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO CROWN CASTLE IS STRICTLY PROHIBITED

SITE NAME
KAFE RADIO/COUNTY CLINIC

B.U.N.
824942

SITE ADDRESS
3645 E. MCLEOD ROAD
BELLINGHAM, WA 98226

WHATCOM COUNTY

ambit consulting
245 SAINT HELENS AVE., SUITE 3A
TACOMA, WASHINGTON 98402
PH. (253) 572-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/18	SUBMITTAL	CK

SHEET TITLE
LEGAL DESCRIPTIONS

SHEET NO.
LS-4

EXHIBIT 1

MEMORANDUM OF THIRD AMENDMENT TO SITE EASEMENT WITH OPTION

BU# 824942
Site Name: Kafe Radio/County Clinic

MEMORANDUM OF THIRD AMENDMENT TO SITE EASEMENT WITH OPTION

This Memorandum of Third Amendment to Site Easement with Option is entered into as of the latter signature date hereof, by and between Whatcom County and Whatcom Counseling and Psychiatric Clinic, Inc., a Washington nonprofit corporation (collectively, "**Landlord**") with an address of PO Box 3810 Everett, WA 98213 and T-Mobile West Tower LLC, a Delaware limited liability company ("**Tenant**"), successor in interest to T-Mobile West LLC, a Delaware limited liability company, successor in interest to T-Mobile West Corporation, a Delaware corporation, by and through Tenant's Attorney In Fact CCTMO LLC, a Delaware limited liability company, with an address of at 2000 Corporate Drive Canonsburg, PA 15317.

1. Landlord and Tenant's predecessor in interest entered into a Site Easement with Option, dated May 21, 2004, amended by that certain Amendment to Site Easement with Option, dated May 22, 2006, and that certain Second Amendment to Site Easement with Option, dated September 1, 2006 (collectively, as amended, the "**Easement**"), whereby Landlord granted an easement to Tenant over a portion of the real property, together with access and utility easements (the "**Premises**"), located at 3645 E. McLeod Road, Bellingham, Washington 98226 (the "**Property**"), as described in more detail in the Easement.

2. Landlord and Tenant have entered into a Third Amendment to Site Easement with Option (the "**Third Amendment**"), of which this is a Memorandum, wherein the Premises was expanded. A description of the Premises, as expanded, is attached hereto as Exhibit A.

3. The terms, covenants and provisions of the Third Amendment shall extend to, and be binding upon, the respective executors, administrators, heirs, successors, and assigns of Landlord and Tenant.

4. This Memorandum of Third Amendment to Site Easement with Option 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 Third Amendment and Easement, all of which are hereby ratified and affirmed.

5. The original copy of the Easement and the Third Amendment are held at Landlord's and Tenant's addresses set forth above.

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Third Amendment to Site Easement with Option as of the date(s) written below.

TENANT:

T-Mobile West Tower LLC, a Delaware limited liability company

BY: CCTMO LLC, a Delaware limited liability company, Its Attorney in Fact

By: Veronica Sayer

Printed Name: Veronica Sayer

Title: Real Estate Manager

Date: 2.6.19

LANDLORD:

Whatcom Counseling and Psychiatric Clinic, Inc., a Washington nonprofit corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Whatcom County

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS ON FOLLOWING PAGES

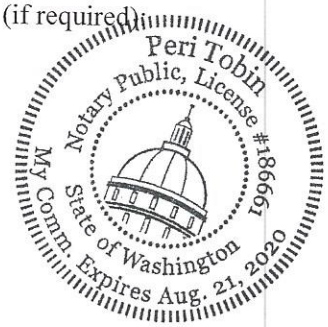
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Veronica Sayer is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Real Estate Manager (type of authority, e.g., officer, trustee, etc.) of Whatcom Counseling and Psychiatric Clinic, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):



Date: 2/6/2019

Peri Tobin
Notary Public

Title of office: Real Estate Specialist

My appointment expires: 8/21/2020

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) 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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: _____

_____
Notary Public

Title of office: _____

My appointment expires: _____

ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of CCTMO LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: _____

_____
Notary Public

Title of office: _____

My appointment expires: _____

EXHIBIT A

DESCRIPTION OF PREMISES

PREMISES LEGAL DESCRIPTION (AS SURVEYED), not including access and utility easements

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET TO THE POINT OF BEGINNING

THENCE NORTH 24°16'06" WEST, 11.00 FEET;

THENCE SOUTH 65°43'54" WEST, 8.00 FEET;

THENCE NORTH 24°16'06" WEST, 10.00 FEET;

THENCE NORTH 65°43'54" EAST, 8.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A";

THENCE CONTINUING NORTH 65°43'54" EAST, 15.00 FEET

THENCE SOUTH 24°16'06" EAST, 21.00 FEET;

THENCE SOUTH 65°43'54" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFOREMENTIONED POINT "A" THENCE SOUTH 89°40'15" WEST 68.89 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" WEST, 10.00 FEET;

THENCE NORTH 90°00'00" WEST, 10.00 FEET;

THENCE NORTH 00°00'00" EAST, 10.00 FEET;

THENCE NORTH 90°00'00" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 495 SQUARE FEET, OR 0.011 ACRES, MORE OR LESS.

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING A STRIP OF LAND 10.00 FEET WIDE, 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET;

THENCE NORTH 24°16'06" WEST, 21.00 FEET;

THENCE NORTH 65°43'54" EAST, 5.10 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 24°16'06" WEST, 43.65 FEET;

THENCE NORTH 17°42'05" EAST, 17.87 FEET;

THENCE NORTH 64°18'23" WEST, 23.19 FEET;

THENCE SOUTH 73°19'48" WEST, 13.15 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B" AND A POINT OF TERMINUS;

TOGETHER WITH A STRIP OF LAND 20.00 FEET WIDE, 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED POINT "B", THENCE SOUTH 73°19'48" WEST, 10.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 16°40'12" EAST, 5.01 FEET TO A POINT OF TERMINUS.

AND FROM SAID POINT OF BEGINNING THENCE NORTH 16°40'12" WEST, 25.88 FEET;

THENCE SOUTH 72°17'37" WEST, 81.07 FEET;

THENCE SOUTH 41°36'00" WEST, 211.14 FEET TO A POINT OF NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 09°46'04" EAST, 46.36 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 154°22'12", AN ARC DISTANCE OF 124.92 FEET (CHORD SOUTH 03°02'50" WEST, 90.42 FEET);

THENCE SOUTH 01°12'20" WEST, 69.29 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT OF WAY OF MCLEOD ROAD AND THE POINT OF TERMINUS.

CONTAINING 11,329 SQUARE FEET, OR 0.260 ACRES, MORE OR LESS.

WHATCOM COUNTY
ADMINISTRATIVE SEVICES
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083
Ddesler@co.whatcom.wa.us

FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMO TO: Jack Louws, County Executive

FROM: Rob Ney, Project & Operations Manager

DATE: March 6, 2019

RE: Amendment – Site Easement with Options

Attached is the proposed Third Amendment between Whatcom County, Whatcom Counseling and Psychiatric Clinic, Inc. and T-Mobile West Corporation, for allowing T-Mobile to continue to have easement rights to the 3645 E. McLeod Road property for your review and signature.

- Background and Purpose

T-Mobile has had easement access to the cell tower that is located on the McLeod Road property since 22 May 2006. This amendment continues to allow T-Mobile access to the property. The agreement also includes an expansion of premises; this expansion consists of an additional 87 SF of real property near the existing premises.

- Funding Amount and Source

There is no funding amount needed for this contract. This agreement has been viewed and pre-approved by Chris Quinn.

- Differences from Previous Contract

This project is an ongoing agreement.

Please contact Rusty Noble at extension 5389, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-165

File ID:	AB2019-165	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/06/2019	**Entered by:**	ESchlehu@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Reisner Distributors, Inc., to provide card lock fuel services for Whatcom County fleet vehicles at Pacific Pride fueling stations in the amount of $400,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Reisner Distributors, Inc., to provide card lock fuel services for Whatcom County fleet vehicles at Pacific Pride fueling stations in the amount of $400,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo and CIS, Contract with Reisner Distributor Inc

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
Director

EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401

Eric L. Schlehuber, Division Manager

MEMORANDUM

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

THROUGH: Jon Hutchings, PW Director JH

FROM: Eric L. Schlehuber, PW Equipment Services Manager ES

RE: RFP #19-09 Card Lock Fuel Services
Contract with Reisner Distributor, Inc.

DATE: March 8, 2019

- **Requested Action**

Enclosed for your review and signature are two contract originals between Whatcom County Public Works and Reisner Distributor, Inc.

- **Background and Purpose**

This agreement was a result of the RFP #19-09 bidding process in 2019, for the purpose of providing card lock fuel services for fleet vehicles. This contractor was chosen, because it was the sole responsive and responsible bidder. This contract also provides the option of extending the card lock fuel service for up to two annual renewals for a total of three years on this contract, which would expire on March 31, 2022 if all renewal options are utilized. This original agreement (year one on this contract) will cover the period of April 2, 2019 through March 31, 2020.

- **Funding Amount and Source**

This contract is in the approximate amount of $400,000.00 for a one-year term. This contract will be an open-ended amount with a fixed handling charge per gallon during the duration of the contract. The funding source has been allocated in the 2019-2020 ER&R Budget where it is treated as an expenditure item paid for with funds generated by the monthly equipment rental rates.

- **New Contract**

This is a new one-year contract requiring County Executive signature and Whatcom County Council approval, with options for additional renewals thereafter, as indicated above.

- **Recommended Action**

Please approve this agreement and forward to the County Executive and the County Council for approval.

Please contact Eric L. Schlehuber at extension 6405, 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 – Equipment Services Division
Division/Program: *(i.e. Dept. Division and Program)*	9090/909050 (Equipment Services/Stores)
Contract or Grant Administrator:	Eric L. Schlehuber, Equipment Services Manager
Contractor's / Agency Name:	Reisner Distributor, Inc.

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): 19-09 Contract Cost Center: 501100

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):
$ 400,000.00
This Amendment Amount:
$ 0.00
Total Amended Amount:
$ 400,000.00

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: Request authorization for the County Executive to enter into a contract between Whatcom County and Reisner Distributors, Inc., to provide magnetic card lock fuel service for Whatcom County fleet vehicles at Pacific Pride fueling stations in the amount of $400,000.00.

Term of Contract: April 2, 2019	Expiration Date: March 31, 2020

Contract Routing:

1. Prepared by:	Tammy Iddings	Date: 2/26/19
2. Attorney signoff:	Christopher Quinn	Date: 03/06/2019
3. AS Finance reviewed:	bbennett	Date: 03/07/2019
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:

V2.0

CONTRACT FOR SERVICES AGREEMENT
CARD LOCK FUEL SERVICE
SERVICES AND MATERIALS AGREEMENT
BETWEEN WHATCOM COUNTY
AND REISNER DISTRIBUTOR, INC.

Whatcom County Contract No.

_____

Reisner Distributor Inc., hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County,** agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), pp. 10 to 11,
Exhibit B (Compensation), pp. 12 to 13,
Exhibit C (Certificate of Insurance), pp. 13 to 21,

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

The term of this Agreement shall commence on the 2 day of April, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of March, 2020.

The general purpose or objective of this Agreement is to provide for the purchase of fuel to be used on Whatcom County fleet vehicles, including law enforcement vehicles when unable to refuel at the Central Shop fueling station, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $400,000.00. The Contract Number set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of March, 2019.

CONTRACTOR:

REISNER DISTRIBUTOR INC.

Ted Reisner, President

KAREN BARLEAN
NOTARY PUBLIC
COMM. EXPIRES
FEB. 1, 2021
STATE OF WASHINGTON

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 7th day of March, 2019, before me personally appeared Ted Reisner to me known to be the President of Reisner Distributor Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Karen Barlean

NOTARY PUBLIC in and for the State of Washington, residing at Anacortes. My commission expires 2-1-21.

WHATCOM COUNTY:
Recommended for Approval:

By: _____ 3/11/19
Jon Hutchings
Director Date

Approved as to form:

By: _____ 3/14/19
Christopher Quinn
Senior Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws
Whatcom County Executive Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

Reisner Distributor, Inc

Dan Averill, Vice-President

Address:
1922 Front Street
Lynden, Washington 98264

Mailing Address:
P.O. Box 673
Lynden, Washington 98264-0673

Contact Name: Dan Averil
Contact Phone: (360) 354-2169
Contact FAX: (360) 354-4768
Contact Email:daverill@reisnerdistributor.com

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

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

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

31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

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

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual,

agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

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

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

a. Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

Professional Liability - $1,000,000. per occurrence (this amount may vary with circumstances)

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

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

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

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

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

solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

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

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

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

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

Insert here (name, job title, work address)

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

38.1 Certification of Public Works Contractor's Status under State Law:
Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which inlcude: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal 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 transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

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

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

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

d. Arbitration:
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

A. PUMP LOCATIONS

There are over 1,000 Pacific Pride pump locations throughout Washington, Oregon and California allowing for convenient access for vehicles operated by law enforcement, road maintenance crews, building inspectors, parks personnel, etc. Pump locations are open and easily accessible to user's 24-hours a day, seven days a week and are within easy driving reach of County facilities in downtown Bellingham and at Smith and Northwest Roads. Whatcom County sites are conveniently located at:

- Bellingham:
  1. 500 Kentucky Street (Grant and Kentucky Street)
     Bellingham, WA 98225
     Products: Diesel, Gas, Air, Water, Office on Site

  2. 2800 Roeder Avenue
     Bellingham, WA 98225
     Products: Diesel, Gas, Non-ethanol, Air, Water

  3. 5927 Guide Meridian
     Bellingham, WA 98226
     Products: Diesel, Gas, Air, Water

- Ferndale:
  1. 6045 Portal Way (I-5 Exit 263)
     Ferndale, WA 98248
     Products: Diesel, Gas, Bulk DEF, Air, Water

- Lynden:
  1. 1920 Front Street (19th and Front Street; 1 block from Guide Meridian)
     Lynden, WA 98264
     Products: Diesel, Gas, Office on Site, Air Water

- Nooksack:
  1. 204 Nooksack Avenue
     Everson, WA 98247
     Products: Diesel, Off Road Diesel, Gas, Air, Water

Each pump location has at least two grades of fuel, including 87 octane unleaded regular gasoline and Ultra Low Sulfur #2 Diesel fuel, along with air and water service.

B. VOLUME

Approximately 90,000 gallons of unleaded regular gasoline and approximately 15,000 gallons of Ultra Low Sulfur #2 Diesel fuel are purchased through the card lock fuel system during a 12-month period. The volume purchased may or may not vary each year. The majority of our diesel fuel is fueled in-house; therefore, we do not utilize the card lock fuel system as much for these vehicles.

Currently the County has purchased cards for each of the approximately 600 cars, trucks and pieces of heavy equipment, of which 325 use diesel fuel and 275 use unleaded gasoline.

Fuel is also provided at the Whatcom County Central Shop fueling station, located at 901 West Smith Road, Bellingham WA 98226-9610. The contract for fuel delivered by truck and trailer loads and stored at the Whatcom County Central Shop is awarded through a separate bidding process.

C. MAGNETIC CARD READER

There is a magnetic card reader installed at the Whatcom County Central Shop fuel pumps.

The vendor's equipment must be able to feed fueling data from all of their card lock locations automatically into the County Fleet Management Program (RTA), accommodating the County's fleet management database that includes each piece of equipment and name of each authorized driver. Any necessary conversion of the database must be accomplished with a minimum expenditure of the County's time and money.

The County currently is using the Petrovend System 2 Integrated Fueling Management (FSC Version 21.01C) software, which feeds fueling data automatically from the vendor card lock pump locations into the County Fleet Management Program (RTA).

D. TRANSACTION REPORTS

Automatically, provide fueling data from vendor card lock pump locations into the County Fleet Management Program (RTA) no less than two-week intervals. This data shall be formatted to automatically download into the County's Fleet Fuel Management Program (RTA) and shall include the following information for each transaction: date, time, transaction number, driver card number, vehicle card number, type of fuel and odometer reading.

E. SERVICE CHANGES

If the service offered changes, deteriorates or diminishes materially after contract award, the County may cancel the contract by providing written notice, and purchase service from another vendor. During the contract period, if the supplier cannot supply product or service due to problems beyond its control, Whatcom County reserves the right to purchase from another vendor.

F. ANALYZE FUEL

Whatcom County reserves the right to analyze fuel at any time during the contract period. If fuel is found to be substandard, the County may cancel the contract by providing written notice and purchase service from another vendor.

EXHIBIT "B"
(COMPENSATION)

Compensation will be made for fuel purchased at card lock facilities outside of the Whatcom County Central Shop and for the issuance of additional cards, not including those replaced at no charge due to normal wear and tear.

A. PAYMENT TERMS

Whatcom County intends to take advantage of prompt payment terms offered. Prompt payment discounts of 20 calendar days or more after receipt of correct material and invoice will be considered. Payments will be processed in accordance with Whatcom County's established policies and procedures.

B. OPTICAL CARD PRICE

The County has previously purchased fuel cards for each piece of equipment and authorized driver. Cards damaged by normal wear and tear will be replaced free of charge. Any additional Pacific Pride fuel cards will be provided by the vendor to the County at a rate of: $5.00 for 1-5 cards; $10.00 for 6-10 cards; $15.00 for 11-15 cards, etc.

C. PRICE OF PRODUCT

The following fuel price offered is for the period February 1, 2014 through January 31, 2015. Prices are based on supplier rack pricing as of January 22, 2014 and may change commensurate with changes in the supplier rack price. The price per gallon offered includes supplier rack price and handling charge, **excluding all taxes**.

FUEL	OCTANE RATING	SUPPLIER RACK PRICE	HANDLING CHARGE	PRICE PER GALLON
Unleaded Regular Gasoline	87	$ 1.5050	$ .080	$ 1.5850
Ultra Low Sulfur #2 Diesel	N/A	$ 1.7825	$ .080	$ 1.8625

Upon receipt of valid invoice, Whatcom County will pay applicable Washington State sales tax on diesel, state excise (road) tax on gasoline, and required environmental taxes.

As submitted with the bid response form, the description of taxes that will be included for all purchases includes the following:

- Federal LUST Tax – .001 cpg
- WA State Fuel Tax – .494 cpg
- WA State Hazardous Substance Tax – .7% cost
- WA Petroleum Product Tax – .3% cost
- Federal Oil Spill Recovery Fee Gas 10% Ethanol – .00193 cpg
- Federal Oil Spill Recovery Fee Gas Non-Ethanol & Diesel – .00214 cpg
- B&O Other Fee – .00484% cost
- Diesel Additive Fee – .02 cpg

Federal excise tax of will be exempt due to the County's exempt status.

D. PRODUCT PRICE ADJUSTMENT

Whatcom County reserves the right to negotiate an acceptable method of product price adjustment at any time during the contract period. Provisions or conditions for product price adjustment during the contract period must have been supplied in a statement accompanying the bid proposal. Whatcom County also reserves the right to inspect relevant documentation at the vendor's place of business at any time during the contract period.

Price will be adjusted weekly on Tuesdays to reflect current refiners rack price charged to the vendor.

Product price adjustments (up or down) will be based only on refiner rack price changes to the Contractor. The refiner rack price charged to the Contractor must be clearly documented, and must be easy to verify by the County.

The Contractor will notify the County of product price adjustments during the contract period by fax or email within 24-hours after receipt of Contractor's notice received from the refiner. Contractor will provide the County's current price with the notice. Notice will also be sent to the following:

Whatcom County Public Works
Equipment Services Financial Accountant
322 North Commercial Street, Suite 210
Bellingham WA 98225

Vendor handling charge or margin must be firm for the period February 1, 2014 through January 31, 2015 and shall be stated per gallon.

E. INVOICE

Invoices submitted for fuel service must identify at a minimum the following for each transaction: user's card number, vehicle number of description, vehicle card number, odometer reading, date and time, product, gallons, cost per gallon, total cost of draw per transaction, location of transaction and total cost of each vehicle per invoice. The above information must be provided once a month.

Upon receipt of invoice, the County will pay applicable: 1) Washington State sales tax on diesel; 2) state excise (road) tax on gasoline; and 3) required environmental taxes.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2019

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

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

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED	300-108-8
REISNER DISTRIBUTOR INC PO BOX 409 ANACORTES, WA 98221-0409	

COVERAGES **CERTIFICATE NUMBER: 23** **REVISION NUMBER: 6**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	9085430	07/01/2018	07/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	9085430	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9085431	07/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	~~WORKERS COMPENSATION~~ ~~AND~~ EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE [ ] N / A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	9085430	07/01/2018	07/01/2019	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER	CANCELLATION
300-108-8 23 6 WHATCOM COUNTY PUBLIC WORKS 901 W SMITH RD BELLINGHAM, WA 98226-9610	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Michael G Kerr

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AGENCY CUSTOMER ID: 300-108-8
LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY	REISNER DISTRIBUTOR INC PO BOX 409 ANACORTES, WA 98221-0409
POLICY NUMBER SEE CERTIFICATE # 23.6	
CARRIER: SEE CERTIFICATE # 23.6 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 23.6

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY AND BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

ACORD 101 (2008/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

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POLICY NUMBER: 9085430

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
WHATCOM COUNTY PUBLIC WORKS 901 W SMITH RD BELLINGHAM WA 98226	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT IS LIMITED TO THE DELIVERY OF FUEL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

REISNER DISTRIBUTOR INC
PO BOX 409
ANACORTES WA 98221

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
REISNER DISTRIBUTOR INC
PO BOX 409
ANACORTES WA 98221

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT IS LIMITED TO THE DELIVERY OF FUEL.

Additional Insured Name and Address:

WHATCOM COUNTY PUBLIC WORKS
901 W SMITH RD
BELLINGHAM WA 98226

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CA-F-75 (10-13) Policy Number: 9085430 Transaction Effective Date: 11-26-2018

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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CA-F-128 (03-03) Policy Number: 9085430 Transaction Effective Date:11-26-2018

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

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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: AB2019-166

File ID:	AB2019-166	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/07/2019	**Entered by:**	ESchlehu@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Mt. Constitution Sites, Inc, to provide for the Mt. Constitution radio tower lease, in the amount of $17,655.05

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Mt. Constitution Sites, Inc, to provide for the Mt. Constitution radio tower lease, in the amount of $17,655.05

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo and CIS, Contract-Property Lease Agreement

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
Director

EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401

Eric L. Schlehuber, Division Manager

MEMORANDUM

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

THROUGH: Jon Hutchings, PW Director

FROM: Eric L. Schlehuber, PW Equipment Services Manager

RE: Property Lease Agreement – Two-Way Radio Communication (Radio Tower)
Mt. Constitution Sites, Inc. (MCSI)

DATE: March 8, 2019

- **Requested Action**

Enclosed for your review and approval are two original property lease agreement between Whatcom County Public Works and Mt. Constitution Sites, Inc. (MCSI).

- **Background and Purpose**

This lease agreement is for the usage of real property for two-way radio communication (radio tower). The property lease includes the option of extending this lease for up to three renewals (for a period of five years each) for a total of potentially twenty years on this agreement. This will cover the period from January 1, 2019 through December 31, 2023.

- **Funding Amount and Source**

This is a budgeted expenditure, which was budgeted and approved during the 2019-2020 Budget process.

The rental rate shall be adjusted annually by an amount which is equivalent to the rent for the most recent period and adjusted by the same percentage of increase as the revised Consumer Price Index (CPI) for all urban consumers in the Seattle/Tacoma/Bremerton area.

- **Differences from Previous Contract**

This property lease will be January 1, 2019 through December 31, 2023, and the maximum consideration will be $3,531.01 in 2019, for an approximate total amount of $17,655.05 for this five-year term (not including annual CPI adjustments for 2020-2023).

- **Recommended Action**

Please approve this property lease renewal agreement and forward to the County Executive and the County Council for approval.

Please contact Eric L. Schlehuber at extension 6405, 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 / Equipment Services Division
Division/Program: *(i.e. Dept. Division and Program)*	9010/901000 (Public Works Administration)
Contract or Grant Administrator:	Eric L. Schlehuber, Equipment Services Manager
Contractor's / Agency Name:	Mt. Constitution Sites, Inc.

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: _____ (see Whatcom County Codes 3.06.010, 3.08,090 and 3.08.100)

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

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

Is this contract the result of a RFP or Bid process? Contract
Yes ☐ No ☒ If yes, RFP and Bid number(s) _____ Cost Center: 10895

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

If yes, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments)
$ 17,655.05
This Amendment Amount:
$ 0.00
Total Amended Amount:
$ 17,655.05

Contracts that require Council Approval (incl. agenda bill & memo)

- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

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

Summary of Scope: Request authorization for the County Executive to enter into a contract between Whatcom County and Mt. Constitution Sites, Inc, to provide for the Mt. Constitution radio tower lease, in the amount of $17,655.05.

Term of Contract: five years with three, five year extensions; this agreement is for years one through five.	Expiration Date: December 31, 2023

Contract Routing Steps & Signoff: *sign or initial* — Indicate date transmitted

1. Prepared by: Tammy Iddings — Date 02/25/19
2. Attorney reviewed: Christopher Quinn — Date 03/06/2019
3. AS-Finance reviewed: Brad Bennett — Date 03/07/19
4. IT reviewed if IT related: _____ — Date _____
5. Corrections made: _____ — Date _____
6. Attorney signoff: _____ — Date _____
7. Contractor signed: _____ — Date _____
8. Submitted to Exec Office: _____ — Date _____
9. Council approved (if necessary): _____ — Date _____
10. Executive signed: _____ — Date _____
11. Contractor Original Returned to dept: _____ — Date _____
12. Original to Council: _____ — Date _____

PROPERTY LEASE AGREEMENT
TWO-WAY RADIO COMMUNICATION SYSTEM/TOWER
BETWEEN WHATCOM COUNTY
AND MT. CONSTITUTION SITES, INC.

Whatcom County Contract No.

_____

THIS LEASE is made and entered into effective the 1st day of January, 2019, by and between MT. CONSTITUTION SITES, INC., a Washington corporation ("MCSI"), and WHATCOM COUNTY ("Lessee"). This Lease shall, effective as of the Commencement Date, supersede and replace any Prior Lease in its entirety, and the Prior Lease shall be and become null and void as of such date. In the event this Lease is not fully executed by both MCSI and Lessee, the Prior Lease shall remain in full force and effect.

In consideration of the covenants and agreements herein contained, MCSI leases to Lessee, and Lessee leases from MCSI, certain specified portions of a tower and space for equipment and other property ("Premises") situated or to be situated on property of MCSI, located on Orcas Island, San Juan County, Washington ("Property"), for the term and under the following provisions:.

1. ***PROPERTY.***

The real property ("Property") of which the Premises are a part, is legally described as follows:

That portion of the West half of the Southeast quarter and the East half of the Southwest quarter, Section 20, Township 37 North, Range 1 West W.M., EXCEPTING existing county roads and power line easements, described as follows: Commencing at the Northeast corner thereof, thence Westerly along the Northerly line thereof 1000 feet; thence Southerly at right angles to the Northerly line 1000 feet; thence Easterly to the Easterly line thereof 1000 feet; thence Northerly along the Easterly line thereof to the point of beginning.

Situate in San Juan County, Washington.

2. ***PURPOSE AND USE.***

a. Purpose. The Premises shall be used by Lessee for the purpose of 2-way radio communications.

b. Equipment. Attached as Exhibit "A" is a list of the equipment installed or to be installed and the location of the equipment on the Premises, including the identified tower structure and the specific location within the designated communications building.

c. Other Equipment. In order to enable Lessee to carry out this purpose, Lessee may construct improvements and install equipment reasonably required by Lessee for this purpose, so long as not inconsistent with other provisions of this Lease. Those improvements and equipment may include, but are not limited to antenna(e), structures to house equipment, electrical meters, electrical generators, coaxial transmission lines, transmitters, receivers, accessory devices, an enclosure for such improvements, and all other equipment, supplies or materials relating to or reasonably appurtenant to the equipment and consistent with Lessee's purpose.

d. "Communications Equipment" Defined. All of the property set forth in Subparagraphs b. and c. shall

collectively be referred to as the "Communications Equipment." Lessee, or its contractors, agents or employees may replace, repair, modify and remove the Communications Equipment as necessary in accordance with the purposes set forth herein. The installation or construction of the original or any additional Communications Equipment must be approved in advance by MCSI. Any work shall be subject to the supervision and control of MCSI. Prior to the time Lessee installs or constructs any Communications Equipment, detailed plans and specifications shall first be provided to MCSI for MCSI's approval. Approval shall not be unreasonably withheld, conditioned or delayed. The addition or modification of Communications Equipment may affect the rent and that determination shall, likewise, be made in advance of the commencement of the work.

3. ***TERM.***

a. Initial Term. The Initial Term ("Initial Term") shall be for a period of five (5) years, commencing January 1, 2019 (the "Commencement Date"). Subject to the renewal provisions in Subparagraph 3(b), this Lease shall terminate one day before the fifth (5th) anniversary of the Commencement Date. Lessee's obligation to pay rent shall begin on the Commencement Date.

b. Extended Terms. Lessee shall have the right to extend the Initial Term for three (3) additional periods of five (5) years each ("Extended Terms") on the same terms and conditions as set forth herein, except for an adjustment in rent. Each Extended Term shall commence immediately upon the termination of the previous Term unless Lessee gives written notice to MCSI of its intent not to exercise its right to an extension of this Lease. Notice of intent not to extend shall be provided not less than one hundred eighty (180) days prior to the expiration of the then current Term.

c. "Term" Defined. The Initial Term and any Extended Term are alternately or collectively referred to as a "Term."

d. Holding Over. If, after the end of a Term for which there is no extension, or an extension does not occur by operation of this Lease or agreement of the parties, Lessee remains in possession of the Premises, at the sole option of MCSI, Lessee shall become a tenant on a year-to-year basis on the same terms and conditions of this Lease, except with regard to rent. Annual rental thereafter shall be adjusted utilizing the Consumer Price Index as described in Paragraph 4(b).

4. ***RENT.***

a. Initial Term. During the Initial Term Lessee shall pay to MCSI the annual sum of Three Thousand Five Hundred Thirty-One Dollars and 01/100s ($3,531.01), in advance on the first day of January of each year commencing on the Commencement Date at the address designated in Paragraph 26.

b. CPI Adjustment. On the first anniversary of the Commencement Date, and annually thereafter on the same date during the Initial Term, the rent shall be adjusted by an amount which is the equivalent of the rent for the most recent period, adjusted by the same percentage of increase as the revised Consumer Price Index for All Urban Consumers, Seattle-Tacoma-Bremerton Area, as published by the United States Department of Labor, Bureau of Labor Statistics, the base date being the June preceding the Commencement Date, and the rent adjustment shall then be based on the Index data available for the month of June preceding the anniversary of the Commencement Date. If

the cited Index is discontinued or revised during the Initial Term, or an Extended Term, another governmental index or computation shall be used in order to obtain substantially the same result as would be attained if the Index had not been discontinued or revised. In no event shall the rent for any succeeding year be less than the rent for the preceding year.

c. Extended Terms. Upon the commencement of each Extended Term, the rent shall be adjusted by reference to the Consumer Price Index as set forth in Subparagraph (b) of this Paragraph 4, effective as of the anniversary of the Commencement Date.

d. Continued Annual Adjustment of Rent. Annually thereafter for the duration of the Extended Term, the rent shall be adjusted by reference to the Consumer Price Index as set forth in Subparagraph (b) of this Paragraph 4, effective as of the anniversary of the Commencement Date.

e. Increased Costs Associated With Lease. To the extent that Lessee's property associated with this Lease shall cause real property taxes or assessments to increase; or to the extent that the costs of any common utilities or services increase as a result of this Lease; or to the extent that the cost of premiums for hazard insurance procured by MCSI with regard to operations on the Property described in Paragraph 1 increase by virtue of risks associated with Lessee's use of the Premises, all such expenses shall be charged pro rata to Lessee, and shall be payable to the extent of one-twelfth (1/12) the annual cost thereof and shall be payable with and as a part of the rent set forth in this Paragraph 4. Provided, nothing set forth in this Paragraph 4, e. shall authorize a use or business on the part of Lessee which is inconsistent with the other terms of this Lease or which is otherwise illegal.

f. Late Payment. In the event the rent required to be paid hereunder is not received by MCSI on or before the tenth (10th) day of the month for which rent is due, there shall be imposed and Lessee shall pay an additional sum equal to five percent (5%) of the rent and, in addition, the delinquent rent shall accrue interest at the rate of eighteen percent (18%) per annum, retroactive to the first day of the month for which such rent is due and unpaid. This obligation is in addition to the rights of MCSI as set forth in Paragraph 17, and does not constitute an election of remedies.

5. ***NONEXCLUSIVITY.***

The rights of Lessee are not exclusive and are subject to the rights of MCSI and other existing or future tenants of the Property, but as to any future tenants, those rights shall be subject to the terms of this Lease.

6. ***ACCESS.***

MCSI grants Lessee and Lessee's designees the right of ingress and egress to the Property and the Premises at all times, to install, inspect, maintain, service, repair, replace, upgrade or to add Communications Equipment and utility services. The route of access over the access easement and Property shall be of sufficient width and configuration to permit Lessee to properly operate its business in accordance with the purpose and use set forth in Paragraph 2, subject to interruptions beyond the control of MCSI.

7. ***LIABILITY FOR INJURY OR DAMAGE TO LESSEE OR THIRD PARTY.***

MCSI shall not be liable for any accident or injury to property or persons occurring in or about the Property or Premises which are caused by or arise out of any negligence, breach of contract, or other use of the Premises, on the part of Lessee or its agents, employees or other persons on or about the Property or Premises at the instance of Lessee, and Lessee shall hold MCSI harmless therefrom and defend MCSI against any claim so arising.

8. ***LIABILITY FOR CASUALTY DAMAGE TO PROPERTY.***

MCSI shall not be liable for any damage to the equipment or property of Lessee resulting from fire or other casualty in or about the Premises or from any other cause not resulting from the negligent acts or omissions of MCSI, its agents, employees or contractors.

9. ***INDEMNIFICATION.***

MCSI and Lessee each agree to indemnify the other against and hold the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise under this Lease as a result of the acts or omissions of the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

10. ***LIABILITY INSURANCE.***

Lessee shall, during the term hereof, at its own expense, maintain, keep in effect, and furnish and deliver to MCSI certificates evidencing comprehensive general liability and property liability insurance policies in such form and with an insurer satisfactory to MCSI, insuring both MCSI and Lessee against all liability for damages to persons or property on or about the Property or Premises which may arise by reason of the installation and maintenance of the Communications Equipment and the use of the Premises by Lessee. The liability limits for the insurance shall be not less than One Million Dollars ($1,000,000.00) for injury to or death to one or more persons in any one occurrence, and Five Hundred Thousand Dollars ($500,000.00) for damage to or destruction of property in any one occurrence. Attached Exhibit "B" is Certificate of Membership in the Washington Counties Risk Pool.

11. ***RELEASE OF LIABILITY AND WAIVER OF SUBROGATION.***

MCSI and Lessee each release the other from any and all liability or responsibility to the other or anyone claiming by, through or under them by way of subrogation, for any injury or damage sustained by MCSI, Lessee or any third parties; provided, however, that this provision shall be applicable and in force and effect only with respect to loss, damage or injury occurring during the time insurance policies of MCSI and Lessee contain a clause or endorsement to the effect that any release shall not adversely affect or impair the policies or prejudice the right of the releasing party to recover thereunder. MCSI and Lessee agree that their policies will include that type of clause or endorsement and, further provided, that this provision shall be binding on the waiving party only so long as the other party is in compliance with its obligation to maintain this insurance.

12. ***MCSI'S COVENANTS.***

MCSI covenants and agrees to and with Lessee as follows:

a. Title and Quiet Possession. MCSI represents, warrants and covenants to Lessee as follows: (1) MCSI is seized with good, marketable and fee simple title to the Premises and to any areas of the Property containing easements or rights of access as provided for in Paragraph 6; (2) any encumbrances that may exist on the Property or the Premises will not interfere with Lessee's intended use of the Premises; (3) Lessee is possessed of a valid leasehold estate in the Premises and Lessee shall have quiet and peaceful enjoyment of the Premises at all times during this Lease; and (4) MCSI will at all times during the term of this Lease defend title to the Property and Premises against all claims.

b. Maintenance and Repairs. MCSI shall be responsible for proper maintenance of the tower and any other of its improvements on the Property which are used by Lessee for the purpose set forth in this Lease. MCSI covenants that the tower and other improvements will be maintained in good condition and repair.

c. Environmental Laws. MCSI makes the following representations and warranties to Lessee:

i) MCSI has obtained all permits, licenses, or authorizations, if any, which are required under Environmental Laws, as defined below, with respect to the Property, including the Premises, and to the best of its knowledge, is in compliance in all material respects with same.

ii) MCSI is not aware of, and has not received notice of, the presence of Hazardous Substances on the Property, including the Premises.

iii) There is not pending or threatened against MCSI (and MCSI knows of no circumstances that might give rise to) any civil, criminal or administrative action, or claim relating in any way to Environmental Laws with respect to the Property.

