

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 AGENDA PACKET FOR MAY 7, 2019

INCLUDES INFORMATION FOR THE FOLLOWING MEETINGS:

NATURAL RESOURCES COMMITTEE (10:30 A.M.)

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

PUBLIC WORKS AND HEALTH COMMITTEE (1:30 P.M.)

PLANNING AND DEVELOPMENT COMMITTEE (3 P.M.)

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

MAY 13 – 17
CANDIDATE FILING WEEK

MAY 14, 2019
10:30 A.M. – SURFACE WATER WORK SESSION
GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET

MAY 21, 2019
REGULAR COUNCIL AND COMMITTEE MEETINGS
311 GRAND AVENUE

MAY 27, 2019
HOLIDAY – OFFICE CLOSED

JUNE 4, 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

NATURAL RESOURCES COMMITTEE

Members: Barry Buchanan, Todd Donovan, Satpal Sidhu

10:30 a.m. Tuesday, May 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Committee Discussion and Recommendation to Council

1. AB2019-260 Report from Whatcom County's Parks and Recreation Department
Page 1

Other Business

Adjourn

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Carol Frazey, Satpal Sidhu

11 a.m. Tuesday, May 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

County Executive's Report

Special Presentation

1. AB2019-228 Annual presentation on the efforts of the Commission on Sexual & Domestic Violence
Page 2
2. AB2019-259 Report from Whatcom County's Facilities Management Department
Page 3

Committee Discussion and Recommendation to Council

1. AB2019-267 Request authorization for the County Executive to enter into an agreement between Whatcom County and Compass Health and T-Mobile West LLC for Third Amendment to Site Easement with Options
Pages 4 - 26
2. AB2019-250 Request authorization for the County Executive to enter in to a Cooperative Agreement with the US Army Corps of Engineers for repairs to the Twin View Levee along the left bank of the Nooksack River near the town of Everson in the amount of \$357,500 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 27 - 41
3. AB2019-211 Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to provide match funds for continuing The Projects for Assistance in Transition from Homelessness (PATH) federal grant activities in Whatcom County, in the amount of \$75,469.
Pages 42 - 49

4. AB2019-254 Request authorization for the County Executive to award Bid #19-25 and enter into a contract between Whatcom County and Cowden, Inc., for the supply of crushed aggregate to be stockpiled at various Whatcom County pit sites including Point Roberts, Lummi Island and Whatcom County's Abel Pit and used by the Public Works-Maintenance and Operations Division for the annual chip sealing program; additionally, work shall include hauling of ditching waste material from Point Roberts to Whatcom County mainland, in the amount of \$843,248.00

Pages 50 - 60

5. AB2019-273 Request approval of the Economic Development Investment (EDI) Board's recommendations for funding of the Port of Bellingham's request for a grant in the amount of \$750,000, and of the Whatcom County Sheriff's request for a grant in the amount of \$515,000

Pages 61 - 102

Other Business

Adjourn

PUBLIC WORKS AND HEALTH COMMITTEE

Members: Barbara Brenner, Barry Buchanan, Carol Frazey

1:30 p.m. Tuesday, May 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Committee Discussion and Recommendation to Council

1. AB2019-262 Resolution in the matter of considering vacation of Safsten Road
Pages 103 - 105
2. AB2019-266 Consideration of citizen appeal of address change due to road naming requirement
Pages 106 - 118

Committee Discussion

3. AB2019-134 Discussion regarding an 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
Pages 119 - 162

Other Business

Adjourn

PLANNING AND DEVELOPMENT COMMITTEE

Members: Barbara Brenner, Tyler Byrd, Todd Donovan

3 p.m. Tuesday, May 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Committee Discussion

1. AB2019-255 Request County Council review and approval of the Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulations (this plan will guide public participation efforts relating to comprehensive plan and development regulation amendments)

Pages 163 - 186

Other Business

Adjourn

COUNCIL AGENDA

REGULAR COUNCIL MEETING
7 p.m. WEDNESDAY, May 7, 2019
Council Chambers, 311 Grand Avenue

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.

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. AB2019-167 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 187 - 229

2. AB2019-223 Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry; the proposal would modify a policy relating to ferry level of service and delete a policy relating to a ferry feasibility study
(Recommended motion: Forward for concurrent review. This ordinance cannot be adopted this evening. The Council must consider initiated comprehensive plan amendments concurrently so that the cumulative effect of the various proposals can be evaluated. All proposed amendments will be scheduled together for final adoption at a later date.)
Pages 230 - 244

3. AB2019-248 Ordinance amending the Whatcom County Unified Fee Schedule to include language regarding reducing recidivism, job loss, and education disruption caused by low income County residents serving jail time in other jurisdictions by allowing them to continue to attend school or work if the offense allows for day release in Whatcom County
Pages 245 - 249

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.

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2019-267 Request authorization for the County Executive to enter into an agreement between Whatcom County and Compass Health and T-Mobile West LLC for Third Amendment to Site Easement with Options
Pages 4 - 26

2. AB2019-250 Request authorization for the County Executive to enter in to a Cooperative Agreement with the US Army Corps of Engineers for repairs to the Twin View Levee along the left bank of the Nooksack River near the town of Everson in the amount of \$357,500 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 27 - 41

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Pages 50 - 60

5. AB2019-273 Request approval of the Economic Development Investment (EDI) Board's recommendations for funding of the Port of Bellingham's request for a grant in the amount of \$750,000, and of the Whatcom County Sheriff's request for a grant in the amount of \$515,000
Pages 61 - 102

(From Council Public Works and Health Committee)

6. AB2019-262 Resolution in the matter of considering vacation of Safsten Road
Pages 103 - 105

7. AB2019-266 Consideration of citizen appeal of address change due to road naming requirement
Pages 106 - 118

(From Council Planning and Development Committee)

8. AB2019-255 Request County Council review and approval of the Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulations (this plan will guide public participation efforts relating to comprehensive plan and development regulation amendments)
Pages 163 - 186

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-200 Appointment to the Solid Waste Advisory Committee, Business/Industry representative, partial term ending 1/31/2020, applicant: Rodd Pemble (committee provides ongoing public input and advise to Whatcom County on solid waste management issues)
Pages 250 - 254
2. AB2019-235 Appointment to the Wildlife Advisory Committee, applicant: Trevor Delgado (committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan)
Pages 255 - 258
3. AB2019-240 Appointment to the Surface Mining Advisory Committee, representing Forestry, applicant: Aubrey Stargell (committee advises the Whatcom County Planning and Development services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive Plan)
Pages 259 - 260
4. AB2019-242 Appointment to fill one vacancy on the Business and Commerce Advisory Committee, representing for-profit, applicants: Mr. Dana Weber, Ms. Valeri Wade, and Sarah Rothenbuhler (no two appointed members may represent or be employed by the same company or organization)
Pages 261 - 275

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. AB2019-249 Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board
Pages 276 - 281
2. AB2019-263 Ordinance amending the 2019 Whatcom County Budget, request no. 7, in the amount of \$907,787
Pages 282 - 295

3. AB2019-265 Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 1
Pages 296 - 300

4. AB2019-261 Receipt of application for the Business and Commerce Advisory Committee, representing Health Care Industry, applicant: Debbie Ahl (committee advises the Whatcom County Council on issues that could impact local businesses, industry, or economic development; application deadline for this vacancy is 10:00 a.m. May 14, 2019)
Pages 301 - 305

5. AB2019-268 Receipt of applications for the Surface Mining Advisory Committee, applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user) (this committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive plan; application deadline for these vacancies is 10 a.m. May 14, 2019)
Pages 306 - 319

6. AB2019-272 Receipt of application for the Forestry Advisory Committee, forest product manufacturer representative, term ending 1/31/2023, applicant: Eric Jacoby (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry; application deadline for this vacancy is 10a.m. May 14, 2019)
Pages 306 - 319

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN

WHATCOM COUNTY COUNCIL ACTION TAKEN – April 23, 2019

CALL TO ORDER

Councilmembers Present: Brenner, Browne, Buchanan, Byrd, Sidhu, Frazey
Absent: Donovan

FLAG SALUTE

ANNOUNCEMENTS

SPECIAL PRESENTATION

1. AB2019-252 County Executive Jack Louws will present his State of the County address
Presented

MINUTES CONSENT

1. MIN2019-032 Board of Health for April 2, 2019
Approved Consent 6-0

PUBLIC HEARINGS

1. AB2019-190 Ordinance establishing temporary installation of stop signs during construction of the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project
Adopted 6-0, Ordinance 2019-032
2. AB2019-207 Ordinance adopting amendments to WCC Title 20 Zoning, amending the lot coverage limits for public community facilities in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts
Adopted 6-0, Ordinance 2019-033

OPEN SESSION

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

1. AB2019-219 Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific Surveying and Engineering, Inc. to provide on-call professional land surveying services for 2019-2020 in the amount not-to-exceed \$100,000
Approved Consent 6-0
2. AB2019-225 Request authorization for the County Executive to award Bid #19-24 and enter into a contract between Whatcom County and Lakeside Industries, Inc., for annual hot mix asphalt prelevel work in an amount not to exceed \$1,137,999.00
Approved Consent 6-0
3. AB2019-237 Request authorization for the County Executive to enter into the 2019-2020 Collective Bargaining Agreement between Whatcom County and Teamsters Local 231 representing Master employees
Approved Consent 6-0
4. AB2019-238 Request authorization for the County Executive to enter into the 2019-2020 Collective Bargaining Agreement between Whatcom County and Washington State Nurses Association
Approved Consent 6-0
5. AB2019-241 Request authorization for the County Executive to enter into a contract between Whatcom County and the Whatcom Humane Society to provide animal control and shelter services, in the amount of \$398,130
Approved Consent 6-0
6. AB2019-230 Request approval for the County Executive to award Bid #19-15 Rental Rates for Maintenance and Construction Equipment Without Operator to all bidders
Approved Consent 6-0

WHATCOM COUNTY COUNCIL ACTION TAKEN – April 23, 2019

7. AB2019-236 Request approval to use Pierce County's RFP #2007, and authorization for the County Executive to enter into a 3-year contract with K&H Integrated Printing Solutions for the printing and processing services for elections, in an amount not to exceed \$750,000.00 annually
Approved Consent 6-0

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2019-179 Ordinance amending WCC 2.120.040 Membership- Term of Office for Surface Mining Advisory Committee
Adopted 6-0, Ordinance 2019-034

(From Council Finance and Administrative Services Committee)

2. AB2019-227 Request authorization for the County Executive to enter in to an Interlocal Agreement between Whatcom County Flood Control Zone District and Diking District #2 to provide cost-share funding for the Sande-Williams Levee Rehabilitation in the net amount of \$68,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Approved 6-0
3. AB2019-201 Ordinance amending the 2019 Whatcom County Budget, request no. 5, in the amount of \$1,613,991
Adopted 6-0, Ordinance 2019-035
4. AB2019-202 Ordinance amending the project budget for the Jail Improvement Fund, request no. 4
Adopted 6-0, Ordinance 2019-036
5. AB2019-203 Ordinance amending the project budget for the New Jail Fund 2013-2014, request no. 4
Adopted 6-0, Ordinance 2019-037
6. AB2019-220 Ordinance amending the 2019 Whatcom County Budget, sixth request, in the amount of \$836,000
Adopted 5-1, Frazey opposed, Ordinance 2019-038
7. AB2019-211 Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to provide match funds for continuing The Projects for Assistance in Transition from Homelessness (PATH) federal grant activities in Whatcom County, in the amount of \$75,469
Held in Committee
8. AB2019-218 Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Administrative Services Organization for participation in the Integrated Care Network to provide behavioral health services in the North Sound Regional Service Area
Approved 6-0
9. AB2019-221 Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Skagit County for Skagit County's administration of the Housing Community Development Block Grant, in the amount of \$2,000
Approved 6-0
10. AB2019-239 Resolution of the Whatcom County Council updating the Appendix of the 2015 Comprehensive Economic Development Strategy (CEDS)
Amended and approved 6-0, Resolution 2019-023

(No Committee Assignment)

11. AB2019-253 Resolution supporting fare share funding bills before the Legislature
Approved 6-0, Resolution 2019-024

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-224 Request confirmation of Executive Louws reappointment of Arlene Feld to the North Sound Behavioral Health Organization Advisory Board
Confirmed 6-0
2. AB2019-234 Request confirmation of the County Executive's appointment of Michael Parker to the Whatcom County Housing Advisory Committee
Confirmed 6-0

WHATCOM COUNTY COUNCIL ACTION TAKEN – April 23, 2019

INTRODUCTION ITEMS

1. AB2019-223 Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry; the proposal would modify a policy relating to ferry level of service and delete a policy relating to a ferry feasibility study
Introduced 6-0
2. AB2019-248 Ordinance amending the Whatcom County Unified Fee Schedule to include language regarding reducing recidivism, job loss, and education disruption caused by low income County residents serving jail time in other jurisdictions by allowing them to continue to attend school or work if the offense allows for day release in Whatcom County
Introduced 6-0
3. AB2019-200 Receipt of application for the Solid Waste Advisory Committee, Business/Industry representative, partial term ending 1/31/2020, applicant: Rodd Pemble (committee provides ongoing public input and advise to Whatcom County on solid waste management issues) (Application deadline for this vacancy is 10 a.m. April 30, 2019)
Introduced 6-0
4. AB2019-235 Receipt of application for the Wildlife Advisory Committee, applicant: Trevor Delgado (committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan) (Application deadline for this vacancy is 10 a.m. April 30, 2019)
Introduced 6-0
5. AB2019-240 Receipt of application for the Surface Mining Advisory Committee, representing Forestry, applicant: Aubrey Stargell (committee advises the Whatcom County Planning and Development services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive Plan) (Application deadline for this vacancy is 10:00 a.m. April 30, 2019)
Introduced 6-0
6. AB2019-242 Receipt of application for the Business and Commerce Advisory Committee, representing for-profit, retail, applicant: Mr. Dana Weber (committee advises the Whatcom County Council on issues, including regulations and policies that could impact local businesses, industry, or economic development) (Application deadline for this vacancy is 10:00 a.m. April 30, 2019)
Introduced 6-0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN

The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, May 7, 2019 in the Council Chambers, 311 Grand Avenue, Bellingham



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-260

File ID: AB2019-260 **Version:** 1 **Status:** Agenda Ready
File Created: 04/23/2019 **Entered by:** skorthui@co.whatcom.wa.us
Department: County Executive's Office **File Type:** Report

First Assigned to: Council Natural Resources Committee

Agenda Date: 05/07/2019 **Next Mtg. Date:** **Hearing Date:**

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

TITLE FOR AGENDA ITEM:

Report from Whatcom County's Parks and Recreation Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Parks and Recreation Director Michael McFarlane will present his report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-228

File ID: AB2019-228 **Version:** 1 **Status:** Agenda Ready

File Created: 04/09/2019 **Entered by:** DBrown@co.whatcom.wa.us

Department: Council Office **File Type:** Presentation

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date: 05/07/2019 **Next Mtg. Date:** **Hearing Date:**

Primary Contact Email: [Click here to enter text.](#)

TITLE FOR AGENDA ITEM:

Annual presentation on the efforts of the Commission on Sexual & Domestic Violence

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Annual presentation on the efforts of the Commission on Sexual & Domestic Violence

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: AB2019-259

File ID:	AB2019-259	Version:	1	Status:	Agenda Ready
File Created:	04/23/2019	Entered by:	skorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: RNey@WhatcomCounty.us

TITLE FOR AGENDA ITEM:

Report from Whatcom County's Facilities Management Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Facilities Management Manager Rob Ney will present his report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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: AB2019-267

File ID:	AB2019-267	Version:	1	Status:	Agenda Ready
File Created:	04/24/2019	Entered by:			
Department:	Facilities Management Division	File Type:	Agreement		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Compass Health 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:
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Attachments: Memo, Contract Information Sheet, Third Amendment to Site Easement

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
ADMINISTRATIVE SERVICES
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

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 Compass Health, a Washington public benefit corporation (collectively, "**Landlord**"), Compass Health being the successor by merger to Whatcom Counseling and Psychiatric Clinic, a Washington nonprofit corporation, 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's and Tenant's predecessors 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 June 26, 2014 Articles of Merger, dated June 19, 2014 (the "**Articles**") were filed with the Washington Secretary of State, evidencing Whatcom Counseling and Psychiatric Clinic's merger with Compass Health. The Articles state Compass Health was the surviving entity of the merger;

C. 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;

D. 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;

E. 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: Chris Listfeld

Printed Name: Chris Listfeld

Title: Real Estate Project Manager

Date: 3/22/2019

LANDLORD:

Compass Health, a Washington public benefit corporation

By: Tom Sebastian

Printed Name: Tom Sebastian

Title: CEO

Date: 4/17/19

Whatcom County

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS ON FOLLOWING PAGES

Approved at to form Civil Prosecuting Attorney:

Karen [Signature]

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Tom Sebastian 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 Compass Health, 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: 4/17/2019
Melissa Judd
Notary Public
Title of office: Executive Assistant
My appointment expires: 5/4/2020

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

Approved to form Civil Prosecuting Attorney:

A handwritten signature in blue ink, appearing to read "Kane H. ...".