As used herein the following terms shall have the following meanings: "Environmental Laws" shall mean all federal, state and local laws relating to pollution or protection of the environment. "Hazardous Substances" shall mean any pollutant, contaminant, hazardous or dangerous waste, substance or material regulated or controlled pursuant to any Environmental Law.

d. Marking and Lighting Requirements. MCSI, with regard to MCSI's towers, buildings and other improvements, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). MCSI shall indemnify and hold Lessee harmless from any fines or other liabilities caused by MCSI's failure to comply with these requirements.

13. ***LESSEE'S COVENANTS.***

Lessee covenants and agrees to and with MCSI as follows:

a. Limited Purpose. Not to engage in any business on the Premises, except as set forth in Paragraph 2;

b. Nuisance/Legal Compliance. To make no unlawful, improper or offensive use of the Property or Premises, or any part thereof, and to comply with all the laws, rules and regulations of federal, state, county, city or other governmental subdivision which may have rules, regulations, ordinances, statutes or laws pertaining to the conduct of Lessee 's business;

c. Waste. Not to commit or suffer any waste upon the Property or Premises;

d. Avoidance of Mechanic's or Materialman's Liens. Not to permit any liens authorized by Chapter 60.04 RCW to attach to the Property or Premises; and

e. Termination. At the end of the last Term or upon any sooner termination of this Lease, to quit and deliver up the Premises to MCSI peaceably and quietly, and in as good order and condition, excepting reasonable use and wear thereof, as the same now are or may hereafter be put into during any Term.

14. ***INTERFERENCE BY LESSEE***.

All expense of correcting pattern distortions, intermodulation and other interference to existing tenants caused by installation or use of the Communications Equipment shall be the obligation and at the expense of Lessee. In the event of any interference, the following conditions shall apply:

a. Incidental Interference. As used herein, "Incidental Interference" refers to interference with the signal of another existing lessee or lessees of MCSI which affects the quality of a signal, without significantly disrupting that lessee's operations. In the event that MCSI determines that Lessee's equipment or use of the Communications Equipment is the cause or likely cause of interference, Lessee shall have a period of thirty (30) days of MCSI's transmittal of written notice to Lessee, as provided in Paragraph 26, to correct the interference.

b. Substantial Interference. As used herein, "Substantial Interference" means interference that interrupts the signal of another of MCSI's existing lessees to an extent that the lessee's signal is not received or is so distorted as to be incomprehensible. In the event MCSI determines that Lessee's equipment or the use of the Communications Equipment is a cause or likely cause of the interference, then Lessee shall, within three (3) days after MCSI's transmittal of written notification to Lessee correct the interference. Irrespective of Paragraph 26 ("Notice"), MCSI may notify Lessee of an event of Substantial Interference by any means best suited to the urgency of the problem, including telephonic or facsimile notice which shall be directed to Lessee at the address or location set forth in Paragraph 26, or to any agent designated by Lessee as the recipient of the notice.

c. Cooperation. Lessee agrees to cooperate with MCSI and other lessees of MCSI to correct either Incidental or Substantial Interference, including the determination of any other factors which might have caused or contributed to the interference. In the event that another lessee of MCSI may have contributed to the interference, MCSI shall insist upon correction of factors contributing to the interference on the part of any other lessee.

d. Termination of Operations. If any pattern distortions, intermodulation or other signal

interference cannot be corrected within the period of time set forth above, pertinent to the degree of interference, then Lessee shall terminate its operation until corrections are made. Lessee further agrees to hold MCSI harmless from any claim made by any other lessees or third persons affected or damaged by pattern distortions, intermodulation or other signal interference caused by Lessee.

15. ***INTERFERENCE WITH LESSEE.***

e. Lessee shall be protected from pattern distortions, intermodulation and other interference caused by lessees and other users of any of MCSI's towers whose original leasehold arises subsequent to that of Lessee, in the manner and as required of Lessee in the preceding Paragraph 14, except with regard to leases with governmental agencies which have terms inconsistent with Paragraph 14 or with reference to which law or regulations otherwise require. Provided, however, that Lessee shall be responsible for keeping its equipment to good, current engineering standards. MCSI makes no guarantees against pattern distortion, intermodulation or any other interference by prior existing lessees. Although it is understood that MCSI shall not be responsible for any interference to Lessee from existing equipment located on the Property, MCSI will cooperate in the solution of the problems, to the extent reasonable, but no expenses necessary to resolve the interference shall be borne by MCSI.

16. ***DEFAULT AND REMEDIES UPON DEFAULT - IN GENERAL.***

If Lessee shall fail to keep and observe any of the covenants, terms and conditions of this Lease, except with regard to default in payment of rent as provided in Paragraph 17 and except as provided in Paragraph 15 with regard to interference by Lessee, then MCSI may, at any time after giving Lessee thirty (30) days' written notice specifying any default and referring to the part of this Lease relied on by MCSI, and if Lessee does not proceed with reasonable diligence and in good faith to cure any default specified in the notice, then MCSI may enter into or upon the Premises or any part thereof, repossess the Premises, and expel Lessee and those claiming under it, and remove its or their property and effects, without being deemed to have committed a trespass, and without prejudice to any other remedies which might otherwise be available at law or in equity for collection of arrears of rent, or other proceeding for breach of covenant or agreement. The exercise of any remedy by MCSI shall not constitute a termination of this Lease or Lessee's obligation hereunder.

17. ***REMEDIES UPON DEFAULT OF RENT.***

In the event of any failure by Lessee to pay the rent in full and strictly in accordance with and at the time required by this Lease, at the option of MCSI by notice, given in the manner required by Paragraph 26, this Lease and all of Lessee 's rights thereunder may be forfeited and MCSI may retake possession of the Premises, subject to the rights of bona fide third party encumbrancers, making the property of Lessee available to it after a reasonable time, provided all rental to the end of the current Term of this Lease has been paid in full and all other obligations of Lessee to MCSI are satisfied. The exercise of any remedy by MCSI shall not constitute an election of remedies. MCSI shall have any and

all other rights or remedies as may be provided at law or in equity, except as may be inconsistent with this Lease.

18. ***UTILITIES.***

Lessee shall be responsible for the expense of installation and payment of all charges related to utilities or other services required by its use of the Premises.

19. ***ASSIGNMENT.***

Lessee may assign its leasehold in the Premises, without notice to or the prior consent of MCSI, to any entity controlling, controlled by or under common control with Lessee (so long as the assignee is fully operational, properly staffed and has assets, equity and liquidity appropriate to the lease purpose), or to any entity that acquires substantially all of the assets of Lessee, provided that, in all instances the assignee assumes all of Lessee's obligations under this Lease. As to any other assignee, the consent of MCSI shall be required, but shall not be unreasonably withheld, conditioned or delayed. Except as provided in this Paragraph 19, should MCSI determine that any proposed assignee is not creditworthy or is not sufficiently experienced in the conduct of the business operated under this Lease, the refusal of MCSI to consent to the assignment shall not be deemed unreasonable. In any event, assignment of Lessee's interest hereunder shall not relieve Lessee of any obligations set forth in this Lease.

20. ***DESTRUCTION AND RECONSTRUCTION.***

In the event the Premises and any improvements thereon are destroyed or damaged to an extent so as to render the Premises untenantable, or practically so, in the sole judgment of MCSI, then MCSI may, at its option, cancel this Lease after giving Lessee sixty (60) days' written notice after the date of destruction or damage of MCSI's intent to cancel this Lease. Whether the Premises are wholly untenantable or not, MCSI may promptly proceed to rebuild and restore the Premises and improvements. In that event, MCSI shall, in writing, notify Lessee of its intention to do so within sixty (60) days after the destruction or damage, either partial or whole, and during the period of rebuilding and restoration the rent shall be abated in such proportion as Lessee 's use of the Premises is diminished. In the event of the election of MCSI to terminate this Lease, all rights and liabilities with respect to the unexpired portion of the Term shall cease and any unearned rent shall be refunded to Lessee. Thereupon the rights, duties and obligations of the parties as otherwise set forth herein with regard to termination shall be in effect.

21. ***EMINENT DOMAIN.***

In the event the Property or the Premises or a significant portion of the Property or the Premises is subject to a taking by a public entity or agency under the law of eminent domain, or a sale thereof under threat of public taking, such that substantial interference with the purpose of this Lease results, this Lease shall terminate upon the date of transfer of possession to the public entity or agency. In

that event, MCSI and Lessee shall each be entitled to receive and retain separate awards or portions of lump sum awards as may be allocated to their respective interests in the Property or Premises.

22. ***IMPROVEMENTS BY LESSEE.***

Except as otherwise agreed by prior or contemporaneous written agreement, Lessee shall not be entitled to any compensation from MCSI for any improvements made by it to the Property or Premises.

23. ***FIXTURES/COMMUNICATIONS EQUIPMENT.***

Notwithstanding any contrary provision of law, MCSI agrees that the Communications Equipment placed on the Premises by Lessee shall remain the exclusive personal property of Lessee, shall not be considered to be affixed to the Property and shall be removed by Lessee as provided herein. Upon removal by Lessee of any of its fixtures or other property, Lessee shall restore the Premises to the condition appertaining prior to the installation or placement of those fixtures or other property, ordinary wear and tear excepted.

24. ***CONSENTS AND APPROVALS.***

Lessee shall apply for all governmental approvals and other permits and authorizations which are required for the construction, installation and operation of the Communications Equipment and Lessee's business. MCSI agrees to cooperate with Lessee in all respects in connection with those efforts. All applications shall be made by Lessee at the sole cost and expense of Lessee, and Lessee agrees to indemnify and hold MCSI harmless from any cost, obligation or liability arising therefrom. MCSI may refuse to cooperate if MCSI deems that its cooperation is inconsistent with this Lease or other rights reserved to MCSI and any of its tenants, or the character of anticipated tenants.

25. ***SIGNS.***

Lessee shall not place any signs upon the Premises without the prior approval of MCSI, but consent shall not be unreasonably withheld, conditioned or delayed.

26. ***NOTICES.***

Except as provided in Paragraph 14, all notices must be in writing and shall be delivered by hand, by national overnight express delivery service, by U.S. registered or certified mail, return receipt requested, postage prepaid, or by facsimile to the addresses set forth below:

LESSEE:

Whatcom County
901 W. Smith Road
Bellingham, WA 98226
Attn: Eric Schlehuber

MCSI:

Mt. Constitution Sites, Inc.
1050 Larrabee Ave., #104-800
Bellingham, WA 98225
Attn: Rob Coulthurst

Any notice or other communication mailed as provided above shall be deemed effectively given: (a) on the date of delivery, if delivered by hand; (b) on the date mailed, if sent by overnight express delivery, U.S. mail; or (c) upon transmittal of facsimile.

27. ***IMPLEMENTATION.***

The parties agree to cooperate with each other in executing any and all documents necessary or appropriate in order to implement this Lease or the uses and purposes enumerated.

28. ***JURISDICTION AND VENUE.***

Jurisdiction of any action brought under this Lease shall be in the Superior Court in the State of Washington and the procedural and substantive law of the State of Washington shall apply to any action. The venue of any action shall be San Juan County, Washington.

29. ***ATTORNEY'S FEES AND COURT COSTS.***

In the event either party is required to engage an attorney to enforce or interpret its rights under this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

30. ***BINDING EFFECT.***

This Lease shall be binding on the parties' successors, provided that this paragraph shall not be construed to negate any restrictions on assignment otherwise set forth herein.

31. ***INTEGRATION.***

This Lease and any attached exhibits constitute the entirety of the Lease Agreement between the parties. No prior written agreement or communication or any oral representations shall be binding, except to the extent this Lease (in substantially similar form) is appended and incorporated as part of such written agreement. This Lease shall not be amended except in writing and signed by authorized representatives of both parties.

32. ***COUNTERPARTS.***

This Lease may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one instrument.

33. ***TIME OF THE ESSENCE.***

Time is of the essence of this Lease.

34. ***AUTHORITY.***

Each party represents to the other that it has full right and authority to enter into this Lease, and that the individual signing on behalf of each party is authorized to bind the entity for which he or she signs this Lease.

The parties have caused this Lease to be signed by the respective person on the date and year set forth above.

LESSOR:

MT. CONSTITUTION SITES, INC.

By:_____
Rob Coulthurst, Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 7th day of March, 2019, before me personally appeared **Rob Coulthurst** to me known to be the Vice President of **Mt. Constitution Sites, Inc.,** the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto to the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

KRISTI HARKNESS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-13-2019

_____
Notary Public in and for the State of Washington
Print name: Kristi Harkness
My commission expires: 10-13-2019

LESSEE:

Whatcom County

For Whatcom County:

Recommended for Approval:

By:_____ 3/11/19
Jon Hutchings
Public Works Director

Approved as to Form:

By:_____ 3/14/19
Christopher Quinn
Senior Deputy, Whatcom County

Approved:

By:_____
Jack Louws
County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared **Jack Louws**, to me personally know to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

_____
Notary Public in and for the State of Washington
Print name:_____
My commission expires:_____

EXHIBIT A

LEASE
Between
Mt. Constitution Sites Inc.
And
WHATCOM COUNTY ROAD DEPARTMENT

WHATCOM COUNTY ROAD DEPARTMENT will be operating a two-way radio repeater in the Public Safety 150 Mhz band. One cabinet will be installed in the Communications Building at Mt. Constitution with receiver and transmitter connected through their duplexer to an antenna owned by NW Communications, Inc. at the 150 foot level.

Transmit Frequency	150.995 Mhz
Receive Frequency	156.180 Mhz
Call Sign	WPZR339
Service Company	NW Communications, Inc.

EXHIBIT B

LEASE
Between
Mt. Constitution Sites Inc.
And
WHATCOM COUNTY ROAD DEPARTMENT

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL

MEMBER COUNTY: **Whatcom County, Washington** Attn: George Roche, DPA, County Claims Administrator Karen Goens, HR Manager 311 Grand Ave Bellingham, WA 98225	**Liability Coverage Afforded by the:** Washington Counties Risk Pool 2558 R W Johnson Rd SW, Suite 106 Tumwater, WA 98512-6103

Whatcom County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is NOT an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW (*"Actions against political subdivisions, municipal and quasi-municipal corporations"*) against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

MLC NUMBER:	**20182019RISKPOOL-WCCO**
MLC EFFECTIVE DATE:	October 1, 2018
MLC EXPIRATION DATE:	October 1, 2019
LIMITS OF LIABLITY EACH OCCURRENCE BI AND PD COMBINED:	$10,000,000

TYPES OF LIABILITY COVERAGE AFFORDED:

General Liability

Including:
- Bodily Injury
- Personal Injury
- Property Damage
- Errors and Omissions/Professional
- Advertising Injury

Automobile Liability

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE	**CANCELLATION**
Public Works Mt. Constitution County Radio Communications Tower Lease WC #200903022-1 (expires 12/31/18) During the MLC Period 10/1/18 - 10/1/19	SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.
CERTIFICATE HOLDER:	**ISSUE DATE:** **September 7, 2018**
Mt Constitution Sites, Inc. **Attn: Rob Coulthurst** **1050 Larrabee Ave #104-800** **Bellingham, WA 98225**	Claims Assistant:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-170

File ID:	AB2019-170	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/11/2019	**Entered by:**	SMock@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Transportation to obligate federal construction funds for the Guardrail Safety Program, in the amount of $805,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This Local Agency Agreement Supplement No. 1 and Project Prospectus are required to obligate federal funds for construction engineering and construction contract for the Guardrail Safety Program

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo and CIS, Agreement Supplment No. 1

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

Joseph P. Rutan, P.E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Director JH

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director JPR
James P. Karcher, P.E., Engineering Manager JPK

Date: March 8, 2019

Re: Guardrail Safety Program; CRP No. 918002; FA No. HSIP-000S(476)
Local Agency Agreement Supplement No. 1 and Project Prospectus

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Enclosed for your review and signature are two (2) originals of the federally funded Local Agency Agreement Supplement No. 1 and Project Prospectus between Whatcom County and the Washington State Department of Transportation (WSDOT) for the Guardrail Safety Program, CRP No 918002.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into this agreement with WSDOT to receive federal funding for the construction phase of the Guardrail Safety Program. Please sign, date and return **both** originals of the Local Agency Agreement Supplement No. 1 and Project Prospectus for further processing. We will return a fully executed original of the Local Agency Agreement Supplement No. 1 and Project Prospectus to you once they are signed by WSDOT.

Background and Purpose
This Local Agency Agreement Supplement No. 1 and Project Prospectus are required to obligate federal funds for construction engineering and the construction contract for the above referenced project. This project is listed as Item No. 14 on the 2019 Annual Construction Program, with guardrail installations to start in June 2019.

Funding Amount and Source
Total estimated project costs of $920,000 will be covered by $899,500 in federal Highway Safety Improvement Program (HSIP) funds and $20,500 of Local Road Funds. This Local Agency Agreement Supplement No. 1 and Project Prospectus obligate $805,000 of the remaining federal HSIP funds for construction phase work. Whatcom County has already obligated the $94,500 in federal funds for preliminary engineering. Disbursement of the preliminary engineering funds to Whatcom County required a 10% local match. No local match is required on the construction funds.

Please contact Andrew Tischleder, at extension 6224, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201801020-1

Originating Department:	Public Works - Design & Construction
Division/Program: *(i.e. Dept. Division and Program)*	(905900) Construction
Contract or Grant Administrator:	James P. Karcher, P.E.
Contractor's / Agency Name:	Washington State Dept. of Transportation

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 #: 201801020

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): LA-9256 CFDA#: 20.205

Is this contract grant funded?
Yes ☒ No ☐ If yes, Whatcom County grant contract number(s): HSIP-000S(476)

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

Contract Cost Center: 918002

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):
$ 110,000 (HSIP $94,500; Local $15,500)

This Amendment Amount:
$ 810,000 (HSIP $805,000; Local $5,000)

Total Amended Amount:
$ 920,000

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: This Local Agency Agreement Supplement No. 1 and Project Prospectus are required to obligate federal funds to perform construction engineering and award a construction contract for the Guardrail Safety Program, CRP No. 918002.

Term of Contract:	Completion of Project	Expiration Date:	N/A

Contract Routing:

1. Prepared by:	Andrew Tischleder	Date: 3-06-2019
2. Attorney signoff:	Christopher Quinn CDQ	Date: 3-08-2019
3. AS Finance reviewed:	bbennett	Date: 03/07/2019
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 08/08/18

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
Whatcom Co		1
Federal Aid Project Number	**Agreement Number**	**CFDA No. 20.205**
HSIP-000S(476)	LA-9256	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 2/23/2018
All provisions in the basic agreement remain in effect except as modified by this supplement.
The change to the agreement are as follows:

Project Description

Name Guardrail Safety Program: CRP No.918002 Length 0.000

Termini N/A

Description of Work ✓ No Change

Reason for Supplement

Obligate construction funds for construction contract and construction engineering.

Are you claiming indirect cost rate? ☐ Yes ✓ No Project Agreement End Date 12/31/2022

Does this change require additional Right of Way or Easements? ☐ Yes ✓ No Advertisement Date: 5/1/2019

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 %	a. Agency	105,000.00		105,000.00	10,500.00	94,500.00
	b. Other			0.00		
Federal Aid Participation	c. Other			0.00		
Ratio for PE	d. State	5,000.00		5,000.00	5,000.00	
	e. Total PE Cost Estimate (a+b+c+d)	110,000.00	0.00	110,000.00	15,500.00	94,500.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation	h. Other			0.00		
Ratio for RW	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract		683,028.00	683,028.00		683,028.00
	l. Other Testing - Nonparticipating		5,000.00	5,000.00	5,000.00	
	m. Other			0.00		
Federal Aid Participation	n. Other			0.00		
Ratio for CN	o. Agency		116,972.00	116,972.00		116,972.00
	p. State		5,000.00	5,000.00		5,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	810,000.00	810,000.00	5,000.00	805,000.00
	r. Total Project Cost Estimate (e+j+q)	110,000.00	810,000.00	920,000.00	20,500.00	899,500.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By

Title County Executive

Approved as to form:

3/14/19

Christopher Quinn Date
Civil Deputy Prosecutor
Civil Division

Washington State Department of Transportation

By
Director, Local Program

Date Executed

Agency		Supplement Number
Whatcom Co		1
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
HSIP-000S(476)	LA-9256	(Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number	HSIP	000S	476
Local Agency Project Number	CRP No. 918002		(WSDOT Use Only)

Date	03/08/2019
DUNS Number	060044641
Federal Employer Tax ID Number	916001383

Agency	CA Agency	Federal Program Title
Whatcom County	✓ Yes ☐ No	✓ 20.205 ☐ Other

Project Title	Start Latitude N / End Latitude N	Start Longitude W / End Longitude W
Guardrail Safety Program	48-41-2.11 / 48-41-2.11	122-18-51.50 / 122-18-51.50

Project Termini From-To	Nearest City Name	Project Zip Code (+4)
N/A N/A	Bellingham	98284-9640

Begin Mile Post	End Mile Post	Length of Project	Award Type
N/A	N/A	0.000	✓ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
Varies	Varies	Varies	N/A	37	Whatcom

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
Northwest Region	40, 42	1, 2	N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	$110,000	$15,500	$94,500	01/2018
R/W				
Const.	$810,000	$5,000	$805,000	05/2019
Total	$920,000	$20,500	$899,500	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
Varies	2

The existing sections of roadway have no guardrail safety features.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Install guardrail at various locations countywide.

Local Agency Contact Person	Title	Phone
James P. Karcher, P.E.	Engineering Manager	360-778-6271

Mailing Address	City	State	Zip Code
322 N. Commercial St, Ste. 301	Bellingham	WA	98225

Project Prospectus

By _____ Approving Authority

Title County Engineer

Date 3/8/19

DOT Form 140-101
Revised 04/2015

Previous Editions Obsolete

Agency	Project Title	Date
Whatcom County	Guardrail Safety Program	03/08/2019

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
☐ New Construction	☐ Path / Trail	☑ 3-R	Varies	2
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban ☑ Rural ☐ NHS ☑ Principal Arterial ☑ Minor Arterial ☑ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☐ Urban ☑ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☑ Minor Collector ☑ Local Access
Terrain	☑ Flat ☑ Roll ☑ Mountain	☑ Flat ☑ Roll ☐ Mountain
Posted Speed	Varies	Varies
Design Speed	Varies	Varies
Existing ADT	Varies	Varies
Design Year ADT	Varies	Varies
Design Year	Varies	Varies
Design Hourly Volume (DHV)	Varies	Varies

Performance of Work

Preliminary Engineering Will Be Performed By	Others %	Agency 100 %
Construction Will Be Performed By	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

☑ Class II - Categorically Excluded (CE)

☑ Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency	Project Title	Date
Whatcom County	Guardrail Safety Program	03/08/2019

Right of Way

☑ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required

Utilities	**Railroad**
☐ No utility work required	☑ No railroad work required
☑ All utility work will be completed prior to the start of the construction contract	☐ All railroad work will be completed prior to the start of the construction contract
☐ All utility work will be completed in coordination with the construction contract	☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Puget Sound Energy will relocated utility poles that are in Whatcom County's right-of-way and are in direct conflict with guardrail sites in the proposed project.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☑ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Whatcom County

Date

By

Mayor/Chairperson

Approved as to form:

3/14/19

Christopher Quinn
Civil Deputy Prosecutor
Civil Division

Date

Guardrail Safety Program
Safety Improvements
CRP # 918002

Construction Funding Year(s):	**2019**

Project Narrative:
This item provides funding to install guardrail as safety measures throughout the County at locations fitting criteria detailed in the grant application. These improvements will decrease run off the road and struck fixed object type of accidents. It is listed **#R16** on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Grant applied for in spring 2017, with funding received and design initiated in 2018. Construction in Early 2019.

Total Estimated Project Cost: $920,000

Expenditures to Date: $100,000

Funding Sources:	
Federal	$900,000
State	$
Local	$20,000

Environmental Permitting	Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this item, no map exists. Location of the new guardrails are at 25 sites countywide.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-174

File ID:	AB2019-174	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/12/2019	**Entered by:**	DPierce@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Public Safety Testing, Inc. to conduct background investigations on candidates for employment with the Sheriff's Office, in the amount of $42,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Contract

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF



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

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Bill Elfo, Sheriff

DATE: March 11, 2019

SUBJECT: Public Safety Testing, Inc.
Agreement for Services – Background Investigations

Enclosed for your review and signature are two (2) original agreements between Whatcom County Sheriff's Office and Public Safety Testing, Inc.

Background and Purpose
Whatcom County has established a relationship with Public Safety Testing, Inc. to conduct background investigations on candidates for employment with the Sheriff's Office.

This is an on-call agreement for services as needed with an annual estimated cost of $42,000: approximately $16,000 for Sheriff's Office Administration and Patrol (General Fund) and $26,000 for Corrections (Jail Fund).

Funding Amount and Source
Funding for these on-call services will come from existing Sheriff's Office budgets.

Please contact Undersheriff Parks at 6610 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201903008

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	35 Sheriff's Office / 3510 Administration / 351000 Administration
Contract or Grant Administrator:	Undersheriff Jeff Parks
Contractor's / Agency Name:	Public Safety Testing

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):
$ Estimate $42,000 annually

This Amendment Amount:
$ _____

Total Amended Amount:
$ Estimate $42,000 annually

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: On-call services agreement for background investigations on candidates for employment with the Sheriff's Office: approximately $16,000 for Sheriff's Office Administration and Patrol (General Fund) and $26,000 for Corrections (Jail Fund).

Term of Contract: 03/11/2019	Expiration Date: 12/31/2021

Contract Routing:

1. Prepared by: D. Pierce DMP Date: 03/11/19
2. Attorney signoff: HG Date: 3/12/19
3. AS Finance reviewed: Obennett Date: 3/12/19
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 08/08/18

COUNTY ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
201903008

SPECIALIZED SERVICES AGREEMENT

WHEREAS, *PST Investigations* is a skilled provider of pre-employment background investigations, workplace investigations and other services to public agencies and political subdivisions, and

WHEREAS, the Client agency ("Client"), either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement officers and/or corrections officers and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the Client desires to contract for new or additional services as set forth herein, NOW, THEREFORE

PST Investigations, a division of *Public Safety Testing, Inc.*, (the "Contractor") and the Whatcom County (the "Client"), do enter into this Agreement under the terms and conditions set forth herein.

Commencement Date: March 11, 2019

Termination Date: December 31, 2021

1. Description of Basic Services. The Contractor will provide or coordinate independent service providers to perform the following services to the Client, on its request and at its direction [***initial next to service(s) desired***]:

DMP 1.1 Background Investigation and Report. This service is described on the attached Exhibit A, incorporated by this reference as fully as if herein set forth.

____1.2 EyeDetect Pre-Employment Lie Detection/Truth Verification Test. Contractor will conduct a pre-employment lie detection/truth verification test using EyeDetect and provide results as part of the normal background investigation process.

____1.3 Polygraph Examination and Report. Contractor will coordinate an independent service provider and certified polygraph examiner with experience in pre-employment testing of law enforcement, corrections and other public safety candidates to conduct examination. Independent service provider will provide results directly to the Client.

1.4 **(check one)** The Client ☒does ☐does not require the candidate to submit a financial credit report as part of his/her background investigation.

1.5 **(check one)** The estimated annual salary (plus anticipated overtime, but without benefits) for this position is: ☒ below $75,000 ☒ above $75,000
VARIES (BOTH)

1.6 (check all that apply) For each background investigation, the Client requests the following (unless otherwise noted, most entry-level background investigations' reference interviews will be conducted via telephone):

- ☐ Onsite visit to current employer
- ☐ Personal visit to the candidate's home; interview spouse/significant other/roommates, etc.
- ☐ Personal visit to the candidate's neighborhood; interview neighbors, etc.
- ☐ Other(describe):_____
- ☐ Other(describe):_____
- ☐ Other(describe):_____

2. Professional Fees. The following professional fees for Contractor or independent service provider shall apply:

2.1 Background Investigation and Reporting

a) Records/data checks @ $99 per candidate. Records/data checks for candidates that reside or have resided outside of the State of Washington may be higher, depending on the State.
b) Education Verification report @ $34
c) Investigative, interviews, administrative and follow-up work at the following rates:

PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS	2019	2020	2021
Entry-level Candidates	$59.50/hour	$61.25/hour	$63.00/hour
Mid-Manager/Executive-level Candidates	$79.00/hour	$81.25/hour	$83.50/hour

d) Reimbursement for reasonable & necessary expenses related to travel, lodging, etc. Out of state travel will require prior approval from Client.

2.1.1. Under the Fair Credit Reporting Act, applicants are entitled to dispute the completeness or accuracy of any item in their file. If this occurs, Contractor will conduct a reasonable reinvestigation at no charge to the Client if the disputed information was originally reported by the Contractor.

2.2 Additional Services

ADDITIONAL SERVICES	2019 Per Candidate	2020 Per Candidate	2021 Per Candidate
EyeDetect Pre-Employment Lie Detection Test	$125	$130	$135
Polygraph Examination	$350	$360	$370
Polygraph Examination Re-Test Following a Pre-Employment Failed Examination	$350	$360	$370

NO NO NO

EyeDetect Pre-Employment Lie Detection Test. Conducted at the Contractor's office(s). Additional fees may be added for off-site work.

Polygraph Examination. Examination conducted at the Examiner's Office(s). Additional fees may be added for off-site work.

2.3 PST staff's travel, lodging and per diem expenses are additional, using the federal mileage and per diem rates for your agency's location. Any out of state travel will require pre-approval by the Client. Also, a 4% surcharge is added to actual expenses to cover state and local B&O taxes and fees. Washington State sales tax is NOT charged.

2.4 Contractor will invoice Client following completion of described services on behalf of Contractor or an independent service provider. Client will make payment within 30 days of receipt of invoice.

2.4.1 Direct Deposit (ACH Enrollment). Clients are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

2.4.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

3. Warranties and Reservations

3.1 Each service provided pursuant to this agreement shall be conducted and provided in accordance with generally accepted practice in the relevant industry. Contractor shall comply with state and federal statute. No other warranty, express or implied, is provided by Contractor.

3.2 The Contractor shall maintain complete written records of its files pertaining to candidates for two years following the background check, in accordance with the Fair Credit Reporting Act statute of limitations. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws.

3.3 Contractor retains a right of co-ownership to its work product produced under this contract including the right to use, reuse or resell all or any portion of the materials, reports, and information gathered during the investigation.

4. Certifications.

4.1 Consumer Reports. The Client is aware that the Fair Credit Reporting Act applies to background checks conducted by third party investigators. Therefore, in accordance with the Fair Credit Reporting Act, Client makes the following certifications to Contractor:

4.1.1. Client certifies that it seeks the information contained in the background check provided by Contractor for employment purposes.

4.1.2. Client further certifies that Client will not use the background check for any purpose except for employment purposes.

4.1.3. Client also certifies that before taking an adverse action based in whole or in part on the background check, Client shall provide to the candidate a copy of the background check report and a description in writing of the rights of the candidate under the Fair Credit Reporting Act, as written by the Federal Trade Commission. Contractor will provide a copy of the candidate's rights under the Fair Credit Reporting Act at the time the background check is provided to Client.

4.1.4. Client is further required to certify that prior to procuring a background check from Contractor, Client will (a) make a clear and conspicuous disclosure in writing to the candidate for employment, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, and (b) obtain from the candidate for employment an authorization in writing that Client may

procure a background check. However, Contractor shall act as Client's agent for purposes of making this disclosure and obtaining the candidate's authorization. Both the disclosure and authorization will be made and obtained during the candidate's application process with Contractor.

4.2 Investigative Consumer Reports. The Client is aware that an "investigative consumer report" means a background check in which information on the candidate's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the candidate or with others with whom he or she is acquires or who may have knowledge concerning any such items of information. If Client has requested such interviews to take place, Client makes all of the certifications contained in Section 4.1 above and the following additional certifications:

4.2.1. Client certifies that it will comply with Section 606(b) of the Fair Credit Reporting Act, which provides that the Client shall, upon written request made by the candidate within a reasonable period of time after the receipt of the disclosure made pursuant to Section 4.2.2 below, make a complete and accurate disclosure of the nature and scope of the investigation requested. This disclosure must be made in a writing mailed, or otherwise delivered, to the consumer not later than five days after the date on which the request is received.

4.2.2. Client is further required to certify that it has clearly and accurately disclosed to the candidate that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living, whichever are applicable, may be made and that such disclosure has been or will be delivered to the candidate not later than three days after the date on which the report was first requested. Client further certifies that the disclosure will include a statement informing the consumer of his right to request the additional disclosures provided under Section 606(b) of the Fair Credit Reporting Act. However, Contractor shall act as Client's agent for purposes of making this disclosure. The disclosure will be made during the candidate's application process with Contractor.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Client and any employee, agent or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

6.1 The Contractor shall indemnify the Client from:

6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Client shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 Any claim or charge incurred relating to a charge paid by Client pursuant to Section 2.3 of this Agreement.

6.2 The Client shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Client or its officers, agents or employees in the provision of services hereunder.

6.3 The promises of the Client and Contractor shall include the reasonable cost of legal defense by counsel chosen by the mutual agreement of the parties hereto but shall exclude any cost, claim or liability arising from breach of this Agreement or from the negligent or tortious act of the party seeking indemnity, its officers, agents and/or employees.

7. Termination. The Contractor and the Client may withdraw from this Agreement at any time for any reason with 30 days written notice, provided, however, that the provisions of paragraphs 3.2 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as the consent of the applicant tested by the Contractor remains in effect.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this 11th day of March, 2019.

Whatcom County, WA

By: See attached signature page

Print: _____

Its: _____

Point of Contact: Jason Gum

Title: Chief Inspector

Address: 311 Grand Avenue

City/State/Zip: Bellingham, WA 98225

Telephone: 360-778-6619

PST INVESTIGATIONS
PUBLIC SAFETY TESTING, INC.

By: _____ March 11, 2019

Print: Jon F. Walters, Jr.

Its: President

Greg Wilson

Director of Investigative Services

20818 – 44TH Ave W, Suite 160

Lynnwood, WA 98036

425.741.8872 / 425.776.9615

Subscriber's Contact for Billing
(Please complete if different from contact information above)

Contact: Dawn Pierce

Title: Sr. Administrative Assistant

Agency: Whatcom County Sheriff's Office

Address: 311 Grand Avenue

City/State/Zip: Bellingham, WA 98225

Telephone: 360-778-6606

Email: DPierce@co.whatcom.wa.us

WHATCOM COUNTY:
Recommended for Approval:

Bill Elfo, Sheriff — Date: 3/12/19

Approved as to form:

Prosecuting Attorney — Date: 3/12/19

Approved:
Accepted for Whatcom County:

By: _____ _____
Jack Louws, Whatcom County Executive — Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

EXHIBIT A

BASIC BACKGROUND INVESTIGATIONS

SCOPE OF WORK

1. PST discusses with department scope of work, important attributes to screen for, etc.
2. Candidate completes Personal History Statement; notarizes signatures; completes necessary waiver and notification forms; submits to PST. PST reviews information provided; PHS, etc.
3. PST conducts records/data checks
   - Public Records Check
   - WA Criminal history conviction information
   - Pending convictions and/or outstanding warrants
   - Federal Court Check
   - Sex Offender Registration
   - Credit Check/Prior Address History
   - SSN Verification
   - Department of Licensing Records (driver's license) (may be submitted by candidate)
4. Personal History Questionnaire (PHQ) completed by applicant online.
5. One-on-one comprehensive in-person interview with the candidate.
6. For entry-level candidates, telephonic interview of significant references (approx. 6-12 telephonic interviews). May conduct in-person or onsite interviews as requested by client agency. Second tier references may also be contacted as necessary.
   - For management/executive and lateral candidates, onsite visits will be conducted. Will visit current/past agencies; meet with coworkers, supervisors, subordinates, government officials, citizens, community leaders, etc.
7. Summary report to the Client
   - Summary of interviews
   - Findings
   - Records check reports
   - Personal History Statement
   - Personal History Questionnaire Report
   - Documents, Certificates
8. PST meets with Client staff – debrief (optional)

CONSIDERATIONS

- Client will notify PST of any issues or other areas that they may want examined closely on any candidate.
- Client is aware that the Fair Credit Reporting Act (FCRA) applies to background checks conducted by third party investigators and that Client must provide a copy of the background check report to a candidate prior to taking an adverse employment decision based on the reports/records. In addition, as a third party investigator, the FCRA prohibits PST from reporting certain adverse information beyond seven (7) years (for positions with an annual salary under $75,000).
- PST is a licensed Private Investigative Agency with the State of Washington.
- PST will contact the Client at any point during a candidate's background investigation when potentially disqualifying information is obtained. The Client will advise PST on how to proceed at that point.
- Client will provide PST with any relevant information on each candidate, such as a copy of the Client's employment application completed by the candidate, waivers, special requests, etc.
- PST personnel have extensive investigation and/or law enforcement investigative experience. PST investigators are WA licensed unarmed Private Investigators.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-177

File ID:	AB2019-177	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/14/2019	**Entered by:**	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and The Watershed Company to assist in the periodic review of the Shoreline Master Program in the amount of $100,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Authorization for the County Executive to enter into a contract between Whatcom County and The Watershed Company to assist in the periodic review of the Shoreline Master Program in the amount of $100,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
Planning & Development Services

Mark Personius, AICP
Director

MEMORANDUM

TO:	Jack Louws, County Executive
FROM:	Cliff Strong, Senior Planner
THROUGH:	Mark Personius, Director
RE:	The Watershed Company contract to assist with the 2020 Shoreline Master Program Periodic Update
DATE:	March 7, 2019

Enclosed are two (2) originals of contract between The Watershed Company and Whatcom County for your review and signature.