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chris Listfeld 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 Project Manager (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: 3/22/2019
Peri Tobin

Notary Public
Title of office: Real Estate Specialist
My appointment expires: 8/21/2020



EXHIBIT B-1

DESCRIPTION OF PREMISES/SITE PLAN

See attached drawings

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF CROWN CASTLE. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO CROWN CASTLE'S STRICTLY PROHIBITED.

SITE NAME
 KAFE RADIO/COUNTY CLINIC

B.U.N.
 824942

SITE ADDRESS
 3655 E. MCLEOD ROAD
 BELLINGHAM, WA 98226
 WHATCOM COUNTY



ambit consulting
 2000 10TH AVENUE, SUITE 200
 TACOMA, WASHINGTON 98402
 PH. (253) 572-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/19	SUBMITTAL	DK

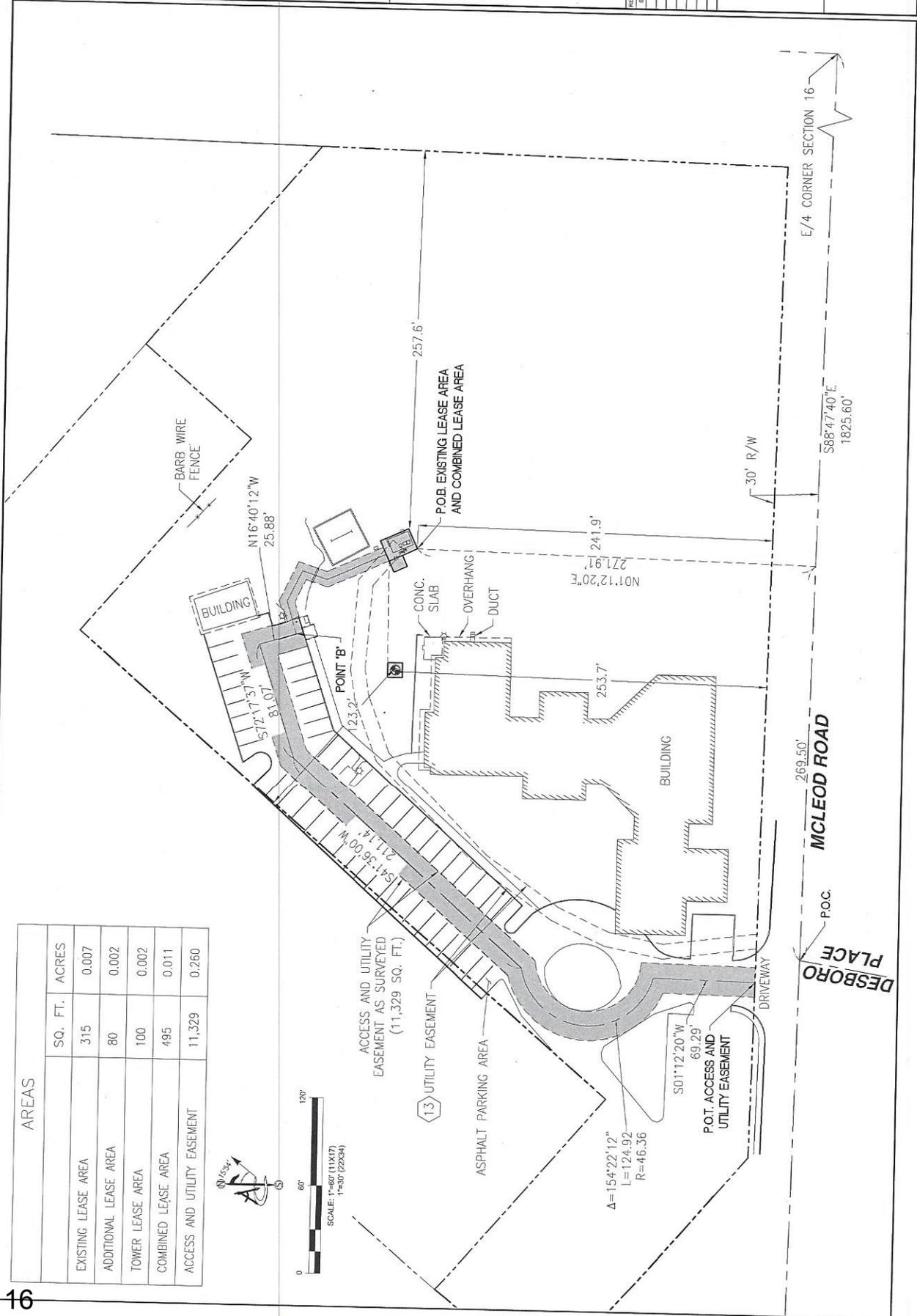
SHEET TITLE
 OVERALL
 DETAIL

SHEET NO.
 LS-2

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	



SCALE: 1"=80' (1:672)
 1"=80' (2:264)





PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET IS THE PROPERTY OF CROWN CASTLE. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO CROWN CASTLES IS STRICTLY PROHIBITED.

SITE NAME
 KAFE RADIO/COUNTY CLINIC

B.U.N.
 824942

SITE ADDRESS
 3645 E. INGLEDOD ROAD
 BELLINGHAM, WA 98226
 WHATCOM COUNTY

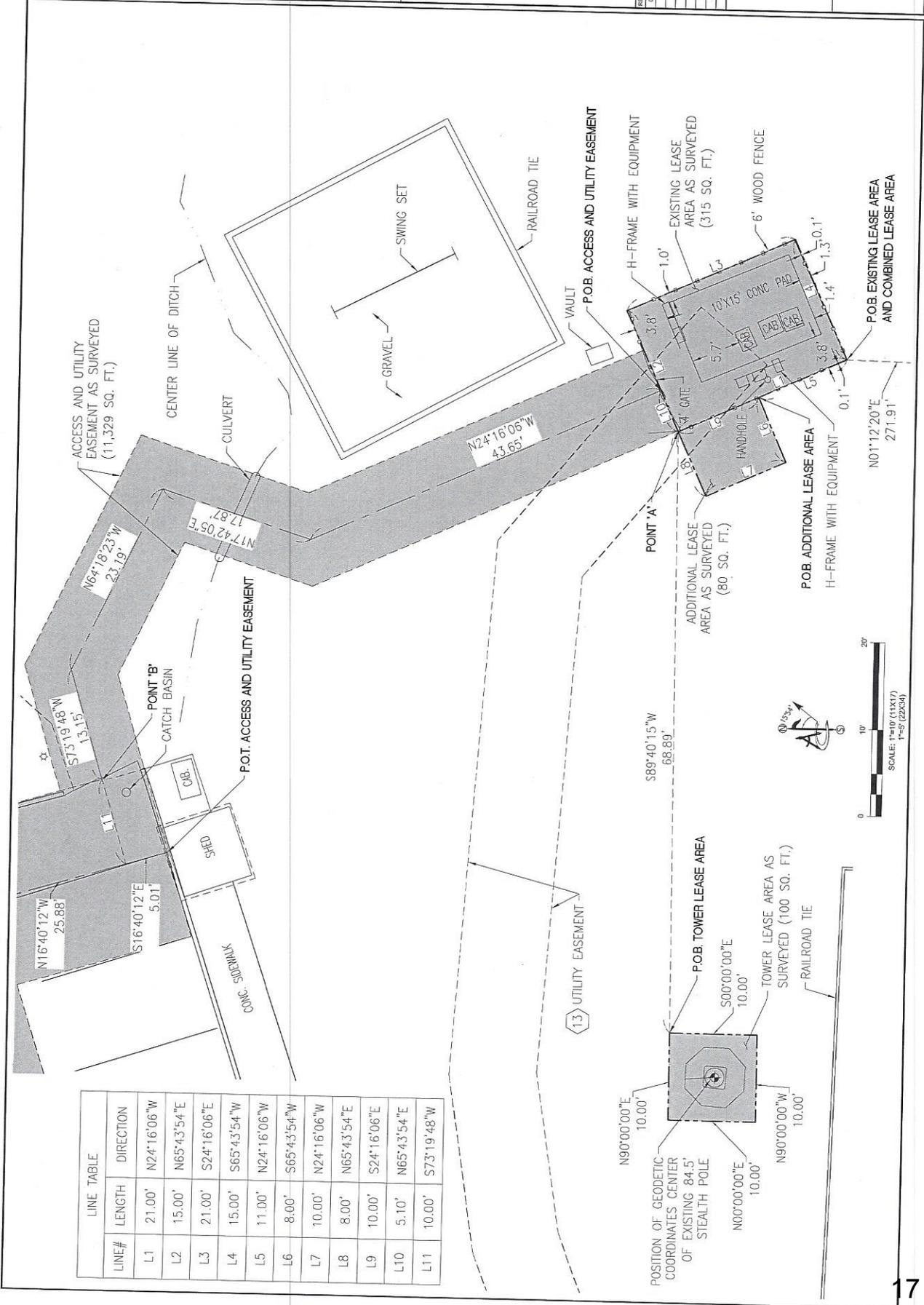


ambit consulting
 2000 UNIVERSITY BLVD, SUITE 300
 TACOMA, WASHINGTON 98402
 PH. (253) 572-9181

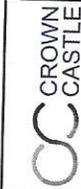
REV.	DATE	DESCRIPTION	BY	CHK.
1		INITIAL		
2		SUBMITTAL		

SHEET TITLE
 SITE
 DETAIL

SHEET NO.
 LS-3



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



PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED HEREIN IS SET FORTH IN CONFIDENTIALITY TO CROWN CASTLE. ANY USE OR DISCLOSURE OTHER THAN AS STATED IS STRICTLY PROHIBITED.

SITE NAME
KAFE RADIO/COUNTY CLINIC

B.U.N.
 824942

SITE ADDRESS
 3645 E ALCEDO ROAD
 BELLINGHAM, WA 98226

WHATCOM COUNTY



ambit consulting
 2000
 TACOMA, WASHINGTON 98402
 PH. (253) 372-9181

REV.	DATE	DESCRIPTION	BY	CHK
0	1/17/2018	SUBMITTAL		

SHEET TITLE
LEGAL DESCRIPTIONS

SHEET NO.
LS-4

ADDITIONAL LEASE AREA LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 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 ALONG THE SOUTH LINE OF SAID SECTION 16, 1825.60 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 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 HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 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 ALONG THE SOUTH LINE OF SAID SECTION 16, 1825.60 FEET;

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

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

THENCE SOUTH 24°16'06" EAST, 10.00 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 SOUTH 24°16'06" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80 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 HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 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 ALONG THE SOUTH LINE OF SAID SECTION 16, 1825.60 FEET;

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

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

THENCE SOUTH 24°16'06" EAST, 10.00 FEET;

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

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

THENCE SOUTH 24°16'06" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

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

EXISTING LEASE AREA LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 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 ALONG THE SOUTH LINE OF SAID SECTION 16, 1825.60 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 SOUTH 24°16'06" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 24°16'06" WEST, 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 A FOREMENTIONED 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 00°00'00" WEST, 10.00 FEET;

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

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

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

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:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER WITH THE SOUTHEASTERLY LINE OF THE M.T. 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.

MORNER 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 NORTH 49° 23' EAST TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST TO THE EAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH TO A POINT ON THE EAST LINE TO A POINT

WHICH BEARS SOUTH 49° 23' EAST FROM THE POINT OF BEGINNING SAID POINT AND BEING THE SOUTHEAST CORNER OF THE TRACT CONVEYED TO G. W.

MORNER AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 970784; THENCE NORTH 49° 23' WEST TO THE POINT OF BEGINNING, LESS ROADS; AND COMMENCING AT THE NORTHEAST INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, WITH THE SOUTHEASTERLY LINE OF THE M.T. 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 M.T. BAKER HIGHWAY 450.74 FEET TO A POINT; THENCE SOUTH 40°37' WEST ALONG THE SOUTHEASTERLY LINE OF THE M.T. 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; THENCE SOUTHEASTERLY LINE OF THE M.T. BAKER HIGHWAY; THENCE NORTH 40°37' EAST ALONG SAID SOUTHEASTERLY LINE OF M.T. 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 HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972, AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285.

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 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 ALONG THE SOUTH LINE OF SAID SECTION 16, 1825.60 FEET;

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

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

THENCE SOUTH 24°16'06" EAST, 10.00 FEET;

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

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

THENCE SOUTH 24°16'06" EAST, 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 41°36'00" WEST, 81.07 FEET;

THENCE NORTH 21°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 NORTH 01°12'20" WEST, 69.29 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ALCEDO ROAD AND THE POINT OF TERMINUS.

CONTAINING 11,329 SQUARE FEET, OR 0.260 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 HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 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 ALONG THE SOUTH LINE OF SAID SECTION 16, 1825.60 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 SOUTH 24°16'06" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 24°16'06" WEST, 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 A FOREMENTIONED 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 00°00'00" WEST, 10.00 FEET;

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

THENCE SOUTH 00°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 HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 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 ALONG THE SOUTH LINE OF SAID SECTION 16, 1825.60 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 SOUTH 24°16'06" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 24°16'06" WEST, 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 A FOREMENTIONED 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 00°00'00" WEST, 10.00 FEET;

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

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

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



PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET
 IS 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
 3635 E. MCLEOD ROAD
 BELLINGHAM, WA 98228
 WHATCOM COUNTY



ambit consulting
 3000 15th Avenue SW
 Tacoma, Washington 98402
 PH. (253) 372-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/19	SUBMITTAL	CK

SHEET TITLE
NOTES

SHEET NO.

LS-5

SCHEDULE 'B' NOTES

REFERENCE IS MADE TO A TITLE REPORT, ORDER NO. CRC-WC-1192020-C, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, DATED SEPTEMBER 20, 2018. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

SCHEDULE "B" EXCEPTIONS 1-10 ARE NOT SURVEY MATTERS AND CANNOT BE PLOTTED.

11. LAND LEASE BETWEEN WHAT COUNTY AND WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION, DATED MAY 1, 1972 RECORDED MAY 26, 1972, IN VOLUME 166 PAGE 450, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - BLANKET IN NATURE**
12. TERMS AND CONDITIONS OF UNRECORDED EASEMENTS EVIDENCED BY MEMORANDUM OF EASEMENT BETWEEN WHATCOM COUNTY AND WHATCOM COUNSELING AND PSYCHIATRIC CLINIC, INC. A NON-PROFIT CORPORATION AND VOICESTREAM P/SS PCS, L.P., BY VOICE STREAM PV/SS PCS HOLDINGS, L.P., ITS GENERAL PARTNER, DATED MAY 21, 2004 RECORDED NOVEMBER 8, 2006, AS INSTRUMENT NO. 206101075, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - NOT DEFINED**
13. UTILITIES EASEMENT BETWEEN WHATCOM COUNTY, A WASHINGTON MUNICIPAL CORPORATION AND BLACK ROCK CABLE, A NEVADA CORPORATION, D/B/A BLACK ROCK CABLE INC., REGISTERED TO DO BUSINESS IN THE STATE OF WASHINGTON, DATED FEBRUARY 8, 2013 RECORDED FEBRUARY 12, 2013, AS INSTRUMENT NO. 2130201541, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - PLOTTED**
14. TERMS AND CONDITIONS OF UNRECORDED LEASE AS EVIDENCED BY MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT BETWEEN T-MOBILE WEST TOWER LLC, A DELAWARE LIMITED LIABILITY COMPANY AND CCTWO LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED DECEMBER 20, 2014 RECORDED DECEMBER 22, 2014, AS INSTRUMENT NO. 2141202448, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - NOT DEFINED**

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 Compass Health, a Washington public benefit corporation (collectively, "**Landlord**"), Compass Health being the successor by merger to Whatcom Counseling and Psychiatric Clinic, a Washington nonprofit corporation, 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's and Tenant's predecessors 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. On or about June 26, 2014 Articles of Merger, dated June 19, 2014 (the "**Articles**") were filed with the Washington Secretary of State, evidencing Whatcom Counseling and Psychiatric Clinic's merger with Compass Health. The Articles state Compass Health was the surviving entity of the merger.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

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

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: 

Printed Name: Chris Listfeld

Title: Real Estate Project Manager

Date: 3/22/2019

LANDLORD:

Compass Health, a Washington public benefit corporation

By: 

Printed Name: Tom SEBASTIAN

Title: CEO

Date: 4/17/19

Whatcom County

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS ON FOLLOWING PAGES

Approved at to form Civil Prosecuting Attorney:



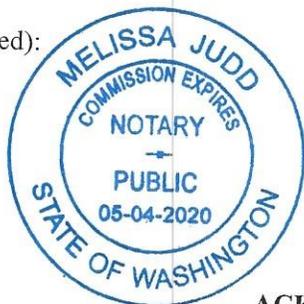
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Tom Sebastian 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 CEO/President (type of authority, e.g., officer, trustee, etc.) of Compass Health, 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: 4/17/2019

Melissa Judd
Notary Public

Title of office: Executive Assistant

My appointment expires: 5/4/2020

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

Approved at to form Civil Prosecuting Attorney:

Karen J. Frank

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chris Lisfeld 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 Project Manager (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: 3/22/2019
Peri Tobin
Notary Public
Title of office: Real Estate Specialist
My appointment expires: 8/21/2020



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.

Exhibit A – Premises

BU# 824942

Site Name: Kafe Radio/County Clinic

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.

Exhibit A - Premises

BU# 824942

Site Name: Kafe Radio/County Clinic



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2019-250**

File ID:	AB2019-250	Version:	1	Status:	Agenda Ready
File Created:	04/18/2019	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (WCFCZDBS)		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
---------------------	------------	------------------------	--	----------------------	--

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter in to a Cooperative Agreement with the US Army Corps of Engineers for repairs to the Twin View Levee along the left bank of the Nooksack River near the town of Everson in the amount of \$357,500 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo-Twin View Levee Rehab, Cooperation Agreement

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *JH*

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

RE: Twin View Levee Rehabilitation Project – Cooperation Agreement, Job No. NSK-19-02

DATE: April 18, 2019

Enclosed please find four (4) originals of a Cooperation Agreement between the Flood Control Zone District (FCZD) and the US Army Corps of Engineers (USACE) for your review and signature.

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the FCZD Board of Supervisors, enter into a cooperative agreement for repairs to the Twin View levee along the left bank of the Nooksack River near the Town of Everson.

Background and Purpose

As a result of the November 2018 flood events, approximately 250 linear feet of damage has occurred to the levee prism located along the left bank of the Twin View levee approximately 1-mile upstream of the Everson bridge. The damage sustained resulted in scour of the levee slope and toe, including loss of embankment material. The Twin View levee provides flood protection to a crude oil pipeline, along with high value agriculture crops, approximately five single family residences, five outbuildings (garages, shops, sheds), ten agricultural structures (loafing sheds, barns, green houses) and ten commercial structures (1-business, 9-storage units).

Funding Amount and Source

The total construction cost is estimated at \$357,500, of which 80% or \$307,500 will be funded by the USACE, and 20% or \$71,500 is the responsibility of the local sponsor. The repair work is within the Sumas/Nooksack/Everson (SNE) Subzone. The SNE Subzone will be contributing to this project; applying the 70/30 FCZD Construction Cost-Share Program results in a FCZD share of \$50,050, and a SNE Subzone share of \$21,450. The SNE Subzone advisory committee members are aware of this project and it is anticipated the committee will unanimously support the project and expenditure at their next meeting which is being scheduled prior to the May 7th Council meeting. Because the damage occurred after the 2019 FCZD budget was developed, a project-specific budget allocation was not included in the adopted budgets for the FCZD or the SNE Subzone so the expenditure will be under the "Emergency/new projects" allocations, which are adequate to cover the expense.

Please contact Paula Harris at extension 6285 if you have any questions or concerns.
Encl.

COOPERATION AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT, WASHINGTON

FOR

REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK

JOB NO. NSK-02-19 (TWIN VIEW)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Seattle District, U.S. Army Corps of Engineers, and Whatcom County Flood Control Zone District, (hereinafter referred to as the "Public Sponsor"), represented by the Whatcom County Executive, Whatcom County, Washington.

WITNESSETH THAT:

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

WHEREAS, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean a levee layback that would shift the alignment and reconstruct 250 to 275 feet of embankment with transitions in to the upstream and downstream portions of the levee alignment with a total length of 300 feet, as generally described in the Project Information Report (PIR), Rehabilitation of Flood Control Works, Twin View Levee, Whatcom County, Washington (NSK-02-19), prepared by the District Engineer, Seattle District, U.S. Army Corps of Engineers and approved by the Northwestern Division Engineer on March 20, 2019.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Total construction costs for the Rehabilitation Effort are currently estimated to be \$357,500 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$71,500. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$71,500. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Seattle" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of

contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0.00 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. Crediting and/or reimbursement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Crediting and/or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article XI of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Paula Harris
Whatcom County Flood Control Zone District
322 N. Commercial St., Suite 120
Bellingham, WA 98225

If to the Government:

District Engineer
4735 E. Marginal Way S, Bldg 1202
Seattle, WA 98134

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

**WHATCOM COUNTY FLOOD
CONTROL ZONE DISTRICT**

BY: _____
MARK A. GERALDI
Colonel, Corps of Engineers
District Engineer

BY: _____
JACK LOUWS
Whatcom County Executive

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Christopher Quinn, do hereby certify that I am the principal legal officer for Whatcom County Flood Control Zone District, Washington, and that Whatcom County Flood Control Zone District, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Whatcom County Flood Control Zone District, Washington in connection with the Rehabilitation of Non-Federal Flood Control Work, Twin View Levee, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of Whatcom County Flood Control Zone District, Washington, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.



By designation

~~CHRISTOPHER QUINN~~
Deputy Prosecuting Attorney
Whatcom County

George R. L. 45693

WHATCOM COUNTY PROSECUTING ATTORNEY

ERIC J. RICHEY

CHIEF CRIMINAL DEPUTY
Erik Sigmar

Whatcom County Courthouse
311 Grand Avenue, Suite 201
Bellingham, Washington 98225-4079

CHIEF CIVIL DEPUTY
Karen Frakes

ASST. CHIEF CRIMINAL DEPUTY
Warren Page

(360) 778-5710 /Main Office FAX (360)778-5711
Appellate FAX (360) 778-5712

CRIMINAL DEPUTIES

David Graham
Dona Bracke
Jonathan Richardson
Melissa Stone
Kellen Kooistra
Evan Jones
Gavin VanAusdeln
Brandon Waldron
Benjamin Pratt
Gordon Jenkins
Kacie Emerick
Christina Garcia

CIVIL DEPUTIES

Royce Buckingham
Elizabeth Gallery
Christopher Quinn
George Roche

**CIVIL SUPPORT
ENFORCEMENT DEPUTIES**

Janelle Wilson/Lead
Dionne Clasen

APPELLATE DEPUTIES

Kimberly Thulin
Hilary Thomas

ADMINISTRATOR

Kathy Walker

April 10, 2019

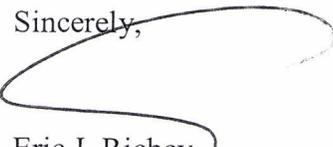
Mr. Omar Vega
U.S. Army Corps of Engineers
Seattle District, Real Estate CENWS-RE-TR

Dear Mr. Vega:

By means of this letter, I, Eric Richey, Whatcom County Prosecuting Attorney, designate and assign Senior Deputy Prosecuting Attorney for Whatcom County, Christopher Quinn, to serve as the principal legal attorney for the Whatcom County Flood Control Zone District and legal representative for the Whatcom County Executive. Please consider this designation retroactive to May 1, 2018.

Do not hesitate to contact me with questions.

Sincerely,


Eric J. Richey,
Whatcom County Prosecuting Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this ____ day of _____, 20__.

JACK LOUWS
Whatcom County Executive



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-211

File ID: AB2019-211 **Version:** 1 **Status:** Held In Committee
File Created: 04/02/2019 **Entered by:** JThomson@co.whatcom.wa.us
Department: Health Department **File Type:** Interlocal
First Assigned to: Council Finance and Administrative Services Committee
Agenda Date: 05/07/2019 **Next Mtg. Date:** **Hearing Date:**

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to provide match funds for continuing The Projects for Assistance in Transition from Homelessness (PATH) federal grant activities in Whatcom County, in the amount of \$75,469

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/23/2019	Council Finance and Administrative Services Committee	HELD IN COMMITTEE	Council Finance and Administrative Services Committee
04/23/2019	Council	HELD IN COMMITTEE	Council Finance and Administrative Services Committee

Attachments: Memo to County Executive, NS BHO PATH Interlocal Agreement

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

TO: Jack Louws, County Executive

FROM: ^{RAD} Regina A. Delahunt, Director

RE: North Sound Behavioral Health Organization – PATH Interlocal Agreement

DATE: March 27, 2019

Enclosed is one (1) original of an Interlocal Agreement between Whatcom County and North Sound Behavioral Health Organization for your review and signature.

▪ **Background and Purpose**

The *Projects for Assistance in Transition from Homelessness* (PATH) is a federal grant that seeks to reduce and end chronic homelessness for people who have serious mental illnesses/co-occurring disorders and who are literally homeless. The purpose of this agreement is to provide match funds to the funding received by the North Sound Behavioral Health Organization (NS BHO) and continue PATH activities in Whatcom County. PATH services to the homeless are currently provided by Compass Health. As of 12/31/18, the NS BHO had not yet received the 2019 PATH grant amendment outlining the term period and changes in staffing at the NS BHO both delayed the processing of this agreement.

▪ **Funding Amount and Source**

Funding, in a total amount not to exceed \$75,469 (33% match of \$16,332 + actual program costs of \$59,137), is provided by the Behavioral Health Program Fund. These funds are included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Anne Deacon at extension #6054 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855050 Substance Abuse Programs
Contract or Grant Administrator:	Anne Deacon
Contractor's / Agency Name:	North Sound Behavioral Health Organization

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

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____
 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

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

Is this contract the result of a RFP or Bid process? Contract Cost
 Yes No If yes, RFP and Bid number(s): _____ Center: 124116

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):
 \$ 75,469
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

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

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

Summary of Scope: The purpose of this agreement is to provide funding to support PATH grant activities in Whatcom County.

Term of Contract: 6 Months Expiration Date: 06/30/2019

Contract Routing:	1. Prepared by: JT	Date: 12/27/18
	2. Attorney signoff: RB	Date: 01/04/19
	3. AS Finance reviewed: bbennett <i>bb</i>	Date: 01/22/19
	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: _____

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN

Whatcom County
Contract Number

Whatcom County
AND

North Sound Behavioral Health Organization

THIS AGREEMENT is made and entered into by and between Whatcom County ("County") and North Sound Behavioral Health Organization (NS BHO) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The County intends to provide funds to NS BHO to supplement funding that NS BHO is providing to Compass Health of Whatcom County for the **Projects for Assistance in Transition from Homelessness (PATH)** federal grant. Specifically, this agreement supports continued PATH services in Whatcom County as the project is a vital resource. PATH seeks to reduce and end chronic homelessness for people who have serious mental illnesses/co-occurring disorders and who are literally homeless.

2. RESPONSIBILITIES:

NS BHO shall act as Administrator of this agreement.

NS BHO will ensure Compass Health receives compensation for documented services rendered in compliance with supported activities for PATH, as outlined by the SAMHSA, which include:

- A. Active outreach to engage individuals into the needed array of services
- B. Screening and diagnostic treatment
- C. Habilitation and rehabilitation services
- D. Community mental health services
- E. Substance use treatment
- F. Completion of staff training to promote effective services and best practices
- G. Case management services
- H. Supportive/supervisory services in residential settings
- I. Housing services
- J. Minor renovations
- K. Planning of housing expansion and resources for the target population
- L. Improving coordination of housing services
- M. Provision of funds for PATH-enrolled individuals who do not have assets for first and last month's rent or security deposits
- N. Provide one-time rental payments to prevent eviction
- O. Complete referrals for job training, education services and relevant housing services

NS BHO will not be reimbursed for any administrative costs incurred in the administration of this process and all of the contracted funds will be distributed to the sub-contract, as actual costs are incurred.

3. TERM OF AGREEMENT: The term of this agreement shall be from January 1, 2019 to June 30, 2019.
4. EXTENSION: The duration of this Agreement may be extended by mutual written consent of the parties.
5. MANNER OF FINANCING: The County shall pay an amount not to exceed \$75,469 to NS BHO which will be used exclusively to fund Project for Assistance in Transition from Homelessness services in Whatcom County. The source of the funds will be the Behavioral Health Program fund.

Invoicing

- A. All reimbursed costs must be allowable as defined in 2 CFR 200 Uniform Administration Requirements.
- B. Indirect Costs: No indirect costs are allowed in this agreement
- C. Invoices from NS BHO should include:
 - i. Supporting documentation verifying actual costs incurred (to include dates);
 - ii. A document verifying payments made by NS BHO to Compass Health (to include dates of service);
 - iii. Supporting documentation verifying actual costs incurred will present Compass Health's actual costs, less other funding provided by NS BHO, with the remainder to be reimbursed by the County. The County is to be considered the payer of last resort.
- D. NS BHO shall submit invoices to *(include PO#)*:

Attention: Business Office - HL-BusinessOffice@whatcomcounty.us
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
- E. Payment to NS BHO for approved and completed work will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Whatcom County. Whatcom County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- F. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered or the labor performed as described on this invoice.
- G. **Duplication of Billed Costs or Payments for Service:** NS BHO shall not bill Whatcom County for services performed or provided under this contract and Whatcom County shall not pay NS BHO, if NS BHO has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. NS BHO is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

6. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and

monitoring performance under this Agreement. In the event such representatives are changed the party making the change shall notify the other party.

6.1 Whatcom County's representative shall be:

Anne Deacon
Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Adeacon@co.whatcom.wa.us

6.2 North Sound Behavioral Health Organization's representative shall be:

Joe Valentine
Executive Director
North Sound Behavioral Health Organization
301 Valley Mall Way
Mount Vernon, WA 98273
Joe_valentine@nsbho.org

- 7. TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 8. INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this contract except as expressly provided herein.
- 9. TERMINATION:** Any party hereto may terminate this Agreement upon (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 11. SEVERABILITY:** In the event of any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- 12. ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 13. OTHER PROVISIONS:** NS BHO will comply with all applicable Federal and State requirements that govern this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

North Sound Behavioral Health Organization



Joe Valentine, Executive Director 3/26/19
Date

Whatcom County Health Department



Regina Delahunt, Director 3/27/19
Date

WHATCOM COUNTY
PROGRAM APPROVAL



Anne Deacon, Human Services Manager

3/27/19
Date

WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

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

NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham.

My Commission expires: _____

APPROVED AS TO FORM



Royce Buckingham, Deputy Prosecuting Attorney

4-1-19

Date

North Sound Behavioral Health Organization

Joe Valentine
Executive Director
301 Valley Mall Way
Mount Vernon, WA 98273
Joe_valentine@nsbho.org



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-254

File ID:	AB2019-254	Version:	1	Status:	Agenda Ready
File Created:	04/19/2019	Entered by:	ESchlehu@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Bid Award		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to award Bid #19-25 and enter into a contract between Whatcom County and Cowden, Inc., for the supply of crushed aggregate to be stockpiled at various Whatcom County pit sites including Point Roberts, Lummi Island and Whatcom County’s Abel Pit and used by the Public Works-Maintenance and Operations Division for the annual chip sealing program; additionally, work shall include hauling of ditching waste material from Point Roberts to Whatcom County mainland, in the amount of \$843,248.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Bid documents

Final Action:
Enactment Date:
Enactment #:



Jon Hutchings
Director

MEMORANDUM

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

Through: Jon Hutchings, Public Works Director *JH*

From: Eric L. Schlehuber, PW Equipment Services Manager *ES*

Date: April 18, 2019

Re: Bid 19-25, Crushed Aggregate for Bituminous Surface Treatment (BST) Award

Requested Action

Approval requested to award the bid and subsequent contract for the 2019-2020 Supply of Crushed Aggregate for Bituminous Surface Treatment (seal rock) to the lowest bidder, Cowden, Inc., in an estimated amount of \$843,248.00.

Attached for your review and signature is the standard contract award package consisting of:

- Memo
- Approval for Contract Award (endorsed by the County Executive)
- Bid Tabulation
- Low Bid Proposal

Background and Purpose

This agreement was a result of the Bid #19-25 bidding process in 2019, for the supply of crushed aggregate to be stockpiled during 2019-2020, at various Whatcom County pit sites including Point Roberts, Lummi Island and Whatcom County's Abel Pit and used by the Maintenance and Operations Division of the Whatcom County Public Works Department for the chip sealing program. Additionally, work shall include hauling of ditching waste material from Point Roberts to Whatcom County mainland. This contractor was chosen, because it was the sole responsive and responsible bidder. This original agreement will provide for the supply of this material through December 31, 2020.