Background and Purpose

Pursuant to RCW 90.58.080, Whatcom County must update its Shoreline Master Program by June 2020, for which we will use a consultant to assist us. Staff issued a Request for Qualifications (RFQ) this past December, interviewing four consulting firms. The consultant chosen to assist us is The Watershed Company, based in Kirkland.

Funding Amount and Source

Council has budgeted $100,000 for this endeavor (budget item 2500.6630). We also anticipate obtaining a Department of Ecology grant for $75,000 this June. Therefore, this initial contact is only for *up to* $100,000; staff anticipates amending the contract once the Ecology grant is realized.

Please contact Cliff Strong at extension 5942, 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:	Planning & Development Services
Division/Program: *(i.e. Dept. Division and Program)*	2020 Shoreline Management Program Periodic Update
Contract or Grant Administrator:	Cliff Strong, Senior Planner
Contractor's / Agency Name:	The Watershed Company

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? Contract
Yes ☒ No ☐ If yes, RFP and Bid number(s): 18-53 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):
$ 100,000.00
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: Periodic Review of the Shoreline Master Program

Term of Contract: April 1, 2019	Expiration Date: December 31, 2020

Contract Routing:

1. Prepared by: BBoxx Date: 3/7/19
2. Attorney signoff: [signature] Date: 3-18-19
3. AS Finance reviewed: [signature] Date: 3/18/19
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: _____

CONTRACT FOR SERVICES AGREEMENT
The Watershed Company

Whatcom County Contract No.
_____

The Watershed Company, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County,** agree and contract as set forth in this Agreement, including:

General Conditions, pp.3 to 6,
Exhibit A (Scope of Work), pp. 7 to 11,
Exhibit B (Compensation), pp. 12,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of April, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to assist in the periodic review of the Shoreline Mater Program, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $100,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2019.

CONTRACTOR:

Dan Nickel, Vice-President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13 day of March, 2019, before me personally appeared Dan Nickel to me, known to be the Vice President (title) of The Watershed Company (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Christi L Hallman
NOTARY PUBLIC in and for the State of Washington, residing at King. My commission expires 12-29-19.

CHRISTI L. HALLMAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-29-19

WHATCOM COUNTY:
Recommended for Approval:

3-18-19
Department Director Date

Approved as to form:

3-18-19
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

The Watershed Company
Dan Nickel, Vice President
750 Sixth Street South
Kirkland, WA 98033
425-822-5242

GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality: Not Applicable

33.1 Right to Review: Not Applicable

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

a. Property Damage per occurrence – $500,000.00 (this amount may vary with circumstances)

b. General Liability & Property Damage for bodily injury – $1,000,000.00 (this amount may vary with circumstances)

c. Professional Liability – $1,000,000 per occurrence: If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

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

34.2 Industrial Insurance Waiver: Not Applicable

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

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

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

37.2 Notice: Not Applicable

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

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

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

45.1 Entire Agreement: This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT A
2020 SHORELINE MASTER PROGRAM PERIODIC UPDATE
SCOPE OF WORK

Whatcom County

Phase 1: Preliminary Shoreline Jurisdiction, Public Participation Plan, and BAS Library

1. **Project Coordination and Outreach.** This task includes ongoing communication and coordination between The Watershed Company (Watershed) team and Whatcom County (County) staff through the initial stages of the project. At the outset, Watershed will meet with County staff to review/refine scope and objectives, agree on initial tasks and timeline and coordinate on known resources to be delivered to the project team. Watershed will prepare a brief Project Management Strategy that identifies preferred communication methods, roles, and responsibilities, and a project schedule for both outreach and deliverables.

2. **Public Participation Plan.** Working with County staff, the Watershed team will develop a Public Participation Plan to provide opportunities for public involvement in the SMP periodic review consistent with WAC 173-26-090. The plan will be tailored to the needs of the County and its update process, identifying the public outreach approach and defining a schedule of implementation to align with the overall project schedule. Watershed will prepare draft graphics and text for outreach content. The County will handle outreach logistics and coordination, including website management, public noticing, and any print production or mailing.

3. **Consult with relevant agency staff, tribes, and neighboring jurisdictions**. As needed throughout the update process, Watershed will help the County coordinate with applicable State and Federal agencies, tribal staff members, and neighboring jurisdictions that share an active interest in the County's SMP and CAO framework. This includes an initial notification to such relevant stakeholders at the outset of the project.

4. **Review and amend shoreline jurisdiction boundaries, as needed**. Watershed, with County assistance, will review the shoreline jurisdiction information and Watershed's recommended shoreline jurisdiction changes and verify whether any changes are necessary based on new information. At a minimum, Watershed will make changes to shoreline jurisdiction maps based on annexations and location of river and stream channels since 2007, per existing data sets (no new data will be created for this effort).

5. **Compile and review applicable best available science that may affect goals, policies, and regulations**. Watershed will compile and review relevant changes in best available science (BAS) since the 2005 BAS report, including updated guidance from the Washington Department of Ecology, Washington State Fish and Wildlife Riparian Ecosystems Management Recommendations Volume 2, and buffers based on ecological functions, ecosystems, or geomorphology and performance based buffers. Additional subject matters that address climate change and sea level rise scenarios may also be included.

6. **Review new, pertinent state laws or court cases and prepare SMP Gap Analysis Report**. The outcome of this task will serve as a guidance document for the periodic update process and will assist in scoping relevant tasks before the County Council.

    a. **Review the SMP for consistency with legislative amendments.** The Watershed team will review the County's SMP, Chapter 90.58 RCW, and Ecology's rules and determine where amendments are needed to the County's SMP to maintain compliance. This will be based on the Ecology periodic review checklist.

    b. **Review Ecology Guidelines WAC 173-26.** Watershed will review the County's SMP regulations for consistency with Ecology's guidance, noting where specific SMP provisions do not meet WAC 173-26.

c. **Evaluate the Comprehensive Plan and Development Code.** Watershed will evaluate consistency of the County's current SMP with its Comprehensive Plan and development regulations, including changes that have been adopted since the SMP was last amended.

d. **Prepare SMP Gap Analysis Report.** Following the results and findings of the above listed tasks, the Watershed team will prepare a gap analysis report that provides summary recommendations. Watershed will prepare a draft Gap Analysis Report for review and comment by the County. Following County comments, Watershed will prepare a final Gap Analysis Report that can be used throughout the update process.

7. **Demonstrate how Phase 1 complies with the Guidelines.** Watershed will complete the required submittal elements for the Ecology grant, including the Public Participation Plan, documentation of outreach, and preliminary completion of the SMP Periodic Review Checklist.

Phase 2: Shoreline Inventory, Analysis, & Characterization

1. **Review new and relevant information related to the 2007 shoreline inventory.** Watershed will review relevant information pertaining to potential modification or addition to the 2007 shoreline inventory based on BAS discussed under Phase 1. This may include recent work by WDFW to assess land cover change via high resolution aerial imagery, the 2018 work by the Washington Coastal Resilience Project to assess sea level rise scenarios, and hydrologic/ geomorphic changes to various shoreline waterbodies.

2. **Conduct analysis of current shoreline conditions, as necessary.** Watershed will analyze historic Ecology shoreline photos for changes to the shoreline, where applicable, and current shoreline conditions based on available data sources, including areas of shoreline jurisdictional changes since 2007 discussed in Phase 1. The County will work with Watershed to identify areas of potential future development impacts.

3. **Prepare addendum to the 2007 shoreline inventory and characterization report.** As applicable, Watershed will prepare an addendum to the 2007 shoreline inventory and characterization (SIC) report.

4. **Demonstrate how Phase 2 complies with the Guidelines.** There is no required submittal to Ecology at this point in time per the periodic update process. For documentation purposes, the County may submit to Ecology the addendum to the SIC report, if applicable

Phase 3: Scoping & Visioning

1. **Public scoping/open houses.** The Watershed team will conduct a series of three (3) open houses across the County, with at least one directly involving the Planning Commission. County staff will be present and support the Watershed team. The open houses will be designed to review the anticipated scope of the project, revisit the County's existing vision for shorelines as prepared during the 2007 SMP update and as contained in the County's Comprehensive Plan. Watershed will begin to solicit public feedback, including suggestions and recommendations to improve shoreline management across the County. This may include preliminary findings from Phases 1 and 2, as applicable. At the completion of the series of open houses, Watershed will prepare an Open House Summary report for use by the County Council to help determine the project scope.

2. **County Council review and approval of scoping and visioning process.** Watershed, along with County staff, will present the findings from Phases 1 and 2 along with the Open House Summary report to the County Council, as a series of recommendations to be addressed in the periodic update of the SMP. The outcome of the County Council review will be a Scope Report that will clearly define future work efforts.

Phase 4: Shoreline Environment Designation, Policy & Regulation Development; Cumulative Impacts Analysis

1. **Evaluate past shoreline permits and update the Cumulative Impacts Analysis as needed.** While a detailed assessment of no net loss is not required by Ecology as part of this update, Watershed will review the County's record of shoreline permits issued since 2007 to assess whether any amendments to the SMP are warranted. Specifically, this review will focus on the effectiveness of mitigation requirements and the County's monitoring program. As amendments are proposed to the SMP, they each will be evaluated for

potential impacts to the County's prior no net loss determination. Any substantive change identified to need further evaluation will be documented in an addendum to the 2007 Cumulative Impacts Analysis.

2. **Meet with County staff.** Watershed will meet with County staff to discuss the Gap Analysis, Scope Report and the list of potential edits to the SMP and clarify any outstanding issues prior to drafting code amendments.
3. **Provide draft code**. Based on the prior tasks, Watershed will develop a complete preliminary draft of amendments to WCC Title 23, including recommendation for formatting and code simplification/reduction. This would include potential amendments to general goals, policies and regulations, environment designations, administrative provisions, and use and modification policies and regulations. Depending upon County direction regarding critical area regulations, Watershed may provide amendments to the County's Critical Areas Regulations, including shoreline jurisdiction.
4. **Demonstrate how Phase 4 complies with the Guidelines.** There is no required submittal to Ecology at this point in time. However, if desired by the County, Watershed could submit the working draft of the SMP amendments prior to public review.

Phase 5: Restoration Plan; Revisiting Phase 4 Products as Necessary

1. **Review and amend the Shoreline Restoration Plan.** Watershed, with County assistance, will provide an update of recent restoration activities within the County, assess the performance metrics of the restoration goals and amend the Restoration Plan as necessary. This will include coordination with restoration partners, including County departments, local tribes, non-governmental organizations, and other stakeholders. Watershed anticipates producing a supplementary memo to be appended to the Restoration Plan, and will address active restoration in Whatcom County.
2. **Revisit environment designations, policies and regulations, and finalize maps.** Watershed will work with the County to provide a final review of proposed amendments, including Watershed completing a GIS library of map changes to reflect changes to shoreline environment designations, prior to public review in Phase 6.
3. **Demonstrate No Net Loss (NNL) is achieved.** Any substantive changes to the SMP will be assessed to ensure compliance with Ecology's NNL criteria. However, a review of NNL and an amendment to the NNL report is not required by Ecology as part of the periodic review process. Watershed may prepare an addendum to the 2007 NNL report to document compliance.
4. **Demonstrate how Phase 5 complies with the Guidelines.** There is no required submittal to Ecology at this point in time. However, if desired by the County, Watershed could submit the Phase 5 work products to Ecology prior to public review.

Phase 6: Presentation to Public

1. **Public Open Houses.** Watershed will conduct a second series of three (3) open houses across the County, with at least one directly involving the Planning Commission. County staff will be present and support the Watershed team. These open houses will be designed to review with the public the proposed amendments and supporting documentation prepared in earlier phases and solicit feedback on the policy and regulatory revisions. At the completion of the series of open houses, Watershed will prepare another Open House Summary report that will summarize public comments and provide recommended revisions, if any, to the SMP and supporting documentation.

Phase 7: Local and State Approval

[The County would prefer to utilize the joint review process as outlined under WAC 173-26-104. This process allows for streamlined efficiency for joint comment periods, joint public hearings, early interim reviews, and ideally, a local adoption that is in compliance with all State mandates.]

Watershed will support the County efforts with the following tasks:

1. **Assemble the SMP.** Following completion of Phase 6, Watershed will work with County staff to assemble the complete SMP package to assist in the local and state adoption process, including assisting and preparing the draft staff report and ordinance.
2. **Prepare SEPA documentation.** Watershed will prepare a draft SEPA Checklist for County staff to review. The County will be responsible for issuing a Threshold Determination.
3. **Provide GMA 60-day notice of intent to adopt**. Watershed will assist the County as needed in the submittal of the 60-day notice, but anticipate the County leading this effort.
4. **Begin 30-day joint public comment period**. Watershed will assist the County in preparing public noticing for the comment period. Ecology will issue their own noticing and will need at least two weeks to prepare for their notice distribution.
5. **Public Meetings.** Watershed staff will attend the following three (3) anticipated public meetings. One Planning Commission workshop and public hearing held on the same night. One County Council workshop and one County Council public hearing. We anticipate that one of the public hearings will serve as the joint public hearing with Ecology. Watershed staff will be available to help County staff answer questions, as needed, throughout the public meeting process. Watershed will also assist the County in preparing staff reports and memos for each of these public meetings.
6. **Prepare responsiveness summary.** Watershed will prepare a response matrix to categorize all public comments received during the public comment period and public hearings. These comments will be organized by author, date, and issue and provide recommendations or rationale to address each item.
7. **Revise SMP to address public comments.** Per County direction, Watershed will prepare necessary edits to respond to public comments.
8. **Submit revised SMP to Ecology for consistency determination.** The County will take the lead on submitting the SMP for an interim consistency review prior to local adoption. Watershed will provide assistance as needed. Ecology will have 30-45 days to provide written responses.
9. **Revise SMP per Ecology comments.** Watershed will assist the County in making any necessary revisions to the SMP amendment following Ecology's interim review.
10. **Adopt the SMP and prepare formal submittal.** The County will take the lead in the adoption proceedings. Watershed will be available to assist as needed to answer questions.
    a. **Prepare decision packet including findings & conclusions, transmittal letter, conditions of approval (if any), & responsiveness summary.** Watershed anticipates the County taking the lead in any coordination of the State's final approval. Watershed will be available to answer any technical or science related questions, as needed.
    b. **Work with local government to finalize local adoption.** Watershed anticipates the County taking the lead in any coordination of the State's final approval. Watershed will be available to answer any technical or science related questions, as needed.
    c. **Demonstrate how Phase 7 complies with the Guidelines.** Watershed will complete the SMP periodic checklist for submittal as part of the formal submittal to Ecology following adoption.

EXHIBIT B
2020 SHORELINE MASTER PROGRAM PERIODIC UPDATE
BUDGET

Whatcom County

As consideration for the services provided pursuant to Exhibit A, Scope of work, the County agrees to compensate the contractor according to the following hourly rates for services provided. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rate, meals and lodging reimbursements shall not exceed GSA approved rate for Bellingham area. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Copies of receipts are required for reimbursement of expenses other than mileage. Whatcom County does not reimburse the cost of alcoholic beverages. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

Phase #	Task	Total Hours	County Cost[1]	Ecology Cost (grant)[2]	Total Cost
1. **Prelim. Shoreline Jurisdiction, Public Participation Plan, and BAS**		**70**	**$10,530**		**$10,530**
2. **Shoreline Inventory, Analysis, & Characterization**		**88**	**$12,888**		**$12,888**
3. **Scoping and Visioning**		**174**	**$25,560**		**$25,560**
4. **Shoreline Environment Designation, SMP Amendments, CIA**		**150**		**$18,890**	**$18,890**
5. **Restoration Plan; Revisiting Phase 4 Products**		**86**		**$13,352**	**$13,352**
6. **Presentation to the Public**		**124**		**$18,012**	**$18,012**
7. **Local and State Adoption**		**446**	**$36,644**	**$24,746**	**$61,390**
Expenses			$1,878		$1,878
	Sub -Total		**$87,500**	**75,000**	**$162,500**
Contingency Funds[3]			**$12,500**		**$12,500**
	Total Budget		**$100,000**	**$75,000**	**$175,000**

[1] Current contract limited to this amount.
[2] Grant anticipated to be awarded in June 2019. Once awarded, it is anticipated that this contract will be amended.
[3] Requests by the County for additional services are unknown at this time, but may include additional public outreach, technical investigations not already identified, and attendance at public meetings (e.g. Planning Commission, City Council, public hearings). Other related tasks and services, which may arise out of the above scope items, may also be requested by the County. For these reasons, there will be a Contingency fund of $12,500. No contingency funds will be used without prior authorization from the County.

The Watershed Company
Hourly Rates Effective January 2019*

Ed McCarthy, PE, PhD	Senior Water Resources Engineer	$190
Dan Nickel, MSc	Environmental Engineer	$180
Hugh Mortensen, PWS	Senior Ecologist	$180
Jennifer Creveling, PWS	Senior Biologist	$180
J. Kenny Booth, AICP	Senior Planner	$180
Sarah Sandstrom, MSc, CFP, PWS	Senior Fisheries Biologist	$160
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	$155
Al Wald	Hydrogeologist	$160
Nell Lund, PWS	Senior Ecologist	$145
Amber Mikluscak, PLA, GISP, MLA	Senior Landscape Architect/GIS Manager	$145
Ryan Kahlo, PWS	Senior Ecologist	$145
Mark Daniel, AICP	Associate Planner/GIS Specialist	$135
Marina French, PLA, MLA	Landscape Architect	$130
Clover McIngalls, PWS	Environmental Planner	$130
Betsy Mann	Marketing Manager	$120
Lucas Vannice, PLA	Landscape Architect/Arborist	$115
Katy Crandall	Ecologist/Arborist	$115
Kyle Braun	Landscape Architect/Arborist	$115
Christi Hallman	Project Administrator	$110
Debra Klein	Accountant	$110
Logan McClish	Water Resource Specialist	$110
Amanda Larson	GIS Specialist/Environmental Scientist	$110
Michael Thai	Environmental Scientist	$110
Peter Heltzel, MSc, CFP	Fisheries Biologist	$100
Alex Capron	Planner/GIS Specialist	$100
Roen Hohlfeld	Landscape Designer/Ecologist	$95
Sam Payne	Ecologist	$95
April Mulcahy	Landscape Designer	$88
Grayson Morris	Landscape Designer	$88
Alex Pittman	Planner	$88
Logan Dougherty	Ecologist	$85
Amanda "Alee" McDonald	Ecologist	$78

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society
PE = Professional Engineer
EIT = Engineer In Training
GIS = Geographic Information System
PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists
PLA = State of Washington Professional Landscape Architect
AICP = American Institute of Certified Planners
MSc = Master of Science degree
MLA = Master of Landscape Architecture
GISP = GIS Professional

*Rates for 2019 only; escalator clause for cost of living may apply in future years

Kulshan Services LLC
All sub-consultant rates are subject to 10% escalation

Facilitation	$150/hour
Negotiation Support/Expert Witness	$150/hour
Project Management	$125/hour
Planning and Policy Analysis	$125/hour
Document Research	$125/hour
Environmental Science/Biology	$100/hour
Site Inspection/Technical Field Work	$85/hour
Habitat Assessments/Site Evaluations	$85/hour
Stormwater Facility Evaluations	$85/hour
Cartography and GIS	$85/hour
Public Involvement	$85/hour
Intern Research	$65/hour
Copyediting/Grant Writing/Graphics	$65/hour
Travel Time (as applicable)	$65/hour
Logistical Support/Note Taking	$55/hour
Administrative Support	$55/hour

Herrera Environmental Consultants, Inc.
All sub-consultant rates are subject to 10% escalation

Name	Classification	Total Hourly Billing Rate
Ewbank, Mark	Vice President	256.69
Parsons, Jeff	Engineer V	217.30
Merten, Christina	Scientist IV	187.23
Mitchell, Colleen	Engineer IV	167.68
Waggoner, Jonathan	Engineer III	159.46
Spear, Eliza	Scientist II	109.55
Geigel, Joseph	GIS Analyst II	106.26
Saavedra, Robin	Accounting Administrator III	115.58

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-188

File ID:	AB2019-188	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/20/2019	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Discussion		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

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

TITLE FOR AGENDA ITEM:

Discussion regarding Pt. Roberts solid waste issues

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of two letters received from the Point Roberts Taxpayers Association regarding solid waste issues at Pt. Roberts.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Pt. Roberts Taxpayer Association Letters

Final Action:
Enactment Date:
Enactment #:

Point Roberts Taxpayers Association

United States and Canadian Citizens Working Together for Point Roberts, WA

PO Box 158
Point Roberts, WA 98281-0158
PRTA@pointroberts.net

September 17, 2018

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225
By Email

Re: Solid Waste Management in Point Roberts

Dear Council Members:

I am writing on behalf of the Board of Directors of the Point Roberts Taxpayers Association (PRTA) to update you on our views and concerns regarding solid waste management in Point Roberts.

The Association's official position is, and has been since 2009, to favor tax-based universal mandatory curbside collection of garbage and recyclables along with policies and programs aimed at encouraging recycling and waste reduction, for both residential and commercial establishments.

On September 12, 2018, our Board of Directors passed by majority vote a motion regarding the new minimum level of residential service, effective January 1, 2019. In the new solid waste management ordinance, Council has set it at 26 32-gallon trash cans per year, whereas in all other unincorporated areas of Whatcom County, UTC tariffs allow customers to opt for a lower minimum of one 20-gallon can per month (12 per year). PRTA believes that customers in Point Roberts should have that same lower option. We note that approximately 75 percent of residences in Point Roberts are Canadian-owned and occupied only part-time or seasonally.

Aside from uniformity of policy in the County, there are two main arguments for the lower minimum: 1) to reduce the financial burden on households of the new mandatory service; and 2) to encourage recycling and a reduced stream of solid waste going to landfills.

We note that Whatcom County policy, as expressed in its 2008 Comprehensive Solid and Hazardous Waste Management Plan, makes waste reduction and recycling the preferred methods of handling solid waste. To quote from Whatcom County Code on Solid Waste and Residential Recycling Collection, Chapter 8.10.010B: "Certain service levels and rate structures for solid waste and recycling collection are hereby established in Whatcom County to further the objectives

Point Roberts Taxpayers Association

United States and Canadian Citizens Working Together for Point Roberts, WA

PO Box 158
Point Roberts, WA 98281-0158
PRTA@pointroberts.net

September 16, 2018

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225
By Email

Re: Implementing mandatory garbage collection in Point Roberts

Dear Council Members:

I am writing on behalf of the Board of Directors of the Point Roberts Taxpayers Association (PRTA) to suggest two measures to improve solid waste management in Point Roberts, in the new environment of universal mandatory curbside collection, which is policy we have long supported.

On August 8, 2018, our Board of Directors voted unanimously to request the County to 1) develop an appropriate mechanism to subsidize or otherwise reduce the financial burden of mandatory service (beginning January 1, 2019) on low income households and 2) implement a program of public education in Point Roberts to promote recycling and waste reduction.

Many members of our community have expressed the feeling that the new mandatory fees, to be added to their property tax bill, will create a genuine financial hardship. We wonder if there might be some mechanism to define and address this.

From our perspective, one of the reasons to favor the new policy of universal mandatory curbside collection is to promote recycling and waste reduction. The new policy provides some financial incentives to utilize the services that customers will be required to purchase. However, we believe that the County has an obligation to implement a focused program of public education to encourage household composting, recycling, and re-use in order to meaningfully reduce the stream of waste into our landfills.

Finally, I would note that the PRTA has also called for curbside recycling service for commercial customers in Point Roberts. To address only residential recycling leaves a huge hole in the effort to achieve waste reduction.

Thank you for your consideration of these suggestions.

Sincerely,

Mark Robbins, President

cc: Jeff Hegedus, Environmental Health Supervisor, Whatcom County Health Department
Jeff Christopher, Chair, Point Roberts Community Advisory Committee
Barbara Bradstock, Secretary, PRTA

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-180

File ID:	AB2019-180	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/15/2019	**Entered by:**	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Report		

First Assigned to: Council Planning and Development Committee

Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Planning and Development Services' semi-annual report

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Planning and Development Services Director Mark Personious to present his report

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Final Action:
Enactment Date:
Enactment #:

Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-024

File ID:	MIN2019-024	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/08/2019	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Regular County Council for January 29, 2019 (Amended)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: County Council January 29 2019 AMENDED.pdf

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY COUNCIL
Regular County Council Meeting

January 29, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.
Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Buchanan reported on a young adult offender program and the joint meeting to select the replacement for the State Senate 40th District seat on Tuesday, February 5 at the Skagit County Commissioner meeting room.

PUBLIC HEARINGS

1. AB2019-032 RESOLUTION TO SELL TAX-TITLE PROPERTY BY PUBLIC AUCTION

Browne opened the public hearing, and hearing no one, closed the public hearing.

Brenner moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)
Nays: None (0)

2. AB2019-064 ORDINANCE IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE CHERRY POINT UGA, THE PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT

Browne opened the public hearing, and the following people spoke:

Dena Jenson spoke about reducing consumption of fossil fuels. Approve the moratorium.

Sandy Robson spoke about approving the moratorium and developing protections for Cherry Point.

Todd Mitchell, Washington State Building and Construction Trades Council, spoke about proposed amendments to the Comprehensive Plan for Cherry Point that will prevent businesses from operating successfully.

Steve Garey spoke about extending the moratorium and the proposed amendments to the Comprehensive Plan for Cherry Point. Ensure the safest and cleanest production from the industries at Cherry Point.

Todd Tayler, Plumbers and Pipefitters Local 26 Business Manager, spoke about the proposed amendments to the Comprehensive Plan for Cherry Point and stated do not approve the moratorium.

Lane McElvoy spoke against the moratorium and its impact on local jobs.

Max Perry spoke about the resolution for resources and funding to allow Cascadia Law Group related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

Joe Wilson, Peterson Brothers Vice-President, spoke about the number of support industries that support the businesses at Cherry Point and the lost jobs that will result from the moratorium.

Jim Ace spoke in support of the moratorium.

Ronald Colson, Sierra Club Mt. Baker, spoke in support of the moratorium. The Sierra Club supports existing production at Cherry Point, but there's no need to increase capacity.

Shiloh Britt spoke in support of the moratorium to keep Whatcom County safe and healthy.

Warren Sheay spoke about prioritizing safety over profits and jobs.

Erin Strang, Phillips 66 Environmental Specialist, spoke against the moratorium, as it's unfair to Whatcom County businesses and about proposed amendments to the Comprehensive Plan.

Jean Carmean spoke in support of the moratorium for environmental protection.

Tom Beck spoke against the moratorium because it will hurt jobs.

Alex Ramel spoke in support of the moratorium and about the resolution for resources and funding to allow Cascadia Law Group related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA. He supports existing production at Cherry Point, but not expansion.

Omar Favela stated he is against the moratorium and proposed changes to the Comprehensive Plan because of the resulting loss of jobs and tax benefits to the community from the industry.

Jane Bright stated she supports the moratorium and is opposed to expanding the industry.

Jack McBride stated he supports the moratorium and the resolution for resources and funding to allow Cascadia Law Group related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

Jayne Freudenberger spoke in support of the moratorium due to environmental protection.

David Kershner stated he supports the moratorium for environmental and public health protection.

Dirk Vermeeren stated he supports the moratorium and the proposed amendments to the Comprehensive Plan.

Cheyenne Henrichsen stated she supports the moratorium and renewable resources.

Abe Jacobson stated he supports the moratorium and the proposed amendments to the Comprehensive Plan to allow additional time and information to prepare for the future.

Gabby Brown stated she supports the moratorium.

Paula Rotondi stated she supports the moratorium because it benefits everyone who lives in Whatcom County and will mitigate climate change problems.

Jeff Ten Pas, BAI Environmental Services, stated he is opposed the moratorium and the proposed amendments to the Comprehensive Plan to protect local industries and jobs.

Sandy Lawrence stated he supports the moratorium to protect against problems from climate change.

Barry Wenger stated he supports the moratorium. Keep the process transparent.

Virginia Malmquist stated she supports the moratorium to protect the environment.

Debbie Cantrell stated she supports the moratorium due to climate change problems and increased health problems.

Mike Sennett stated he supports the proposed moratorium to mitigate negative impacts to the environment and to health.

Pete Romero stated he is opposed to the moratorium, and the current regulations are enough.

Joe Murphy stated he is opposed to the moratorium due to the impact to investors who may want to upgrade.

Antonio Machado stated he is opposed to the moratorium and the proposed changes to the Comprehensive Plan because additional restrictions are unnecessary and because they must protect jobs.

Katie Dexter stated she supports the moratorium to protect against problem from climate change.

Andronetta Douglass stated she supports the moratorium and the proposed amendments to the Comprehensive Plan due to climate change problems.

Natalie McClendon stated she supports the moratorium and the proposed amendments to the Comprehensive Plan in favor of renewable energy.

Robin Dexter stated he supports the moratorium, the proposed amendments to the Comprehensive Plan, and the resolution for resources and funding to allow Cascadia Law Group related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

Jim Verburg spoke against the moratorium and the Comprehensive Plan amendments, because the current regulations are enough.

Pam Brady, BP Cherry Point Refinery, stated the company is opposed to the moratorium and the proposed amendments to the Comprehensive Plan. The restrictions are unwarranted, and infrastructure maintenance permits will not be issued.

Holli Johnson, Western States Petroleum Association, stated they are opposed to the moratorium, which will impact existing businesses.

Sean Kaylor stated he is opposed to the moratorium and the proposed amendments to the Comprehensive Plan to protect the industry and jobs.

Pat Simons stated he is opposed to the moratorium and the proposed amendments to the Comprehensive Plan to protect the industry and jobs.

Rob Hutchison stated he is opposed to the moratorium and the proposed amendments to the Comprehensive Plan to protect the industry and jobs.

Michael Kirshenbaum stated he supports the moratorium to protect health and the environment. The Council should take their time to get the final regulations right.

Chad Butenschoen stated he is opposed to the moratorium to protect the industry and the environment, which will be endangered if the facility isn't allowed to evolve.

Terry Montonye submitted and read from a handout and stated he supports a process to restore local fisheries.

Michelle Gitts stated she is opposed to the moratorium because they must protect jobs and because additional regulations are unnecessary.

Brooks Tarter stated she is opposed to the moratorium because they must protect jobs and because additional regulations are unnecessary.

Mike Llewellyn stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs. The Council must be transparent.

Trevor Smith stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs. There must be transparency and everyone must be heard.

Michael Petrish stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs.

Michael Galleyos stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs. There must be transparency.

Hanna Holt stated she is opposed to the moratorium because they must protect jobs.

Miguel Perry, Pacific Northwest Region of Carpenters, stated he is opposed to the moratorium and changes to the Comprehensive plan because the regulations are unnecessary and everyone uses petroleum products.

Andrew Gamble stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs.

Bob Gay, Electrical Workers Union Local 191, stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs.

Kathy Sabel spoke about the discussion of the ordinance by the Climate Impact Advisory Committee.

Eddy Ury, ReSources for Sustainable Communities, stated he supports the moratorium to protect the environment and public safety and health.

John Mutchler, Ferndale Mayor, stated he is opposed to the moratorium because they must protect businesses and jobs.

Rhea Bordian stated she is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs. The Council must educate itself about the local businesses and industry.

Kathleen Capson spoke about large pipeline expansions in North America and stated she supports the moratorium to prevent further expansion.

Hannah Murphy stated she is opposed to the moratorium because there are no problems with the environment.

Lynn Murphy, Puget Sound Energy, spoke about the power facilities owned by Puget Sound Energy in the county. She is opposed to proposed Comprehensive Plan changes and any changes that would prohibit them from providing service to their customers.

Jacob Peterson stated he supports the moratorium to protect Native American treaty rights.

Garret Drake stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs.

Miguel Edmondson stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs.

Natalie Chavez stated she supports the moratorium and changes to the Comprehensive plan to protect against environmental impacts and protects public health and safety.

Joseph Cancello stated he is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs.

Carol Perry stated she is opposed to the moratorium and changes to the Comprehensive plan because they must protect jobs.

Hearing no one else, Browne closed the public hearing.

Donovan moved to adopt the ~~resolution~~ ordinance.

The motion was seconded.

The motion carried by the following vote:
Ayes: Browne, Buchanan, Donovan, Frazey, and Sidhu (5)
Nays: Brenner and Byrd (2)

(Clerk's Note: The Council took a break at 10:12 p.m. for 15 minutes. Councilmember Buchanan left the meeting.)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Browne reported for the Special Committee of the Whole on the resolution requesting the County Executive provide staff resources and funding to allow Cascadia Law Group to complete contract No. 201708008 related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

Donovan moved to approve the resolution.

The motion was seconded.

Councilmembers discussed whether the Cascadia Law Firm is unbiased, allowing some general maintenance and facilities projects to not be restricted or delayed, and expediting the process to avoid having to do another interim.

Donovan moved to amend the resolution, "Be it further resolved that the County Council requests that Planning and Development Services (PDS) ~~be instructed to~~ work with Cascadia Law Group…."

The motion to amend was seconded.

The motion to amend carried by the following vote:
Ayes: Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

Donovan moved to amend the resolution, "Be it further resolved that the County Council requests the Planning and Development Services (PDS) department ~~be instructed to~~ ensure…."

The motion to amend was seconded.

The motion to amend carried by the following vote:
Ayes: Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

Brenner moved to amend page one, line 25, "Whereas, the Council recognizes that the existing refineries have made recent investments in facilities such as renewable fuel production and blending which it ~~hopes~~ believes will continue; and…."

The motion was seconded.

The motion to amend carried by the following vote:
Ayes: Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

Councilmembers discussed rainfall amounts.

Brenner moved to amend page three, item g, to remove references to reduced rainfall and snowpack.

The motion was seconded.

Sidhu suggested a friendly amendment, "g. At a minimum require local mitigation of (such as carbon offset programs that are deployed within Whatcom County's borders) Facility Emissions, above the Baseline ~~to compensate for the climate changes caused by such emissions including but not limited to: dryer summers, reduced rainfall and snow pack, increased forest fires and reduced habitat for wildlife (especially endangered species). Which collectively are degrading our quality of life, impacting the economic viability of our fishing, forestry, recreational and agricultural industries, significantly affecting summer air quality that is in turn increasing health care costs and health risks, especially for the young and elderly. While also considering the prospects for mitigating the broader consequences of greenhouse gas emissions~~; and"

Brenner accepted the friendly amendment.

The motion to amend carried by the following vote:
Ayes: Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

Councilmembers discussed the timeline.

Brenner moved to amend the scope of work in Exhibit A, "The Contractor shall…and environment from crude oil, coal, ~~liquefied petroleum gases, and natural gas~~ exports from the Cherry Point UGA above levels in existence as of March 1, 2017…."

The motion was seconded.

Councilmembers discussed whether they can amend a scope of work that already exists.

Karen Frakes, Prosecutor's Office, answered questions.

Byrd suggested a friendly amendment to remove the reference to Exhibit A, "Whereas, in the 2017 budget the County allocated $150,000 for legal assistance and contracted to spend $75,000 with Cascadia Law Group ~~to undertake items (1) and (2) in the Scope of Work as provided in EXHIBIT "A"~~; and…."

Brenner accepted the friendly amendment.

The motion to amend failed by the following vote:
Ayes: Browne, Donovan, and Frazey (3)
Nays: Sidhu, Brenner and Byrd (3)
Absent: Buchanan (1)

Councilmembers discussed whether the intent is for this resolution to supplant the two versions of the Comprehensive Plan Update amendments dated October 9 and January 15.

Brenner moved to amend to add language, "Now therefore be it finally resolved that the draft ordinance proposed on January 15 is withdrawn from being sent to the Planning Commission."

Councilmembers discussed whether the October and January documents were draft ordinances.

Brenner withdrew the motion.

Tyler Schroeder, Executive's Office, stated the resolution refers to the preliminary draft containing proposed changes to the County Comprehensive Plan and County Code.

Brenner moved to amend to remove all references to the January 15 preliminary draft containing proposed changes to the County Comprehensive Plan and County Code.

Councilmembers continued to discuss the references to the January 15 preliminary draft containing proposed changes to the County Comprehensive Plan and County Code.

Brenner withdrew her motion to amend.

Councilmembers discussed whether this resolution will move forward with the October and January versions of the Whatcom County Comprehensive Plan amendments and the process for discussing and reviewing the preliminary draft changes to the Comprehensive Plan.

The motion to approve as amended carried by the following vote:
Ayes: Browne, Donovan, Frazey, and Sidhu (4)
Nays: Brenner and Byrd (2)
Absent: Buchanan (1)

OPEN SESSION

The following people spoke:

- Bobb Burr spoke about catastrophic environmental problems and declaring a climate emergency.
- Mark Washke spoke about climate change and environmental impacts.
- Kathy Sabel spoke about Discussion/Approval of Water Resources Inventory Area 1 Watershed Management Plan Update
- Bob Gay spoke about the Business and Commerce Advisory Committee membership including a labor representative
- Eddy Ury, ReSources for Sustainable Communities, spoke about the resolution requesting the County Executive provide staff resources and funding to allow Cascadia Law Group to complete contract No. 201708008 related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

CONSENT AGENDA

Sidhu reported for the Finance and Administrative Services Committee and ***moved*** to approve Consent Agenda items one through four.

The motion carried by the following vote:
Ayes: Brenner, Browne, ~~Buchanan~~, Byrd, Donovan, Frazey, and Sidhu (~~7~~6)
Nays: None (0)
Absent: Buchanan (1)

1. AB2019-024 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND MARVIN WAYNE, M.D., P.S. IN THE AMOUNT OF $160,000

2. AB2019-025 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND WHATCOM HUMANE SOCIETY TO EXTEND THE TERM OF THE AGREEMENT TO APRIL 30, 2019

3. AB2019-081 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND OFFICE OF CRIME VICTIMS ADVOCACY TO INCREASE ADVOCACY FOR CHILD VICTIMS OF ABUSE OR NEGLECT IN DEPENDENCY COURT APPOINTED SPECIAL ADVOCATES PROGRAM, IN THE AMOUNT OF $95,173.00

4. AB2019-068 RESOLUTION TO APPROVE ANNUAL PETITION FOR REFUNDS PAID LIST CONSISTENT WITH RCW 84.69.020

OTHER ITEMS

Sidhu reported for the Council Finance and Administrative Services Committee on the following items.

1. AB2019-033 ORDINANCE AMENDING THE 2019-2020 WHATCOM COUNTY BUDGET, REQUEST NO. 1, IN THE AMOUNT OF $778,500

Sidhu moved to adopt the ordinance.

The motion ~~to approve~~ carried by the following vote:
Ayes: Brenner, Browne, Donovan, Frazey, and Sidhu (5)
Nays: Byrd (1)
Absent: Buchanan (1)

2. AB2019-036 ORDINANCE AMENDING WHATCOM COUNTY CODE 2.108, BELLINGHAM-WHATCOM COUNTY COMMISSION AGAINST DOMESTIC VIOLENCE, EXPANDING THE SCOPE OF THE COMMISSION AND REFERRING TO INTERLOCAL AGREEMENT WITH THE CITY OF BELLINGHAM

Sidhu moved to adopt the ordinance.

The motion ~~to approve~~ carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

3. AB2019-040 ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER 2.128, BUSINESS AND COMMERCE ADVISORY COMMITTEE, TO ADD ONE ADDITIONAL MEMBER

Sidhu moved to adopt the ordinance.

Councilmembers discussed including a seat for the construction industry, whether the real estate position can represent the construction industry, and managing the size of the committee.

Brenner moved to hold in Council.

The motion to hold was seconded.

The motion to hold failed by the following vote:
Ayes: Byrd and Brenner (2)
Nays: Browne, Donovan, Frazey, and Sidhu (4)
Absent: Buchanan (1)

The motion to ~~approve~~ adopt failed by the following vote:
Ayes: Browne, Frazey, and Sidhu (3)
Nays: Byrd and Brenner (2)
Absent: Buchanan (1)
Abstains: Donovan (1)

4. AB2019-082 REQUEST FOR COUNTY COUNCIL TO APPROVE THE CRIMINAL JUSTICE TREATMENT ACCOUNT PLAN

Sidhu moved to ~~adopt the ordinance~~ approve the request.

Perry Mowery, Health Department, answered questions on the deadline and whether this is an annual renewal.

The motion ~~to approve~~ carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

5. AB2019-087 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN EDI INTERLOCAL LOAN AND GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND PORT OF BELLINGHAM IN THE AMOUNT OF $250,000

Sidhu stated this item is held in committee.

6. AB2019-089 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE UNIVERSITY TO CONTINUE THE JOINTLY SHARED COSTS FOR FACULTY POSITIONS AND PROGRAM SUPPORT FOR WSU EXTENSION IN THE AMOUNT OF $215,951 FOR A TOTAL AMENDED CONTRACT AMOUNT OF $1,999,276.90

Sidhu moved to ~~adopt the ordinance~~ approve the request.

The motion ~~to approve~~ carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

7. AB2019-037 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM REGARDING THE CITY OF BELLINGHAM-WHATCOM COUNTY COMMISSION ON DOMESTIC & SEXUAL VIOLENCE

Sidhu moved to ~~adopt the ordinance~~ approve the request.

The motion ~~to approve~~ carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

8. AB2019-034 RESOLUTION AMENDING THE 2019 FLOOD CONTROL ZONE DISTRICT AND SUBZONES BUDGET, REQUEST NO. 1, IN THE AMOUNT OF $35,000 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS)

Sidhu moved to ~~adopt the ordinance~~ approve the resolution.

The motion ~~to approve~~ carried by the following vote:
Ayes: Brenner, Browne, Donovan, Frazey, and Sidhu (5)
Nays: Byrd (1)
Absent: Buchanan (1)

9. AB2019-049 RESOLUTION CANCELLING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

Sidhu moved to ~~adopt the ordinance~~ approve the resolution.

The motion ~~to approve~~ carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

10. AB2019-108 RESOLUTION ALLOWING APPOINTMENT OF ONE COUNCILMEMBER TO SERVE AS AN OPTIONAL ALTERNATE MEMBER OF THE WASHINGTON STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS (AB2019-108)

Browne gave a staff report.

Browne moved to approve the resolution.

The motion was seconded.

The motion ~~to approve~~ carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-052 APPOINTMENTS TO FILL VACANCIES ON THE FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE - APPLICANTS: GEOGRAPHIC AREA - DALE BLOK, ALBERT DEBOER, SCOTT HULSE, KENT ROORDA. SPECIAL DISTRICTS - RON BRONSEMA, JEFF DEJONG. IMPACTED CITIES - KYLE CHRISTENSEN, JOHN PERRY. COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE BOARD OF SUPERVISORS

Donovan moved to appoint: Geographic Area - Dale Blok, Albert DeBoer, Scott Hulse, Kent Roorda; Special Districts - Ron Bronsema, Jeff DeJong; Impacted Cities - Kyle Christensen, John Perry.

The motion was seconded.

The motion ~~to approve~~ carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

Brenner moved to appoint to the partial term the applicant to the geographical area positions who submitted their application latest.

The motion was seconded.

The motion carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

2. AB2019-092 APPOINTMENT TO FILL VACANCY ON PORTAGE BAY SHELLFISH PROTECTION DISTRICT ADVISORY COMMITTEE. APPLICANT: ALAN CHAPMAN

Donovan moved to appoint Alan Chapman.

The motion was seconded.

The motion carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

3. AB2019-093 APPOINTMENT TO FILL VACANCY ON THE SUMAS/EVERSON/NOOKSACK FLOOD CONTROL SUB-ZONE ADVISORY COMMITTEE. APPLICANT: JERRY JUERGENS

Donovan moved to appoint Jerry Juergens.

The motion was seconded.

The motion carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

<u>EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES</u>

1. AB2019-086 COUNTY EXECUTIVE JACK LOUWS REQUESTS CONFIRMATION OF HIS NEW APPOINTMENTS AND REAPPOINTMENTS TO EXECUTIVE BOARDS AND COMMITTEES; APPOINTMENTS TO TAKE EFFECT ON FEBRUARY 1, 2019

Donovan moved to confirm the appointment.

The motion was seconded.

The motion carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

INTRODUCTION ITEMS

Donovan moved to accept the Introduction Items.

The motion was seconded.

The motion carried by the following vote:
Ayes: Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Buchanan (1)

1. AB2019-073 ORDINANCE REGARDING TEMPORARY INSTALLATION OF STOP SIGNS ON CERTAIN COUNTY ROADS

2. AB2019-074 ORDINANCE ESTABLISHING A TEMPORARY SPEED LIMIT CHANGE FOR BIRCH BAY DRIVE

3. AB2019-075 ORDINANCE ESTABLISHING TEMPORARY ONE-WAY TRAFFIC ON BIRCH BAY DRIVE

4. AB2019-076 ORDINANCE AUTHORIZING THE TEMPORARY RE-OPENING OF COTTONWOOD DRIVE AT MORGAN DRIVE TO VEHICULAR TRAFFIC

5. AB2019-018 ORDINANCE ADOPTING VARIOUS MINOR AMENDMENTS TO WHATCOM COUNTY CODE TITLES 20 (ZONING), 21 (LAND DIVISION REGULATIONS), AND 22 (LAND USE AND DEVELOPMENT PROCEDURES), MAKING CORRECTIONS, UPDATES, AND CLARIFICATIONS

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Donovan reported for the Natural Resources Committee and ***moved*** to recommend that the County Council support the vote of the Planning Unit at its last meeting on January 23, which was to send the letters and the catalog of materials to Ecology and State legislators.

The motion was seconded.

Brenner moved to amend to specify the "majority" of the Planning Unit.

The motion to amend was seconded.

The motion to amend carried by the following vote:
Ayes: Byrd, Brenner, Browne, Frazey, and Sidhu (5)
Nays: Donovan (1)
Absent: Buchanan (1)

Browne moved to reconsider the motion to amend.

The motion to reconsider was seconded.

The motion to reconsider carried by the following vote:
Ayes: Browne, Donovan, Frazey, and Sidhu (4)
Nays: Brenner and Byrd (2)
Absent: Buchanan (1)

(Clerk's Note: The Council did not vote on the reconsidered motion to amend.)

Councilmember Donovan's main motion carried by the following vote:
Ayes: Byrd, Browne, Donovan, Frazey, and Sidhu (5)
Nays: Brenner (1)
Absent: Buchanan (1)

Council Chairs reported on committee discussions.

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 12:10 a.m. on Wednesday, January 30, 2019.

The County Council approved these minutes on February 12, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Rud Browne, Council Chair

_____
Jill Nixon, Minutes Transcription

Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-026

File ID:	MIN2019-026	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/18/2019	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Special Committee of the Whole for March 12, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Special Committee of the Whole for March 12, 2019.pdf

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY COUNCIL
Special Committee of the Whole

March 12, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 2:35 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Todd Donovan, and Carol Frazey.
Absent: Tyler Byrd and Satpal Sidhu.

COMMITTEE DISCUSSION AND RECOMMENDATIONS TO COUNCIL

1. AB2019-148 RESOLUTION DOCKETING COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS

The following Planning and Development Services Department staff reported, read through a presentation, and answered questions:

- Mark Personius, Director
- Matt Aamot
- Joshua Fleischmann

Staff and councilmembers discussed the membership of the Surface Mining Advisory Committee, docket fees, alternatives to docketing, pipeline buffers to surface mining operations, past docket items that have been removed, wind energy regulations, subarea plans, different types of open space that provides beneficial resources, 5G wireless infrastructure, Bellingham's urban growth area (UGA) development standards, code enforcement, and the rural forestry designation in the Nooksack Falls exclave.

The following people spoke:

- Lesa Starkenburg-Kroontje, Concrete Nor'west Representative, spoke about the application on Breckenridge Road and the mineral resource lands (MRL) planning process.
- James Essig, Granite Construction Company, stated he agrees with the comments from Ms. Starkenburg-Kroontje and described the application from the Granite Construction Company.
- Rollin Harper, Cities of Everson and Lynden representative, spoke about the Granite Construction Company application and Concrete Nor'west application.
- Dan Cox, Concrete Nor'west, spoke about his background as a long-term planner in other counties and the process in Whatcom County.

Councilmembers spoke about liquefaction and putting a concrete structure over a pipeline, and designating property that is good for mineral resource extraction.

- Carol Perry spoke about a docket item regarding accessory dwelling units (ADUs).
- Clair Bertuleit, AVT Consulting, spoke on the Nooksack Falls property.

Donovan moved to recommend approval to the full Council.

The motion was seconded.

Councilmembers and staff discussed review of the surface mining docket items by the Surface Mining Advisory Committee.

Donovan moved to amend to remove docket item PLN2019-00003, the rezone of mineral resource lands to forestry.

The motion was seconded.

The motion to amend carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, and Frazey (5)
Nays: None (0)
Absent: Byrd and Sidhu (2)

Councilmembers and staff discussed the limitations of mineral extractions in a rural forestry zone and Surface Mining Advisory Committee review of the applications for mineral resource land (MRL) designation.

Donovan moved to amend to remove item PLN2019-00001 regarding the application from the Granite Construction Company.

The motion was seconded.

The motion to amend carried by the following vote:
Ayes: Browne, Buchanan, Donovan, and Frazey (4)
Nays: Brenner (1)
Absent: Byrd and Sidhu (1)

Councilmembers and staff discussed factors that are reviewed through the Comprehensive Plan process versus the mining permit process.

Starkenburg-Kroontje spoke about the permitting process.

The motion to recommend approval as amended carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, and Frazey (5)
Nays: None (0)
Absent: Byrd and Sidhu (1)

(Clerk's Note: The Committee continued discussion of this item at the end of the meeting.)

OTHER BUSINESS

Buchanan referenced a proposal from the Health Department to create a subcommittee of the Whatcom County Housing Advisory Committee and stated he will bring it forward at the evening meeting.

COMMITTEE DISCUSSION AND RECOMMENDATIONS TO COUNCIL

1. AB2019-148 RESOLUTION DOCKETING COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS

(Clerk's Note: Discussion continued from earlier in the meeting.)

Councilmembers discussed the possibility of mining gravel bars.

ADJOURN

The meeting adjourned at 4:32 p.m.

The Council approved these minutes on _____, 2019.

ATTEST:

_____
Dana Brown-Davis, Council Clerk

_____
Jill Nixon, Minutes Transcription

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Rud Browne, Council Chair

Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-029

File ID:	MIN2019-029	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/20/2019	**Entered by:**			
Department:		**File Type:**	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

Primary Contact Email: Click here to enter text.

TITLE FOR AGENDA ITEM:

County Council for March 12, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

County Council for March 12, 2019

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: County Council for March 12, 2019

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY COUNCIL
Regular County Council Meeting

March 12, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Todd Donovan, Carol Frazey and Satpal Sidhu.
Absent: Tyler Byrd.

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Buchanan moved to approve the Minutes Consent items.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

1. MIN2019-020 SPECIAL COUNTY COUNCIL FOR FEBRUARY 20, 2019

2. MIN2019-021 SURFACE WATER WORK SESSION FOR FEBRUARY 19, 2019

3. MIN2019-022 SPECIAL COUNTY COUNCIL FOR FEBRUARY 26, 2019

4. MIN2019-023 REGULAR COUNTY COUNCIL FOR FEBRUARY 26, 2019

SPECIAL PRESENTATION

1. AB2019-162 PROSECUTING ATTORNEY ERIC RICHEY TO SHARE HIS PLATFORM FOR REFORM

Eric Richey, County Prosecutor, submitted and read from a presentation on his goals and focus in the Prosecutor's Office. He answered questions.

Councilmembers and Mr. Richey discussed the law enforcement assisted diversion (LEAD) program funding, the lack of mental health treatment providers, the potential for young adult court, and being responsive to the community.

PUBLIC HEARINGS

1. AB2019-021 ORDINANCE GRANTING DEER CREEK WATER ASSOCIATION A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES

Brenner reported for the Public Works and Health Committee and stated this item is held in committee.

Browne opened the public hearing, and the following person spoke:

Wendy Harris stated water associations have too much power and not enough oversight. Clarify how they will meet no net loss standards.

Hearing no one else, Browne closed the public hearing.

OPEN SESSION

The following people spoke:

- Alex MacLean spoke about the Bellingham School District diesel buses parked in the Whatcom Creek buffer.
- Michael Chiavarro spoke about proposed changes to the Maple Creek campground and Silver Lake Park.
- Embi Torres spoke about homeless shelter services.
- Jaime Douglas spoke about the need for mental health and substance use treatment in the criminal justice system.
- Aubrey Stargell spoke about the proposed changes to the Maple Creek campground.
- Kathy Sabel spoke on the Comprehensive Plan docket items.
- Marcus D. spoke about homeless shelter services and gun open carry laws.
- Amy Glasser spoke about homeless shelter services.
- Wendy Harris spoke about protecting Whatcom Creek and the proposed tree harvest at the Maple Creek campground.
- Dana Briggs spoke about climate change.
- Susan Hanson spoke about fiscal responsibility, affordable housing, and homeless issues.

- Max Perry spoke about the Public Works Department presentation in committee and the docket for the Comprehensive Plan, and County boards and commissions.

OTHER ITEMS

1. AB2019-147 ORDINANCE AMENDING THE 2019-2020 WHATCOM COUNTY BUDGET, REQUEST NO. 3, IN THE AMOUNT OF $95,521

Sidhu reported for the Council Finance and Administrative Services Committee and ***moved*** to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

2. AB2019-140 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND WHATCOM CONSERVATION DISTRICT TO PROVIDE LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM ASSISTANCE, IN THE AMOUNT OF $216,883

Sidhu reported for the Council Finance and Administrative Services Committee and ***moved*** to approve the request.

Councilmembers discussed how the money will be spent.

Tyler Schroeder, Deputy Executive, gave a staff report and answered questions.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

3. AB2019-152 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND CITY OF BELLINGHAM FOR GRACE PROGRAM FUNDING, IN THE AMOUNT OF $140,000

Sidhu reported for the Council Finance and Administrative Services Committee and ***moved*** to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

4. AB2019-157 REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AUTHORIZE THE PURCHASE OF RADIOS AND RELATED ACCESSORIES FROM RACOM CORPORATION, AN AUTHORIZED DISTRIBUTOR FOR HARRIS RFCD, USING THE WASHINGTON STATE CONTRACT #02315, IN AN AMOUNT NOT TO EXCEED $59,091.90

Sidhu reported for the Council Finance and Administrative Services Committee and ***moved*** to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

5. AB2019-161 RESOLUTION CELEBRATING APRIL AS A MONTH OF SIKH AWARENESS AND APPRECIATION IN WHATCOM COUNTY

Sidhu stated this item is held in committee.

FROM SPECIAL COMMITTEE OF THE WHOLE

6. AB2019-148 RESOLUTION DOCKETING COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS

Browne reported for Committee of the Whole and referenced a substitute Exhibit A as recommended for approval by the Committee. He submitted a handout of additional potential docket items.

Browne moved to amend the resolution to add item PLN2019-00010, surface mining pipeline buffer.

Mark Personius, Planning and Development Services Department, answered questions.

Staff and councilmembers discussed whether they could direct the staff to come up with criteria through the regular mineral resource land (MRL) review process for proximity to pipelines.

The motion to amend carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

Browne moved to amend the resolution to add item PLN2019-00011, surface mining of dry meander zones.

The motion was seconded.

Councilmembers discussed how to get more information on the proposal, the intent of the proposed docket item, the history of dredging and mining river beds, and concerns about negative impacts on salmon spawning habitat.

The motion to amend carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Frazey, and Sidhu (5)
Nays: Donovan (1)
Absent: Byrd (1)

Councilmembers discussed adding language that indicates an MRL designation still requires a separate permitting process to mine.

(Clerk's Note: There was no motion to approve the substitute resolution.)

The Council vote to approve the substitute resolution as amended carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Browne referenced a request from the Health Department to Councilmembers to send a letter to State legislators requesting that the State public health system be further expanded. He read the letter into the record.

Donovan moved to approve the letter.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

Browne stated he wants to write and send a letter of thank you and certificate of appreciation to all the homeless warming shelter volunteers.

The Councilmembers concurred.

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-145 APPOINTMENT TO THE WHATCOM COUNTY DRAYTON HARBOR SHELLFISH PROTECTION DISTRICT COMMITTEE, APPLICANT: JULIE HIRSCH (THE COMMITTEE ADVISES THE COUNTY COUNCIL ON PROPOSED ACTIONS AND OPERATIONS RELATING TO THE RESTORATION OF WATER QUALITY IN THE DRAYTON HARBOR SHELLFISH PROTECTION DISTRICT)

Donovan moved to appoint Julie Hirsch.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

2. AB2019-149 APPOINTMENT TO THE WHATCOM COUNTY SURFACE MINING ADVISORY COMMITTEE, ENVIRONMENTAL CONSULTANT POSITION - APPLICANT: SHANNON LOGAN (THE COMMITTEE ADVISES THE PLANNING DEPARTMENT AND THE COUNCIL ON IMPLEMENTING A SURFACE MINING REGULATORY PROGRAM CONSISTENT WITH THE COMPREHENSIVE PLAN)

Frazey moved to appoint Shannon Logan.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

INTRODUCTION ITEMS

Buchanan moved to accept the Introduction Items.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

1. AB2019-150 ORDINANCE INCREASING SHERIFF'S OFFICE PETTY CASH FUND

2. AB2019-156 ORDINANCE TO REPEAL ORDINANCE 2019-017

3. AB2019-153 ORDINANCE AMENDING WHATCOM COUNTY CODE 6.04 ANIMAL CONTROL, CHAPTER 6.04.020 DEFINITIONS AND 6.04.031 ADMINISTRATION AND ENFORCEMENT

4. AB2019-160 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY BUDGET, REQUEST NO. 4, IN THE AMOUNT OF $2,260,652

5. AB2019-158 RESOLUTION AND PUBLIC HEARING REGARDING SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING APPLICATION

6. AB2019-159 RESOLUTION REQUESTING COUNCIL AUTHORIZATION OF THE RELEASE OF COVENANTS ON THE PROPERTY KNOWN AS THE PLAYGROUND TRACT, BENNETT HILL SUPPLEMENTAL

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs reported on committee discussions.

Jack Louws, County Executive, gave a staff report and answered questions on the bid for repairing the jail doors.

Buchanan referenced a handout *(on file)* and ***moved*** to support the Whatcom County Housing Advisory Committee in creating the Subcommittee on Severe Weather Responses, that will support the homeless population and to create a coordinated comprehensive countywide plan to respond to the needs of people who are homeless during severe weather conditions.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

Sidhu reported on the potential closure of the Alaska ferry and the impact to local businesses and communities along the ferry route. He will bring forward a resolution regarding the issue.

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 9:04 p.m.

The County Council approved these minutes on _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Rud Browne, Council Chair

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-153

File ID:	AB2019-153	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	02/27/2019	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Ordinance		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**	03/26/2019	**Hearing Date:**	03/26/2019

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/12/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo Ord to amend 6.04, Ordinance to amend WCC 6.04, WCC defintions 6.04.020 clean, WCC defintions 6.04.020 redline, Animal Control WCC code 6.04.031 redline, Animal Control WCC code. 6.04.031 clean

Final Action:
Enactment Date:
Enactment #:

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

Jack Louws
County Executive

TO:	Members of the Whatcom County Council
FROM:	Tawni Helms, Administrative Coordinator
Through:	Tyler Schroeder, Deputy Executive and Christopher Quinn, Deputy Prosecutor
RE:	Amending Whatcom County Code Section 6.04, Animal Control
Date:	February 27, 2019

Requested Action:

Consider and approve proposed amendments to Whatcom County Code (WCC) 6.04 Animal Control that provides regulations within the unincorporated areas of Whatcom County and specific controls within designated urban areas of Whatcom County to control animal conduct.

The new, corrected ordinance which includes the same Exhibits reflecting changes to WCC 6.04.020 Definitions and WCC 6.04.031 Administration and Enforcement as presented February 26, is now being re-introduced for Council action on March 26.

Background and Purpose:

The purpose of the proposed amendments to WCC 6.04 is the following:

A) To more clearly identify the entities (including a humane society) that may be authorized and obligated to administer and enforce provisions of the WCC related to animal control;

B) To update the definitions to include humane societies, and other animal care/control agencies as animal control authorities;

C) To define the animal control officer for purposes of the Code.

These proposed changes clarify the designation of animal care and control services in the unincorporated areas of Whatcom County.

Please contact Tyler Schroeder at extension 5207 or Christopher Quinn at 5729 for questions or concerns regarding this amendment.

PROPOSED BY: County Executive
INTRODUCTION DATE: March 12, 2019

ORDINANCE NO. 2019-____

AMENDING WHATCOM COUNTY CODE
CHAPTER 6.04, ANIMAL CONTROL

WHEREAS, Chapter 6.04 of the Whatcom County Code provides regulations within the unincorporated areas of Whatcom County and specific controls within designated urban areas of Whatcom County to control animal conduct; and

WHEREAS, it is further the purpose of Chapter 6.04 of the Whatcom County Code to provide the means for animal control, care, and licensing within the unincorporated areas of Whatcom County; and

WHEREAS, the County is authorized to designate animal care and control agencies as defined under RCW 16.52.011 to enforce the provisions of Whatcom County Code Chapter 6.04; and

WHEREAS, that Section 6.04.031 of the Code should reflect the County's authority to designate a humane society or other animal control authority to administer and enforce this Chapter; and

WHEREAS, Section 6.04.020 should also be amended to include definitions of "animal control authority" and "animal control officers" for purposes of this Chapter; and

WHEREAS, it is the intent of the County Council through these amendments to clarify definitions and provisions in this title related to the administration and enforcement of Whatcom County Code 6.04 within the unincorporated areas of the County;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Sections 6.04.020 and 6.04.031 of the Whatcom County Code be amended as indicated in Exhibit A to this ordinance.

ADOPTED THIS _____ DAY OF _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Council Chair

APPROVED AS TO FORM

APPROVED ( ) DENIED ( )

_____
Deputy Prosecuting Attorney

_____
Jack Louws, County Executive

6.04.020 Definitions.

A. “Adult dog” means any dog, male or female, seven months of age or older.

B. “Allow” means to permit by neglecting to restrain or prevent.

C. “Animal” shall have its customary common meaning and shall include dogs where applicable.

D. “Animal control authority” means a County department or agency, or a humane society or other animal care and control agency designated by action of the county council, that provides animal housing, care, and control services for the unincorporated areas of Whatcom County, and whose employees are either deputized by the Whatcom County sheriff or are otherwise authorized pursuant to this title and RCW 16.52 to enforce this title and laws of the state of Washington as they pertain to animal control and welfare

E. "Animal control officer" means any individual employed, contracted, or appointed pursuant to RCW 16.52.025 by an animal control authority or humane society, or deputized by the Whatcom County sheriff, to aid in the enforcement of ordinances or laws regulating the care and control of animals.

F.. “Animal shelter” means a facility used to care for homeless, stray or unwanted animals by a governmental entity or authorized animal welfare society, and may include more than one location.

G.. “Animal sanctuary” means a housing and living facility for non-domesticated animals to live their lives free from abuse and neglect. The facility serves as an alternate to euthanasia and provides a secure home where rescued animals can live with dignity and proper care.

H.. “At large” means to be off the premises of the owner and not under the control of either the owner or a person authorized by the owner.

I. “Dangerous dog” means any dog that, according to the records of the appropriate authority, (1) has inflicted severe injury on a human being without provocation on public or private property, (2) has killed a domestic animal without provocation while off the owner’s property, or (3) has been previously found to be potentially dangerous, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

J. “Director” means the head administrative official of the animal control authority, the humane society, or the department that has been authorized by the Whatcom County council.

K “Dog” means any member, male or female, of the family Canis familiaris.

L. “Exotic animal” means any animal not native to or usually found as domestic pets in the United States, including but not limited to lions, tigers, bears, gorillas, chimpanzees, lynx, cougars, jaguars, venomous snakes, and includes “wild animals” such as but not limited to wolves, raccoons, skunks, foxes, coyotes, and hybrid wolves and coyotes.

M. “Good animal husbandry” includes, but is not limited to, the dehorning of cattle and other horn-bearing livestock, and castration or neutering of any animal, according to accepted practices of veterinary medicine or normally accepted animal husbandry.

N. “Harboring or keeping an animal” means providing food and care for the animal on one’s premises. An occupant of any premises will be presumed to be harboring or keeping an animal within the meaning of this chapter when an animal remains on the premises or regularly returns to the premises for food and care for a period of 14 days.

O. “Livestock” means horses, cattle, sheep, goats, swine, donkeys, mules and domestic fowl and rabbits.

P. “Owner” means any person, firm, corporation, organization or department possessing, harboring, keeping, having any interest in, or having control or custody of an animal.

Q. “Pet shop” is any establishment or premises maintained for the purchase, sale or exchange of pets of any type.

R. “Potentially dangerous dog” means any dog that when unprovoked: (1) inflicts bites on a human or domestic animal either on public or private property, or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

S. “Psittacine bird” includes all birds commonly known as parrots, macaws, cockatoos, lovebirds, parakeets and all other birds of the order Psittaciformes.

T. “Severe injury” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

U “Stray animal” means any unidentified dog, cat or other animal whose owner is unknown or who has no owner. The stray animal is declared to be a nuisance, and any such stray may be seized and impounded. For the purpose of this section, “stray dog” or “stray animal” means any dog, cat or other animal appearing or remaining in a neighborhood or any public place without an apparent home.

V. “Under control” means that the owner, by means of a leash, restrains the dog to the owner’s immediate proximity, preventing the dog from trespassing upon property or annoying or chasing other persons, animals, or vehicles of any sort.

W. “Vicious animal” includes any whose temperament or habits create danger of injury to persons or other animals or create a reasonable apprehension of injury to persons or other animals.

X. “Wild animal” means an animal living in its natural state and native to the United States, but not normally domesticated, raised or bred by man. (Ord. 2002-052; Ord. 98-022; Ord. 90-82 (part); Ord. 90-53 (part)).

6.04.020 Definitions.

A. “Adult dog” means any dog, male or female, seven months of age or older.

B. “Allow” means to permit by neglecting to restrain or prevent.

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D. “Animal control authority” means a County department or agency, or a humane society or other animal care and control agency designated by action of the county council, that provides animal housing, care, and control services for the unincorporated areas of Whatcom County, and whose employees are either deputized by the Whatcom County sheriff or are otherwise authorized pursuant to this title and RCW 16.52 to enforce this title and laws of the state of Washington as they pertain to animal control and welfare

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M. “Good animal husbandry” includes, but is not limited to, the dehorning of cattle and other horn-bearing livestock, and castration or neutering of any animal, according to accepted practices of veterinary medicine or normally accepted animal husbandry.

N. “Harboring or keeping an animal” means providing food and care for the animal on one’s premises. An occupant of any premises will be presumed to be harboring or keeping an animal within the meaning of this chapter when an animal remains on the premises or regularly returns to the premises for food and care for a period of 14 days.O. “Livestock” means horses, cattle, sheep, goats, swine, donkeys, mules and domestic fowl and rabbits.

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S. “Psittacine bird” includes all birds commonly known as parrots, macaws, cockatoos, lovebirds, parakeets and all other birds of the order Psittaciformes.

T. “Severe injury” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

U “Stray animal” means any unidentified dog, cat or other animal whose owner is unknown or who has no owner. The stray animal is declared to be a nuisance, and any such stray may be seized and impounded. For the purpose of this section, “stray dog” or “stray animal” means any dog, cat or other animal appearing or remaining in a neighborhood or any public place without an apparent home.

V. “Under control” means that the owner, by means of a leash, restrains the dog to the owner’s immediate proximity, preventing the dog from trespassing upon property or annoying or chasing other persons, animals, or vehicles of any sort.

W. “Vicious animal” includes any whose temperament or habits create danger of injury to persons or other animals or create a reasonable apprehension of injury to persons or other animals.

X. “Wild animal” means an animal living in its natural state and native to the United States, but not normally domesticated, raised or bred by man. (Ord. 2002-052; Ord. 98-022; Ord. 90-82 (part); Ord. 90-53 (part)).

6.04.031 Administration and enforcement.

A. A humane society or other animal control authority as defined under RCW 16.52 and that is designated by the County Council and the County Executive shall be responsible for administration and enforcement of this chapter,to include the following:

1. Operate or cause to be operated an animal shelter;

2. If the designee deems it necessary, select, train, hire, and retain a qualified animal control officer or officers to enforce the provisions of this chapter;

3. Investigate complaints pertaining to animal misconduct occurring in the unincorporated areas.

4. Administer animal licensing obligations provided for in this chapter, to include: the issuance and re-issuance of licenses; the collection of licensing fees, taxes, and penalties; and the enforcement of licensing requirements.

B. In the absence of a designated humane society or other animal control authority pursuant to Section A, the Whatcom County Sheriff's Office shall be responsible for the administration and enforcement of this chapter. (Ord. 98-022; Ord. 90-82 (part)).

6.04.031 Administration and enforcement.

A. A humane society or other animal control authority as defined under RCW 16.52 and that is designated by the County Council and the County Executive shall be responsible for administration and enforcement of this chapter, to include the following:

1. Operate or cause to be operated an animal shelter;

2. If the designee deems it necessary, select, train, hire, and retain a qualified animal control officer or officers to enforce the provisions of this chapter;

3. Investigate complaints pertaining to animal misconduct occurring in the unincorporated areas.

4. Administer animal licensing obligations provided for in this chapter, to include: the issuance and re-issuance of licenses; the collection of licensing fees, taxes, and penalties; and the enforcement of licensing requirements.

B. In the absence of a designated humane society or other animal control authority pursuant to Section A, the Whatcom County Sheriff's Office shall be responsible for the administration and enforcement of this chapter. (Ord. 98-022; Ord. 90-82 (part)).

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-158

File ID:	AB2019-158	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	02/28/2019	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Resolution		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**	03/26/2019	**Hearing Date:**	03/26/2019

TITLE FOR AGENDA ITEM:

Resolution and Public Hearing regarding support for a Community Development Block Grant funding application

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Whatcom County Council in the Council Chambers, Whatcom County Courthouse, 311 Grand Avenue, Bellingham, on Tuesday, March 26, 2019 at 7:00 p.m. The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons residing in Whatcom County. $129,122 is proposed to be available annually to Whatcom, Skagit and Island Counties, through the Opportunity Council, to fund public services that principally benefit low- and moderate-income persons. Comments on the county's and Opportunity Council's past performance and use of their 2018 CDBG Public Services Grant will also be received. A Resolution will be reviewed, which would authorize the County Executive to submit an application to the State of Washington for this funding. The draft grant application, including an overview of the proposed public services, will be available for review at the Whatcom County Executive's office, Suite 108, 311 Grand Avenue, Bellingham, after April 5, 2019. Comments may also be submitted in writing to the Whatcom County Council until the public hearing has been closed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

03/12/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo-CDBG grant details, Resolution CDBG app Mar2019

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
EXECUTIVE'S OFFICE
County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082

Jack Louws
County Executive

MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws, County Executive
Subject: CDBG Grant Application for 2019 Public Services Grant
Date: March 1, 2019

We have been contacted by the Opportunity Council (OC) regarding acting as the lead agency to apply for a grant from Washington State Department of Commerce. The 2019 Public Services (Formula) Grant supports new or expanded direct services for persons with low and moderate incomes in the Whatcom, Skagit and Island County area.

Through a subrecipient agreement with the County, OC will administer this grant and oversee the distribution of services. The public services grant amount allocated to the tri-county area is $129,122.

I am supporting this application and recommending to the Council that it be submitted to Washington State Department of Commerce. As part of the application process, we are required to conduct a public hearing in order to receive public input on the use of CDBG funds and to inform the public on the nature of this and other CDBG funding opportunities. As lead agency for this pass-through grant, the County Council is required to sign a Resolution in support of the application. We have drafted the Resolution per CDBG guidelines and it is attached.

Thank you for your consideration of this matter. If you have any questions, please don't hesitate to contact me.

/Enclosures

 Office (360) 778-5200 FAX (360) 778-5201 TRS: 711

Local Government Division

Department of Commerce

Community Development Block Grant

Strengthening rural communities through projects that benefit low- and moderate-income persons



GENERAL PURPOSE GRANTS $10,000,000

For planning or construction of public infrastructure, community facilities, affordable housing, and economic development projects.

Competitive. Maximum grant up to $750,000 based on project type. Application materials available in March and due in June.

ECONOMIC OPPORTUNITY GRANTS $300,000

For state and local priority projects resulting in economic resilience and development in rural communities through grant or grant-to-loan assistance.

Competitive. Applications accepted throughout the year on a fund available basis.

HOUSING ENHANCEMENT GRANTS $200,000

For off-site infrastructure or the community facility component of a state Housing Trust Fund project.

Competitive. Maximum grant is generally $200,000. Initial CDBG Housing Enhancement Grant application forms are submitted with a HTF Stage 2 application.

PUBLIC SERVICES GRANTS $1,500,000

For 17 counties and community action agencies to fund new or expanded services for lower income persons.

Allocated by formula based on population and poverty. Application materials available February and due in April.

HUD NATIONAL OBJECTIVES

CDBG project activities must meet one of three HUD National Objectives:

- Principally benefits low-and moderate-income (LMI) persons
- Aids in the prevention or elimination of slums or blight
- Addresses imminent threat to public health or safety

Funding is contingent on approval of the state's 2019 Action Plan and CDBG allocation by the US Department of Housing & Urban Development.

OUR CORE PURPOSE

Grow and improve jobs in Washington State by championing thriving communities, a prosperous economy, and suitable infrastructure.

PROGRAM CONTACT

Kaaren Roe
Section Manager
Local Government Division
360.725.3018
kaaren.roe@commerce.wa.gov

ELIGIBILITY GUIDELINES:

Eligible applicants are Washington State cities/towns with less than 50,000 in population and not participating in a CDBG entitlement urban county consortium; and counties with less than 200,000 in population. Eligible cities/towns and counties are listed on the CDBG website.

Special purpose districts, public housing authorities, community action agencies, economic development councils, other non-profit organizations, and Indian tribes are not eligible to apply directly to the state CDBG Program for funding, but may be a partner in projects and subrecipient of funding with an eligible city/town or county applicant.