Difference From Previous Contract

The previous contract was awarded under the 2017 process Bid #17-19. Granite Construction was awarded the bid for 2017 at \$26.90 per ton for 4,275 tons to Willey's Lake Pit and in 2018 at \$27.90 per ton for 18,525 tons to Willey's Lake Pit for a total of \$685,551.83.

The current process for 2019 Bid # 19-25 resulted as follows:

BIDDER	1)Pt Roberts 3/8" 4,700 TONS (due 06/14/2019)	2)Lummi Island 3/8" 4,200 TONS (due 04/15/2020)	3)Abel Pit 3/8" 5,600 TONS (due 04/15/2020)	4)Roadway Excavation/Haul 2100 TONS (due 06/14/2019)	TOTALS
COWDEN, INC					
Cost per Ton:	\$52.00	\$74.00	\$31.00	\$25.00	
Material Total:	\$244,400.00	\$310,800.00	\$173,600.00	\$52,500.00	\$781,300.00
Sales Tax (8.5%):	\$20,774.00	\$26,418.00	\$14,756.00	\$0.00*	\$61,948.00
Location Subtotal:	\$265,174.00	\$337,218.00	\$188,356.00	\$52,500.00	\$843,248.00

*No. 4 Roadway Excavation/Haul, sales tax of \$4,462.50 was originally indicated on the bid response form however since it is the County's own material, it is sales tax exempt and the vendor bid and contract amount has been adjusted accordingly.

The Scope of Work in the 2019 bid posed additional obstacles or considerations for the bidders than present in the previous bid of 2017. Due to the work being performed in Point Roberts and Lummi Island the following considerations were necessary for businesses both in labor and costs:

Point Roberts:

- Delivery requires travel through two border crossings (Peace Arch and Point Roberts) each way through and back
- Border restrictions can reduce the availability of drivers
- Each trip requires a permit and fee
- Border waits are unpredictable and raise the risk for bidders
- Loads traveling across the borders are subject to secondary inspections furthering the delays for drivers causing more potential risk to bidders

Lummi Island:

- Barging of material is subject to permits being issued, increasing risk to bidder
- Ferry travel involves additional fees per load
- Ferry load restrictions do not allow for a full truck load to be transported
- Tides affect possible travel times, decreasing the possible working window for the bidder

Based on the previous contract and locations this bidder's pricing is reasonable due to the considerations above.

▪ **Funding Amount and Source**

These are regularly budgeted inventory purchases in the 2019-2020 Equipment Rental and Revolving Capital Equipment Budget to be used by the Maintenance and Operations Division of the Whatcom County Public Works Department in the performance of county business. The purchase amount of \$265,174 will be allocated from the 2019 budgeted amount of \$300,000 with the remaining purchase amount of \$525,574 from the 2020 budgeted amount of \$700,000. The Item No. 4 – Roadway Excavation Incl. Haul, in the amount of \$52,500, will be charged to Road – Maintenance and Operations directly which has adequate budget authority for this expense.

▪ **New Contract**

This is a new two-year contract requiring County Executive signature and County Council approval.

▪ **Recommended Action**

Please approve this purchase and forward to the County Executive and the County Council for approval at the County Council meeting on May 7, 2019.

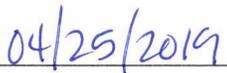
Please contact Andy Bowler at extension 6417 or Eric L. Schlehuber at extension 6405, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

In Accordance with WCC 3.08.030, I concur with this recommendation.



Sara Winger, Purchasing Coordinator



Date



Jon Hutchings
Director

Andy Bowler, Superintendent

2019-2020 Supply of Crushed Aggregate for BST

Bid #19-25

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the construction contract as follows:

PROJECT: 2019-2020 Supply of Crushed Aggregate for BST

To: Cowden, Inc.

In the amount of their bid proposal of \$843,248.00 including all taxes.

WHATCOM COUNTY
Approved:

Jack Louws
Whatcom County Executive

Date

Approved as to form:



Christopher Quinn
Senior Deputy Prosecutor

used on behalf of Chris Quinn

Date

4/25/19

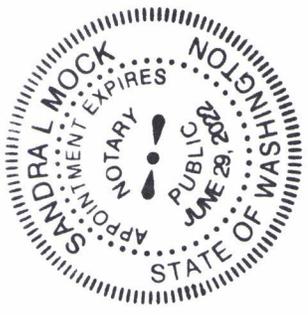
**BID TABULATION
2019-2020
Bid #19-25 2019-2020 Supply of Crushed Aggregate for Bituminous Surface Treatment**

2019-2020 Supply of Crushed Aggregate for Bituminous Surface Treatment		Bid 19-25- Opening Date - April 2, 2019					
BID PROPOSAL		Cowden, Inc.					
ITEM NO.	ITEM DESCRIPTION	UNIT MEAS.	APPROX. QTY	UNIT PRICE	TOTAL AMOUNT	SALESTAX (6.5%)	TOTAL AMOUNT
1	Aggregate for BST - 3/8" to No. 4 Point Roberts Deliver	TON	4700	\$ 52.00	\$ 244,400.00		
2	Aggregate for BST - 3/8" to No. 4 Lummi Island Deliver	TON	4200	\$ 74.00	\$ 310,800.00		
3	Aggregate for BST - 3/8" to No. 4 Able Pt (Laurel Rd) Deliver	TON	5600	\$ 31.00	\$ 173,600.00		
SUBTOTAL					\$ 728,800.00	\$ 61,948.00	\$ 790,748.00
4	Roadway Excavation Incl. Haul	CUBIC YD	2100	\$ 25.00	\$ 52,500.00	\$ 50.00*	\$ 52,500.00
SUBTOTAL					\$ 781,300.00	\$ 61,948.00	\$ 843,248.00
TOTAL BID AMOUNT (Bid Items 1-4)					\$ 781,300.00	\$ 61,948.00	\$ 843,248.00

On this day personally appeared before me, Joseph P. Rutan, P.E., known to me to be the County Engineer and the person described herein and who executed the within and foregoing instrument on this 22nd day of April, 2019.

4/22/19
Date

Joseph P. Rutan, P.E.
County Engineer



NOTARY PUBLIC
Residing At Bellingham
My Commission Expires: 6/28/2022

*For Item # 4 Roadway Material Haul Back, sales tax of \$4,462.50 was originally indicated on the bid response form however since it is the County's own material, it should be sales tax exempt and the vendor bid and contract amount has been adjusted accordingly.

BID PROPOSAL (Revised – Addendum #1)

Item No.	Quantity	Unit Measure	Description	Date Due	Unit Price	Total Price
1	4700	TON	Aggregate for BST—3/8" to No. 4 Point Roberts Delivery	06/14/2019	\$ 52 ⁰⁰	\$ 244,400 ⁰⁰
2	4200	TON	Aggregate for BST—3/8" to No. 4 Lummi Island Delivery	04/15/2020	\$ 74 ⁰⁰	\$ 310,800 ⁰⁰
3	5600	TON	Aggregate for BST—3/8" to No. 4 Abel Pit (Laurel Rd.) Delivery	04/15/2020	\$ 31 ⁰⁰	\$ 173,600 ⁰⁰
					Sales Tax @ 8.5%	\$ 61,948 ⁰⁰
					Subtotal (#1-#3):	\$ 790,748 ⁰⁰

ALTERNATE:

Item No.	Quantity	Unit Measure	Description	Date Due	Unit Price	Total Price
4	2100	CUBIC YARD	Roadway Excavation Incl. Haul ¹	06/14/2019	\$ 25 ⁻	\$ 52,500
					Sales Tax @ 8.5%	\$ 4,462 ⁵⁰
					Subtotal (#4):	\$ 56,962 ⁵⁰

TOTAL BID PRICE:

	Total Bid Price (#1-4):	\$ 847,710 ⁰⁰
--	-------------------------	--------------------------

WA STATE INTERLOCAL COOPERATIVE ACT 39.34

Other municipalities or political subdivisions may purchase the same material from the vendor over the subsequent time period for which the vendor is willing to honor the bid price.

Yes

No

¹ See Part IV – Test Results Data Report page 61

Certification of Compliance with Wage Payment Statutes



The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 20, 2019), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Cowden Gravel & Ready Mix
Bidder's Business Name


Signature of Authorized Official*

Brent Cowden
Printed Name

President
Title

4-1-19 Bellingham WA
Date City State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Cowden Gravel & Ready Mix
Signature of Authorized Official: [Signature]
Date: 4-1-19

NON-COLLUSION DECLARATION

2019 SUPPLY OF CRUSHED AGGREGATE FOR BST

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

- 1) That the undersigned person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
- 2) That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

- CASH
- CERTIFIED CHECK
- CASHIER'S CHECK
- PROPOSAL BOND

IN THE AMOUNT OF Forty two thousand three
Hundred eighty Five DOLLARS 53/100
 (\$ 42,385 53/100) PAYABLE TO WHATCOM COUNTY
 IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, _____, & _____.

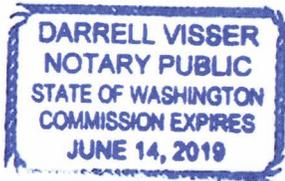
SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

[Signature]
Brent Cowden (Seal)
 FIRM NAME: Cowden Gravel & Ready Mix

STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

On this 2 day of April, 2019, before me personally appeared Brent Cowden
 _____ to me personally known to be the person described in and
 who executed the above instrument and who acknowledged to me the act of signing thereof.



[Signature]
 NOTARY PUBLIC, in and for the State of Washington,
 residing at: Bellingham
 My Commission Expires: 6-14-2019

.....
 This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the County will be cause for considering the proposal irregular and for subsequent rejection of the bid.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-273

File ID:	AB2019-273	Version:	1	Status:	Agenda Ready
File Created:	04/29/2019	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Special Executive Only Item		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: smildner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request approval of the Economic Development Investment (EDI) Board's recommendations for funding of the Port of Bellingham's request for a grant in the amount of \$750,000, and of the Whatcom County Sheriff's request for a grant in the amount of \$515,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and EDI Program applications

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-EDI recommendations, POB Rural Broadband EDI app, Sheriff app-PS Radio System, Notes of Mtg EDI Board, Rural Sales Tax-02-28-19

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws, County Executive
Subject: Economic Development Investment Board – Funding Recommendations
Date: April 23, 2019

At the last meeting of the EDI Board, the following recommendations were adopted by the Board are being presented for confirmation by the County Council. If these recommendations of the Board are adopted by the Council, the administration will proceed with the preparation of an agreement with the Port of Bellingham, as well as supplemental budget requests for County Council review and approval.

The projects would be a benefit to the County independent of each other, but they work well together because a well-developed Public Safety Radio project will be enhanced, and most likely less costly, with the availability of Broadband in the rural areas. The Port and the County have committed to work together to provide the maximum benefit possible as both projects develop.

<u>Project</u>	<u>Funding Request</u>	<u>Board Recommendation</u>	<u>Vote</u>
Port of Bellingham - Rural Broadband Construction	\$750,000.00 (grant)	\$750,000.00 (grant)	12-0
Whatcom County Sheriff - Public Safety Radio Project	\$515,000 (grant)	\$515,000 (grant)	12-0

The Administration has confirmed that sufficient fund balances are available for council approval of these requests, and that the projects qualify for funding by State statute. The EDI funding applications for both projects are attached for your review as you consider these recommendations at your meeting on May 7, 2019.

If you have any questions, please feel free to contact me at 778-5200.

Attachments: Port of Bellingham's EDI Program application
Whatcom County Sheriff EDI Program application
Draft Meeting Notes of EDI Board meeting of 4/16/19
Rural Sales Tax Fund spreadsheet 2/28/19

RECEIVED

APR 8 2019

JACK LOUWS
COUNTY EXECUTIVE

Whatcom County
Economic
Development
Investments Program
Application for Funding



Jack Louws, Whatcom County Executive

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preliminary Information and Application

Note: The intent of this Program is to be consistent with State law, RCW 82.14.370

- 1. Who is eligible to apply:** Local general or special-purpose governments and higher education.
- 2. What projects are covered:** Construction of publically-owned infrastructure, facilities, and related improvements, which enable or encourage the creation or retention of private sector businesses and jobs in Whatcom County consistent with EDI Program Policy Objectives.
- 3. What activities are fundable:** New construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Soft costs allowed within scope of construction budget. No land acquisition except right-of-way included in a construction project.
- 4. What can you use the funds for:** Transportation (roads, bridges, rail), utility services (water, sewer, storm, energy, telecom) and public buildings or structures.
- 5. Other Limitations:** Planning/feasibility only projects are not eligible. Minimum local match is 10% of EDI request. EDI Board will make recommendations to the County Council which makes the final decision.

Preferential Project Types

First Preference – “JOBS IN HAND PROJECTS” – These types of projects will allow for the immediate creation and/or retention of jobs by providing public infrastructure that directly supports jobs. A perfect example would be a private business that will build or move into a facility and hire employees if a road is built or if water/sewer lines are extended to the site. These types of proposals would include a commitment by the private sector employer to create jobs and provide private investment.

Second Preference – “BUILD IT AND JOBS WILL COME PROJECTS” – These types of projects will construct public infrastructure but are not associated with a specific commitment from a private business to locate and/or create jobs. A perfect example would be the construction of roads and utility infrastructure to serve a new business park that would benefit multiple businesses.

Third Preference – COMMUNITY ENHANCEMENT PROJECTS” – These types of projects generally improve the physical appearance or create community assets to enhance the business climate. Examples would be boardwalk, streetscaping, downtown structures, and other publicly-owned facilities that make a community or region more attractive to existing or future businesses.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preferential Project Terms

First Preference – EDI LOAN – Due to the preferred revolving nature of EDI funds, proposals that are loan only will receive higher scoring. Loan terms and interest rate structure matches the Public Works Trust Fund program. The county will maintain discretion to modify such as including a deferral period.

Second Preference – LOAN/GRANT COMBINATION – The preferred combination of grant funds and loan funds is 1/3 grant, 2/3 loan.

Third Preference – EDI GRANT – Due to the “one-shot” nature of grants, projects of equal scoring requesting a grant only will be scored lower than another similar project requesting a loan/grant mix.

Preferential* Project Amounts (Guidelines)

JOBS IN HAND PROJECTS - \$1,000,000 limit if grant only. \$2,000,000 limit if combination of grant and loan. \$3,000,000 limit if loan only.

BUILD IT AND JOBS WILL COME PROJECTS - \$500,000 limit if grant only. \$1,000,000 limit if combination of grant and loan. \$1,500,000 limit if loan only.

COMMUNITY ENHANCEMENT PROJECTS - \$250,000 limit if grant only. \$500,000 limit if combination of grant and loan. \$750,000 limit if loan only.

*Based on compelling reasons, the EDI Board and County Council may consider exceptions.

Past Performance

Have you received EDI Program funding in the past? Yes No

If yes, provide project name and EDI grant/loan awarded: “C” Street Terminal \$2m Loan/\$1m Grant; Index Industries \$500,000 Loan/ \$200,000 grant; All American Marine \$2M Loan/1M Grant.

If yes, EDI Program staff and/or the EDI Board may conduct an audit to review performance measures against projected outcomes, such as job creation projections.

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years?
 Yes; No. If yes, provide details:

Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

THRESHOLD PROJECT CRITERIA

Evidence of Planning

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

- Project included on an adopted regional economic strategy (“CEDS” list).
- Project included in the applicant’s Comprehensive Plan.
- Project included in the applicant’s Capital Expenditure Plan or adopted budget.

COMMENTS: The project is in the 2019 Port of Bellingham CEDS project list submitted to the WCOG and County. The project is included in our Regional Economic Development Comprehensive plan and will be added to the Port of Bellingham’s Expenditure Plan in 2020.

THRESHOLD PROJECT SCORING

POINTS

10

Preferential Project Type

- Jobs In Hand *10 points*
- Build It And Jobs Will Come *5 points*
- Community Enhancement *2 points*

2

Preferential Project Terms

- Loan Only *10 points*
- Loan/Grant *5 points*
- Grant Only *2 points*

5

Preferential Project Amounts

- Within Dollar Limits *5 points*
- Outside Preferred Dollar Limits *0 points*

17

TOTAL POINTS

To proceed to other parts of the application and to receive EDI Board review, a proposed project must score 10 or more points on the above section.

Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

PROJECT APPLICANT

Applicant Name: Port of Bellingham

Applicant Address: 1801 Roeder Ave

Applicant Contact Person: Gina Stark

Applicant Email and Phone Number: Ginas@portofbellingham.com 360-715-5117

PROJECT TITLE

Rural Broadband Construction Project, Whatcom County

PROJECT AMOUNT REQUESTED

\$ 750,000 EDI TOTAL - (Loan \$ _____ ; Grant \$750,000 _____)

\$75,000 Local Match (10% of EDI request minimum)

PROJECT TYPE

Jobs In Hand

Build It And Jobs Will Come

Community Enhancement

PROJECT TERMS

Loan Only

Grant/Loan

Grant Only

If a loan, term requested: _____(years)

PROJECT LOCATION: The first phase of the construction starts on the Mt. Baker Highway headed east. At Nugent corner it splits off and goes north towards Limestone and east to Glacier.

PROJECT DESCRIPTION

The Whatcom County Rural broadband fiber project will create a carrier grade open access dark fiber network. The network will provide broadband to our local businesses and community members who currently are unserved or underserved by the current fiber infrastructure. In addition, the network will also provide the necessary infrastructure for strong cell coverage that is essential to our firefighters, EMTs, Sheriffs, and other first responders out in the County. (See Attachment)

Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

BASIC PROJECT INFORMATION

1. Complete the public project budget and status of funds below. If EDI funds are approved is funding 100% complete? Yes No

If EDI funds are used it would contribute to the completion of segment 1 of this project.

<u>Funding Source</u>	<u>Amount</u>	<u>Planned/Applied For</u>		<u>Secured</u>	
Federal Dollars	\$ _____	Yes ___	No ___	Yes ___	No ___
State Dollars	\$ <u>1.3 million</u>	Yes <u>x</u>	No ___	Yes ___	No <u>x</u>
Local Dollars	\$ <u>75,000</u>	Yes <u>x</u>	No ___	Yes <u>x</u>	No ___
EDI Funding	\$ <u>750,000</u>	Yes <u>x</u>	No ___	Yes ___	No <u>x</u>
TOTAL	\$<u>2,125,000</u>				

2. Describe the amount of outside (private) funding committed to the project (eg. Plant and equipment). There is currently no private funding committed to this project.

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

We are constructing an open access carrier grade dark fiber network. The engineering of segment 1 is \$247,888.82 and the overall cost of construction is 2,038,196.93. A majority of the build is aerial however, we don't anticipate having to do any poll replacement.

4. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area.

This open access network will encourage investments by Internet Service Providers (ISPs) in our rural communities and will provide opportunities for choice between services and prices. This investment will enable existing business to grow their business and encourage new businesses to locate in these communities. Having this network would also open up the market for more home based business. These combined elements will encourage private investment in the area.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

5. List all permits and environmental reviews required for the public project and detail their status (completed, in-process, etc.)

	In Process	Date Completed
Preliminary Engineering	<u> X </u>	<u> </u>
Environmental Review	<u> </u>	<u> </u>
Design Engineering	<u> </u>	<u> </u>
Right-of-Way	<u> </u>	<u> </u>
Construction Permits	<u> </u>	<u> </u>
Environmental Permits	<u> </u>	<u> </u>
Bid Documents	<u> </u>	<u> </u>
Award Construction Contract	<u> </u>	<u> </u>
Begin Construction	<u> </u>	<u> </u>
Project Operational	<u> </u>	<u> </u>

The

We are currently putting RFPs together to bid out for engineering/ construction companies to do the work. We plan to begin construction in Spring of 2020.

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

The townships of Kendall, Mt. Baker, Deming and Glacier, as well the school districts are aware of the project. The Small City Caucus is highly supportive of the project. We will continue to do outreach and keep them informed as the project moves forward. In addition, we are working in partnership with PUD No 1 of Whatcom on this project.

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

The Port of Bellingham will provide the initial maintenance and operations of the fiber network. The Port may subcontract for some of the maintenance services. In the future, the Port and PUD may partner on the maintenance of the network. There will be no impact to utility rates.

8. Will this project directly generate a revenue stream that could be used to repay an EDI loan? Will this project spur indirect revenues that could be used to repay an EDI loan? If no to either question – why?

The project is expected to generate revenues however the revenues will be needed to pay for the operation and maintenance of the system. If a loan is necessary, then a portion of the revenues could be used to repay an EDI loan but unlikely.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

9. What other revenue sources are available for this project and have they been considered. This includes forming a Local Improvement District (LID or ULID), issuing Councilmanic Bonds, Revenue Bonds, or other source(s).

The other source of funding for this project is the Community Economic Revitalization Board (CERB) Grants/Loan program. We have explored the option of Federal funding under the USDA Re-Connect and Community Connect program but this project does not match the guidelines/requirements for their grants/loans.

10. Describe the private development project that will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).

The private investment in this project will be in the form of the ISPs that agree to lease our dark fiber and the potential for the construction of additional cell towers.

-
11. Explain why the private development requires the proposed public improvement(s).

This is not a private development however it will require the participation of private ISPs. It is set in the guidelines of CERB funding the project is required to be a publicly owned open access infrastructure. However, since it is a publicly owned network it allows for multiple providers to lease the dark fiber and provide services to the end users.

12. What is the status of the associated private development review and permits. List all permits required and give the current status (applied for, being reviewed, issued). There is not private development.

	In Process	Date Completed
Environmental Review	_____	_____
Construction Permits	_____	_____
Environmental Permits	_____	_____
_____	_____	_____

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

The introduction of rural broadband will make these areas more marketable to new businesses to establish their business in the rural region. This project also encourages the growth of more home-based businesses who currently are unable to do so based upon lack of high speed internet. The network will also enable businesses to grow their on-line marketing base which will provide them with access to new markets that were previously unobtainable to them. In addition, if businesses are paying significantly less for internet services they can invest this additional capital back into their business. Our economic development division will advertise and promote the new connectivity of the area to existing and potential new businesses that we work with. We will also encourage our other economic development partners to market the new connectivity of these communities.

Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

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

Occupation	Current Jobs Retained** (In FTEs)	# Of Jobs Created Year 1 (In FTEs)	# Of Jobs Created by Year 5 (In FTEs)	Hourly Wage of current or new position	Local Occupational Hourly Wages***
Mgmt./Admin*		1	1	\$62,000	N/A
Technical/Prof		2	5	\$26.89	
Office/Clerical					
Production					
Sales					
Skilled Crafts		1	5	\$25.81	
Others					
Totals		4	11	N/A	N/A

* Indicate Management positions in annual salary.

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

*** This column will be populated with data from the state before application is distributed and revised annually.

- a. Projected annual gross payroll for all job classifications \$ 214,812.80 year one/\$567,920 at the five year (this will cover the whole network build) This does not count the employment due to construction.
- b. Describe fringe benefits the company offers to regular full time employees? (health insurance, retirement plans, etc.) Health insurance (medical and dental) Paid sick leave, paid time off, and retirement. Some may be contracted so unsure of what their benefits will be.

15. How does this project support the economy of Whatcom County and how does it fit into a county-wide economic development strategy?

The Whatcom County Economic Development Strategy states that investing in infrastructure is very important in maintaining the competitiveness of the region, including broadband access and reliable cellular phone service. Also the CEDS supports the smaller communities in order to grow their economies and recognized as one of their impediments is the lack of infrastructure especially high speed internet and reliable cell phone services. This project would address a major impediment to the growth of our rural communities.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

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

The Rural Broadband Project of Whatcom County does not affect the natural environment. The project does address public health and safety.

Rural broadband will enable first responders to communicate to community members who currently have difficulty calling 911 due to lack of cell coverage. Segment 1 will be the first phase of a network that will enable the establishment of hotspots allowing EMT's to send real time information to the local hospitals. Finally, it will provide the necessary technology for the development of tele-medicine giving rural communities emergency medical information. All of these elements will increase the quality of life for rural Whatcom County residents.

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

Yes, the project does. Cell services is seriously lacking along this route. Currently, community members lack adequate cell coverage to dial 911. Once this project is completed it will increase cell coverage enabling first responders to communicate to their community member and to each other. This project will provide a market for cell phone carriers. With the increased coverage community members will be able to dial 911 and receive the help they need.

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

In early 2019 we conducted an in depth survey of regional gaps and needs. After implementation we will conduct an additional survey and compare the results. Our intention will be to measure how many new businesses locate in the area and how many businesses expand. We will also be able to measure the number of ISPs on the network, the increase in fiber to the home and businesses and the increase of revenues.

Application for Funding – Certification

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

Signature of Responsible Public Official: _____

Date

4/29/19

Project Description

The Whatcom County Rural broadband fiber project will create a carrier grade open access dark fiber network. This network will provide broadband to our local businesses and community members who currently are unserved or underserved by the current infrastructure. This network will also provide the necessary infrastructure for strong cell coverage that is essential to our firefighters, EMTs, Sheriffs, and other first responders out in the County.

The Whatcom County Rural Broadband project includes four routes throughout the county totaling 113.2 miles. This project we are focusing on the construction of segment 1 which goes from Bellingham to Glacier and north east up Hwy 543 just past Kendall. Other routes go from Lynden to Blaine, Blaine to Lummi, and down Hwy 9. This project will include laying of fiber along PSE poles, in conduit, and underground. It will also include the construction of vaults along the various routes.

This is a project that will result in immediate employment opportunities for our community in the form of planning, engineering and construction jobs. In the long term this system will provide broadband service to our small business enabling them to grow and expand their businesses increasing the amount of jobs and our overall economy. It will make our rural community more marketable to outside businesses who may want to come to our area. This project grows and retains jobs in Whatcom County and provides opportunity for equity for our community members.

Segment 1 Construction Costs (40.6 Miles)



Whatcom County Sheriff
App # 2019-02

Whatcom County
Economic Development
Investments Program

RECEIVED

APR 11 2019

JACK LOUWS
COUNTY EXECUTIVE

Application for Funding



Jack Louws, Whatcom County Executive

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preliminary Information and Application

Note: The intent of this Program is to be consistent with State law, RCW 82.14.370

- 1. Who is eligible to apply:** Local general or special-purpose governments and higher education.
- 2. What projects are covered:** Construction of publically-owned infrastructure, facilities, and related improvements, which enable or encourage the creation or retention of private sector businesses and jobs in Whatcom County consistent with EDI Program Policy Objectives.
- 3. What activities are fundable:** New construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Soft costs allowed within scope of construction budget. No land acquisition except right-of-way included in a construction project.
- 4. What can you use the funds for:** Transportation (roads, bridges, rail), utility services (water, sewer, storm, energy, telecom) and public buildings or structures.
- 5. Other Limitations:** Planning/feasibility only projects are not eligible. Minimum local match is 10% of EDI request. EDI Board will make recommendations to the County Council which makes the final decision.

Preferential Project Types

First Preference – “JOBS IN HAND PROJECTS” – These types of projects will allow for the immediate creation and/or retention of jobs by providing public infrastructure that directly supports jobs. A perfect example would be a private business that will build or move into a facility and hire employees if a road is built or if water/sewer lines are extended to the site. These types of proposals would include a commitment by the private sector employer to create jobs and provide private investment.

Second Preference – “BUILD IT AND JOBS WILL COME PROJECTS” – These types of projects will construct public infrastructure but are not associated with a specific commitment from a private business to locate and/or create jobs. A perfect example would be the construction of roads and utility infrastructure to serve a new business park that would benefit multiple businesses.

Third Preference – COMMUNITY ENHANCEMENT PROJECTS” – These types of projects generally improve the physical appearance or create community assets to enhance the business climate. Examples would be boardwalk, streetscaping, downtown structures, and other publicly-owned facilities that make a community or region more attractive to existing or future businesses.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preferential Project Terms

First Preference – EDI LOAN – Due to the preferred revolving nature of EDI funds, proposals that are loan only will receive higher scoring. Loan terms and interest rate structure matches the Public Works Trust Fund program. The county will maintain discretion to modify such as including a deferral period.

Second Preference – LOAN/GRANT COMBINATION – The preferred combination of grant funds and loan funds is 1/3 grant, 2/3 loan.

Third Preference – EDI GRANT – Due to the “one-shot” nature of grants, projects of equal scoring requesting a grant only will be scored lower than another similar project requesting a loan/grant mix.

Preferential* Project Amounts (Guidelines)

JOBS IN HAND PROJECTS - \$1,000,000 limit if grant only. \$2,000,000 limit if combination of grant and loan. \$3,000,000 limit if loan only.

BUILD IT AND JOBS WILL COME PROJECTS - \$500,000 limit if grant only. \$1,000,000 limit if combination of grant and loan. \$1,500,000 limit if loan only.

COMMUNITY ENHANCEMENT PROJECTS - \$250,000 limit if grant only. \$500,000 limit if combination of grant and loan. \$750,000 limit if loan only.

*Based on compelling reasons, the EDI Board and County Council may consider exceptions.

Past Performance

Have you received EDI Program funding in the past? _____ Yes No

If yes, provide project name and EDI grant/loan awarded: _____

If yes, EDI Program staff and/or the EDI Board may conduct an audit to review performance measures against projected outcomes, such as job creation projections.

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years?
_____ Yes; _____ No. If yes, provide details:

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

THRESHOLD PROJECT CRITERIA

Evidence of Planning

YES NO

 X

Project included on an adopted regional economic strategy ("CEDS" list).

 X

Project included in the applicant's Comprehensive Plan.

 X

Project included in the applicant's Capital Expenditure Plan or adopted budget.

COMMENTS: _____

THRESHOLD PROJECT SCORING

POINTS

Preferential Project Type

 10

 X Jobs In Hand

10 points

 X Build It And Jobs Will Come

5 points

 X Community Enhancement

2 points

 2

Preferential Project Terms

 Loan Only

10 points

 Loan/Grant

5 points

 2 Grant Only

2 points

 5

Preferential Project Amounts

 5 Within Dollar Limits

5 points

 Outside Preferred Dollar Limits

0 points

 17

TOTAL POINTS

To proceed to other parts of the application and to receive EDI Board review, a proposed project must score 10 or more points on the above section.

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Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

PROJECT APPLICANT

Applicant Name: Whatcom County Sheriff's Office

Applicant Address: 311 Grand Avenue

Applicant Contact Person: Sheriff Bill Elfo

Applicant Email and Phone Number: belfo@co.whatcom.wa.us 360.778.6605

PROJECT TITLE

Phase 1 - Whatcom County Integrated Public Safety Radio System Project

PROJECT AMOUNT REQUESTED

\$ 515,000 EDI TOTAL - (Loan \$ _____; Grant \$ 515,000)

\$ 65,000 Local Match (10% of EDI request minimum)

PROJECT TYPE

Jobs In Hand Build It And Jobs Will Come Community Enhancement

PROJECT TERMS

Loan Only Grant/Loan Grant Only If a loan, term requested: _____ (years)

PROJECT LOCATION: Whatcom County, Mount Constitution, Post Point and Lummi Island

PROJECT DESCRIPTION

The Whatcom County Integrated Public Safety Radio System Project builds a public safety radio system for use by all first responder agencies in Whatcom County, its political subdivisions, as well as adjacent counties. Whatcom County's communications backbone has been in use since the mid 1980's and has only minor upgrades since. The age of the equipment, coupled with technology changes, and increasing equipment failures have resulted in a system that is not only incompatible with regional partners, it is outdated and failing. Whatcom County arguably has the poorest public safety radio system in the State of Washington. Many areas within Whatcom County do not have adequate, or in some cases any, reliable public safety communications. Emergency Responders and the public are at risk.

The Whatcom County Integrated Public Safety Radio System Project is an outgrowth of a multiyear effort by Emergency Responders, including Law Enforcement, Fire and Emergency Medical Services, to understand options, costs and engineering requirements. Hatfield & Dawson Consulting Electrical Engineers was retained by Whatcom County in 2015 to develop a system design to build a public safety

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Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

radio system that maximizes public safety services and interoperable communications at the local, regional, state, federal and international levels and recommended two broad goals:

1. Hiring and training Whatcom County Radio Systems Manager;
2. Build, implement and provide interoperable communications for all Public Safety partners and agencies in Whatcom County;

The current estimated cost for this project is \$6,500,000. This EDI Project request is for Phase One – repair of failing equipment and a 50% match for hiring of a Whatcom County Radio Systems Manager.

Repair of Failing Equipment

The failing and broken communications equipment is located at Mount Constitution, Post Point, and Lummi Island. The microwave equipment is used to provide public safety dispatch for Law Enforcement and Fire in Whatcom County. The existing service has gone down numerous times over the last 10 years, and has continued to fail since July of 2018, most notably around Thanksgiving of 2018. The consequence is that WhatComm 911 cannot hear Whatcom County Sheriff's Office units, and they can no longer broadcast off of Mount Constitution. The microwave equipment between Post Point and Lummi Island is not public safety grade and causes interference. This results in problematic communications by EMS units in the field. These problems are putting public safety at risk both for the responders and the public. The estimated cost to repair this is \$450,000.