1011 Plum Street SE, Olympia, WA 98504
http://www.commerce.wa.gov/cdbg

11/02/18

Attachment #1 – Scope of Work & Budget

SCOPE OF WORK

A. Service Programs

NOTE: List the specific public service activities from the CDBG application's Project Description & Low- and Moderate-Income Benefit Table, or reference the CDBG application's Project Description & Low- and Moderate-Income Benefit Table.

CDBG Whatcom Narrative:
In Whatcom County, CDBG funds will support services and activities in East Whatcom County, a region of Whatcom County that includes many low-income residents in a geographically remote and underserved rural community. Services will be provided and coordinated by Opportunity Council information and referral specialist at the East Whatcom Regional Resource Center. The primary activities will be connecting low to moderate income community members with services including early childhood education, food resources, and energy assistance programs.

CDBG Island County Narrative:
In Island County, CDBG funds will increase capacity to serve low-income households including housing support services. This funding supports current homeless housing and prevention screening, qualifying and enrolling clients in services such as Basic Food and other supportive programs. This service center, located in Oak Harbor, will also engage and refer to other local service providers to serve homeless, veterans and those with mental health and chemical dependency issues.

CDBG San Juan Narrative:
CDBG Public Services grant will provide support to the three Community Resource Centers on San Juan, Orcas and Lopez Islands in San Juan County. The geography and limited transportation systems in San Juan County create a significant challenge in providing services to low-income households. The Community Resource Centers are the conduit that connects people to services on each of the islands and the mainland as well. Opportunity Council will contract for information and referral services with each Community Resource Center so residents can access housing, food, energy assistance, and employment opportunities.

2019-20 CDBG Public Services Grant Budget

Cost Categories	Amount
Staffing	$101,488.00
Goods & services	$12,001.00
Travel	$1,798.00
Indirect	$13,835.00
TOTAL	**$129,122.00**

SPONSORED BY: Consent

PROPOSED BY: Executive

INTRODUCTION DATE: 3/12/19

RESOLUTION NO._____

APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, Whatcom County is authorized to apply to the state Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, Whatcom County has identified a community development and housing priority need for which to seek CDBG funding and is preparing to submit an application to the State Department of Commerce for funding assistance; and

WHEREAS, it is necessary that certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that Whatcom County authorizes submission of the following application to the state Department of Commerce: a request for up to $129,122 and any amended amounts to fund public service activities in coordination with the Opportunity Council, and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Has provided technical assistance to citizens and groups representative of low- and moderate-income persons that request assistance in developing proposals;

Will provide opportunities for citizens to review and comment on proposed changes in the funded project and program performance;

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted and enforces a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act or 1974, as amended;

Certifies to meeting the National Environmental Policy Act (NEPA) through a determination the CDBG-funded public services will not have a physical impact or result in any physical changes and are exempt under 24 CFR 58.34(a), and are not applicable to the other requirements under 24 CFR 58.6; and are categorically exempt under the State Environmental Policy Act (SEPA) per WAC 197-11-305 (2); and

Whatcom County designates Jack Louws, County Executive, as the authorized Chief Administrative Official and authorized representative to act in all official matters in connection with this application and Whatcom County's participation in the Washington State CDBG Program.

APPROVED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browne, 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: AB2019-159

File ID:	AB2019-159	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	03/04/2019	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Resolution		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**	03/26/2019	**Hearing Date:**	03/26/2019

TITLE FOR AGENDA ITEM:

Resolution requesting Council authorization of the release of covenants on the property known as the Playground Tract, Bennett Hill supplemental

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution requesting Council authorization of the release of covenants on the property known as the Playground Tract, Bennett Hill supplemental

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/12/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Resolution - Release of Covenant, Letter to Christopher Quinn 2-19-19

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
EXECUTIVE'S OFFICE
County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082

Jack Louws
County Executive

MEMO:

TO: Whatcom County Council

DATE: March 4, 2019

FROM: Tyler Schroeder, Deputy Executive

RE: Release of Covenant –Playground Tract, Bennett Hill Supplemental

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Requested Action:
Council consideration and approval of the Resolution for the Release of Covenant on the property known as the Playground Tract, Bennett Hill Supplemental.

Background and Purpose:
On December 19, 2018 I had the opportunity to meet with representatives of the Bellingham School District and others to discuss their proposal to release a 1955 covenant that restricts the use of a small portion of the Alderwood Elementary School property to a "playground" for public use.

The School District is requesting the release of this covenant to allow them to construct a new elementary school. A new modern playground will also be constructed for school district use during the school day and public use during non-school hours. This is consistent with the shared vision of the County and the District and is mutually beneficial.

For additional details on the School District's proposed release of covenant I have attached a letter outlining the request from Phillip Sharpe, representing the District. The School District will be present to discuss this proposal in a committee meeting or at the public hearing, as appropriate.

If you should have any questions regarding this resolution please contact me at X5207.

 Office (360) 778-5200 FAX (360) 778-5201 TRS: 711

PROPOSED BY: Executive

INTRODUCTION DATE: March 12, 2019

RESOLUTION NO. _____

AUTHORIZING THE RELEASE OF COVENANTS ON THE PROPERTY KNOWN AS THE PLAYGROUND TRACT, BENNETT HILL SUPPLEMENTAL

WHEREAS, Bellingham School District No. 501 ("District"), a political subdivision pursuant to RCW 28A.315.005, seeks to build a new elementary school on property owned by the Bellingham School District; and

WHEREAS, the District's property is encumbered by a covenant that limits development of a portion of this lot, and that said covenant limiting development may only be enforced by Whatcom County; and

WHEREAS, said covenant, recorded in 1955, sought to preserve a portion of the Bellingham School District's property for County public use; and

WHEREAS, this covenant constitutes a property interest held by the County for purposes of RCW 39.33;

WHEREAS, the County is satisfied the reasons underlying that certain covenant reserved in statutory warranty deed dated August 5, 1955, between Whatcom County and Bellingham School District No. 501, no longer exists, and the county's interest will be enhanced through the building of a new elementary school and development of the lot; and

WHEREAS, the portion of land designated as "Playground" and reserved by covenant to the public in the deed, together with abutting "Service Ways" 20 feet in width and passageways between Lots 8 and 9 and Lots 24 and 25 connecting said playground area with Redwood Avenue and Alderwood Street respectively, all located in Block 5, "Bennett Hill Supplemental" Whatcom, will best serve Whatcom County as the site for the development of a new elementary school and playground; and

WHEREAS, RCW 36.34.130 authorizes the County Council to dispose of property, including property rights, to another governmental agency by means of private negotiation and upon such terms as may be agreed upon and for such consideration as may deemed adequate by the Council; and

WHEREAS, RCW 43.09.210 requires a transferring government to receive full value for the transfer of property; and that full value has a flexible meaning depending on the nature of the transfer and other surrounding circumstances; and

WHEREAS, "value" received for the transfer is not limited to monetary consideration and can include other forms of consideration as agreed upon by the parties; and

WHEREAS, the Bellingham School District has agreed to construct a playground suited to the needs of the school, maintain it, and make it available for public use during non-school hours as long as the District is using any portion of the Playground Tract to house a school; and

WHEREAS, the release of the Covenant will benefit the general public with the construction of a new elementary school serving the needs of the Alderwood Elementary School community and will result in the construction of a modern playground on the school site for use by students and the general public which I consistent with the shared vision of the District and the County; and

WHEREAS, the County will receive full value, in the form of greater public benefits than it enjoyed under the 1955 covenant.

NOW, THEREFORE, BE IT RESOLVED that the County Council authorizes the Release of Covenant as described in Exhibit A, "Release of Covenant" to allow for the construction of a new elementary school and modern playground.

APPROVED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Rud Browne, Council Chair

APPROVED as to form:

_____
Civil Deputy Prosecutor

Exhibit A

Document Title: Release of Covenant
Reference Number of Related Documents: AF 801003
Grantor: Whatcom County
Grantee: Bellingham School District No. 501
Legal Description: Playground Tract, Bennett Hill Supplemental, S8, T38N, R2E W.M.
Assessor's Tax Parcel Number: 380214 089120 0000

RELEASE OF COVENANT

WHATCOM COUNTY, being satisfied that the reasons underlying that certain covenant reserved in statutory warranty deed dated August 5, 1955, between Whatcom County and Bellingham School District No. 501, filed under Whatcom County Auditor's File No. 801003, no longer exists and for and in consideration of mutual benefits Grantor hereby releases the following described property from said covenant:

That tract of land designated as "Playground" which was dedicated to the public as Public Playground, together with abutting "Service Ways" 20 feet in width and passageways between Lots 8 and 9 and Lots 24 and 25 connecting said playground area with Redwood Avenue and Alderwood Street respectively, all located in Block 5, "Bennett Hill Supplemental" Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, Page 24, in the Auditor's office of said County and State.

WHATCOM COUNTY

_____ Date:_____
Jack Louws County Executive

RELEASE OF COVENANT PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

Approved as to form:
Prosecuting Attorney's Office

_____ Date: _____
Christopher Quinn, Senior Deputy
Prosecuting Attorney – Civil Division

STATE OF WASHINGTON)
):ss
COUNTY OF WHATCOM)

On this _____ day of _____2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, a Municipal Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Whatcom County, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Whatcom County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of Washington
Residing at _____
My commission expires _____

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

ADELSTEIN, SHARPE & SERKA LLP
ATTORNEYS AT LAW

STEVEN P. ADELSTEIN
PHILIP E. SHARPE, JR.
PHILIP A. SERKA
JEFFREY P. FAIRCHILD
MITCHELL G. FABER
IVAN M. STONER
IAN McCURDY
JAMES T. HULBERT
PATRICK E. BYRNES

February 19, 2019

Christopher Quinn
Whatcom County Prosecutor's Office
311 Grand Avenue
Bellingham, WA 98225

Re: Playground Tract – Bennett Hill Supplemental

Dear Chris:

I write in follow-up to a meeting you and I attended on December 19, 2018 with Tyler Schroeder and Ron Cowan where we discussed the possibility of the Bellingham School District ("District") obtaining a release of the 1955 covenant encumbering title to the above-referenced property owned by it. The issue, as you may recall, is how to fulfill the requirement that the transferring government – in this case, the County – receive full value for the reserved rights held by it. This letter outlines the basis upon which the District would propose that the transfer occur.

As you know, the Playground Tract is essentially a triangular shaped parcel of property surrounded by platted lots fronting Alderwood Avenue on the north, Hollywood Avenue on the west and Redwood Avenue on the south. The attached map entitled "2018 Existing Conditions Exhibit Map" depicts the Playground Tract and surrounding lots. As you can see from the map, the District owns all of the lots abutting Redwood Avenue and Hollywood Avenue, with the exception of two which are in private ownership.

As the map reveals, the overwhelming majority of the Alderwood Elementary School building is located on the District's property lying west of the Playground Tract. It is the District's plan to construct the new elementary school on the site while the existing school remains in use. Once the new school is completed, the existing building will be demolished. The District has followed this model when replacing Shuksan Middle School, Happy Valley Elementary and, most recently, Sehome High School. This is the preferred option because it makes it possible for the entire school "family" (students, teachers, counselors, parents/guardians, etc.) to remain together to preserve the school's identity and culture. It also spares the District relocation costs and offers rich learning opportunities for students to observe construction of their new school while participating in special milestones during the construction process. In this particular instance, this is the only practical model because the District lacks capacity at its other elementary schools to house the 300+ Alderwood students who would otherwise need

to be relocated while the new school is under construction. This model will only work if the District is able to make full use of the Playground Tract to site the new school.

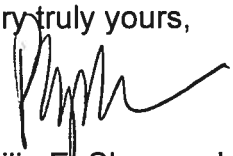
The District would propose that the covenant be released. In exchange, the District will agree to construct a playground suited to the needs of the school, maintain it and make it available for public use during non-school hours as long as the District is using any portion of the Playground Tract to house a school.

In addition to the advantages described above, this proposal will benefit the general public in three ways. First, it will result in a new elementary school which will better serve the needs of the Alderwood Elementary School family. Second, it will result in construction of a modern playground on the school site for use by students during school hours and by the general public during non-school hours. Third, it will enhance the neighborhood in a variety of ways too numerous to mention.

In the District's mind, this proposal is in keeping with the shared vision of the County and the District to make wise use of public resources to improve the lives of our citizenry and, most importantly, the education of our children. The District would be happy to discuss this matter further with you and is hopeful that it can be resolved in the near future so that design and development of the new elementary school can proceed as quickly as possible.

If you have questions or comments, please do not hesitate to contact me. Thank you for your consideration.

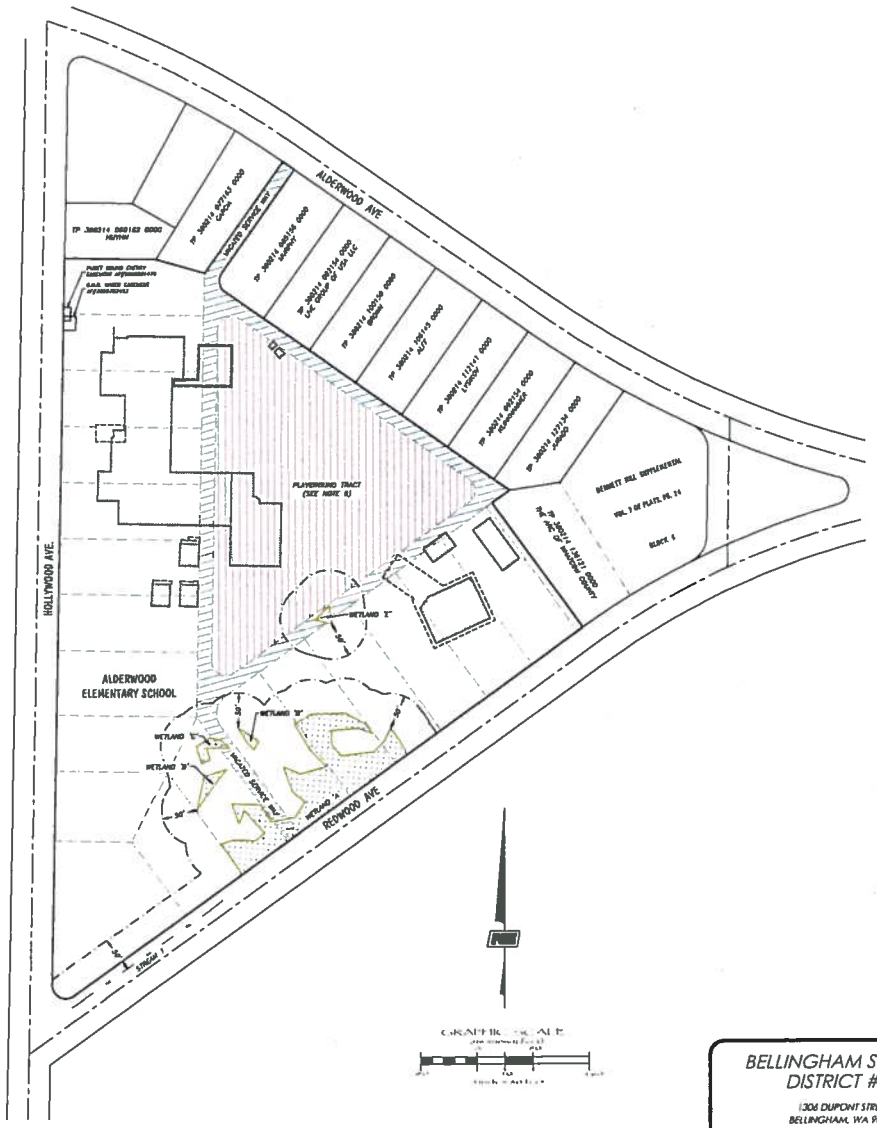
Very truly yours,



Philip E. Sharpe, Jr.
PES:kms
Enclosure
cc: client
\\ADELSTEINPROLAW\ProLawFiles\Documents\341-043\Bellingham School District #501\Correspondence\295484.docx

2018 EXISTING CONDITIONS EXHIBIT MAP

SITUATE IN A PORTION OF THE W 1/2 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 3 EAST, W.M., WHATCOM COUNTY, WASHINGTON



LEGEND

- = WETLAND BUFFER (50 FEET)
- = WETLAND AREA
- = PLAYGROUND TRACT
- = SERVICE WAY AREA

PARCEL DESCRIPTION

THE WEST 98 FEET OF LOT 3, AND ALL OF LOTS 3 THROUGH 21, PLAT OF BENNETT HILL SUPPLEMENTAL, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 24, RECORDS OF WHATCOM COUNTY, WASHINGTON.

ALSO, THAT TRACT OF LAND DESIGNATED AS "PLAYGROUND" WHICH WAS DEDICATED TO THE PUBLIC AS PUBLIC PLAYGROUND, TOGETHER WITH ADJOINING SERVICE WAYS 30 FEET IN WIDTH AND FRACTIONARY BETWEEN LOTS 2 AND 3 AND LOTS 24 AND 25, CONNECTING SAID PLAYGROUND AREA WITH REDWOOD AVENUE AND ALDERWOOD STREET RESPECTIVELY, ALL LOCATED IN BLOCK 2, BENNETT HILL SUPPLEMENTAL, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 7 OF PLATS, PAGE 24, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SURVEY NOTES

1) DATA FOR THIS SURVEY WAS ENGINEERED BY FIELD TRAVERSE UTILIZING ELECTRONIC DATA COLLECTION IN JULY & AUGUST 2018.
2) EQUIPMENT USED: SYSTEM 500 TOTAL STATION, ACCURACY 5" ± 2 PPM, ± 3 MM
3) HORIZONTAL DATUM: WASHINGTON STATE PLANE, NORTH ZONE, NAD 83/98 (PER CITY OF BELLINGHAM CONTROL NETWORK)
4) BASIS OF BEARINGS WHERE BETWEEN THE MONUMENTED CENTERLINE OF ALDERWOOD AVENUE PER CITY RECORD SURVEY #1710, "2009-2010 BIRCHWOOD SEWER REPLACEMENT, EU-01207".
5) VERTICAL DATUM: NAVD 88 (PER CITY OF BELLINGHAM MONUMENTATION)
6) RIGHT OF WAY AND PARCEL LINES PER RECORD INFORMATION.
7) THIS TOPOGRAPHY MAP WAS COMPLETED WITH BENEFIT OF A TITLE GUARANTEE FROM WHATCOM LAND TITLE COMPANY, DATED JULY 20, 2018, ORDER NO. 9-146316.
8) PLAYGROUND TRACT AND ADJOINING SERVICE WAYS SUBJECT TO DEVELOPMENT RESTRICTION AS MORE FULLY SET FORTH IN DEED WHICH PROVIDES THAT THE SAID TRACT SHALL NOT BE USED BY THE SCHOOL DISTRICT FOR CONSTRUCTION OF NECESSARY SCHOOL OR PLAY GROUND BUILDINGS, PER WHATCOM COUNTY SUPERIOR COURT CAUSE #34619, DATED JULY 23, 1955.
9) WETLAND DELINEATION AND BUFFERS PROVIDED BY NORTHWEST ECOLOGICAL SERVICES LLC AND LOCATED BY PSE IN SEPTEMBER OF 2018. (REFERENCE REPORT FOR ADDITIONAL INFORMATION)

BELLINGHAM SCHOOL DISTRICT #501

1306 DUPONT STREET
BELLINGHAM, WA 98225

EXISTING CONDITIONS
ALDERWOOD ELEMENTARY SCHOOL

JOB #: 2018199 DATE: 9/21/2018

PACIFIC SURVEY & ENGINEERING INC
909 SQUALICUM WAY · SUITE 111 · BELLINGHAM, WA 98225 PHONE: 360.671.7387 FAX: 360.671.4685 EMAIL: info@psesurvey.com www.psesurvey.com

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-163

File ID:	AB2019-163	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/05/2019	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Special Council Only Item		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Request approval to change the start time of Health Board meetings to 10 a.m.

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request approval to change the start time of Health Board meetings from 10:30 a.m. to 10 a.m. for April 2 and October 1, 2019.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Final Action:
Enactment Date:
Enactment #:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-167

File ID:	AB2019-167	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/07/2019	**Entered by:**	AHester@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Ordinance		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Ordinance granting Glenhaven Lakes Club Inc. a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of water services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR

CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201

MEMORANDUM

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

THROUGH: Jon Hutchings, Director ~~JH~~

FROM: Andrew Hester, Public Works Real Estate Coordinator AH

RE: Franchise for Glenhaven Lakes Club Inc.

DATE: March 7, 2019

- **Requested Action**
  Adopt an ordinance that grants a franchise to Glenhaven Lakes Club Inc., allowing it to use and be present in County Rights of Way in order to provide water services per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

- **Background and Purpose**
  Glenhaven Lakes Club Inc. has an existing franchise for its water lines and facilities within County rights of way. This proposed franchise will terminate and replace that existing agreement.

  Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

  Encl.

SPONSORED BY: _____

PROPOSED BY: Executive

INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING GLENHAVEN LAKES CLUB INC. A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES.

WHEREAS, Glenhaven Lakes Club Inc. (hereinafter referred to as "Glenhaven Lakes"), has applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Glenhaven Lakes has operated a system of water mains and water distribution lines and other facilities within a portion of Whatcom County under a previous twenty five-year franchise ordinance, adopted by the County Council on October 5, 1993 and approved by the County Executive;

WHEREAS, Glenhaven Lakes seeks a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Glenhaven Lakes has come on regularly to be heard by the County Council on the ___ day of _____, 2019, and notice of this hearing having been duly published on the _____ day of _____, 2019, and the ____ day of _____, 2019, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

WHEREAS, Whatcom County and Glenhaven Lakes intend that the previous franchises granted to Glenhaven Lakes that pertain to water lines for the provision of water services shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Glenhaven Lakes, which shall be and become effective as set forth in Section 13 thereof:

Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Glenhaven Lakes" means Glenhaven Lakes Club, Inc., and its successors and assigns.

1.1.3 "Franchise Area" means all public county roads, county public ways, county property, and platted right of way as dedicated within the following plats: Glenhaven Lakes, according to the plat thereof, recorded in Volume 9 of Plats, Pages 35 and 36; Glenhaven Lakes Division Number 2, according to the plat thereof, recorded in Volume 9, Pages 39 and 40; Glenhaven Lakes Division Number 3, according to the plat thereof, recorded in Volume 9 of Plats, Pages 47 and 48; Glenhaven Lakes Division Number 4, according to the plat thereof, recorded in Volume 9, Pages 51 and 52; Glenhaven Lakes Division Number 5, according to the plat thereof, recorded in Volume 9, Pages 55, 56, and 57; Glenhaven Lakes Division Number 6, according to the plat thereof, recorded in Volume 9, Pages 62 and 63; Glenhaven Lakes Division Number 7, according to the plat thereof, recorded in Volume 9, Pages 66 and 67; Glenhaven Lakes Division Number 8, according to the plat thereof, recorded in Volume 9, Pages 69 and 70; Glenhaven Lakes Division Number 9, according to the plat thereof, recorded in Volume 9, Pages 73 and 74; Glenhaven Lakes Division Number 10, according to the plat thereof, recorded in Volume 9, Pages 77 and 78; Glenhaven Lakes Division Number 11, according to the plat thereof, recorded in Volume 9, Pages 83 and 84; Glenhaven Lakes Division Number 12, according to the plat thereof, recorded in Volume 9, Pages 80 and 81; Situate in Whatcom County, Washington. Plat maps Exhibits A through M inclusive.

1.1.4 "Facilities" means, collectively, any and all water transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 "Ordinance" means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.6 "Right-of-Way": As used herein shall refer to the surface of and space

along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 "Relocation": As used herein shall mean to protect, support, temporarily disconnect, relocate and/or remove Glenhaven Lakes facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Glenhaven Lakes a Franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Glenhaven Lakes' Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Glenhaven Lakes may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Glenhaven Lakes proceeds to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Glenhaven Lakes which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Glenhaven Lakes shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Glenhaven Lakes by such County codes and

ordinances.

4.2 Glenhaven Lakes' existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Glenhaven Lakes which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Glenhaven Lakes shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Glenhaven Lakes by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Glenhaven Lakes shall have preference as to the positioning and location of such utilities so installed with respect to Glenhaven Lakes. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Glenhaven Lakes shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Glenhaven Lakes' Facilities.

4.4 The locating, laying, construction, operation and maintenance of Glenhaven Lakes' Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Glenhaven Lakes' Facilities, provided that Glenhaven Lakes and the County shall first check with the locator service to determine whether or not any of Glenhaven Lakes' lines are located in the proposed work area. Upon finding from the locator service that Glenhaven Lakes does have lines located within the proposed work area, the County shall provide Glenhaven Lakes with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Glenhaven Lakes may protect its Facilities. Failure of Glenhaven Lakes to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Glenhaven Lakes the otherwise-required advance notice of proposed work.

4.5 Glenhaven Lakes shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Glenhaven Lakes shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Glenhaven Lakes fails to comply with this provision, and by its failure, property is damaged, then Glenhaven Lakes shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Glenhaven Lakes shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Glenhaven Lakes first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Glenhaven Lakes. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Glenhaven Lakes shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Glenhaven Lakes' Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Glenhaven Lakes shall be governed by and conform to the general rules adopted by the County Engineer; and Glenhaven Lakes at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Glenhaven Lakes shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Glenhaven Lakes or its agents in a condition dangerous to life or property, and Glenhaven Lakes upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Glenhaven Lakes and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused

by Glenhaven Lakes that necessitates immediate repair by the County or its agents on an emergency basis where notice to Glenhaven Lakes or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Glenhaven Lakes.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Glenhaven Lakes shall reasonably conform to the standards and specifications established by the County Engineer. Glenhaven Lakes shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Glenhaven Lakes under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Glenhaven Lakes shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Glenhaven Lakes shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Glenhaven Lakes shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Glenhaven Lakes.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Glenhaven Lakes shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Glenhaven Lakes' operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Glenhaven Lakes. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Glenhaven Lakes shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Glenhaven Lakes shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Glenhaven Lakes, such relocation or adjustment of Glenhaven Lakes' Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Glenhaven Lakes may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Glenhaven Lakes of such alternatives in writing, the County shall evaluate such alternatives and shall advise Glenhaven Lakes in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Glenhaven Lakes' Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Glenhaven Lakes full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Glenhaven Lakes shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Glenhaven Lakes from future relocation or adjustment of Glenhaven Lakes' Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Glenhaven Lakes' Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Glenhaven Lakes' Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Glenhaven Lakes shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Glenhaven Lakes, at a time and upon terms acceptable to Glenhaven Lakes, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Glenhaven Lakes in the relocation of Glenhaven Lakes' Facilities; and

6.3.2 Indemnify and save Glenhaven Lakes harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Glenhaven Lakes' Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Glenhaven Lakes' Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Glenhaven Lakes' Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Glenhaven Lakes or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Glenhaven Lakes' Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Glenhaven Lakes in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Glenhaven Lakes shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Glenhaven Lakes in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Glenhaven Lakes agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne

by Glenhaven Lakes being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Glenhaven Lakes exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Glenhaven Lakes, and shall not include other off-site improvements that may be performed at the same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Glenhaven Lakes shall have the right as a condition of such relocation to require such person or entity to pay to Glenhaven Lakes all relocation costs and expenses in excess of the portion borne by Glenhaven Lakes under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Glenhaven Lakes shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Glenhaven Lakes shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Glenhaven Lakes to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Glenhaven Lakes shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Glenhaven Lakes, its agents, servants or employees in exercising the rights granted to Glenhaven Lakes in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Glenhaven Lakes thereof, and Glenhaven Lakes shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Glenhaven Lakes thereof, and Glenhaven Lakes shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Glenhaven Lakes and the County, Glenhaven Lakes and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Glenhaven Lakes shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Glenhaven Lakes' failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7. 2 Acceptance by the County of any work performed by Glenhaven Lakes at the time

of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Glenhaven Lakes proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Glenhaven Lakes shall notify the County of the same and the County shall have the option, with the concurrence of Glenhaven Lakes, to acquire in place of such Glenhaven Lakes proposed easements, additional public rights-of-way or equivalent public utility easements for use by Glenhaven Lakes. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Glenhaven Lakes' use of such public utility easements shall be subject to the terms and conditions of such public utility easements. Provided the above section does not apply to Glenhaven Lakes' customer service lines and only to easements related to new transmission water pipelines.1

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area. then the County Engineer may at his option and by giving thirty (30) days written notice to Glenhaven Lakes, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Glenhaven Lakes allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Glenhaven Lakes from exercising its powers of eminent domain. Should Glenhaven Lakes notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Glenhaven Lakes, reserve an easement to Glenhaven Lakes for Glenhaven Lakes' Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Glenhaven Lakes for the temporary

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1 A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.

adjustment of Glenhaven Lakes' Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such arrangements, upon terms and conditions acceptable to Glenhaven Lakes, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Glenhaven Lakes shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Glenhaven Lakes and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof , or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Glenhaven Lakes shall have no rights under this Franchise nor shall Glenhaven Lakes be bound by the terms and conditions of this Franchise unless Glenhaven Lakes shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Glenhaven Lakes not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Glenhaven Lakes shall be deemed to have rejected the same. In case of Glenhaven Lakes' tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 The existing franchise between the Parties pertaining to the same subject matter, i.e., Glenhaven Lakes' Facilities, which was granted by the County and accepted by Glenhaven

Lakes on May 31, 1978, shall be superseded and replaced by this franchise upon the effective date of this franchise as provided above.

13.3 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Glenhaven Lakes may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Glenhaven Lakes, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Glenhaven Lakes is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Glenhaven Lakes any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or

condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Glenhaven Lakes, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

For County:

County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Glenhaven Lakes:

Office Manager
Glenhaven Lakes Club, Inc.
664 Rainbow Dr.
Sedro Woolley, WA 98284

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Glenhaven Lakes shall keep in effect, a liability insurance policy covering all liability of Glenhaven Lakes to the County, including any assumed by contract between Glenhaven Lakes and any other party, with limits at least in the amount of $1,000,000. In lieu of the insurance requirement of this Section, Glenhaven Lakes may self-insure against such risks. At the time of Glenhaven Lakes' acceptance of this Franchise and otherwise upon the County's request, Glenhaven Lakes shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Glenhaven Lakes shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Glenhaven Lakes' forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Glenhaven Lakes cannot be corrected with due diligence within said sixty (60) day period (Glenhaven Lakes' obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Glenhaven Lakes may so comply shall be extended for such time as may be reasonably necessary and so long as Glenhaven Lakes commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less

than thirteen (13) days before its passage; (ii) brought to public notice by such notice having been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2019.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browne, Council Chair

APPROVED AS TO FORM:

3/14/19
_____
Civil Deputy Prosecutor

( ) Approved ( ) Denied

_____
Jack Louws, County Executive

EXHIBIT A

GLENHAVEN LAKES CLUB INC. FRANCHISE

Exhibits B through K are identified as follows:

Exhibit B	Plat Map of Glenhaven Lakes
Exhibit C	Plat Map of Glenhaven Lakes, Division Number 2
Exhibit D	Plat Map of Glenhaven Lakes, Division Number 3
Exhibit E	Plat Map of Glenhaven Lakes, Division Number 4
Exhibit F	Plat Map of Glenhaven Lakes, Division Number 5
Exhibit G	Plat Map of Glenhaven Lakes, Division Number 6
Exhibit H	Plat Map of Glenhaven Lakes, Division Number 7
Exhibit I	Plat Map of Glenhaven Lakes, Division Number 8
Exhibit J	Plat Map of Glenhaven Lakes, Division Number 9
Exhibit K	Plat Map of Glenhaven Lakes, Division Number 10
Exhibit L	Plat Map of Glenhaven Lakes, Division Number 11
Exhibit M	Plat Map of Glenhaven Lakes, Division Number 12

GLENHAVEN LAKES

SECTION 32, T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

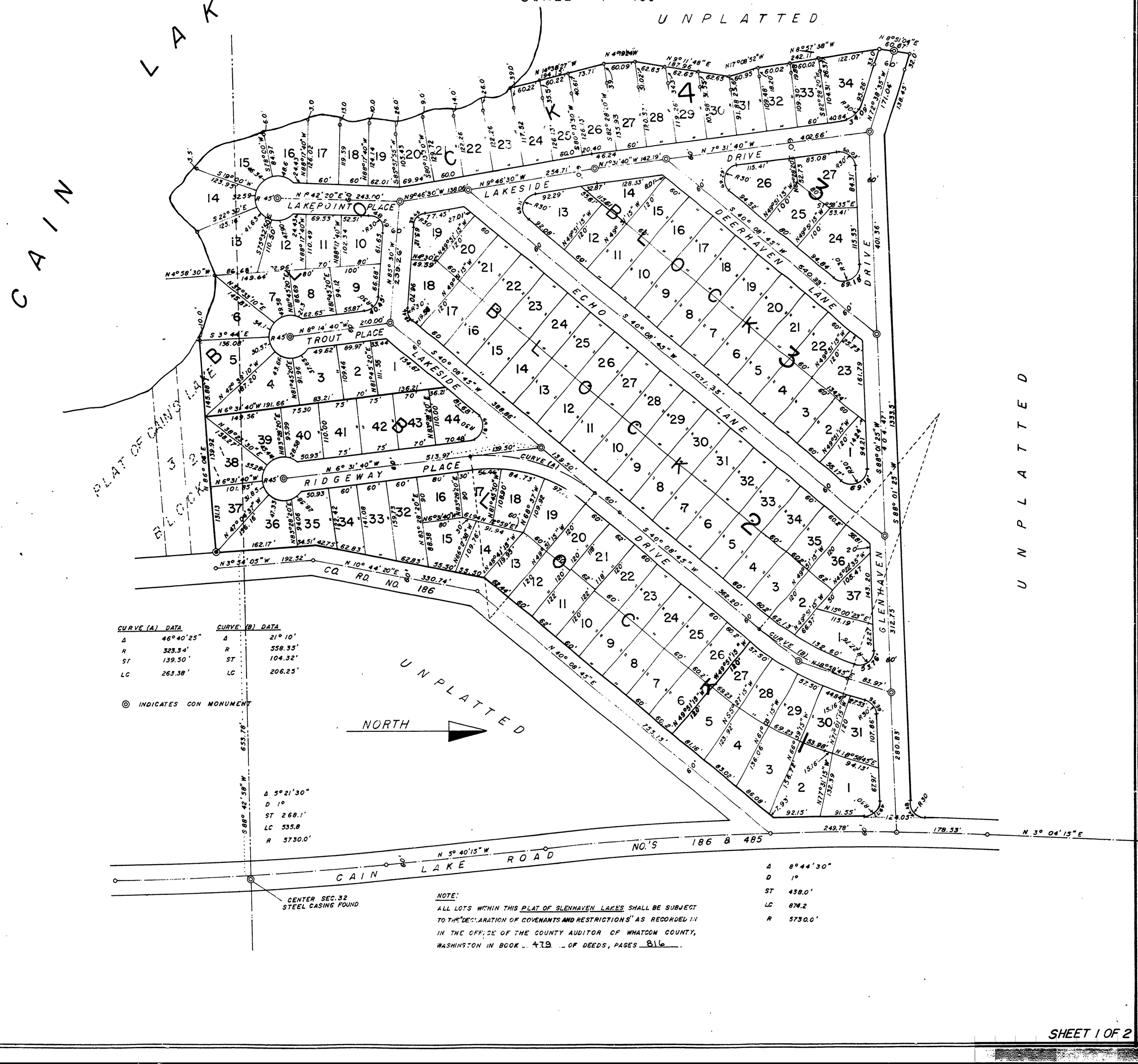
SCALE 1" = 100'

EXHIBIT B

Declaration of Covenants & Restrictions recorded Vol 479 of Deeds, Pg 816, Dec 1, 1965

Amended Decl. of Covenants & Restrictions Vol 529 pg 12 dtd. 4-1-77

Lot 41 Block 4 Vol 479 Pg 41 2½ Pg.



CURVE (A) DATA		CURVE (B) DATA	
Δ	46° 40' 25"	Δ	21° 10'
R	323.34'	R	558.35'
ST	139.50'	ST	104.32'
LC	263.38'	LC	206.25'

◎ INDICATES CON MONUMENT

Δ 5° 21' 30"
D 1°
ST 268.1'
LC 535.8
R 5730.0'

Δ 8° 44' 30"
D 1°
ST 438.0'
LC 874.2
R 5730.0'

NOTE:

ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON IN BOOK 479 OF DEEDS, PAGES 816.

GLENHAVEN LAKES

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY, WASHINGTON

RE 1600212 Recd 7a P 7 cc 4/16/79

261

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES ALL OF LOT 1, BLOCK 1 OF THE PLAT OF CAINS LAKE AS RECORDED IN VOLUME 7 OF PLATS, PAGES 61 AND 62, WHATCOM COUNTY AUDITOR'S OFFICE AND ALSO OF THAT PORTION OF THE NW 1/4 OF SECTION 32, T37N, R4E, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 1, BLOCK 1, PLAT OF CAINS LAKE; THENCE S 86° 06' W - 426.93' TO THE PRESENT SHORE LINE OF CAIN LAKE; THENCE WESTERLY AND NORTHERLY ALONG SAID SHORELINE OF CAIN LAKE TO THE SW CORNER OF LOT 24, BLOCK 4 OF GLENHAVEN LAKES PLAT; THENCE N 14° 38' 27" W - 194.15 FT.; THENCE N 4° 19' 24" W - 60.09 FT.; THENCE N 9° 11' 48" E - 187.96' FT; THENCE N 17° 08' 52" W - 60.95 FT.; THENCE N 8° 57' 38" W - 242.11 FT.; THENCE N 8° 51' 04" E - 60.67 FT.; THENCE S 72° 38' 35" E - 170.45 FT.; THENCE N 88° 01' 25" E - 1333.50 FT.; THENCE 44.48 FT. ALONG A CURVE TO THE LEFT, RADIUS OF 30.00 FT TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CAIN LAKE ROAD (CO. RD. NO. 186 AND 485); THENCE SOUTHERLY 307.75FT. ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT, RADIUS OF 5760.00 FT., CENTRAL ANGLE OF 8° 44' 30" TO AN INTERSECTION WITH THE WEST LINE OF THE OLD CAIN LAKE ROAD (CO. RD. NO. 186); THENCE S 40° 08' 45" W - 740.39 FT.; THENCE S 10° 44' 20" W - 342.24 FT.; THENCE S 3° 54' 05" E - 196.68 TO THE POINT OF BEGINNING.

Edward M Paulsen
REGISTERED PROFESSIONAL ENGINEER

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, GLEN E. CORNING AND ELIZABETH CORNING HIS WIFE BEING OWNERS IN FEE SIMPLE OF THE LAND HEREIN PLATTED, (TOGETHER WITH ALLAN THOMSON AND MATTIE THOMSON HIS WIFE BEING MORTGAGEES OF RECORD OF SAID LAND); HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILL UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING. ALL LOTS, TRACTS OR PARCELS OF LAND EMBRACED WITHIN THIS PLAT SHALL BE SUBJECT TO THE FOLLOW RESTRICTIONS FOR A PERIOD OF 10 YEARS FROM THE DATE OF RECORDING OF THIS PLAT OR UNTIL SUCH TIME AS COUNTY ZONING COMES INTO FORCE AND APPLIES TO THIS PLAT; AND ALL SALES OR TRANSFERS OF OWNERSHIP OF THE LOTS, TRACTS OR PARCELS SHALL BE SUBJECT TO THESE RESTRICTIONS AS FOLLOWS:

1. NO LOT, TRACT, OR PORTION OF A LOT OR TRACT SHALL BE SUBDIVIDED.
2. NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT OR PARCEL OF THIS PLAT CLOSER THAN 20 FEET TO THE FRONT PROPERTY LINE; AND IN THE CASE OF CORNER LOTS, NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED CLOSER 15 FEET TO THE SIDE PROPERTY LINE ABUTTING THE ROAD RIGHT-OF-WAY.
3. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND A SEWAGE DISPOSAL PERMIT FROM THE RESPECTIVE COUNTY AGENCIES.

IN WITNESS WHEREOF, WE HAVE SET HEREUNTO OUR HANDS AND SEALS THIS 14th DAY OF November, 1962.

Glen Corning & Elizabeth Corning
OWNER IN FEE SIMPLE

(SEAL)

Allan H Thomson · Mattie Thomson
MORTGAGEE OF RECORD

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 14th DAY OF November, 1962 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME Glen & Elizabeth Corning AND Allan & Mattie Thomson (HIS WIFE), TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DEDICATION HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURTHEREIN MENTIONED.

Axel H Rifle
(NOTARY PUBLIC)

Bellingham, Wash
(PLACE)

(SEAL)

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 30th DAY OF November, 1962.

J. Fay
ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 20 DAY OF November, 1962.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 30th DAY OF November, 1962.

ATTEST: [illegible]
CLERK OF THE BOARD

[illegible]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, Hugh Cory, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 20 DAY OF Nov., 1962.

Hugh Cory - By Helen Sheila C. Dix
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF [illegible] ON THIS 30th DAY OF Nov., 19[illegible] AT 10 MINUTES PAST [illegible] AND RECORDED IN VOLUME 1 OF PLATS, PAGE 35 & 36 OF THE RECORDS OF SAID COUNTY.

[illegible]
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

GLENHAVEN LAKES

DIVISION NUMBER 2

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY WASHINGTON

EXHIBIT C

DESCRIPTION

I Edward M Faulconer DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 2, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 OF SEC. 32, T37N R4E, W. M. DESCRIBED AS FOLLOWS: BEGINNING AT THE N.E. CORNER OF THE PLAT OF GLENHAVEN LAKES AS FILED ON PAGES 35 & 36, VOL. 9 OF THE BOOK OF PLATS IN THE WHATCOM COUNTY AUDITORS OFFICE, AND THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO'S. 186 & 485 (CAIN LAKE ROAD); THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, RADIUS 5760.00 FT. CENTRAL ANGLE OF 6°-44'-30" A DISTANCE OF 119.24' FT; THENCE N 3°04'15" E A DISTANCE OF 1068.90 FT; THENCE S88° 01' 25" W – 1492.51 '; THENCE SOUTH 4°54'00" WEST A DISTANCE OF 1167.51 ' TO NORTH R/W OF GLENHAVEN DRIVE; THENCE S 72°38'35"W - 170.84'; THENCE N 88° 01' 25" E – 1333.50 '; THENCE EASTERLY ALONG A CURVE TO THE LEFT, RADIUS 34.33 : CENTRAL ANGLE OF 86°08' 20", A DISTANCE OF 51.61 FT. TO THE TRUE POINT OF BEGINNING.

Edward M Faulconer
REGISTERED PROFESSIONAL ENGINEER

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, SUCCESSORS IN INTEREST TO GENERAL BUILDING, INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE, FEE SIMPLE OWNERS OF THE REMAINDER OF SAID LAND; AND GLEN CORNING, ABNER LUDTKE, A.J. MCMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 25th DAY OF February, 1963.

Allan Thomson
ALLAN THOMSON
FEE SIMPLE OWNER

Mattie V. Thomson
MATTIE THOMSON
FEE SIMPLE OWNER

GLEN CORNING, ABNER LUDTKE, A.J. MCMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE C ANGELL, D. B. A. GLENHAVEN LAKES
CONTRACT PURCHASERS
BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

GEORGE COBELENS, WALLACE WINTER CARL MILLER, AND HILDA MILLER,
FEE SIMPLE OWNERS
BY Richard J. Waters
RICHARD J. WATERS
ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 11th DAY OF MARCH, 1963.

(SEAL)

ENGINEER, WHATCOM COUNTY WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 12 DAY OF March, 1963.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 18 DAY OF March, 1963.

ATTEST: Elva Lewis
CLERK OF THE BOARD

H. C. Halvorson
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Corey, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 14th DAY OF March, 1963.

(SEAL)

C. L. Bass Chief Deputy
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Glen Corning ON THIS 18th DAY OF MARCH, 1963 AT 10 MINUTES PAST 11 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGE 39 & 40 OF THE RECORDS OF SAID COUNTY.

Wella Harrison
AUDITOR, WHATCOM COUNTY, WASHINGTON

Dedication, Covenants & Restrictions See Vol 487 Page 58 March 27, 1963

Marital Estate Agreement - both VM 329 Pg M ... 4-7-77
Declaration of Covenants & Res. ... Vol 335 Page 239 5/19/77
Continuation of Covenants & Res. ... Vol 348 Page 170 2/14/79

C/BP # 1580411 Q48 Pg 766 8/16/79 8-11-87
DIRC 165283 Rel 70 P1353 5/26/89
C/BP 163830 R114

C/BP # 1647517 R114 P1595 5-17-89
C/BP # 9209281110 vol 274 Pg 535

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM)

(SEAL)

ON THIS 28th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT, HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM)

(SEAL)

ON THIS 28th DAY OF February, 1963, BEFORE ME PERSONNALLY APPEARED ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM)

(SEAL)

ON THIS 28th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE A. J. MCMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

GLENHAVEN LAKES

DIVISION NUMBER 2

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY WASHINGTON

SCALE 1" = 100'

— U N P L A T T E D —



NOTE:

1. ALL CORNER RADII ARE 30'
2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON. IN BOOK 482 OF DEEDS, PAGES 58.
3. INDICATES CONCRETE MONUMENT ◎

EXHIBIT D

GLENHAVEN LAKES

DIVISION NUMBER 3

SECTIONS 29 & 32, T. 37N., R. 4 E., W. M.

WHATCOM COUNTY, WASHINGTON.

DESCRIPTION

I, Edward M Paulsen DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 3, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 & SE 1/4 OF SEC. 29 & THE NW 1/4 OF SEC. 32, T. 37 N., R. 4 E., W. M., DESCRIBED AS FOLLOWS: BEGINNING AT THE N. E. CORNER OF GLENHAVEN LAKES, DIVISION 2, (AS FILED ON PAGES 39 & 40, VOL. 9 OF THE BOOK OF PLATS IN THE WHATCOM COUNTY AUDITORS' OFFICE,) AND THE WEST R/W LINE OF COUNTY ROAD NO'S 186 & 485; THENCE S. 88° 01' 25" W. AND FOLLOWING THE NORTH BOUNDARY OF DIVISION 2, A DISTANCE OF 1492.49 FT. TO THE N.W. CORNER OF SAID PLAT; THENCE N. 6° 57' 23" E., A DISTANCE OF 352.06 FT; THENCE N. 9° 27' 45" E., A DISTANCE OF 182.48 FT; THENCE N. 40° 01' 50" E., FOR 326.50 FT; THENCE N. 85° 45' 50" E., A DISTANCE OF 541.52 FT; THENCE N. 68° 37' 45" E., FOR 246.98 FT; THENCE N. 58° 34' 13" E., FOR 210.95 FT; THENCE N. 15° 08' 38" E., A DISTANCE OF 260.17 FT; THENCE S. 86° 55' 45" E., FOR 256.00 FT. TO AN INTERSECTION WITH THE WEST R/W LINE OF THE SAID CAIN LAKE RD; THENCE S. 3° 04' 15" W. FOLLOWING THE SAID WEST R/W LINE A DISTANCE OF 1207.01 FT. TO THE TRUE POINT OF BEGINNING.

Edward M Paulsen
REGISTERED PROFESSIONAL ENGINEER

(SEAL) EDMUND M. PAULSEN REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, SUCCESSORS IN INTEREST TO GENERAL BUILDING, INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 942475 IN VOL. 36, PG. 196 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 942089 IN VOL. 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM CO., HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING; EXCEPT THAT TRACT "A" AS SHOWN HEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 22d DAY OF July, 1963.

GEORGE COBELENS, WALLACE WINTER
CARL MILLER, AND HILDA MILLER,

FEE SIMPLE OWNERS
BY Richard J. Waters
RICHARD J. WATERS
ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE,
A.J. McMILLAN, MOKSHA W. SMITH,
A.J. HUTTON, JR. AND LAWRENCE C.
ANGELL, D.B.A. GLENHAVEN LAKES
CONTRACT PURCHASERS
BY Glen Corning
GLEN CORNING, PARTNER AND
ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23rd DAY OF July, 1963.

J. T. Fay
ENGINEER, WHATCOM COUNTY WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF July, 1963.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 23rd DAY OF July, 1963.

ATTEST: Ella Lewis
CLERK OF THE BOARD

T. H. Nelson
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, Hugh Coup, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL, THIS 23rd DAY OF Cctober, 1963.

C. L. Bowden Chief Deputy
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Glen Corning ON THIS 23rd DAY OF July, 1963. AT - MINUTES PAST 3 PM AND RECORDED IN VOLUME 9 OF PLATS, PAGE 47 OF THE RECORDS OF SAID COUNTY.

W. La Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 22d DAY OF July, 1963, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffle
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 22d DAY OF July, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THERIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffle
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT BELLINGHAM

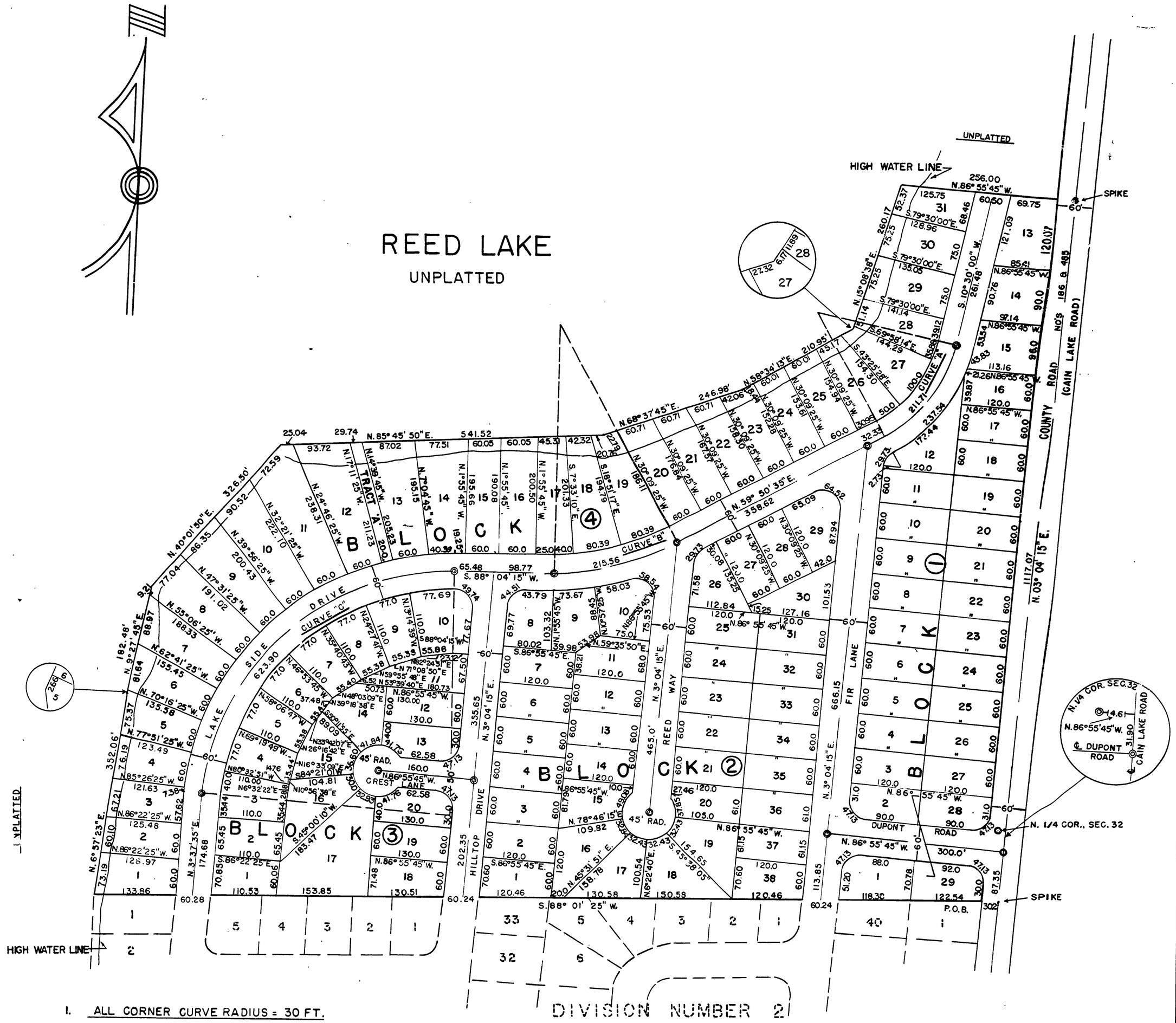
264

GLENHAVEN LAKES

DIVISION NUMBER 3

SECTIONS 29 & 32, T. 37 N., R. 4 E., W. M.

WHATCOM COUNTY, WASHINGTON.



CURVE DATA

"A"
△ = 49°20'35"
ST = 112.93
R = 245.85
LC = 211.71

"B"
△ = 28°13'40"
ST = 110.02
R = 437.56
LC = 215.56

"C"
△ = 84°26'40"
ST = 384.17
R = 423.35
LC = 623.90

1. ALL CORNER CURVE RADIUS = 30 FT.
2. INDICATES CONCRETE MONUMENT--- ◎
3. LOTS FRONTING ON WATER HAVE WOODEN POSTS SET ON LOT BOUNDARIES.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THIS PLAT IS RECORDED IN VOLUME (4) OF DEEDS, PAGES 489 UNDER AUDITOR'S FILE NO. 952650.

Scale: 1 inch = 100 feet

SHEET 2 OF 2 P-936

GLENHAVEN LAKES

DIVISION NUMBER 4

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY WASHINGTON

EXHIBIT E

C/BP #9005221145 V150 P1833 L445 B4

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 4, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE NW 1/4 OF SEC. 32, T37N, R4E, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SEC. 32; THENCE N88°48'02"E. 580.27 FT.; THENCE N19°45'28"W. 348.18 FT.; THENCE N 3°46'17"E. 1[illegible]23 FT.; THENCE S81°43'E. 144.40 FT. TO THE PRESENT SHORE LINE OF CAIN LAKE; THENCE NORTHERLY AND EASTERLY ALONG SAID SHORELINE OF CAIN LAKE AS SHOWN ON THE PLAT OF GLENHAVEN LAKES DIVISION NO. 4 TO THE SW CORNER OF LOT 24, BLOCK 4 OF THE PLAT OF GLENHAVEN LAKES; THENCE N14°38'27"W. 194.15 FT.; THENCE N.4°19'24"W. 60.09 FT.; THENCE N 9°11'48"E. 187.96 FT.; THENCE N 17°08'52"W. 60.95 FT.; THENCE N 8°57'38"W. 242.11 FT.; THENCE N 8°51'04"E. 60.67 FT.; THENCE N 4°54'00"E. 30.72 FT.; THENCE N 72°38'35"W. 186.56 FT.; THENCE S 17°21'25"W. 30.00 FT.; THENCE N 72°38'35"W. 507.63 FT.; THENCE N 86°13'43"W. 576.39 FT.; THENCE S 2°33'35"E. ALONG THE WEST LINE OF SAID NW 1/4 OF SEC. 32 1617.69 FT. TO THE POINT OF BEGINNING.

Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

EDWARD M. PAULSEN — REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED TOM J. DAVES AND BLANCHE M. DAVES, HIS WIFE TOGETHER WITH, Glen Corning and Elizabeth Corning BEING OWNERS IN FEE SIMPLE OF THE LAND HEREIN PLATTED, (TOGETHER WITH Allen H. Thomson and Mattie V. Thomson BEING MORTGAGEES OF RECORD OF SAID LAND), HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS AND ALLEYS; THE COUNTY WILL MAINTAIN THE SURFACE OF THE ROADWAY OF GLENHAVEN DRIVE WHERE IT CROSSES THE DAM IN "TRACT A" AS SHOWN ON THE PLAT BUT WILL HAVE NO INTEREST, CONTROL OR LIABILITY OVER THE DAM, ITS APPURTENANCES AND THE WATER LEVEL OF REED LAKE, ALSO, ALL LOTS, TRACTS, OR PARCELS OF LAND EMBRACED WITHIN THIS PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS FOR A PERIOD OF 10 YEARS FROM THE DATE OF RECORDING OF THIS PLAT OR UNTIL SUCH TIME AS COUNTY ZONING COMES INTO FORCE AND APPLIES TO THIS PLAT; AND ALL SALES OR TRANSFERS OF OWNERSHIP OF THE LOTS, TRACTS OR PARCELS SHALL BE SUBJECT TO THESE RESTRICTIONS AS FOLLOWS:

1. NO LOT, TRACT, OR PORTION OF A LOT OR TRACT SHALL BE SUBDIVIDED.
2. NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT OR PARCEL OF THIS PLAT CLOSER THAN 20 FT. TO THE FRONT PROPERTY LINE; AND IN THE CASE OF WATER FRONT LOT, NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED CLOSER THAN 50 FT. TO THE FRONT PROPERTY LINE ABUTTING THE ROAD RIGHT-OF-WAY.
3. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND A SEWAGE DISPOSAL PERMIT FROM THE RESPECTIVE COUNTY AGENCIES.
4. TRACTS A & B ARE HEREBY DEDICATED TO THE GLENHAVEN LAKES COMMUNITY CLUB.

IN WITNESS WHEREOF, WE HAVE SET HEREUNTO OUR HANDS AND SEALS THIS 9TH DAY OF DEC. 1963.

Glen Corning — Elizabeth Corning — OWNER IN FEE SIMPLE

Allen H. Thomson — Mattie V. Thomson — MORTGAGEE OF RECORD

Tom J. Daves — Blanche M. Daves — OWNER IN FEE SIMPLE

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23 DAY OF DEC., 1963.

ENGINEER, WHATCOM COUNTY WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF December, 1963

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 24th DAY OF Dec., 1963.

ATTEST: Wells Hansen
CLERK OF THE BOARD

V. E. Thomson
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Cary, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 23rd DAY OF December, 1963

(SEAL)

Hugh Cary
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY WASHINGTON, AT THE REQUEST OF Glenhaven Lakes ON THIS 24th DAY OF Dec, 1963 AT 5 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGE 51+52 OF THE RECORDS OF SAID COUNTY.

Wells Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
)SS
COUNTY OF WHATCOM)

(SEAL)

ON THIS 13th DAY OF December, 1963, BEFORE ME PERSONALLY APPEARED TOM J. DAVES AND BLANCHE M. DAVES, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
)SS
COUNTY OF WHATCOM)

(SEAL)

ON THIS 9th DAY OF December, 1963, BEFORE ME PERSONNALLY APPEARED ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
)SS
COUNTY OF WHATCOM)

(SEAL)

ON THIS 9th DAY OF December 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE A.J. MCMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

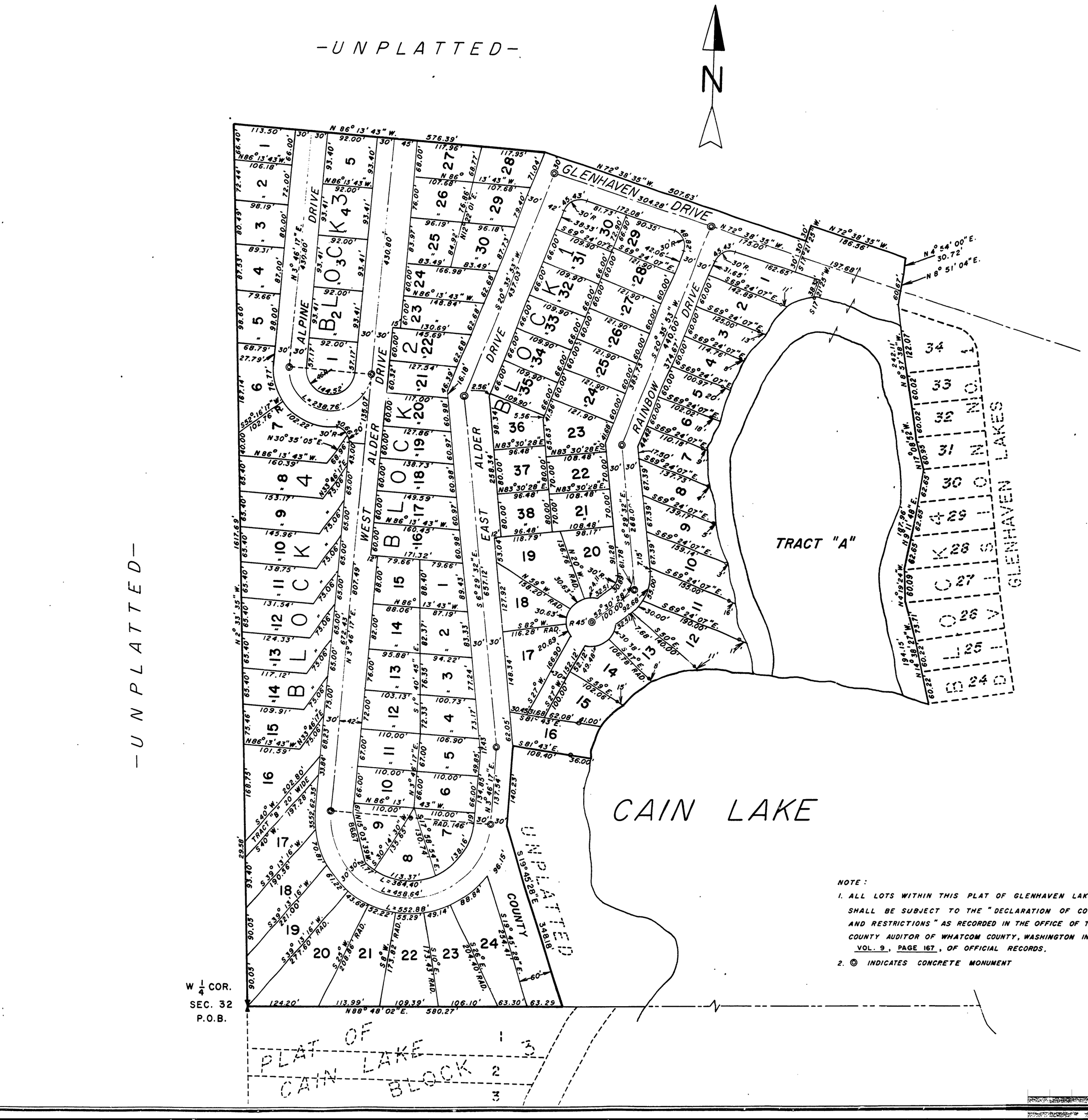
GLENHAVEN LAKES

DIVISION NUMBER 4

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY WASHINGTON

SCALE : 1" = 100'



NOTE :

1. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON IN VOL. 9, PAGE 167, OF OFFICIAL RECORDS.
2. ◎ INDICATES CONCRETE MONUMENT

GLENHAVEN LAKES

EXHIBIT F

DIVISION NUMBER 5

SECTION 29 & 32, T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIV.5 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE NW 1/4 SEC. 32, T37N, R4E, W.M. AND THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W.M. DESCRIBED AS FOLLOWS; COMMENCING AT THE NW CORNER OF SEC. 32, T37N, R4E, W.M., THENCE NORTH AND FOLLOWING THE WEST BOUNDARY OF THE SW 1/4 SEC. 29; T37N, R4E, W.M 1331.52'; THENCE EAST 146.76'; THENCE N 67° 10' 00" E - 260.00'; THENCE S 15° 00' 00" E - 50.00'; THENCE N 80° 26' 15" E, BEING RADIAL, 254.46'; THENCE SOUTHEASTERLY ON A CURVE HAVING A RADIUS OF 153.59' AND A CENTRAL ANGLE OF 86° 16' 15", A DISTANCE OF 231.23'; THENCE N 84° 10' 00" E — 121.97'; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.68' AND A CENTRAL ANGLE OF 117° 30' 00", A DISTANCE OF 185.95'; THENCE S 68° 20' 00" E — 168.72'; THENCE S 29° 48' 00" W — 78.86'; THENCE S 60° 12' 00" E — 595.16' M/L TO A POINT ON THE BOUNDARY OF THE PLAT OF GLENHAVEN LAKES, DIVISION 3; THENCE S 40° 01' 50" W AND FOLLOWING THE BOUNDARY OF SAID DIVISION 3, 326.50'; THENCE S 9° 27' 45" W — 182.48'; THENCE S 6° 57' 23" W — 352.06' TO THE SW CORNER OF SAID DIVISION AND THE NW CORNER OF THE PLAT OF GLENHAVEN LAKES, DIVISION 2; THENCE S 4° 54' 00" W AND FOLLOWING THE WESTERLY BOUNDARY OF SAID DIVISION 2 1136.79' TO A POINT BEING THE NE CORNER OF THE PLAT OF GLENHAVEN LAKES, DIVISION 4; THENCE N 72° 38' 35" W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID DIVISION 4 — 186.52'; THENCE S 17° 21' 25" W — 30.00'; THENCE N 72° 38' 35" W — 507.63'; THENCE N 86° 13' 43" W — 576.41' M/L TO A POINT ON THE WESTERLY BOUNDARY OF THE NW 1/4 SEC. 32, T37N, R4E, W.M. BEING THE NW CORNER OF SAID DIVISION 4; THENCE N 2° 33' 35" W AND FOLLOWING THE WESTERLY BOUNDARY OF SAID NW 1/4 SEC. 32, 935.47' M/L TO THE TRUE POINT OF BEGINNING.

(SEAL)

Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALLAN THOMSON AND MATTIE V. THOMSON HIS WIFE FEE SIMPLE OWNERS OF A PORTION OF SAID LAND AND I.V.A. WHITTAKER TRUDELL WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE OWNER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 958118 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR., AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS, AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING; EXCEPT THAT TRACTS "A, B+C" AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 21st DAY OF March, 1964.

Allan M. Thomson
ALLAN THOMSON
FEE SIMPLE OWNER

Mattie V. Thomson
MATTIE V. THOMSON
FEE SIMPLE OWNER

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE,
A. J. McMILLAN, MOKSHA W. SMITH,
A. J. HUTTON, JR. AND LAWRENCE C.
ANGELL, D.B.A. GLENHAVEN LAKES
CONTRACT PURCHASERS

BY Glen Corning
GLEN CORNING, PARTNER AND
ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 10 DAY OF APRIL, 1964.

J. T. Fay
ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 10 DAY OF April, 1964.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 13th DAY OF April, 1964.

ATTEST:
CLERK OF THE BOARD

H. Q. Nalor
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, Hugh Cory, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 10th DAY OF April, 1964.

Hugh Cory
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Edward Paulsen ON THIS 10th DAY OF April, 1964 AT 3:30 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 55-56-57 OF THE RECORDS OF SAID COUNTY.

Wella Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

For protective covenants see Vol 12 Page 914 April 10 1964
amended end of cov + restr Vol 325 page 46 OR 4-7-77
Covenants see Vol 331 Page 911 4/27/77

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM)

ON THIS 21st DAY OF March, 1964, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(SEAL)

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM)

ON THIS 21st DAY OF March, 1964, BEFORE ME PERSONALLY APPEARED ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(SEAL)

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM)

ON THIS 21st DAY OF March, 1964, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR., AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(SEAL)

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

GLENHAVEN LAKES DIVISION NUMBER 5

SCALE 1" = 100'

CONTINUATION OF DIV.# 5
SEE SHEET 1 OF 3

MATCH LINE

SEC. 29
SEC 32

SEC.30
SEC. 31

UNPLATTED

DIVISION NUMBER 3

DIVISION NUMBER 2

DIVISION NUMBER 4

TRACT "A"

MEAN HIGH WATER MARK

SUMMIT PLACE

WILDWOOD DRIVE

ALDER DRIVE

RAINBOW DRIVE

PEAK DRIVE

ALPINE DRIVE

SHEET 2 OF 3

965867

GLENHAVEN LAKES

DIVISION NUMBER 5

SECTION 29 & 32, T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

SCALE 1" = 100'

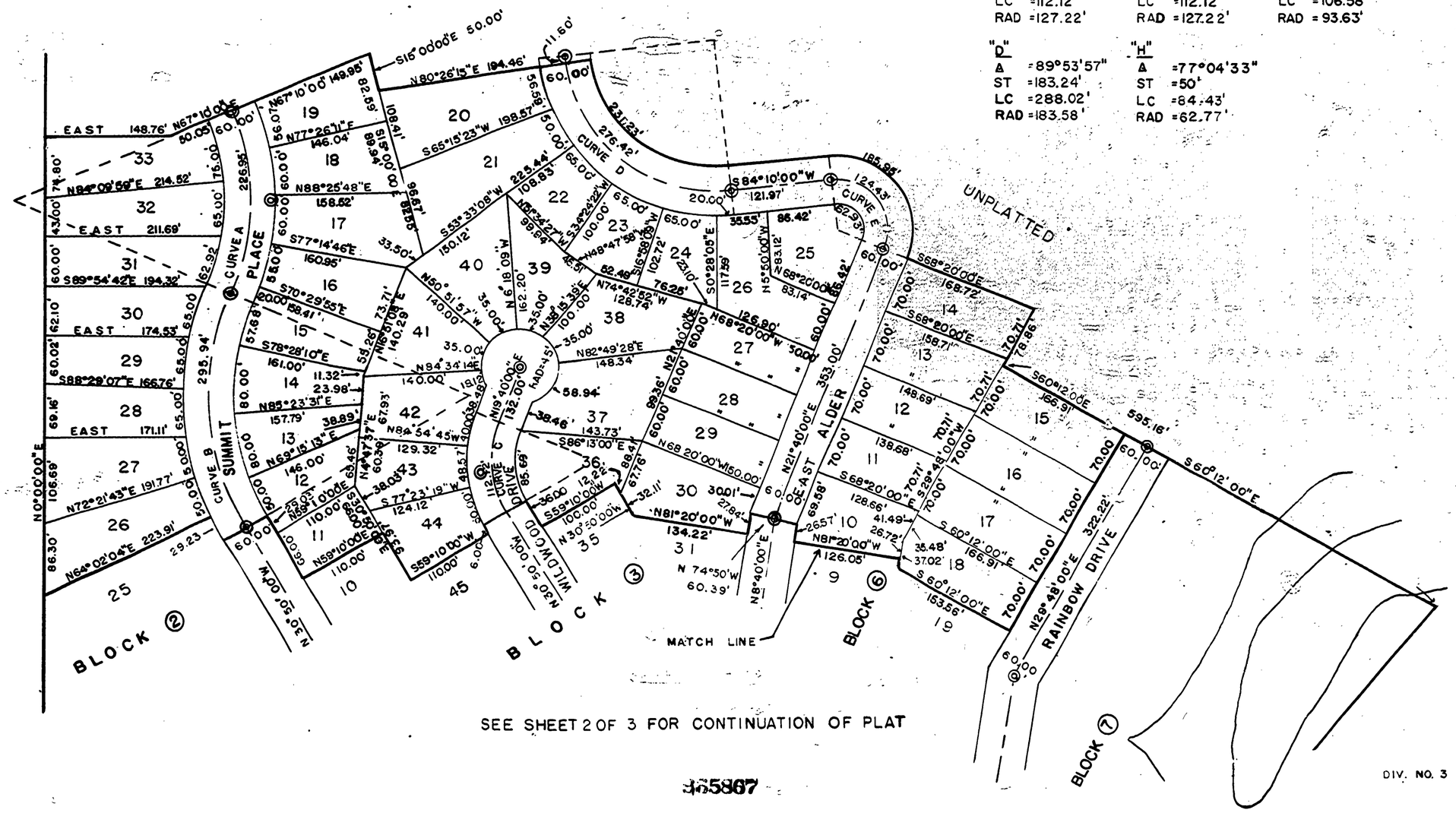
CURVE DATA

"A"	"E"	"I"
Δ = 46°	Δ = 117°30'	Δ = 68°03'51"
ST = 120'	ST = 100'	ST = 60'
LC = 226.95'	LC = 124.43'	LC = 105.54'
RAD = 282.70'	RAD = 60.68'	RAD = 88.85'

"B"	"F"	"J"
Δ = 54°	Δ = 50°30'	Δ = 71°50'08"
ST = 160'	ST = 60'	ST = 82.57'
LC = 295.94'	LC = 112.12'	LC = 141.65'
RAD = 314.02'	RAD = 127.22'	RAD = 113.90'

"C"	"G"	"K"
Δ = 50° 30'	Δ = 50° 30'	Δ = 65°18'11"
ST = 60'	ST = 60'	ST = 60'
LC = 112.12'	LC = 112.12'	LC = 106.58'
RAD = 127.22'	RAD = 127.22'	RAD = 93.63'

"D"	"H"
Δ = 89°53'57"	Δ = 77°04'33"
ST = 183.24'	ST = 50'
LC = 288.02'	LC = 84.43'
RAD = 183.58'	RAD = 62.77'


UNPLATTED
EAST 148.76'
N67°10'00"E
60.00'
N15°00'00"E 50.00'
N80°26'15"E 194.46'
11.50'
60.00'
S65°15'23"W 198.57'
N77°26'11"E 146.04'
N67°10'00"E 149.98'
82.59'
108.41'
55.68'
50.00'
N15°00'00"E 89.94'
95.87'
88.55'
N88°25'48"E 158.52'
S77°14'46"E 160.95'
33.50'
S53°33'08"W 150.12'
108.83'
22.54'
65.00'
276.42'
CURVE D
S84°10'00"W 121.97'
20.00'
124.43'
185.86'
UNPLATTED
CURVE A
PLACE
CURVE B
SUMMIT
CURVE C
WILDWOOD DRIVE
ALDER
RAINBOW DRIVE
BLOCK ②
BLOCK ③
BLOCK ⑥
BLOCK ⑦
MATCH LINE
DIV. NO. 3
S68°20'00"E 168.72'
S60°12'00"E 595.16'
N29°48'00"E 322.22'
S60°12'00"E 166.91'
N8°40'00"E 353.00'
N81°20'00"W 134.22'
N74°42'52"W 128.74'
N68°20'00"W 126.80'
N74°50'W 60.39'
N30°50'00"W 100.00'
S59°10'00"W 110.00'
N59°10'00"E 110.00'
N64°02'04"E 223.91'
N72°21'43"E 191.77'
N0°00'00"E 106.69'
S88°29'07"E 166.76'
N89°54'42"E 194.32'
N84°09'58"E 214.52'
EAST 211.69'
EAST 174.53'
EAST 171.11'
S70°29'55"E 58.41'
S78°28'10"E 161.00'
N85°23'31"E 157.79'
N69°15'13"E 146.00'
N84°34'14"E 140.00'
N82°49'28"E 148.34'
N68°20'00"W 150.00'
S86°13'00"E 143.73'
N21°40'00"E 132.00'
N19°40'00"E 132.00'
N8°40'00"E 60.00'
S68°20'00"E 165.42'
N55°50'00"W 283.12'
S0°28'05"E 117.59'
N33°24'22"W 102.72'
S16°58'03"W 100.00'
S33°24'22"E 98.64'
N56°35'38"W 100.00'
N30°51'57"W 140.00'
N89°15'39"E 100.00'
N84°47'37"E 60.38'
S77°23'19"W 124.12'
N30°51'57"W 140.29'
N84°34'14"E 140.00'
S59°10'00"W 110.00'
N30°50'00"W 100.00'
S68°20'00"E 158.71'
S68°20'00"E 165.91'
S68°20'00"E 138.68'
S68°20'00"E 128.66'
S60°12'00"E 166.91'
S60°12'00"E 153.56'
N68°20'00"W 126.05'
S68°20'00"E 41.49'
S60°12'00"E 35.48'
37.02'
26.72'
26.57'
27.84'
69.58'
88.36'
67.76'
38.46'
58.94'
32.11'
36.00'
12.22'
38.00'
38.03'
55.26'
73.71'
35.00'
62.20'
62.48'
76.26'
102.72'
117.59'
83.14'
86.42'
65.00'
60.00'
70.00'
70.71'
78.86'
353.00'
485.37'
181.00'
140.00'
129.32'
63.45'
67.93'
60.38'
48.37'
100.00'
85.69'
143.73'
148.34'
58.94'
60.00'
80.00'
57.68'
55.26'
29.23'
86.30'
69.16'
106.69'
295.94'
65.00'
50.00'
162.92'
162.10'
60.02'
43.00'
78.80'
76.00'
65.00'
226.95'
60.00'
65.00'
65.00'
65

P942-A

60

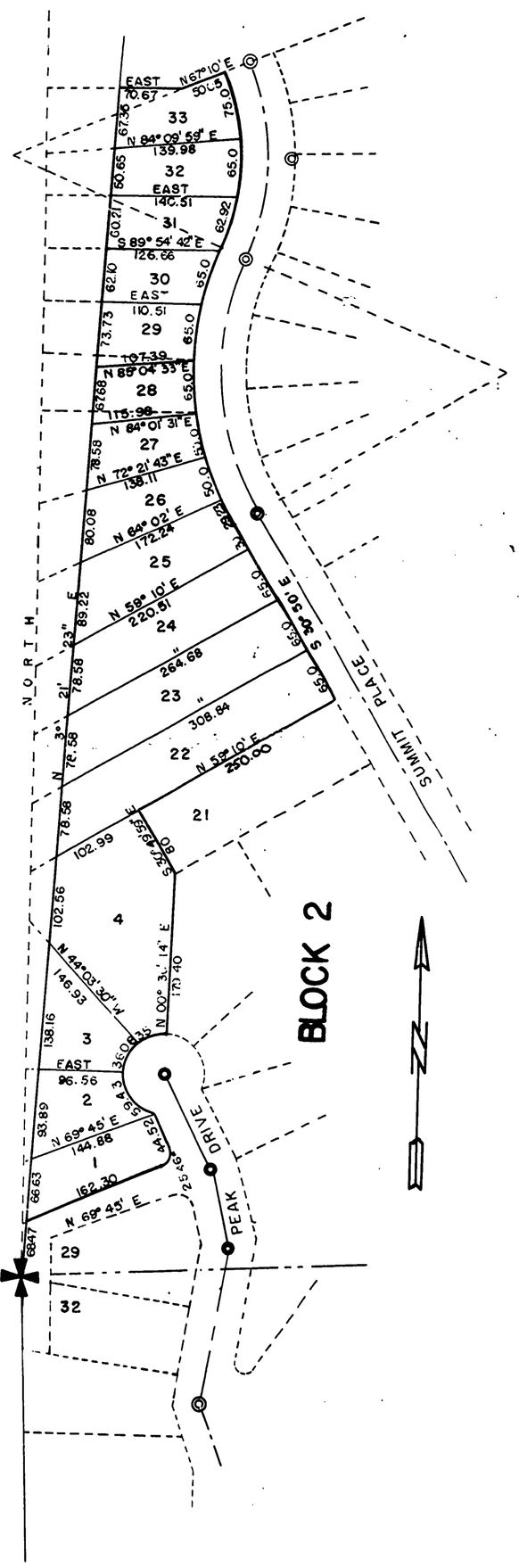
271

GLENHAVEN LAKES

REPLAT OF DIVISION #5, BLOCK 2

SECTION 29 & 32, T37N, R4E, W.M.