Radio Systems Manager

The Radio Systems Manager is a major identified deficiency in the Hatfield & Dawson design study and a required resource to design, build out, implement and maintain the system. In order to ensure that the immediate repairs are made to the failing systems, and to ensure that the project is implemented as designed, this request seeks a 50% match (\$65,000) of the first year's salary for the Radio System Manager, with the other 50% (\$65,000) coming from the Whatcom County General Fund.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

BASIC PROJECT INFORMATION

1. Complete the public project budget and status of funds below. If EDI funds are approved is funding 100% complete? ___ Yes X No

<u>Funding Source</u>	<u>Amount</u>	<u>Planned/Applied For</u>		<u>Secured</u>	
Federal Dollars	<u>\$1,000,000</u>	Yes ___	No <u>X</u>	Yes ___	No <u>X</u>
State Dollars	<u>\$6,500,000</u>	Yes <u>X</u>	No ___	Yes ___	No <u>X</u>
Local Dollars	<u>\$1,000,000</u>	Yes <u>X</u>	No ___	Yes ___	No <u>X</u>
EDI Funding	<u>\$515,000</u>	Yes <u>X</u>	No ___	Yes ___	No <u>X</u>
TOTAL	<u>\$9,015,000</u>				

2. Describe the amount of outside (private) funding committed to the project (eg. Plant and equipment).

This project will be funded by grant funding, general revenue funds and possibly bonds or loans.

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

The infrastructure that is being proposed is described in detail in the Hatfield Dawson Study delivered in 2017. The Hatfield Dawson study is attached and includes engineering estimates and site maps for the needs of the Whatcom County Sheriff's Office. Currently underway is a contract between the Fire Agency Radio System (FARS) and Hatfield Dawson to integrate the FARS system into the Whatcom County Integrated Public Safety Radio System.

Implementation of the Whatcom County Integrated Public Safety Radio System Project will most likely be done in Phases, beginning with this immediate repair of the broken and failing equipment; part of the "Western Whatcom" Subsystem. The Whatcom County Integrated Public Safety Radio System is based on six major subsystems which can be implemented as phases. The total capital costs associated with each subsystem is shown in the table below. Breaking up the costs by sub-systems may assist with system budgeting over multiple budget cycles and with system implementation planning.

Whatcom County Economic Development Investment (EDI) Program

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Subsystem	Equipment Costs	Cost. Eng./ Soft Costs	Total Capital
Western Whatcom	\$2,114,395	\$713,309	\$2,827,704
Highway 542	\$205,667	\$69,387	\$275,054
Baker Lake	\$106,613	\$35,967	\$142,580
Newhalem	\$161,066	\$54,337	\$215,403
Whatcom County Emergency Operations Center	\$475,250	\$75,950	\$551,200
Whatcom County Fire Authority Radio System	\$2,100,000	\$350,000	\$2,450,000
Total	\$5,162,991	\$1,298,950	\$6,461,941

Specific project implementation are outlined below, and described in more detail in the Hatfield & Dawson report, but will include:

1. Hire Radio System Manager

In order to properly implement and maintain the new **Whatcom County Integrated Public Safety Radio System** **Whatcom County must hire a Radio System Manager**. One of the functions of a radio system manager is to interact with system users and develop an understanding of how they use the radio system and what system improvements and modifications could help make the users' daily work easier and provide improvements in day-to-day operations. Other critical functions that a Radio System Manager would provide would be to oversee the system upgrade process and assist with logistics and vendor supervision and coordination as the new system proposed in this report is implemented. Having a person on board who has a long-term interest in seeing that the system is properly installed and configured and who can respond quickly to issues brought up by the radio system contractor will help avoid having small issues escalate into larger issues, which can result in delays and associated increases in system installation costs. Having a Radio System Manager will allow for a budgeting process and prioritization of system improvements and upgrades through multiple annual budget cycles, rather than a "crisis management" approach in which system issues are only addressed when a particular piece of equipment fails or part of the system goes down. The Radio System Manager will work for the Whatcom County Sheriff's Office, assigned to the Division of Emergency Management to develop both technical and operational plans for incident and disaster management. Having someone who is familiar with the entire radio system and its capabilities will definitely help develop more simple and effective ways to use the radio system as part of an emergency response plan. **The Radio System Manager must** coordinate with Washington State Patrol, WSDOT, the City of Bellingham, other Whatcom County agencies, and public safety agencies in adjacent counties to develop mutually beneficial system modifications or improvements that could be implemented on a cost-sharing basis, thereby making more efficient use of public safety funds provided by Whatcom County taxpayers.

2. Determine Funding Sources for Recommended System Replacement

The system replacement is significant enough that funding via Homeland Security funding or other sources of grant funding in addition to any funding available to Whatcom County Sheriff's Office. One of the first tasks for the group of stakeholders working on implementing this system will be to pursue system funding sources that will allow the recommended system replacement to be accomplished.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

3. Obtain Approval and “Buy-in” for the Final System Design Configuration from All Agencies Involved

This step is important to complete before an RFP for purchase of equipment is prepared and before the site approval and lease agreement process.

4. Prepare an RFP and Specifications for Purchase of Radio, Microwave, and Network Equipment

Once a system design and configuration is finalized, an RFP and a set of specification documents (equipment and installation specifications and detailed installation drawings) should be prepared to procure the equipment needed to construct the new radio system.

5. Add Repeater Sites and Microwave Interconnect Sites to Implement the Radio System Design

The steps required to add additional repeater sites to the Whatcom County public safety radio systems in order to provide the coverage and simulcast operation.

6. Determine Site Availability of Recommended Repeater and Microwave Sites

Once the decision is made to move forward with system implementation, the current availability of both tower space for antennas and building space or ground space within the site compound for equipment would need to be determined for each of the sites.

7. Modify FCC Licenses to Add New Sites to System Licenses

There will be modifications to existing radio licenses, and new sites that need to be added.

8. Obtain Land Use and/or Building Permits Required for Antenna and Equipment Installation

Depending upon the local land use and building permit requirements in each jurisdiction, permits may be required, and preparation of the application materials (including drawings) may require contracting with a firm that can provide these materials and assist with the permitting process.

9. Purchase Radio System Fixed Infrastructure Equipment, Select an Installation Contractor, and Install Site Equipment

This step includes both purchase and installation of new site equipment, as well as integration of the new site into an existing system and system optimization.

10. Purchase Any New Portable Radio Equipment, Develop a Standard Programming Template (or Templates), and Program the New Equipment for Operation on the New System.

This step includes both purchase and programming of new portable radio equipment and re-programming of existing mobile and portable radios, as well as (potentially) the development of new standard programming templates for all agencies using the new radios.

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

11. User Training

Before the new system is cut over, some user training will be required to familiarize system users with the use of each simulcast subsystem, new dispatch procedures, which areas are covered by each sub-system, new radio templates, etc.

12. System Optimization, Migration and Cutover

It will be necessary to migrate to the new system as existing radio systems will have to remain in use.

13. Notify FCC of Construction Completion

Once system construction is completed, and the new system is either being tested or is in regular use, the FCC should be notified of the completion of construction for all new or modified system licenses. This is a very important step, especially since the FCC has implemented its "Auto Termination" process as part of the Universal Licensing System.

4. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area.

Currently the ability for WhatComm & Prospect dispatch centers to use the existing Mount Constitution repeater is limited by the failing equipment and infrastructure. These improvements will enable public safety to receive dispatches and communicate with the dispatch centers.

5. List all permits and environmental reviews required for the public project and detail their status (completed, in-process, etc.)

For replacement of equipment on the existing sites, including Mount Constitution, Post Point and Lummi Island that are the three sites to be upgraded in this Phase One project, there should be few, if any, permits required as this is replacement of existing equipment on existing towers.

While this is replacement of existing infrastructure, and the engineering is 90% completed, there may be permits and environmental reviews required depending upon the local land use and building permit requirements in each jurisdiction that new equipment may be placed, permits may be required, and preparation of the application materials (including drawings) may require contracting with a firm that can provide these materials and assist with the permitting process. Permits may be driven by funding sources as well. For example, certain Department of Homeland Security Grants requires Archeological and Historical reviews and permits. For new towers and sites there will also be Federal Communication Commission permits and licenses that will be required.

	In Process	Date Completed
Preliminary Engineering	_____	4/17
Environmental Review	_____	_____

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Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Design Engineering	_____	4/17
Right-of-Way	_____	_____
Construction Permits	_____	_____
Environmental Permits	_____	_____
Bid Documents	_____	_____
Award Construction Contract	_____	_____
Begin Construction	_____	_____
Project Operational	_____	_____

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

The City of Bellingham Public Works is serving as technical advisors on this as they provide radio services to WhatComm and Prospect, as well as the City of Bellingham. Skagit County 911 is also serving as technical advisors as Whatcom County and Skagit County are trying to work together where ever possible. The Whatcom County Integrated Public Safety Radio System will involve multiple local partners and public jurisdictions as users of the system. This project touches and improves our entire community. Currently the following alphabetical lists of organizations have Public Safety communications requirements with Whatcom County and may be users of the system:

Whatcom County Agencies

1. Bellingham Fire Department / Medic One
2. Bellingham Police Department
3. Bellingham School District
4. Bellingham Technical College
5. Blaine School District
6. Amateur Radio Groups (WECG, Races, ARES)
7. City of Blaine Police Department
8. City of Blaine Public Works
9. City of Everson Police Department
10. City of Everson Public Works
11. City of Ferndale Police Department
12. City of Ferndale Public Works
13. City of Lynden Fire Department
14. City of Lynden Police Department
15. City of Lynden Public Works
16. City of Nooksack Police Department
17. City of Sumas Police Department
18. City of Sumas Public Works
19. Everson/Nooksack Police Department
20. Ferndale Police Department
21. Ferndale School District

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Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

22. Lummi Nation
23. Lummi Nation Police Department
24. Lynden School District
25. Meridian School District
26. Mount Baker School District
27. Nooksack Indian Tribe
28. Nooksack Tribal Police
29. Nooksack Valley School District
30. Western Washington University Police Department
31. Whatcom Community College
32. Whatcom County Fire District 01 (Everson, Nooksack, Deming and the Nooksack Indian Tribe)
33. Whatcom County Fire District 04 (Britton Road, Agate Bay, and Van Wyck)
34. Whatcom County Fire District 05 (Point Roberts)
35. Whatcom County Fire District 07 (Ferndale, North Bellingham, and Point Whitehorn)
36. Whatcom County Fire District 11 (Lummi Island)
37. Whatcom County Fire District 14 (Sumas, Kendall, and Welcome)
38. Whatcom County Fire District 17 (Sandy Point)
39. Whatcom County Fire District 18 (South Lake Whatcom, Glenhaven, and South Bay)
40. Whatcom County Fire District 19 (Glacier)
41. Whatcom County Fire District 21 (North Whatcom Fire Rescue)
42. Whatcom County Fire District 08 (Marietta and Gooseberry Point)
43. Whatcom County Health Department
44. Whatcom County Medical Examiner
45. Whatcom County Parks and Recreation
46. Whatcom County Public Works
47. Whatcom County Search and Rescue
48. Whatcom County Sheriff
49. Whatcom County Sheriff's Office Division of Emergency Management
50. Whatcom Transit Authority
51. Port of Bellingham
52. Whatcom County Search and Rescue
53. Unincorporated Community of Diablo
54. Unincorporated Community of Newhalem
55. Unincorporated Community of Sudden Valley
56. South Whatcom Regional Fire Authority

Canadian Agencies

1. Abbotsford Police Department
2. British Columbia Provincial Emergency Program
3. Canadian Border Services Agency (CBSA)
4. City of Abbotsford (British Columbia)
5. City of Delta (British Columbia)
6. City of Langley (British Columbia)

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Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

7. City of Surry (British Columbia)
8. American Red Cross
9. Delta Police Department
10. E-Comm 911 (Lower Mainland B.C.)
11. Royal Canadian Mounted Police

Private Sector

1. BNSF Railroad
2. BP Cherry Point
3. Cascade Natural Gas
4. Century Link
5. Comcast
6. Kinder Morgan Pipeline
7. Seattle City Light
8. Shell Oil Anacortes
9. Peace Health St. Joseph Hospital
10. Phillips 66
11. Puget Sound Energy
12. Transalta Gas
13. Williams Pipeline

Adjoining Counties

1. Island County Sheriff's Office
2. San Juan County Sheriff's Office
3. Skagit County Sheriff's Office

United States Federal Agencies

1. US Coast Guard
2. US Customs and Border Protection (CBP) Air & Marine Operations
3. US Customs and Border Protection (CBP) Border Patrol
4. US Customs and Border Protection (CBP) Office of Field Operations

Washington State Agencies

1. Washington Military Department Emergency Management Division
2. Washington State Department of Ecology
3. Washington State Department of Natural Resources
4. Washington State Department of Transportation
5. Washington State Patrol

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

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

This public infrastructure will be maintained by the Whatcom County Sheriff's Office's Radio System Manger. As described in the attached Hatfield & Dawson report, the Operations and Maintenance costs for the entire system, including all of the subsystems, are over a 15 year lifecycle. These costs include the annual full-time position for the Radio System Manager, monthly site lease costs for the sites, an annual support agreement for the alarm and monitoring system, and the annual cost of maintenance and repair of the entire new radio system. The assumed cost of system maintenance and repair is based on 5% of the total capital cost for the equipment used in the system.

While this project is not based on utility fees, users of the system will have to participate in the Operations and Maintenance costs. The exact costs will be determined by the number of users, however in other Washington jurisdictions there are costs down to the per radio annual cost. These prices range from \$30 per month (per radio) up to \$100 per month (per radio). The variability is determined by the level of service provided. On the low end users pay per radio for the use of backbone infrastructure but provide their own equipment, and on the high end users pay per radio for both backbone infrastructure and end user equipment.

8. Will this project directly generate a revenue stream that could be used to repay an EDI loan? Will this project spur indirect revenues that could be used to repay an EDI loan? If no to either question – why?

The Whatcom County Integrated Public Safety Radio System Project may generate a revenue stream from public safety agencies for use of the system as described above for ongoing costs.

9. What other revenue sources are available for this project and have they been considered. This includes forming a Local Improvement District (LID or ULID), issuing Councilmanic Bonds, Revenue Bonds, or other source(s).

There have been no other local revenue sources for this project identified on the capital side. On the maintenance side there would be user fees to offset the ongoing Operations & Maintenance. Application for State funding has been made for the larger Whatcom County Integrated Public Safety Radio System Project in the amount of \$6,500,000. Whatcom County also has a small carryover budget of approximately \$60,000 in NWLEARN that is used to provide ongoing support and maintenance to the existing older system. These funds would be used for continued maintenance and support of the new system as well.

10. Describe the private development project that will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).

There is no private development in this project.

11. Explain why the private development requires the proposed public improvement(s).

There is no private development in this project.

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Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

12. What is the status of the associated private development review and permits. List all permits required and give the current status (applied for, being reviewed, issued).

	In Process	Date Completed
Environmental Review	_____	_____
Construction Permits	_____	_____
Environmental Permits	_____	_____
_____	_____	_____

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

Having a robust public safety radio network for first responders will be an attraction for any new business or industry looking to locate in Whatcom County or any of the local jurisdictions.

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

Occupation	Current Jobs Retained** (In FTEs)	# Of Jobs Created Year 1 (In FTEs)	# Of Jobs Created by Year 5 (In FTEs)	Hourly Wage of current or new position	Local Occupational Hourly Wages***
Mgmt./Admin*		1		50	N/A
Technical/Prof			2	35	
Office/Clerical			1	25	
Production					
Sales					
Skilled Crafts					
Others					
Totals				N/A	N/A

* Indicate Management positions in annual salary.

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

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

*** This column will be populated with data from the state before application is distributed and revised annually.

- a. Projected annual gross payroll for all job classifications \$220,000
- b. Describe fringe benefits the company offers to regular full time employees?

(health insurance, retirement plans, etc.)

The positions that may be created over the life of this project would all be Whatcom County employees. The Radio System Manager would be an Unrepresented Employee, and the technical and office clerical would be Master Employees. Attached to this application are descriptions for both classifications.

15. How does this project support the economy of Whatcom County and how does it fit into a county-wide economic development strategy?

When companies look to relocate, expand their existing business, or are recruiting new employees to come to Whatcom County, one of the cornerstones for our economic development strategy should be *"In addition to all the other benefits here in Whatcom County, we have a world class public safety infrastructure"* A robust public safety radio network for first responders will be an attraction for any new business or industry looking at Whatcom County.

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

There should be no effect on the natural environment as this is replacement of existing and outdated equipment on existing sites.

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

This project is a public safety project and will increase public safety now, and into the future. The Whatcom County Integrated Public Safety Radio System Project builds a public safety radio system for use by all first responder agencies in Whatcom County, its political subdivisions, as well as adjacent counties. Whatcom County's communications backbone has been in use since the mid 1980's and has only minor upgrades since. The age of the equipment, coupled with technology changes, and increasing equipment failures have resulted in a system that is not only incompatible with regional partners, it is outdated and failing. Whatcom County arguably has the poorest public safety radio system in the State of Washington. Many areas within Whatcom County do not have adequate, or in some cases any, reliable public safety communications. Emergency Responders and the public are at risk.

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

This project can be measured by an operational public safety radio system.

16

Last Updated: 11/18/13

Whatcom County Economic Development Investment (EDI) Program

Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Application for Funding – Certification

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



Signature of Responsible Public Official: _

4.11.2019

Date _

Attachment A - Hatfield & Dawson Consulting Engineers Study Summary Statement

This ***“System Design Report Whatcom County Sheriff’s Office & Whatcom County Sheriff’s Office Division of Emergency Management”*** contains a complete system design for a new Public Safety radio system intended to provide improved radio coverage and system capacity for Law Enforcement and Fire/EMS agencies in the City of Bellingham and Whatcom County, and to provide for interoperable communication among these agencies and agencies in adjacent counties.

The system design is based on specific design objectives which were developed from the user needs and requirements identified through the surveys, user interviews, and other information gathered and summarized in a previous report by Hatfield & Dawson titled: ***“Needs Analysis Report; City Of Bellingham/Whatcom County Emergency Communications System Engineering Project”***.

These design objectives and the system design constraints imposed on the system design by both the physical circumstances in Whatcom County (topography and required coverage areas), and the regulatory environment and system licensing requirements imposed by the FCC and by Whatcom County’s proximity to Canada, are described in detail in the report.

The proposed system is based on six major subsystems which can be implemented as phases. The total capital costs associated with each subsystem is shown in the table below. Breaking up the costs by subsystems may assist with system budgeting over multiple budget cycles and with system implementation planning.

Subsystem	Equipment Costs	Cost. Eng./ Soft Costs	Total Capital
Western Whatcom	\$2,114,395	\$713,309	\$2,827,704
Highway 542	\$205,667	\$69,387	\$275,054
Baker Lake	\$106,613	\$35,967	\$142,580
Newhalem	\$161,066	\$54,337	\$215,403
Whatcom County Emergency Operations Center	\$475,250	\$75,950	\$551,200
Whatcom County Fire Authority Radio System	\$2,100,000	\$350,000	\$2,450,000
Total	\$5,162,991	\$1,298,950	\$6,461,941

The new system consists of four separate “simulcast” subsystems, one of which covers western Whatcom County, and the other three which cover areas in the eastern portion of the County: the Mt. Baker Highway, the Baker Lake area, and the Newhalem-Ross Dam area.

The system design includes a new interconnect system made up of both fiber links and new and existing licensed microwave radio links. The interconnect system

provides the audio and control connections necessary to link the simulcast repeater sites back to the WhatComm dispatch center which provides Law Enforcement dispatch services for Whatcom County

The report concludes with a high level Implementation Plan which describes the steps required to put the proposed system into operation.

The O&M (“Operations and Maintenance”) costs for the entire system (including all of the subsystems shown above) over a 15 year lifecycle are shown in the table below. These costs include the one annual full-time Radio System Manager, monthly site lease costs for the sites shown in the system design that will require site leases, an annual support agreement for the alarm and monitoring system proposed for the new system, and the annual cost of maintenance and repair of the entire new radio system. The assumed cost of system maintenance and repair is based on 5% of the total capital cost for the equipment used in the system.

Present Value (PV) of Recurring Costs (15-Years, 4% cost of money, 3% Inflation)

Item or Category	Quantity	Unit	Annual or Monthly Cost	NPV - 15 Years
Radio System Manager (annual)	1	LOT	\$113,299	\$1,673,200
Maintenance, Repair & Upgrades (annual)	1	LOT	\$103,113	\$1,522,700
Monitor & Alarm System Support (annual)	1	LOT	\$5,622	\$83,000
New Site Leases (monthly)	1	LOT	\$20,350	\$3,634,000
Total Recurring O&M Costs - 15 Years			\$242,384	\$6,912,900

NOTE: NPV = Net Present Value; FV =

Minutes of Whatcom County EDI Board Meeting

April 16, 2019 – 1:15 p.m.

Board Members present at Meeting:

Jack Louws, County Executive	Tyler Schroeder, Deputy Executive
Kelli Linville, Mayor, City of Bellingham	Scott Korthuis, City of Lynden Mayor
Bobby Briscoe, POB Commissioner	Don Goldberg, Associate Development Org.
Aubrey Stargell, Timber Industry	Stephen A. Jones, Agricultural Industry
Jeff McClure, PUD#1	Bonnie Onyon, City of Blaine Mayor
Guy Occhiogrosso, Chamber of Commerce	Jim Kyle, Fishing Industry

Board Members absent:

Rud Browne, Whatcom County Council	David Franklin, At-Large
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Staff present:

Suzanne Mildner, Board Clerk (Executive Office)

Guests present:

Rob Fix, Port of Bellingham	Duncan McLane, WCFD #11
Joe Noonchester, North Whatcom Fire	Doug Chadwick, WC Sheriff's office
Jeff Parks, WC Sheriff's office	John Gargett, WC Sheriff-DEM
Bill Lee, WCFD #11	Jim Peeples, SWFA/WCFCA
Gina Stark, Port of Bellingham	Dave Ralston, SWFA/FARS
Mel Blankers, WCFD #1	John Billester, Lynden Police
Tony Casalt and Cameron Hatcher, Bellingham Housing Authority	
Paul Schissler, Community Planner	

1. Welcome and Introductions

Board Chair, Executive Jack Louws welcomed everyone and called the meeting to order. Round table introductions were made of board members and guests.

2. Approval of Minutes of 11-13-18 EDI Board meeting

Chair Louws asked if there were any amendments to the minutes. There being none, he called for a motion. Stephen Jones moved to approve the 11/13/18 minutes; seconded by Tyler Schroeder. The vote was taken and the **motion carried unanimously 12-0.**

3. EDI Fund Review – Status as of 2/28/19

A review of the Rural Sales Tax/EDI Fund was given as of 2/28/19. Executive Louws briefly went over the revenues, expenditures and commitments noted on the spreadsheet. There are currently cash balances of \$2.2 million for capital/county projects, \$1.4 million for agency loans, and \$4.7 million available for agency grants. \$3.3 million is currently committed to local EDI projects. The fund's revenues remain stable and this fund is in good shape, which means there are sufficient funds to allow for allocation to the two projects being reviewed today, if they are approved.

4. Application: Port of Bellingham project for Rural Broadband Construction

Chair Louws introduced Gina Stark, Economic Development Project Manager from Port of Bellingham, and invited her to address the board. Gina showed a power point and started by saying that the State Legislature has created a rural broadband program that allows jurisdictions to participate and access funding through the State Department of Commerce and CERB (Community Economic Revitalization Board). The Port of Bellingham has taken the initiative, with the support of regional stakeholders (fire districts, school districts, businesses and communities) in pursuing a rural broadband fiber project that will create a carrier grade open

access dark fiber network in Whatcom County. Their outreach results have shown that the need for this is critical. Our communities lacking internet/cell connectivity have limited choices in communications, resulting in public health risks, education disparity and economic disadvantages. The project's strategic goals are for a county-wide network for the betterment of education and public health. There are 3 segments proposed in the long term, with Segment 3 providing connectivity to the Skagit network (Phases 2 and 3 will be pursued later). PSE is a partner and will allow for some limited use of their poles, with lease payments. The current project phase for Segment 1 has an estimated construction cost of \$2.03 million, and the project construction location is the Mt. Baker highway east of Bellingham. Current funding sources are CERB (state) funding, Port of Bellingham (both matching \$ and a loan), and EDI funding.

Chair Louws asked what will happen if the CERB funding does not come through. Ms. Stark assured everyone that she has had direct contact with CERB and she is confident the funding is secured. Mr. Fix reiterated this point and said that the CERB funding is contingent upon the EDI funding being approved. This means both funding sources are reliant upon the other being approved. Ms. Stark was also asked whether the Port will be returning to the EDI Board in future with additional funding requests for Phase 2 and Phase 3 of the project. Ms. Stark said there was no plan or expectation that might occur, and they intend to pursue State funding from the legislature as well as additional CERB funding. It is possible they may seek additional EDI loan funding, but not grant monies.

Mayor Linville made a motion to recommend approval to the County Council for the Port of Bellingham's request for a \$750,000 grant from the EDI Program for this project. The motion was seconded by Stephen Jones. Jim Kyle asked when the construction start date is, and Ms. Stark said they are targeting spring of 2020. Chair Louws said that he supports this project and is grateful to the Port for taking it on. He asked if there was any additional discussion, and there being none he called for a vote on the motion. The vote was taken and the **motion carried unanimously 12-0.**

5. Whatcom County Sheriff application for Integrated Public Safety Radio Project

Executive Louws introduced John Gargett, with Division of Emergency Management, to address the board. John presented a power point which summarized the project. This project was started a couple of years ago and has involved an active Project Steering Committee. The current radio system is outdated and failing. There are no standards and there has never been a coordinator to oversee upgrades, repairs, etc. What is most urgently needed is to hire a Radio System Manager and to coordinate the repair of the repeaters at Lummi Island, Mt. Constitution and Post Point (starting with Mt. Constitution). Other roles of the Manager were reviewed, and Jeff Parks commented about the problems that have arisen in the past due to the fact there has been no central management of the system; a lack of technical expertise and oversight. He also said that Whatcom County is far behind our regional partners in radio communications, and cited some examples. Up to now there has been some grant funding allocated to assist with radio systems (Stonegarden grants), but much more is needed.

Jeff McClure asked if this is a one-time request. Mr. Gargett confirmed that it is. Initially the annual salary cost would be paid 50% by EDI funds and 50% out of the general fund. Going forward it will be paid from general fund dollars.

Mayor Linville said this project is absolutely essential. The use of these dollars for staff is a temporary one-time event to allow staff to get this project off the ground. She asked if there are other fund sources identified moving forward? Chair Louws said that possibly the EMS Program,

with the next levy possibly addressing a portion of the requirement. Mayor Linville supports this project so long as the intention is to seek alternative funding down the line.

Mayor Korthuis also asked if the other fund sources listed in the application are secured. Mr. Gargett said no, not yet. Mr. Goldfogel suggests that the Port and County partner to leverage grant dollars from the county on both projects (broadband and radio). Mr. Gargett agreed, and it makes perfect sense as there is identical fiber mapping on Highway 542 beyond Maple Falls.

Jim Kyle commented that while he agrees this is an important project, it seems the least related to “economic development” that he’s ever seen. Guy Occhiogrosso agreed and went on to say he’s concerned about setting a precedent with approving this type of project. Both Chair Louws and Tyler Schroeder spoke to the issue, citing that the law (RCW) governing this fund has been reviewed by legal staff and because the project involves public infrastructure, it checks out. It may not relate to direct economic development, but the intent of the law is to provide public infrastructure as a base to build upon that encourages economic development and improves public safety in the future. The county’s comprehensive plan also addresses this issue.

Jeff McClure commented that this is a one-time expenditure for the project, and in his opinion without this project, there is a negative impact on future economic development. He supports it. Mr. McClure made a motion to recommend approval to the County Council for grant funding from the EDI Program to the Whatcom County Sheriff in the amount of \$515,000.00, of which \$65,000 will be allocated to the salary of the new position being proposed. The motion was seconded by Guy Occhiogrosso. The vote was taken and **the motion carried unanimously 12-0.**

6. Other business - None

Meeting was adjourned at 2:22 p.m.

NEXT MEETING DATE: TBD

Respectfully Submitted,
Suzanne Mildner,
EDI Board Clerk
Whatcom County Executive Office

**Whatcom County
Rural Sales Tax
Report as of 2/28/2019**

	Totals for Years 1999-2013	2014	2015	2016	2017	2018	2019	Total
Revenue								
Sales Tax Revenue	(35,504,314.96)	(3,325,480.78)	(3,484,041.50)	(3,622,268.09)	(4,677,587.36)	(4,311,578.94)	-	(54,925,271.63)
Grant Revenue	(50,000.00)	-	-	-	-	-	-	(50,000.00)
Loan Principal Payments	(1,735,313.00)	(964,927.00)	(369,913.00)	(786,408.00)	(918,116.00)	(1,256,508.00)	(444,776.00)	(6,475,961.00)
Interest Earnings	(390,639.00)	(69,207.00)	(52,161.00)	(106,421.00)	(123,786.55)	(131,738.04)	(34,408.73)	(908,361.32)
Total Revenue	(37,680,266.96)	(4,359,614.78)	(3,906,115.50)	(4,515,097.09)	(5,719,489.91)	(5,699,824.98)	(479,184.73)	(62,359,593.95)
Expenditures								
Capital Facilities Exp (30%)	11,050,287.23	156,430.34	1,114,750.63	13,466.01	1,511,227.47	65,467.34	1,510,522.49	15,422,151.51
Other Agency Loans (35%)	6,836,954.63	49,341.70	6,557,229.10	2,096,143.60	2,252,678.40	142,800.00	37,526.50	17,972,673.93
Grant Expenditures (35%)	7,112,244.26	109,257.80	3,283,242.28	2,121,869.50	118,312.52	1,544,700.00	13,170.00	14,302,796.36
Total Expenditures	24,999,486.12	315,029.84	10,955,222.01	4,231,479.11	3,882,218.39	1,752,967.34	1,561,218.99	47,697,621.80
Cash Balance/ Year	(12,680,780.84)	(4,044,584.94)	7,049,106.51	(283,617.99)	(1,837,271.52)	(3,946,857.64)	1,082,034.26	(14,661,972.15)

	Sales Tax Revenue		Expenditures to Date		Grant Revenue	Principal/Interest Payments	Balance	Committed*	2019 Budget	Adjusted Balance
	16,477,581.49	15,422,151.51	17,972,673.93	14,302,796.36						
Capital Facilities Expend (30%)	16,477,581.49	15,422,151.51	17,972,673.93	14,302,796.36	50,000.00	-	1,105,429.98	188,000.00	1,330,059.00	2,247,488.98
Other Agency Loans (35%)	19,223,845.07	17,972,673.93	-	-	-	-	1,251,171.14	1,405,364.07	1,551,734.00	1,397,541.07
Grant Expenditures (35%)	19,223,845.07	14,302,796.36	-	-	-	-	4,921,048.71	1,754,438.00	1,551,734.00	4,718,344.71
Total	54,925,271.63	47,697,621.80	50,000.00	-	50,000.00	-	7,277,649.83	3,347,802.07	4,433,527.00	8,363,374.76
Principal/ Interest Payments	-	-	-	-	-	7,384,322.32	7,384,322.32	-	-	7,384,322.32
Adjusted Total	54,925,271.63	47,697,621.80	50,000.00	-	50,000.00	7,384,322.32	14,661,972.15	3,347,802.07	4,433,527.00	15,747,697.08

*Committed equals the total remaining commitments from the table below.