WHATCOM COUNTY, WASHINGTON



DESCRIPTION OF REPLAT OF GLENHAVEN LAKES DIV. #5

I, EDWARD M. PAULSEN, DO HEREBY CERTIFY THAT THIS REPLAT OF DIVISION NUMBER 5 OF GLENHAVEN LAKES, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIRMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT PROVISION FOR ALL MONUMENTS AND STAKES HAVE BEEN PROVIDED ON THE GROUND; AND THAT THE REPLAT COVERS AND EMBRACES THAT PORTION OF THE NW¼ SEC. 32, T 37 N, R 4 E; W.M. AND THAT PORTION OF THE SW¼ SEC. 29, T 37N, R5E, W.M., DESCRIBED AS FOLLOWS; COMMENCING AT A POINT N 3° 21' 23" E AND 68.47' FROM THE NW CORNER OF SEC. 32, T37N, R4E, W.M., THENCE N 3° 21' 23" E – 1265.34'; THENCE EAST – 70.67'; THENCE N 67° 10' 00" E 50.05'; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 252.70' AND A CENTRAL ANGLE OF 46° 00' 00" A DISTANCE OF 202.87', THIS BEING THE MOST WESTERLY RIGHT OF WAY LINE OF SUMMIT PLACE ROAD; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 344.02' TO THE MOST WESTERLY RIGHT OF WAY LINE AND HAVING A CENTRAL ANGLE OF 54° 00' 00" FOR A DISTANCE 324.21'; THENCE S 30° 50' 00" E – 225.00'; THENCE S 59° 10' 00" W – 250.00'; THENCE S 30° 49' 59" E – 80.00'; THENCE S 00° 30' 14" W – 179.40'; THENCE WESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 45.00' FOR A DISTANCE OF 130.51, WHICH IS THE WESTERLY RIGHT OF WAY LINE OF PEAK DRIVE ROAD; THENCE S 27° 30' 00" E – 44.52'; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 15.00' FOR A DISTANCE OF 25.46'; THENCE S 69° 45' 00" W – 162.30' TO THE TRUE POINT OF BEGINNING.

EDWARD M. PAULSEN STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER

Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE OWNER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER THE AUDITOR'S FILE NO. 958118 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A. J. MACMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS, AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE FOR GRADING; EXCEPT THAT TRACTS "A,B,&C" AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES, INC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS July 21 DAY OF July, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE C. ANGELL, D.B.A. GLENHAVEN LAKES
CONTRACT PURCHASERS

BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 21 DAY OF July, 1964, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN AS INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SUCH PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE PURPOSES AND USES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION WAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Theresa Turesky
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 21 DAY OF July, 1964, BEFORE ME, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR., AND LAWRANCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

George Turesky Jr.
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 21 DAY OF JULY, 1964.

ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 21 DAY OF July, 1964.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 24th DAY OF July, 1964.

ATTEST: Lois Hansen
CLERK OF THE BOARD

V. J. Vaineras
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Corey, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON; DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 21st DAY OF July, 1964.

Hugh Corey
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF _____ ON THE 27 DAY OF July, 1964. AT _____ MINUTES PAST _____ AND RECORDED IN VOLUME 9 OF PLATS, PAGES 60 OF THE RECORDS OF THE RECORDS OF SAID COUNTY.

Wella Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

P942-A

b2

D/RC 166282 Rec 72 Cy 758 6/1/77

EXHIBIT G

GLENHAVEN LAKES
DIVISION NUMBER 6
SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 6 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HERE ON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND, AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS; COMMENCING AT A POINT BEING THE INTERSECTION OF THE CENTER LINE OF RAINBOW DRIVE AND THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 5; THENCE N 60° 12' 00" W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 196.91'; THENCE N 29° 48'00" E, 78.86'; THENCE N 68° 20'00" W BEING RADIAL, 168.72' TO THE INTERSECTION WITH THE EASTERLY BOUNDARY OF EAST ALDER DRIVE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 90.68' AND A CENTRAL ANGLE OF 117° 30' 00", A DISTANCE OF 185.95', THENCE S 84° 10' 00" W, 121.97'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 153.58' AND A CENTRAL ANGLE OF 86° 16' 15", A DISTANCE OF 231.23', THENCE S 80° 26' 15" W BEING. RADIAL 60.00' TO A POINT BEING AN INTERSECTION OF THE WESTERLY BOUNDARY OF EAST ALDER DRIVE AND THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 213.58' AND A CENTRAL ANGLE OF 3° 37' 15", A DISTANCE OF 13.50'; THENCE N 5° 56' 30" W, 484.91'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS 152.02' AND A CENTRAL ANGLE OF 14° 21' 08", A DISTANCE OF 38.08'; THENCE N 69° 42' 22" E BEING RADIAL 60.00'; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 75° 38' 52" A DISTANCE OF 39.61'; THENCE N 84° 03' 30" E, 242.75'; THENCE S 75° 20' 00" E, 606.29'; THENCE S 53° 18' 00" E, 273.88'; THENCE S 36° 42' 00" W, 251.91'; THENCE S 16° 20' 00" W, 465.54'; THENCE S 29° 48' 00" W, 75.32' MORE OR LESS TO AN INTERSECTION OF THE EASTERLY BOUNDARY OF RAINBOW DRIVE AND THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE N 60° 12' 00" W, 30.00' TO THE TRUE POINT OF BEGINNING.

Edward M Paulsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 958118 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE C. ANDELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189 - 191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 12 DAY OF August, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, D.B.A. GLENHAVEN LAKES CONTRACT PURCHASERS

BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 14th DAY OF August, 1964.

ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 14 DAY OF August, 1964.

Patrick Irvin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 14th DAY OF August, 1964.

ATTEST: Wella Hansen
CLERK OF THE BOARD

D'O Kleinman
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Corey, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 14th DAY OF August, 1964

Hugh Corey By C. L. Bowles Adm. asst.
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF _____ ON THIS 14th DAY OF August, 1964 AT _____ MINUTES PAST _____ AND RECORDED IN VOLUME 9 OF PLATS, PAGES 62&63 OF THE RECORDS OF SAID COUNTY.

Wella Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

For Declaration Covenants & Restrictions See Vol 17 Page 814 Aug 14, 1964
Amended deed of covenants & restr. Vol 329 pg 46 OR 4-7-77
CI BP H 15-78697 RW 46 P 2255 6/23/78

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 12th DAY OF August, 1964, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 12th DAY OF August, 1964, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR., AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

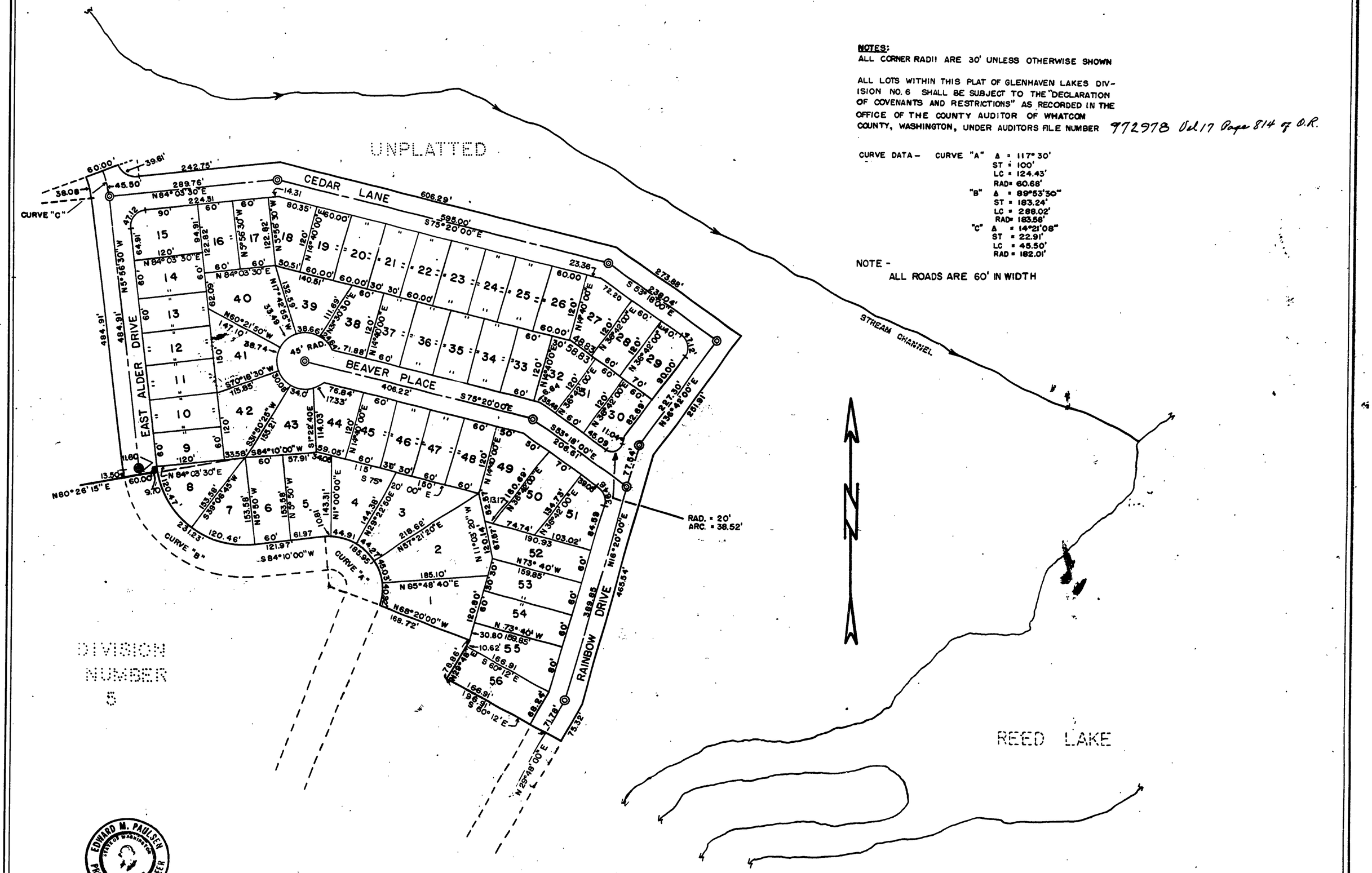
272

SHEET 1 OF 2

GLENHAVEN LAKES
DIVISION NUMBER 6

SECTION 29, T37N, R4E, W.M. WHATCOM COUNTY, WASH.

SCALE 1" = 100'



NOTES:

ALL CORNER RADII ARE 30' UNLESS OTHERWISE SHOWN

ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 6 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITORS FILE NUMBER 772978 Vol 17 Page 814 of D.R.

CURVE DATA – CURVE "A" Δ = 117° 30'
ST = 100'
LC = 124.43'
RAD = 60.68'
"B" Δ = 89°53'30"
ST = 183.24'
LC = 288.02'
RAD = 183.58'
"C" Δ = 14°21'08"
ST = 22.91'
LC = 45.50'
RAD = 182.01'

NOTE –
ALL ROADS ARE 60' IN WIDTH

EDWARD M. PAULSEN
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL ENGINEER

Edward M. Paulsen
July 10, 1964

EXHIBIT H

GLENHAVEN LAKES
DIVISION NUMBER 7
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

974005

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 7 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS; COMMENCING AT A POINT ON THE WEST BOUNDARY OF THE SW 1/4 SEC. 29, T37N, R4E, W. M. BEING THE NW CORNER OF THE REPLAT OF GLENHAVEN LAKES DIV. 5 BLOCK 2; THENCE N 3° 21' 23"E AND FOLLOWING THE WEST BOUNDARY OF SAID SW 1/4 800.00'; THENCE N47° 43' 20"E, 180.13'; THENCE EAST, 250.00'; THENCE S49° 31' 00"E, 159.64'; THENCE S29° 30' 00"W, 10.00'; THENCE S60° 30' 00"E, 122.35'; THENCE S87° 00' 00"E, 509.33'; THENCE S64° 11' 10"E, 275.48'; THENCE S55° 19' 00"E, 247.85'; THENCE S36° 42' 00"W, 90.73'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 90° A DISTANCE OF 47.12' TO A POINT ON THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 6 ; THENCE N53° 18' 00"W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 183.88'; THENCE N75° 20' 00"W, 606.29'; THENCE S84° 03' 30"W, 242.75'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 75° 38' 52" FOR A DISTANCE OF DISTANCE OF 39.61'; THENCE S69° 42' 22"W BEING RADIAL 60.00' TO A POINT ON THE WEST BOUNDARY OF SAID PLAT; THENCE SOUTHERLY AND FOLLOWING THE WEST BOUNDARY OF SAID PLAT ON A CURVE TO THE LEFT HAVING A RADIUS OF 152.02' AND A CENTRAL ANGLE OF 14° 21' 08" A DISTANCE OF 38.08'; THENCE S5° 56' 30"E, 484.91'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 213.58' AND A CENTRAL ANGLE OF 3° 37' 15" A DISTANCE OF 13.50' TO A POINT BEING THE SW CORNER OF THE SAID PLAT; THENCE S80° 26' 15W AND FOLLOWING THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 5, 194.46'; THENCE N15° 00' 00"W, 50.00'; THENCE S67° 10' 00"W, 260.05'; THENCE EAST, 70.67' MORE OR LESS TO THE POINT OF BEGINNING

EDWARD M. PAULSEN REGISTERED PROFESSIONAL ENGINEER

Edward M Paulsen
REGISTERED PROFESSIONAL ENGINEER

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 4th DAY OF Septembere, 1964.

Ceo to Bond #901529641 V151 P1230 L12 T13 B1
re of corn
[illegible] 3/2/84
C to P 1623686 Rec 90 P465 10/22/84
1623857 Rec 90 P 066 12/28/84

J Fay
ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 4 DAY OF September, 1964.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 4th DAY OF Septembere, 1964.

ATTEST: Elsie Jacobs
CLERK OF THE BOARD

H O Halvorson
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Conn, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 4th DAY OF September, 1964.

Hugh Conn
TREASURE, WHATCOM COUNTY, WASHINGTON

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 958118 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 542089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUT AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROAD, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 28th DAY OF August, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER
BY Richard J Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, D.B.A. GLENHAVEN LAKES CONTRACT PURCHASERS

BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Edward Paulsen ON THIS 4th DAY OF September, 1964 AT 05 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 66&67 OF THE RECORDS OF SAID COUNTY.

Wella Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM
ON THIS 28th DAY OF August, 1964, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

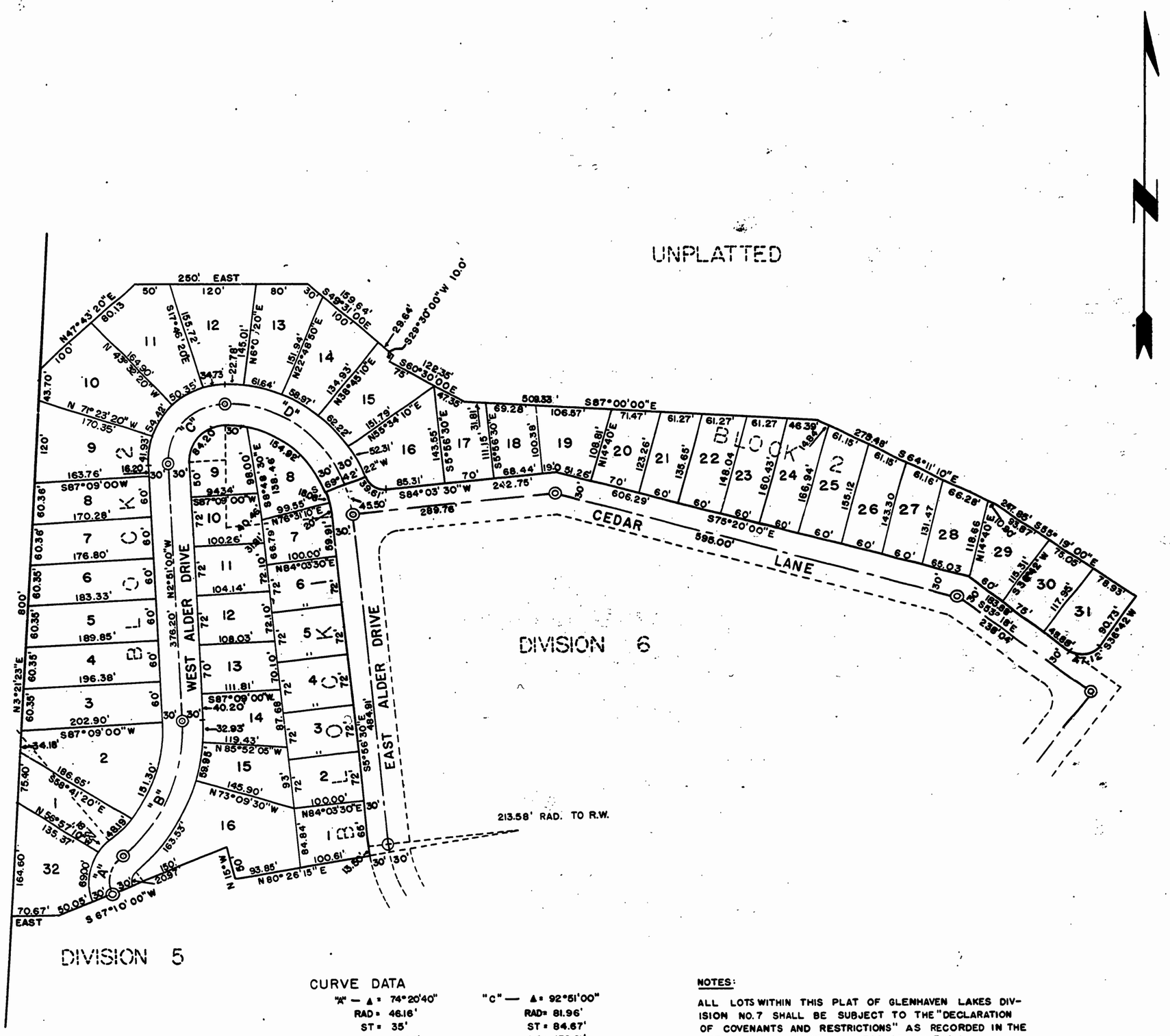
STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 28th DAY OF August, 1964, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

974208

GLENHAVEN LAKES
DIVISION NUMBER 7
SECTION 29, T37N, R4E, W.M.
WHATCOM COUNTY, WASH.
SCALE 1" = 100'



CURVE DATA

"A" — Δ = 74°20'40"	"C" — Δ = 92°51'00"
RAD = 46.16'	RAD = 81.96'
ST = 35'	ST = 84.67'
LC = 59.89'	LC = 132.81'
"B" — Δ = 54°21'40"	"D" — Δ = 69°42'22"
RAD = 240.27'	RAD = 182.01'
ST = 12338'	ST = 126.75'
LC = 227.95'	LC = 221.42'

30' RAD. LOTS 16, 31 BLOCK 2

NOTES:

ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 7 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITORS FILE NUMBER 974209 Vol 18 Page 664 of O.R.
amended decl of covens. + Restr
vol 329 pg 55 D.R. 4-7-77

ALL ROADS ARE 60' IN WIDTH

EXHIBIT I

GLENHAVEN LAKES
DIVISION NUMBER 8

SECTION 29 T37N, R4E, W. M.

978225

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 8 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W.M. DESCRIBED AS FOLLOWS; COMMENCING AT THE SE. CORNER OF THE PLAT OF GLENHAVEN LAKES DIV. 6; THENCE N29°48'00"E AND FOLLOWING THE EASTERLY BOUNDARY OF SAID PLAT 75.32'; THENCE N16°20'00"E 465.54' THENCE N36°42'00"E 251.91' TO THE N.E. CORNER OF SAID PLAT; THENCE N53°18'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 90.00' TO A POINT BEING THE INTERSECTION OF THE NORTH BOUNDARY OF SAID PLAT AND EASTERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 7; THENCE NORTH EASTERLY AND FOLLOWING THE EASTERLY BOUNDARY OF SAID PLAT ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 90° A DISTANCE OF 47.12'; THENCE N36°42'00"E 90.73' TO THE N.E. CORNER OF SAID PLAT; THENCE N55°19'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 247.85'; THENCE N64°11'10"W 275.48'; THENCE N87°00'00"W 342.34'; THENCE N2°11'30"W 216.54; THENCE N87°48'30E 333.82'; THENCE S59°26'30"E 764.99'; THENCE S45°42'00"W 136.93'; THENCE S36°42'00"W 47.12'; THENCE S64°00'00"E 750.00'; THENCE S52°39'30"E 322.34' MORE OR LESS TO A POINT BEING AN ANGLE IN THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 3; THENCE S15°08'38"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 260.17'; THENCE S58°34'13"W 210.95'; THENCE S68°37'45"W 246.98'; THENCE S85°45'50"W 541.52' TO AN INTERSECTION OF THE NORTHERLY BOUNDARIES OF THE PLATS OF GLENHAVEN LAKES DIV. 3 AND DIV. 5; THENCE N60°12'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF THE SAID PLAT OF DIV. 5 368.25' MORE OR LESS TO THE POINT OF BEGINNING.

EDWARD M. PAULSEN REGISTERED PROFESSIONAL ENGINEER

Edward M Paulsen
REGISTERED PROFESSIONAL ENGINEER

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 20 DAY OF NOVEMBER, 1964.

J Fay
ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 19 DAY OF November, 1964.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 20th DAY OF November, 1964.

ATTEST: Wella Hansen
CLERK OF THE BOARD

H Hollingsworth
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS IN INTEREST TO GENERAL BUILDING INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 958118 IN VOLUME 8, PAGE 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING. (SEE FOOTNOTE BELOW)

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 20th DAY OF October, 1964.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, D. B. A. GLENHAVEN LAKES CONTRACT PURCHASERS

BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT.

FOOTNOTE: TRACTS "A, B + C AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

978225

TREASURER'S CERTIFICATE

I Hugh Carey, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 20th DAY OF November, 1964

C. J. Hansen, Asst.
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF _____ ON THIS 20th DAY OF Nov, 1964 AT ____ MINUTE PAST ____ AND RECORDED IN VOLUME 9 OF PLATS, PAGES 69 & 70 OF THE RECORDS OF SAID COUNTY.

Wella Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

All in Book P 1619765 Wash. Records. th 1620

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 20th DAY OF October, 1964, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT OF GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS TO GENERAL BUILDING INCORPORATED AND FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

Noel M. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 20th DAY OF October, 1964, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THERIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

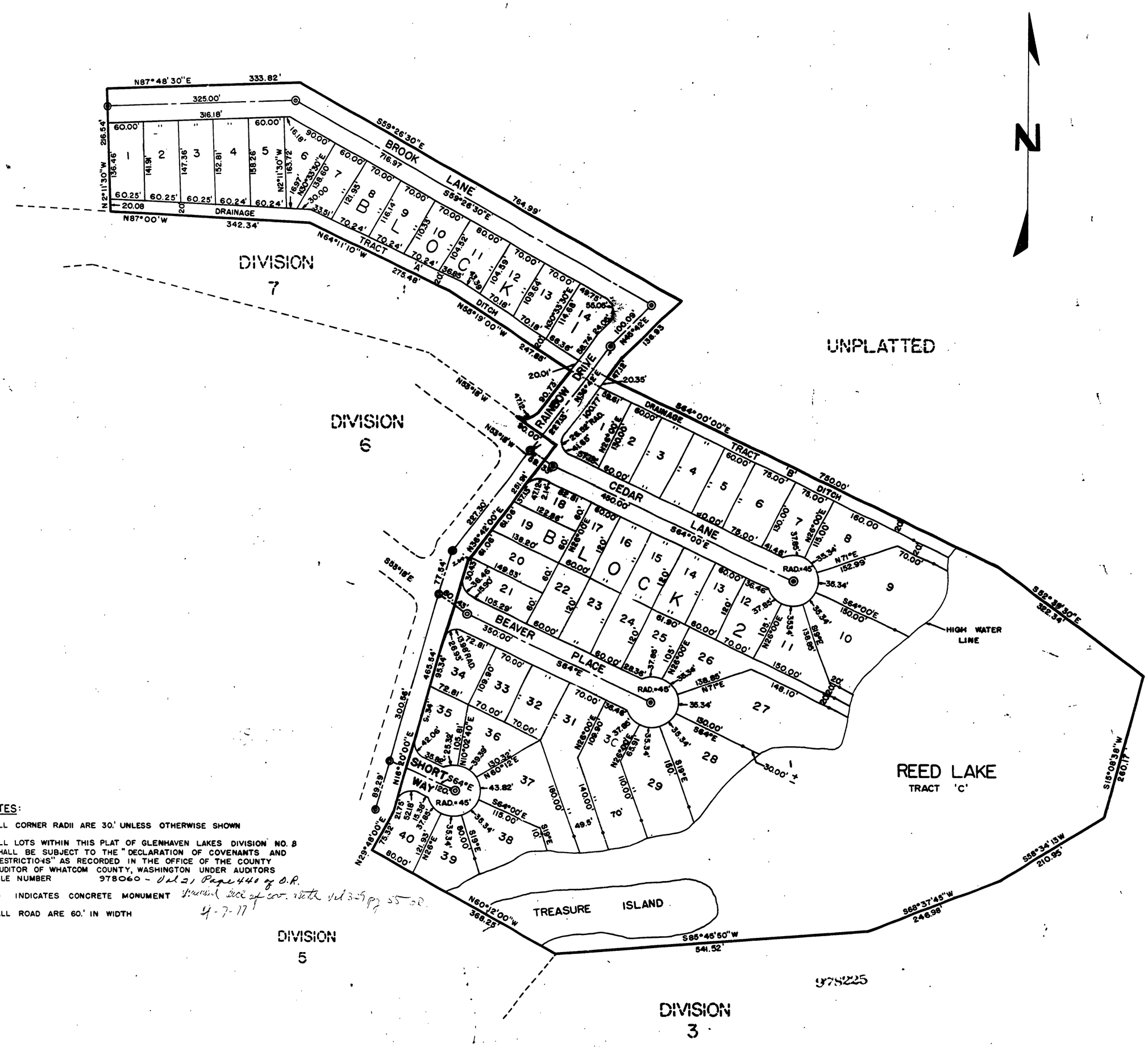
Noel M. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

GLENHAVEN LAKES
DIVISION NUMBER 8
SECTION 29 T37N, R4E, W. M.

SCALE : 1" = 100'

978225

70



NOTES:

1. ALL CORNER RADII ARE 30.' UNLESS OTHERWISE SHOWN
2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 8 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NUMBER 978060 - Vol 21 Page 440 of O.R.
3. ◎ INDICATES CONCRETE MONUMENT Unused deck of cov. with Vol 329 pg 55 O.R. 4-7-77
4. ALL ROAD ARE 60.' IN WIDTH

978225

SHEET 1 OF 2

277

EXHIBIT J

GLENHAVEN LAKES
DIVISION NUMBER 9
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASH.

For Declaration of Covenants + Restrictions see Vol 26 Page 282 73 of official records

DESCRIPTION

I EDWARD M. PAULSEN AND KNUD S. KNUDSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 9 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENT OF STATE LAW THAT ALL DISTANCE, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE S/W 1/4 SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS; COMMENCING AT THE N/W CORNER OF THE PLAT OF GLENHAVEN LAKES DIVISION NO. 8; THENCE S 2°11'30"E AND FOLLOWING THE WESTERLY BOUNDARY OF SAID PLAT 216.52'; THENCE N 87°00'W 166.99'; THENCE N 60° 30'W 122.35'; THENCE N 29°30'E 20.00'; THENCE NORTH 312.31'; THENCE N 50°48'30"E 445.94'; THENCE N 84°51'06"E 366.95'; THENCE S 14°11'W 40.90'; THENCE S 59°26'30"E 774.38'; THENCE N 27°43'45"E 370.38'; THENCE N58° 42' 25"E 680.41'; THENCE EAST 212.85' MORE OR LESS TO AN INTERSECTION WITH THE WEST BOUNDARY OF THE CAIN LAKE ROAD; THENCE SOUTHERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2895.00' AND A CENTRAL ANGLE OF 4°15'35" AND FOLLOWING THE WEST BOUNDARY OF THE CAIN LAKE ROAD 215.22'; THENCE NORTH WESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30' AND A CENTRAL ANGLE OF 95°50'50" 50.18'; THENCE EAST 102.74'; THENCE S58°42'25"W 580.12'; THENCE S27°43'45"W 367.71'; THENCE S37°12'00"W 215.43; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 24.64' AND A CENTRAL ANGLE OF 101°12' 43.52'; THENCE S64°E 470.'; MORE OR LESS TO AN INTERSECTION WITH THE HIGH WATER LINE OF REED LAKE; THENCE SOUTHERLY AND FOLLOWING THE HIGH WATER LINE OF REED LAKE TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIVISION NO. 8; THENCE N64°W AND FOLLOWING THE NORTH BOUNDARY OF SAID DIVISION NO. 8 670' MORE OR LESS TO AN INTERSECTION WITH THE EAST BOUNDARY OF RAINBOW DRIVE AS SHOWN ON THE PLAT OF SAID DIVISION NO. 8; THENCE N36°42'00"E 47.12'; THENCE N45°42'E 136.93'; THENCE N59°26'30"W 764.99'; THENCE S87°48'30"W 333.82' MORE OR LESS TO THE POINT OF BEGINNING.

Edward M Paulsen
REGISTERED PROFESSIONAL ENGINEER

(SEAL)

Knud S Knudsen
REGISTERED PROFESSIONAL LAND SURVEYOR

(SEAL)

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 1ST DAY OF APRIL, 1965.

C J Foy
ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 8 DAY OF April, 1965.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 8th DAY OF April, 1965.

ATTEST: Elsie Lewis
CLERK OF THE BOARD

H. C. Halvorson
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS IN INTEREST TO GENERAL BUILDING INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATER, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITORS FILE NO. 958118 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROAD, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING. TRACT A AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB INC.
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 1st DAY OF APRIL, 1965.

GEORGE COBELENS, WALLACE WINTERS, AND MARIE E. WINTERS, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, AND IVA WHITTAKER TRUDELL. FEE SIMPLE OWNERS.

BY Richard J Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, D.B.A. GLENHAVEN LAKE CONTRACT PURCHASERS

BY Glen Corning
GLEN CORNING, PARTNER AN ATTORNEY-IN-FACT

TREASURER'S CERTIFICATE

Virgil Gerot, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 1st DAY OF April, 1965.

Virgil Gerot by: P. L. Hansen Asst
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Ed Paulsen ON THIS 8TH DAY OF APRIL, 1965. AT 52 MINUTES PAST 11 AM AND RECORDED IN VOLUME 9 OF PLATS, PAGES 73&74 OF THE RECORDS OF SAID COUNTY.

Wessa Jansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

(STATE OF WASHINGTON)
(COUNTY OF WHATCOM)
ON THIS 1st DAY OF April, 1965, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT OF GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS TO GENERAL BUILDING INCORPORATED AND FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

George Tweney Jr
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 1st DAY OF April, 1965, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THERIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

278

GLENHAVEN LAKES
DIVISION NUMBER 9

SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

SCALE : 1" = 100'

CURVE DATA

CURVE "A"
Δ = 143°
℄ R = 81.26'
L.C. = 202.80'
CURVE "B"
Δ = 101° 12'
R = 24.64'
L.C. = 43.52'

UNPLATTED

UNPLATTED

REED LAKE

DIVISION 8

HIGH WATER MARK

BROOK LANE

CREST LANE

MINK LANE

RAINBOW DRIVE

PINE LANE

CAIN LAKE ROAD

TRACT "A"

CURVE "A"

CURVE "B"

MATCH LINE

N

NOTES:

1. ALL CORNER RADII ARE 30.' UNLESS OTHERWISE NOTED
2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 9 SHALL BE SUBJECT TO THE " DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NUMBER
3. ◎ INDICATES CONCRETE MONUMENT
4. ALL ROADS ARE 60' IN WIDTH UNLESS OTHERWISE NOTED

990112

EXHIBIT K

GLENHAVEN LAKES
DIVISION NUMBER 10

SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

WE, EDWARD M. PAULSEN AND KNUD S. KNUDSEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIVISION NUMBER 10, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES, AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACTUATELY PLACED ON THE GROUND; AND THE PLAT COVERS AND EMBRACES THAT PORTION OF SEC. 29 T37N, R4E, W.M. DESCRIBED AS FOLLOWS; COMMENCING AT A POINT BEING THE INTERSECTION OF THE EAST BOUNDARY OF CREST LANE AND THE NORTH BOUNDARY OF THE PLAT OF DIVISION NUMBER 9; THENCE N 59° 26' 30" W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 176.65; THENCE N 30° 33' 30" E - 243.28; THENCE WESTERLY ON A CURVE HAVING A RADIUS 68.08 AND A Δ = 60° 52' 35", A DISTANCE OF 104.20; THENCE N 25° 17' 50" E - 60.00; THENCE N 64° 42' 10" W - 48.14; THENCE N 25° 17' 50" E - 120.00; THENCE N 54° 25' 15" E - 114.47; THENCE N 44° 33' 15" E - 141.83; THENCE N 30° 57' 45" E - 136.67; THENCE N 35° 24' 15" E - 370.05; THENCE N 31° 36' 15" E - 106.64; THENCE S 58° 23' 45" E - 10.00; THENCE N 31° 36' 15" E - 64.70; THENCE N 25° 22' 00" E - 140.55; THENCE N 41° 45' 15" E - 489.28; THENCE N 38° 59' 15" W - 302.11 MORE OR LESS TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE SE¼ OF THE NW¼ SEC. 29 T 37 N, R4E, W.M.; THENCE N 83° 19' 30" E FOLLOWING THE 1/16th LINE - 390.67 MORE OR LESS TO THE EAST 1/16th CORNER OF THE NW¼ OF SEC. 29 T37N, R4E, W.M.; THENCE S 87° 20' 20" E FOLLOWING THE 1/16th LINE 323.87 MORE OR LESS TO AN INTERSECTION WITH THE WEST BOUNDARY OF CAIN LAKE ROAD; THENCE FOLLOWING THE WEST BOUNDARY OF CAIN LAKE ROAD ON A CURVE TO THE RIGHT WITH A RADIUS OF 2835.00 AND Δ = 10° 38' 30", FOR A DISTANCE OF 295.14 MORE OR LESS; THENCE S 14° 29' 45" W - 874.31 MORE OR LESS; THENCE ON A CURVE TO THE SOUTH WITH A RADIUS = 2895.00 AND Δ = 16° 45' 30" FOR A DISTANCE O. 221.74 MORE OR LESS TO AN INTERSECTION WITH THE NORTH BOUNDARY OF DIVISION NUMBER 9; THENCE FOLLOWING THE NORTH BOUNDARY OF SAID PLAT ON A BEARING WEST - 212.85; THENCE S 58° 42' 25" W - 680.41; THENCE S 27° 43' 45" W - 370.38; THENCE N 59° 26' 30" W - 116.18 MORE OR LESS TO THE POINT OF BEGINNING.

(SEAL) EDWARD M. PAULSEN — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

Knud S. Knudsen
REGISTERED PROFESSIONAL SURVEYOR

(SEAL) KNUD S. KNUDSEN — STATE OF WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX, AS HER SEPARATE PROPERTY, FEE SIMPLE OWNER OF SAID LAND, BY RICHARD J. WATERS, HER ATTORNEY-IN-FACT, UNDER SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 958118, VOLUME 8, PAGES 133 AND 134 OF POWER OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, AND GLEN CORNING, ABNER LUDTKE, A. J. Mc MILLAN, MORSHA W. SMITH, A. J. HUTTON JR, AND LAWRENCE C. ANGELL, DOING BUSINESS IN PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, THEIR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189 TO 191 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT; AND IN LIEU OF DEDICATION OF ROADS SHOWN ON THIS PLAT HEREBY RESERVE FOREVER UNTO ALL PURCHASERS OF ALL LOTS AND TRACTS IN THIS PLAT AN EQUAL AND UNDIVIDED INTEREST IN ALL ROADS, WITH A PERMANENT EASEMENT FOR PUBLIC UTILITIES THEREON, WITH THE RIGHT TO DRAIN ALL ROADS, EASEMENTS AND PUBLIC SITES OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING; AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS AND EASEMENTS.

IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, D.B.A GLENHAVEN LAKE CONTRACT PURCHASERS.

BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 8TH DAY OF JULY, 1965.

(SEAL) JOHN T. LAY — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 12 DAY OF JULY, 1965.

W. G. Armstrong
VICE CHAIRMAN, WHATCOM COUNTY, PLANNING COMMISSION

COMMISSIONEER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONEERS OF WHATCOM COUNTY, THIS 12 TH DAY OF July, 1965.

ATTEST: Elva Lewis
CLERK OF THE BOARD

acting - R E Linaburg
CHAIRMAN, WHATCOM COUNTY COMMISSIONEERS

TREASURER'S CERTIFICATE

I Hugh Carey, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 22 DAY OF June, 1965.

(SEAL)

Hugh Carey By C. A. Hawkins Deputy
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Ed Paulsen ON THIS 12TH DAY OF July, 1965 AT 10 MINUTES PAST 10 AM AND RECORDED IN VOLUME 9 OF PLATS, PAGES 77-78 OF RECORDS OF SAID COUNTY.

Lilla Hansen
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 28th DAY OF June, 1965, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SUCH PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE PURPOSES AND USES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 28th DAY OF June, 1965, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL. WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

990112

GLENHAVEN LAKES
DIVISION NUMBER 10

SECTION 29 T37N, R4E, W. M.

SCALE 1" = 100'

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to

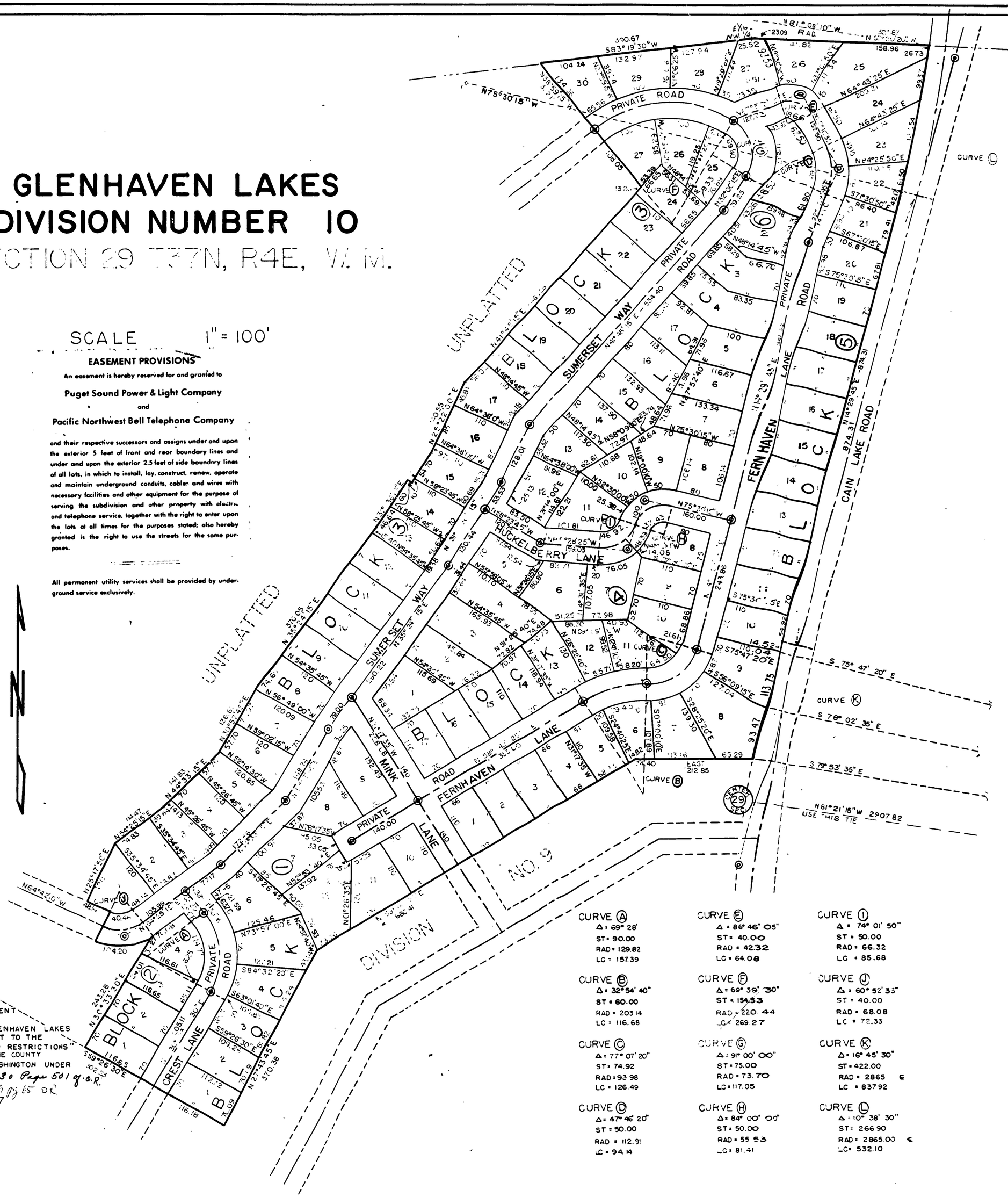
Puget Sound Power & Light Company

and

Pacific Northwest Bell Telephone Company

and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

All permanent utility services shall be provided by underground service exclusively.



NOTES:

1. ALL ROADS ARE 60' IN WIDTH.

2. ◎ INDICATES CONCRETE MONUMENT

3. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 10 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NO. 990114 Vol 30 Page 501 of O.R.
amended declaration of covenants & restr. Vol 329 Pg 65 DR
4-7-77

CURVE (A) Δ = 69° 28' ST = 90.00 RAD = 129.82 LC = 157.39	CURVE (E) Δ = 86° 46' 05" ST = 40.00 RAD = 42.32 LC = 64.08	CURVE (I) Δ = 74° 01' 50" ST = 50.00 RAD = 66.32 LC = 85.68
CURVE (B) Δ = 32° 54' 40" ST = 60.00 RAD = 203.14 LC = 116.68	CURVE (F) Δ = 69° 59' 30" ST = 154.33 RAD = 220.44 LC = 269.27	CURVE (J) Δ = 60° 52' 35" ST = 40.00 RAD = 68.08 LC = 72.33
CURVE (C) Δ = 77° 07' 20" ST = 74.92 RAD = 93.98 LC = 126.49	CURVE (G) Δ = 91° 00' 00" ST = 75.00 RAD = 73.70 LC = 117.05	CURVE (K) Δ = 16° 45' 30" ST = 422.00 RAD = 2865 LC = 837.92
CURVE (D) Δ = 47° 46' 20" ST = 50.00 RAD = 112.91 LC = 94.14	CURVE (H) Δ = 84° 00' 00" ST = 50.00 RAD = 55.53 LC = 81.41	CURVE (L) Δ = 10° 38' 30" ST = 266.90 RAD = 2865.00 LC = 532.10

KING 1665314 1602 to P 577- 4/63

83

EXHIBIT L

GLENHAVEN LAKES DIVISION NUMBER II

SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

WE, EDWARD M. PAULSEN AND KNUD S. KNUDSEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. II, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES, AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT MONUMENTS AND STAKES HAVE BEEN ADEQUATELY PLACED ON THE GROUND AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE W½ SEC. 29, T.37N., R4E., W.M. DESCRIBED AS FOLLOWS; COMMENCING AT A POINT, BEING THE N.W. CORNER OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 1; THENCE S38°59'15"E AND FOLLOWING THE WESTERLY BOUNDARY OF SAID PLAT 306.21'; THENCE S41°48'45"W, 45.00'; THENCE S25°30'00"W, 140.55'; THENCE S9°40'00" W, 64.00'; THENCE N68°20'00"W, 10.00'; THENCE S21°40'00"W, 160.04'; THENCE S6°59'24"E, 370.05'; THENCE S17°07'49"W, 130.00'; THENCE S44°24'15"W, 418.83'; THENCE S54°24'15"W, 114.42'; THENCE S35°17'30"W [illegible]; THENCE S0°48'30"E, 98.5'; THENCE EASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00' THROUGH AN ANGLE OF 90°00'28" A DISTANCE OF 94.24'; THENCE S 89°11'58"E, 98.08'; THENCE S 40°48'30" W, 245.00'; THENCE S 49°11'30" E ALONG THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 1 AND THE FOLLOWING PLAT BOUNDARY OF SAID PLAT 481.55'; THENCE [illegible] 60'; THENCE S 49°31'06" W, 366.95'; THENCE S 50°48'30"W, 445.94'; THENCE SOUTH 312.31', THENCE S 89°40'00"W, 10.00' MORE OR LESS TO AN INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 7; THENCE N 49°31'00" W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 150.64'; THENCE N 33°00'40" W, 48.48'; THENCE N 07°29'30"W, 216.47'; THENCE N 5°30'30"E, 229.6' MORE OR LESS TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF THE SW¼ OF THE NW¼ SEC. 29, T37N, R4E, W.M., THENCE N 84°51'06"E AND FOLLOWING THE SOUTH BOUNDARY OF THE SAID SW¼ OF THE NW¼ 1080.0' MORE OR LESS TO THE S¼ CORNER OF THE NW¼ OF SAID SECTION 29; THENCE N 2° 09'00"E AND FOLLOWING THE WEST BOUNDARY OF THE SE¼ OF THE NW¼ OF SEC. 29, 1391.21' MORE OR LESS TO THE CENTER OF SAID SEC. 29; THENCE N 89°51'06"E AND FOLLOWING THE NORTH BOUNDARY OF THE SAID SE¼ OF THE NW¼ 38.26' MORE OR LESS TO THE POINT OF BEGINNING.

(SEAL)

Edward M Paulsen
REGISTERED PROFESSIONAL ENGINEER

Knud S Knudsen
REGISTERED PROFESSIONAL SURVEYOR

(SEAL)

EDWARD M. PAULSEN REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX, AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF SAID LAND, BY RICHARD J. WATERS, HER ATTORNEY-IN-FACT, UNDER SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 958118, VOLUME 8, PAGES 133 AND 134 OF POWER OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MORSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, THEIR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189 TO 191 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT; AND IN LIEU OF DEDICATION OF ROADS SHOWN ON THIS PLAT HEREBY RESERVE FOREVER UNTO ALL PURCHASERS OF ALL LOTS AND TRACTS IN THIS PLAT AN EQUAL AND UNDIVIDED INTEREST IN ALL ROADS, WITH A PERMANENT EASEMENT FOR PUBLIC UTILITIES THEREON, WITH THE RIGHT TO DRAIN ALL ROADS, EASEMENTS AND PUBLIC SITES OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING; AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY RESONABLE GRADING OF BLOCKS AND EASEMENTS.

IVA WHITTAKER TRUDELL
FEE SIMPLE HOLDER

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, D.B.A. GLENHAVEN LAKE CONTRACT PURCHASERS.

BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 30th DAY OF AUGUST, 1965.

(SEAL)

ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 2 DAY OF September, 1965.

Patrick Irwin
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONEERS OF WHATCOM COUNTY, THIS [illegible] DAY OF [illegible], 1965.
ATTEST:

CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONEERS

TREASURER'S CERTIFICATE

I Hugh Corry, COUNTY TREASURER OF WHATCOM, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 30th DAY OF August, 1965.

(SEAL)

Hugh Corry By C L Bowman Asst.
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF [illegible] ON THIS 2nd DAY OF September, 1965 AT No MINUTES PAST 1 P.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 83 + 84 OF SAID COUNTY.

AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF WHATCOM
ON THIS 30th DAY OF August, 1965, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SUCH PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE PURPOSES AND USES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.
WITNESS MY HAND AND OFFCIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Jane W. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS [illegible] DAY OF August, 1965, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Jane W. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

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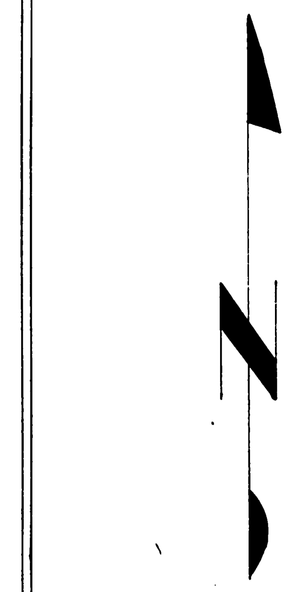
GLENHAVEN LAKES
DIVISION NUMBER 11
SECTION 29 T37N, R4E, W.M.
WHATCOM COUNTY, WASH.

SCALE – 1" = 100'



NOTE
1 ALL ROADS ARE 60' IN WIDTH EXCEPT AS SHOWN.
2 ◎ INDICATES CONCRETE MONUMENT
3 ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIV. NO. 11 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE AUDITORS OFFICE UNDER AUDITORS FILE NO. 993131 Vol 33 Pages 4 of O.R.

ALL ROADS IN THIS PLAT CALLED "GLENROADS" ARE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE AUDITORS OFFICE UNDER AUDITORS FILE NO. 990114.

CREEK EASEMENT ACROSS LOTS 1, 2 AND 3, BLK 6 SHALL BE FOR GENERAL PURPOSES INCLUDING MAINTENANCE, UTILITIES AND ACCESS BY MEMBERS OF GLENHAVEN LAKES COMMUNITY CLUB

Amended Lots 1 thru 4 Block 6 Vol 33 Pgs 74 of 4-7-77

STATE LAND UNPLATTED

DIVISION NO. 10

DIVISION NO. 9

CREEK EASEMENT— FOR FUTURE WATER SUPPLY INTAKE

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to

Puget Sound Power & Light Company

and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

All permanent utility services shall be provided by underground service exclusively.

CURVE DATA—

	Δ	ST	RAD.	L.C.
A	45°	42.42	102.41	80.43
B	45°	42.42	102.41	80.43
C	72°29'20"	45.00	61.38	77.65
D	99°46'45"	61.66	51.97	90.50
E	129°25'10"	148.15	70.00	158.10
F	106°08'50"	119.15	90.00	166.72
G	147°51'25"	69.42	20.00	51.66
H	149°53'15"	74.35	20.00	52.32
J	60°52'35"	40.00	68.08	72.33
K	54°	15.29	30.00	28.27

EXHIBIT M

GLENHAVEN LAKES
DIVISION NUMBER 12

SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

For declarations of covenants + restrictions see Vol 31 Page 366 of Official Records

DESCRIPTION

WE, EDWARD M. PAULSEN AND KNUD S. KNUDSEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 12, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES, AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE S½ SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS; COMMENCING AT THE N.E. CORNER OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 3 BEING AN INTERSECTION OF THE WEST BOUNDARY OF THE CAIN LAKE ROAD AND THE NORTH BOUNDARY OF SAID PLAT, THENCE N 89°55'43" W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 256.00 FEET MORE OR LESS TO AN INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 8, THENCE N 52°39' 30" W AND FOLLOWING THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 8 322.54'; THENCE N 64° W 80' MORE OR LESS TO THE HIGH WATER LINE ON THE WEST SIDE OF REED LAKE; THENCE NORTHERLY AND FOLLOWING THE SAID HIGH WATER LINE TO AN INTERSECTION WITH THE NORTHERLY BOUNDARY OF BLOCK I OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 9; THENCE N 64° W AND FOLLOWING SAID BOUNDARY OF SAID BLOCK I 470.00' MORE OR LESS; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.64' AND A CENTRAL ANGLE OF 101°12', 43.52', THENCE N 37°12' 00" E AND CONTINUING TO FOLLOW THE EASTERLY BOUNDARY OF THE SAID PLAT OF DIV. NO. 9, 215.43'; THENCE N 27°43'45" E, 367.71'; THENCE N 58°42' 25" E, 580.12'; THENCE EAST 102.74'; THENCE SOUTH EASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30' AND A CENTRAL ANGLE OF 95°50' 50", 50.18' MORE OR LESS TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF THE CAIN LAKE ROAD; THENCE SOUTHERLY AND FOLLOWING THE WEST BOUNDARY OF CAIN LAKE ROAD ON A CURVE HAVING A RADIUS OF 2995.00' AND A CENTRAL ANGLE OF 8°06' 35", 409.73'; THENCE S 2°15' 45" E, 574.80'; THENCE ON A CURVE TO THE RIGHT HAVING A RAD. OF 5700.00 AND A CENTRAL ANGLE OF 5°20', 530.54'; THENCE S 3° 04' 15" W, 65.63' TO THE POINT OF BEGINNING.

(SEAL) EDWARD M. PAULSEN REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER.

REGISTERED PROFESSIONAL LAND SURVEYOR

(SEAL) KNUD S. KNUDSEN State of Washington Registered Land Surveyor

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCCESSORS IN INTEREST TO GENERAL BUILDING INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 958118 IN VOLUME 8, PAGE 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA K. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES. SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY RESONABLE GRADING OF ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING. (SEE FOOTNOTE BELOW)

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 28th DAY OF July, 1965.

IVA WHITTAKER TRUDELL & GENERAL BUILDING INC.
FEE SIMPLE OWNERS

BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. HUTTON JR., A.J. McMILLAN, MOKSHA W. SMITH AND LAWRENCE C. ANGELL, D.B.A. GLENHAVEN LAKES CONTRACT PURCHASERS.

BY _____
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

FOOTNOTE: TRACTS "A" AND "B" AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 29th DAY OF July, 1965.

(SEAL)

ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 29th DAY OF July, 1965.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONEERS OF WHATCOM COUNTY, THIS 29th DAY OF July, 1965.

ATTEST: _____
CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONEERS

TREASURER'S CERTIFICATE

I Hugh Camp, COUNTY TREASURER OF WHATCOM, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 29th DAY OF July, 1965.

(SEAL)

TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Edward Paulsen ON THIS 29th DAY OF July, 1965 AT _____ MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 80-81 OF SAID COUNTY.

(SEAL)

AUDITOR, WHATCOM COUNTY, WASHINGTON

NOTE: ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIV. NO. 12 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITOR'S FILE NUMBER _____.

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 23rd DAY OF July, 1965, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT OF GEORGE COBELENS, WALLACE WINTER, AND MARIE E. WINTER, HIS WIFE, CARL MILLER AND HELEN M. MILLER, HIS WIFE, AND HILDA MILLER, A WIDOW, SUCESSORS TO GENERAL BUILDING INCORPORATED AND FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

ON THIS 28th DAY OF July, 1965, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Noel H. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to,

Puget Sound Power & Light Company

and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

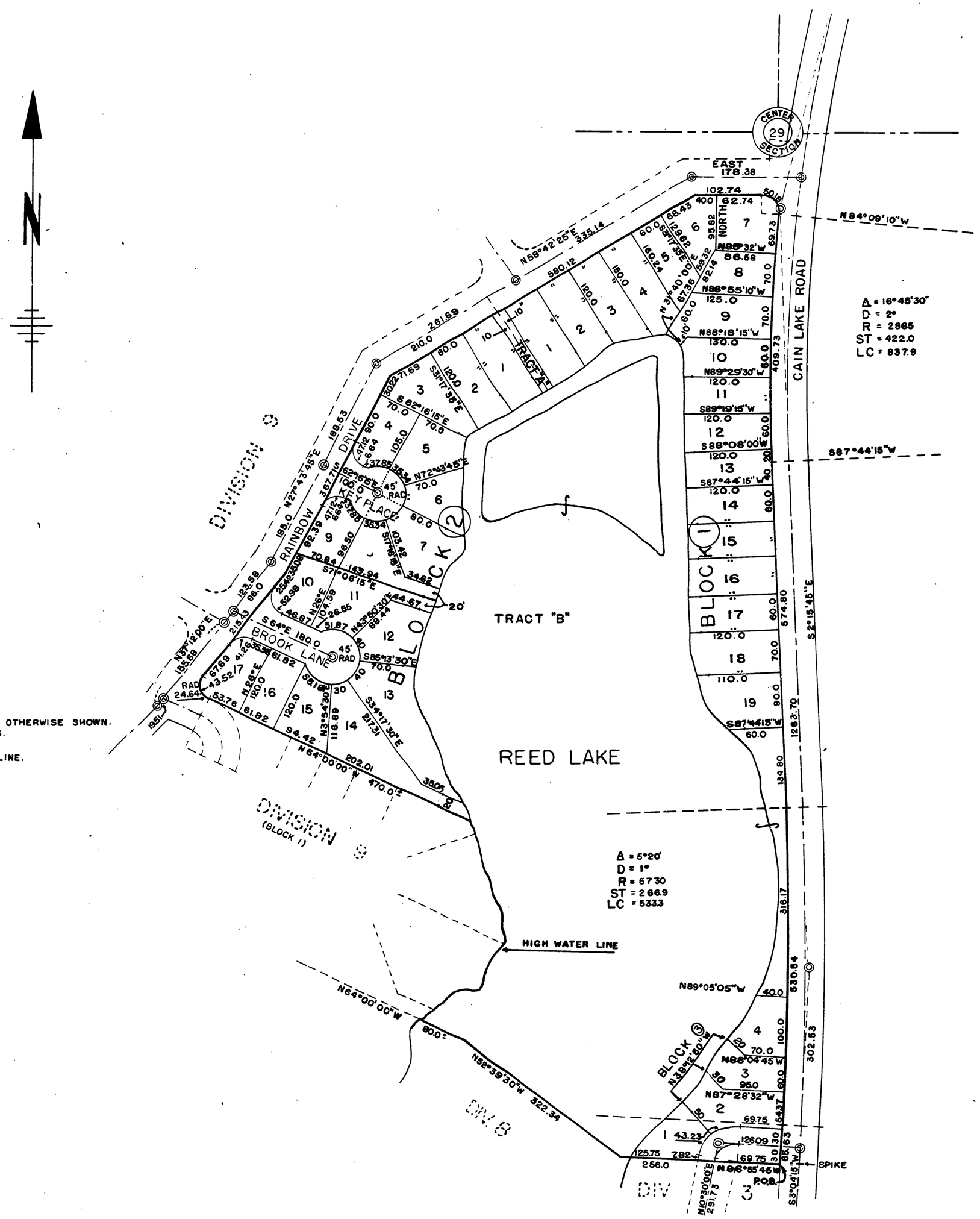
All permanent utility services shall be provided by underground service exclusively.

GLENHAVEN LAKES
DIVISION NUMBER 12

SECTION 29 T37N, R4E, W.M.

WHATCOM COUNTY, WASHINGTON

SCALE 1 INCH = 100 FEET



NOTE ←

1. ALL CORNER RADII ARE 30' UNLESS OTHERWISE SHOWN.
2. ◎ INDICATES CONCRETE MONUMENTS.
3. ALL ROADS ARE 60' IN WIDTH.
4. • INDICATES IRON PIPE SET ON LOT LINE.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-176

File ID:	AB2019-176	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/14/2019	**Entered by:**	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Ordinance		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Ordinance amending the Ferry System Petty Cash Revolving Fund from $1800.00 to $3300.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Recommend approval of the attached ordinance to increase the Ferry System Petty Cash Revolving Fund from $1800.00 to $3300.00

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT
Jon Hutchings
DIRECTOR

FERRY DIVISION
CIVIC CENTER ANNEX
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Chantelle Hilsinger, Ferry Coordinator CH

DATE: March 13, 2019

SUBJECT: Ordinance to Increase the Ferry System Petty Cash Revolving Fund from $1800.00 to $3300.00.

Requested Action:
Recommend approval of the attached ordinance to increase the Ferry System Petty Cash Revolving Fund from $1800.00 to $3300.00.

Background and Purpose:
The Public Works Ferry Division requests an increase of $100.00 per existing individual petty cash drawer to the Ferry System Petty Cash Revolving Fund for the purpose of selling single-ride passenger fares, selling single-ride vehicle/driver fares, and/or selling multi-ride punch cards on-board the Ferry, at the Ferry business office located in Bellingham, and at the Lummi Island Ferry office.

Additionally, a new position was created in the 2019 budget for a third Regular Relief on-board the Ferry and this position will need its own petty cash drawer.

Lastly to improve customer service, the Ferry Division has begun selling multi-ride punch cards at the Lummi Island Ferry office and is also in need of its own petty cash drawer.

For reference the petty cash for the Ferry Division will be allocated as follows:

On-board the Whatcom Chief:
-3 full time Pursers
-3 Deckhands who fill in as back-up Pursers
-3 Regular Reliefs who fill in as back-up Pursers

Off the Whatcom Chief:
-1 petty cash drawer for multi-ride punch card sales at the Ferry business office in downtown Bellingham.
-1 petty cash drawer for Ferry Administration staff to sell multi-ride punch cards at the Lummi Island Ferry office.

Information:
The Public Works Ferry System finds it necessary to increase its Petty Cash Revolving Fund in order to have change available when selling single-ride ferry fares and multi-ride punch cards. The amount now available is insufficient to conduct business transactions due to the high volume of transactions and larger bills presented for payment. This ordinance is to request an increase to the Ferry System Petty Cash Revolving Fund to a total of $3300.00 ($300 per petty cash drawer), and to request that a Treasurer's check be issued in the amount of $1500.00 for the purpose of increasing the Ferry System Petty Cash Revolving Fund.

If you have any questions or need additional information please call Chantelle Hilsinger at 6235. Thank you.

PROPOSED BY: Public Works Ferry Division
INTRODUCTION DATE:_____

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE FERRY SYSTEM PETTY CASH REVOLVING FUND FROM $1800.00 TO $3300.00

WHEREAS, it is necessary for the Ferry Division to maintain a Petty Cash Revolving Fund in order to have change available when selling single-ride passenger fares, single-ride vehicle/driver fares, and multi-ride punch cards; and

WHEREAS, a $400.00 Petty Cash Revolving Fund for the Ferry was established by Ordinance No. 88-15, increased to $800.00 by Ordinance No. 2002-042 on July 23, 2002, increased to $1000.00 by Ordinance No. 2006-042 on September 28, 2006, and increased to $1800.00 by Ordinance No. 2007-056 on October 23, 2007; and

WHEREAS, a new position was created in the 2019 budget for a third Regular Relief on the Ferry and this position will need its own petty cash drawer; and

WHEREAS, the Ferry Division has begun selling multi-ride punch cards at the Lummi Island Ferry office and is also in need of its own petty cash drawer; and

WHEREAS, the amount now available is insufficient and it is essential to have sufficient cash available to conduct business transactions on the Ferry, at the Ferry business office, and at the Lummi Island Ferry office.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the amount of the Petty Cash Revolving Fund for the Ferry be increased to $3300.00; and

BE IT FUTURE ORDAINED that a Treasurer's Check be issued in the amount of $1500.00 for the purpose of increasing the Ferry Fund Petty Cash Revolving Fund to $3300.00

ADOPTED this _____ day of _____, 20____.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browe, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

_____
Christopher Quinn
Senior Deputy Prosecuting Attorney/
Civil Division

WHATCOM COUNTY, WASHINGTON

_____
Jack Louws,
County Executive

( ) Approved ( ) Denied

Date Signed: _____

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-184

File ID:	AB2019-184	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/14/2019	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Ordinance		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project in the amount of $115,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project in the amount of $115,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Ord amend EWRRC project budget

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Executive

INTRODUCTION DATE: 03/26/19

ORDINANCE NO. _____

Ordinance amending Project Budget No. 2 (East Whatcom Regional Resource Center, as established through Ordinance 2008-025, eighth request, in the amount of $115,000, for a total project budget of $6,212,571

WHEREAS, the initial construction of the East Whatcom Regional Resource Center (EWRRC) was substantially completed in 2011; and

WHEREAS, on February 9, 2016 the Whatcom County Council approved Ordinance 2016-004 to increase the original project budget to expand the building to accommodate a food bank and multi-use facility; and

WHEREAS, on July 10, 2018 the Whatcom County Council approved Resolution 2018-025 to increase the REET I Fund contribution to the project budget by an additional $115,000 to supplement funding needed for the full design and build out of the EWRRC food bank distribution center and multi-use programming community space; and

WHEREAS, the $115,000 was transferred in 2018 and expenditure authority is now needed to be able to spend the funds,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2008-025 is hereby amended adding $115,000 of expenditure authority, as presented in Exhibit A, to the original project budget and subsequent amendments, for a total amended project budget of $6,212,571.

ADOPTED this _____ day of _____, 2019.

ATTEST:

_____
Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Rud Browne, Council Chair

APPROVED AS TO FORM:

_____
Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

_____
Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: _____

EXHIBIT A

EAST WHATCOM REGIONAL RESOURCE CENTER
Amendment #8

Account	Description	Current Amended Project Budget	Amendment #8 to Ord. 2008-025	Total Amended Project Budget
	Expenditures			
6510	Small Tools & Equipment	$10,000		$10,000
6610	Contracted Services	$1,050,000	$115,000	$1,165,000
6630	Professional Services	$880,000		$880,000
7060	Repairs & Maintenance	$109,478		$109,478
7350	Buildings and Structures	$4,048,093		$4,048,093
		$6,097,571	**$115,000**	**$6,212,571**
	Revenues			
4333.1421	HUD-CDBG	$1,000,000		$1,000,000
4333.1422	HUD-CDBG	$750,000		$750,000
4334.0421	DCD-E Whatcom Reg Res Ctr	$1,723,750		$1,723,750
8301	REET I	$300,000	$115,000	$415,000
8301.332	EDI (Public Utilities Improvement Fund)	$2,323,821		$2,323,821
		$6,097,571	**$115,000**	**$6,212,571**

Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-187

File ID:	AB2019-187	**Version:**	1	**Status:**	Agenda Ready
File Created:	03/19/2019	**Entered by:**			
Department:	Council Office	**File Type:**	Ordinance		
First Assigned to:	Council				
Agenda Date:	03/26/2019	**Next Mtg. Date:**		**Hearing Date:**	

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Ordinance for March 26 Intro

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY:_____
INTRODUCTION DATE: MARCH 26, 2019

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE CHAPTER 2.128, BUSINESS AND COMMERCE ADVISORY COMMITTEE, TO REVISE MEMBERSHIP

WHEREAS, on May 22, 2018, the Whatcom County Council adopted Ordinance 2018-030, creating the Whatcom County Business and Commerce Advisory Committee (BCAC); and

WHEREAS, the primary purpose of the BCAC is to provide the County Council with advise on issues, including regulations and policies that could impact local businesses, industry, or economic development; and

WHEREAS, membership of the BCAC currently includes elected officials, representatives of the county's institutions of higher education, and representatives of internet technology, manufacturing, food processing, recreation, retail, marine trades, commercial real estate, agriculture, and energy industries; and

WHEREAS, the Council wishes to revise committee membership to include one representative from the health care industry and one representative from construction.

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.128 is hereby amended as outlined in Exhibit A to this ordinance.

ADOPTED this _____ day of _____, 2019.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

_____
Civil Deputy Prosecutor

_____
Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: _____

EXHIBIT A

CHAPTER 2.128
Business and Commerce Advisory Committee

Sections:

2.128.010 Established
2.128.020 Purpose
2.128.030 Function
2.128.040 Membership
2.128.050 Organization - Meetings

2.128.010 Established.

The Whatcom County business and commerce advisory committee is hereby established. (Ord. 2018-030 Exh. A).

2.128.020 Purpose.

The committee will advise the Whatcom County council on issues, including regulations and policies that could impact local businesses, industry, or economic development. (Ord. 2018-030 Exh. A).

2.128.030 Function.

The committee will report directly to the county council as necessary to carry out the following functions:

A. Review and provide recommendations on comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County; and

B. Assist the county and provide recommendations on efforts to improve business conditions, environment and infrastructure; and

C. Assist and develop recommendations for comprehensive economic development efforts of associate development organizations (ADO) and other issues impacting business in Whatcom County; and

D. Develop recommendations and strategies for ensuring the county applies a client-focused approach to supporting businesses with regulations, permitting, and planning. (Ord. 2018-030 Exh. A).

2.128.040 Membership.

A. The committee shall be composed of ~~18~~ 19 members serving four-year terms.

B. The following designated officials shall be nonvoting members:

1. One member of the Whatcom County council;
2. County executive or designee;
3. City of Bellingham mayor or designee;
4. Port of Bellingham executive director or designee; and
5. One representative from the small cities, designated by the Small Cities Caucus.

C. The county council shall appoint one member representing for-profit entities in each of the following industries:

1. Internet technology;
2. Manufacturing;
3. Food processing;
4. Recreation;
5. Retail;
6. Marine trades;
7. Commercial real estate;
8. Agriculture;
9. Energy industry; and
10. Health Care.

D. The county council shall also appoint:

1. Two members representing for-profit business entities in any industry, including those listed in subsection C of this section; and
2. Two nonvoting members representing the county's institutions of higher education (Western Washington University, Whatcom Community College, the Northwest Indian College, and Bellingham Technical College).

E. No two appointed members may represent or be employed by the same company or organization.

F. The term of office for appointed members shall be four years; provided, that the terms of those first appointed shall be staggered so that five will be appointed for two years and six will be appointed for four years. (Ord. 2018-030 Exh. A).

2.128.050 Organization – Meetings.

A. Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. The committee shall determine its own meeting schedule but shall meet at least four times per year and attempt to complete its work as expeditiously as possible.

C. At every meeting, the committee will schedule an open session to take public comment on local business issues. Written records of meetings, resolutions, findings, and recommendations shall be kept and such records shall be public. The county council and county executive shall receive meeting minutes on a regular basis.

D. The committee shall adopt its own rules and procedures for the conduct of business.

E. The committee shall elect a chairperson from among its members who shall preside at its meetings.

F. The committee shall comply with Whatcom County Charter Section 4.20, Qualifications, and with Chapter 2.03 WCC, Boards and Commissions. (Ord. 2018-030 Exh. A).

2.128.055 Committee staffing.

The Port of Bellingham office of director of economic development shall provide staffing for the committee. (Ord. 2018-030 Exh. A).