Project Name	Administration and EDI Proposed Commitments		Remaining Balances		Total Remaining Commitments
	Total Approved	Capital Facilities Fund	EDI Loan	EDI Grant Fund	
Ferndale Affordable Housing (332213)	1,725,000.00	-	438,697.07	1,500.00	440,197.07
POB ED Consortium (332219)	1,345,900.00	-	-	399,605.00	399,605.00
NW WA Fair Agricultural Center (332236)	470,000.00	-	-	470,000.00	470,000.00
PUD No. 1 Grandview Water Pipeline (332237)	1,600,000.00	-	800,000.00	800,000.00	1,600,000.00
POB Walsh Marine EDI (332238)	250,000.00	-	166,667.00	83,333.00	250,000.00
Forest Street Improvements (3320519001)	99,000.00	99,000.00	-	-	99,000.00
Champion St Parking Lot Controls/Gate (3320519002)	89,000.00	89,000.00	-	-	89,000.00
Totals	5,578,900.00	188,000.00	1,405,364.07	1,754,438.00	3,347,802.07

**Whatcom County
Rural Sales Tax
Expenditures
Report as of 2/28/2019**

Cost Center	Description	Type of Activity	Actual 2001-2013	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Total Actual
332120	Construction Management	Capital Facilities	577,619.13	7,587.74	11,407.89	13,466.01	6,915.47	8,473.53	47.49	625,517.26
332200	CH Remodel - 2nd Floor	Capital Facilities	64,920.00	-	-	-	-	-	-	64,920.00
332201	Glacier Restrooms	Capital Facilities	19,627.74	-	-	-	-	-	-	19,627.74
332203	Hannegan Rd Signalization	Capital Facilities	1,500,000.00	-	-	-	-	-	-	1,500,000.00
332204	Williamson Way	Capital Facilities	125,493.50	-	-	-	-	-	-	125,493.50
332206	Eval Svcs Civic Ctr Bldg	Capital Facilities	1,679,487.91	-	-	-	-	-	-	1,679,487.91
332207	Data Center Generator & UPS	Capital Facilities	186,181.49	21,767.60	-	-	-	-	-	207,949.09
332100	Public Utilities	Capital Facilities	1,950,000.00	80,607.00	1,040,342.74	-	1,504,312.00	-	1,510,475.00	6,085,736.74
332214	Council Chambers Improvements	Capital Facilities	-	-	-	-	-	56,993.81	-	56,993.81
332219	POB-ED Consortium	Capital Facilities	100,000.00	-	-	-	-	-	-	100,000.00
332220	Fiber Optic Cable	Capital Facilities	62,756.00	-	-	-	-	-	-	62,756.00
332230	EDI Program Admin-ED	Capital Facilities	22,500.00	-	-	-	-	-	-	22,500.00
332235	Interim Jail Work Center	Capital Facilities	1,654,000.16	-	-	-	-	-	-	1,654,000.16
332245	One Stop Shop	Capital Facilities	388,051.02	-	-	-	-	-	-	388,051.02
332247	Sm Business Dvlpmnt Council	Capital Facilities	130,800.00	-	-	-	-	-	-	130,800.00
332255	Kendall Comm Ctr/ E. Whatcom Reg	Capital Facilities	1,884,343.00	46,468.00	63,000.00	-	-	-	-	1,993,811.00
332300	Masters Facilities Planning	Capital Facilities	359,445.49	-	-	-	-	-	-	359,445.49
332400	Jail Controls	Capital Facilities	52,629.78	-	-	-	-	-	-	52,629.78
332401	CH Rotunda Roof Replacement	Capital Facilities	178,164.78	-	-	-	-	-	-	178,164.78
332402	CH 2nd Floor Roof Replacement	Capital Facilities	-	-	-	-	-	-	-	-
332404	CH 1st Floor Carpet Replacement	Capital Facilities	6,459.47	-	-	-	-	-	-	6,459.47
332405	CH Domestic Hot Water Heater Rplmnt	Capital Facilities	36,490.56	-	-	-	-	-	-	36,490.56
332406	Innovation Resource Center	Capital Facilities	71,317.20	-	-	-	-	-	-	71,317.20
Total Capital Facilities			11,050,287.23	156,430.34	1,114,750.63	13,466.01	1,511,227.47	65,467.34	1,510,522.49	15,422,151.51
332100	PUD Fiber Optics Plan	Grant	162,283.41	-	-	-	-	-	-	162,283.41
332100	Economic Develop Strat Plan	Grant	90,000.00	-	-	-	-	-	-	90,000.00
332205	EDI Grant-WSU	Grant	300,000.00	-	-	-	-	-	-	300,000.00
332210	Ferndale EDI Centennial Riverfront	Grant	504,900.00	-	-	-	-	-	-	504,900.00
332213	Ferndale Affordable Housing	Grant	12,500.00	1,000.00	8,000.00	500.00	500.00	1,000.00	-	23,500.00
332215	Bowen Field Expansion Project	Grant	175,000.00	-	-	-	-	-	-	175,000.00
332216	West Lynden Infrastructure Imp.	Grant	970,952.00	-	-	-	-	-	-	970,952.00
332217	West Illinois/ Timpsom Way	Grant	350,000.00	-	-	-	-	-	-	350,000.00
332218	POB Index Industries	Grant	200,000.00	-	-	-	-	-	-	200,000.00
332219	POB-ED Consortium	Grant	323,292.05	108,257.80	130,242.28	121,369.50	117,812.52	443,700.00	13,170.00	1,257,844.15
332222	Everson-Mission Rd Imprvm	Grant	249,675.00	-	-	-	-	-	-	249,675.00
332225	Blaine Boardwalk	Grant	436,667.00	-	-	-	-	-	-	436,667.00
332226	Nooksack Water Treatment Upg	Grant	-	-	320,000.00	-	-	-	-	320,000.00
332227	Lynden Water Treatment Plant	Grant	-	-	2,000,000.00	-	-	-	-	2,000,000.00
332228	COB-Regional Stormwater	Grant	-	-	825,000.00	-	-	-	-	825,000.00
332229	COB-Waterfront Project	Grant	-	-	-	-	-	1,100,000.00	-	1,100,000.00
332230	EDI Program Admin-ED	Grant	190,500.00	-	-	-	-	-	-	190,500.00
332231	EDI Grant-BTC	Grant	400,000.00	-	-	-	-	-	-	400,000.00
332232	COB-W Bakerview Overpass	Grant	300,000.00	-	-	-	-	-	-	300,000.00
332233	POB-C Street Rehab	Grant	-	-	-	1,000,000.00	-	-	-	1,000,000.00
332234	POB-All American Marine	Grant	-	-	-	1,000,000.00	-	-	-	1,000,000.00
332235	Interim Jail Work Center	Grant	1,356,000.00	-	-	-	-	-	-	1,356,000.00
332241	NW Economic Cnl-Business Dvlp	Grant	83,682.80	-	-	-	-	-	-	83,682.80
332250	City of Sumas - Haul Road	Grant	225,000.00	-	-	-	-	-	-	225,000.00
332255	Kendall Comm Ctr/ E. Whatcom Reg	Grant	372,792.00	-	-	-	-	-	-	372,792.00
332901	Pt Roberts Medical Clinic	Grant	25,000.00	-	-	-	-	-	-	25,000.00
3320401	Market Depot Bham Grant	Grant	214,000.00	-	-	-	-	-	-	214,000.00
3320402	Delta Line Rd Vista	Grant	170,000.00	-	-	-	-	-	-	170,000.00
Total Grant			7,112,244.26	109,257.80	3,283,242.28	2,121,869.50	118,312.52	1,544,700.00	13,170.00	14,302,796.36
332	Port of Bellingham	Loan	500,000.00	-	-	-	-	-	-	500,000.00
332210	Ferndale-EDI Centennial Riverfront	Loan	1,206,458.00	-	-	-	-	-	-	1,206,458.00
332213	Ferndale Affordable Housing	Loan	440,583.63	49,341.70	242,229.10	96,143.60	252,678.40	142,800.00	37,526.50	1,261,302.93
332215	Sumas-Bowen Field	Loan	175,000.00	-	-	-	-	-	-	175,000.00
332216	West Lynden Infrastructure Imp.	Loan	1,941,905.00	-	-	-	-	-	-	1,941,905.00
332218	POB Index Industries	Loan	500,000.00	-	-	-	-	-	-	500,000.00
332222	Everson-Mission Rd Imprvm	Loan	249,675.00	-	-	-	-	-	-	249,675.00
332224	Nooksack Valley School District	Loan	600,000.00	-	-	-	-	-	-	600,000.00
332225	Blaine Boardwalk	Loan	873,333.00	-	-	-	-	-	-	873,333.00
332226	Nooksack Water Treatment Upg	Loan	-	-	640,000.00	-	-	-	-	640,000.00
332227	Lynden Water Treatment Plant	Loan	-	-	4,000,000.00	-	-	-	-	4,000,000.00
332228	COB-Regional Stormwater	Loan	-	-	1,675,000.00	-	-	-	-	1,675,000.00
332232	COB-W Bakerview Overpass	Loan	350,000.00	-	-	-	-	-	-	350,000.00
332233	POB-C Street Rehab	Loan	-	-	-	-	2,000,000.00	-	-	2,000,000.00
332234	POB-All American Marine	Loan	-	-	-	2,000,000.00	-	-	-	2,000,000.00
Total Loan			6,836,954.63	49,341.70	6,557,229.10	2,096,143.60	2,252,678.40	142,800.00	37,526.50	17,972,673.93
Total			24,999,486.12	315,029.84	10,955,222.01	4,231,479.11	3,882,218.39	1,752,967.34	1,561,218.99	47,697,621.80



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-262

File ID:	AB2019-262	Version:	1	Status:	Agenda Ready
File Created:	04/24/2019	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Resolution		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: Sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution in the matter of considering vacation of Safsten Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The attached resolution in the matter of considering vacation of Safsten Road is submitted per RCW 36.87 and WCC 12-20.

Adoption of this resolution will trigger the County Engineer to report on the proposed vacation at a future Council meeting. Once the County Engineer's report is submitted the road vacation will be considered by Council under a separate resolution and a public hearing will need to be scheduled

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Resolution-Consider Vacation

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

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

Through: Jon Hutchings, Director *JH*

From: Andrew Hester, Real Estate Coordinator *AH*

Date: April 24, 2019

Re: In the Matter of Considering a Vacation of Safsten Road

The attached petition asks for vacation of Safsten Road.

Recommended Action

The attached petition for vacation meets all statutory requirements. It is recommended that the County Council direct the County Engineer to investigate and report his findings to the County Council.

Please contact me at extension 6216 if you have any questions regarding this action.

Encl.

SPONSORED BY: _____

PROPOSED BY: Public Works

INTRODUCTION DATE: _____

RESOLUTION NO. _____

IN THE MATTER OF CONSIDERING A VACATION OF SAFSTEN ROAD

WHEREAS, on January 29, 2019; BP West Coast Products LLC submitted a petition for the vacation of Safsten Road lying within the unincorporated area of Whatcom County, accompanied by the penal sum of \$790.00, and,

WHEREAS, as described in RCW 36.87.010, when a county road or any part thereof is considered useless the Whatcom County Council may declare its intention to formally consider vacation, by resolution.

WHEREAS, without pre-judging the result of its future consideration of this matter, the Whatcom County Council has received sufficient information to warrant consideration of vacation of the right-of-way identified in the above-referenced petition and described more fully below;

NOW, THEREFORE, BE IT RESOLVED that it is the intention of the Whatcom County Council to consider vacation of the following described right of way:

A strip of land 33 feet in width on and along the west line of the E ½ SW ¼ Section 6, Township 39 North, Range 1 East, W.M. Situate in Whatcom County, Washington.

Subject to and/or together with all easements, covenants, restrictions and/or agreements of record or otherwise, and further subject to Whatcom County retaining an easement in respect to the portion of right-of-way proposed for vacation, for the construction, repair, and maintenance of any and all public utilities and services now located on or in the portion that may be vacated.

AND BE IT FURTHER RESOLVED that the County Engineer investigate and report to the County Council on the matter of the proposed vacation so that the Council may set a public hearing on the matter.

APPROVED this _____ day of _____, 2019

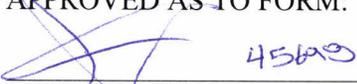
ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, County Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:



Chief Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-266

File ID:	AB2019-266	Version:	1	Status:	Agenda Ready
File Created:	04/24/2019	Entered by:	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Special Executive Only Item		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Consideration of citizen appeal of address change due to road naming requirement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

A citizen appeal has been received from Mr. Frank Tapley to readdress his property off Loomis Trail Road. Whatcom County does not have an appeals committee for citizen address and road naming, hence his request is forwarded to the Whatcom County Council for a decision

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Address Change Appeal - Tapley

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) 715-7450
Fax: (360) 715-7451

MEMORANDUM

To: Whatcom County Council

From: Jon Hutchings, Public Works Director
Joe Rutan, Assistant Director/County Engineer
Doug Ranney, Engineering Manager

Date: April 10, 2018

Re: Appeal by Citizen to Address Change Due to Road Naming Requirement

Frank S. Tapley has submitted an appeal to the Public Works requirement for the readdressing of his property off Loomis Trail Rd. In the absence of a Citizen's Address and Road Naming Appeals Committee, the appeal is forwarded to the Whatcom County Council for decision.

Pursuant to Whatcom County Code 12.60.050, *Requirement for road name*:

"Road names shall be required for all public roads and private roads now existing or hereafter created when such roads:

1. Are any length and serve five or more lots; or
2. Are 1000 feet or greater in length and serve three or more lots."

The private easement road in question serves six lots with existing homes and measures 1,600 feet (see attached map).

Mr. Tapley's property fronts Loomis Trail Road but is accessed from the existing private easement road scheduled to be named. Mr. Tapley does not feel his address should change when the private easement road is named (see attached appeal letter for his argument). The Whatcom County Addressing Committee consisting of multiple municipal representatives including WhatComm 911 and City of Bellingham Fire Department have concurred with the requirement to readdress this property.

WCC 12.60.010 states that "The purpose of this chapter is to provide for a logical system of road naming and address numbering, which is consistent with the desires of Whatcom County residents, with the Whatcom County comprehensive plan, and with the practical needs of county residents, emergency service providers, and visitors."

Public Works recommends that the County Council deny the appeal, uphold the determination that the subject property be re-addressed with the new private road name/number and direct staff to proceed with the readdressing action.

Enclosures:

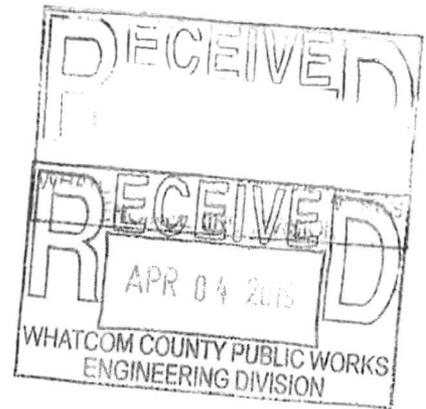
- 1) Vicinity Map
- 2) Tapley Appeal Letter
- 3) Addressing Committee Determination
- 4) Whatcom County Code 12.60.040/050



Citizen of Whatcom County Appeal.

Subject: Road Name Project RN#: RD19-05

Under: Whatcom County Ordinance 96-049



TO: The persons or councilmen in charge of the appeal review.

Date: March 31, 2019

From; Frank S. Tapley, 3566 Loomis Trail Rd, Blaine, Wa.

98230; ph: 360-332-7956

Reason for the Appeal;

The appeal is to the commission because this resident person living on (parcel number 400115181018) wishes to maintain his Loomis Trail address on the ground he feels he does not fully fit the requirements of the ordinance, "AS STATED and REASONS."

April 2, 2019

The Whatcom County Ordinance 98-049 created in 1995, in conjunction with ongoing Road Name Project RN19-05, says:

1. Serve 5 or more lots, or
2. Are 1000 feet in length and serves 3 or more lots.

REASONS FOR APPEAL.

1. My address has been the same for this property since 1987, ie, before the 1995 ordinance.
2. This road has been my driveway since existence and when the only residence on this road.
3. The house is less than 75 feet from Loomis Trail Rd.
4. My PSE utility power does not come from access road. The power pole comes directly off from Loomis Trail Road, onto this property.
5. The property ID # 116149 is not a "lot" it is acerage, as real estate definition of a lot is: a parcels of land inside an acer for multiple single homes.
6. This home is extremely easily visible from Loomis trail for emergency vehicle location.
7. The driveway leading to the house is considered a private but shared driveway.

Conclusion of my Appeal to Whatcom County
Ordinance and road project RN19-05.

I appeal to those who are in charge of the Whatcom County Ordinance 96-049 to retain my addressed location as it now stands, ie, the retention of 3566 Loomis Trail Rd, for any or all the reasons stated and the fact that with todays emergency vehicles, 25 years after the ordinance, all emergency vehicles have GPS for locating residences, making it far more easier and faster than ever before to find locations.

In the past there has been fire trucks and police down this road without any problem.

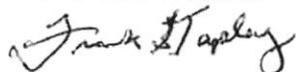
Including that this residence is closer to the Loomis Trail Road than 98% of all other driveways within a full mile distance from Portal Way to Valley View Rd.

I appeal with logic and common sense that my residence being so near and "on" the main road would retain its address for normal use, and in hopes that those in review would have enough common sense and insight to evaluate this appeal in my good favor.

Sincerely:

Frank S. Tapley.

Ph: 360-332-7956



From: Esther Miranda
Sent: Monday, March 25, 2019 9:10 AM
To: Douglas Ranney
Subject: FW: ROAD NANE PROJECT RN19-05 - LOOMIS TRAIL LANE

Hi Doug,

See the response below in regards to whether or not Mr. Frank Tapley will need to change his address to Loomis Trail Lane.

Please let me know if you have any questions.

Thank you,
~Esther

From: Wilson, Robert A. [mailto:rwilson@cob.org]
Sent: Monday, March 25, 2019 9:04 AM
To: Turner, Coni J.; Esther Miranda
Subject: RE: ROAD NANE PROJECT RN19-05

Hi Esther,

I agree with Coni. First responders will no longer be looking for that house to be on Loomis Trail. The access to the home is now off of Loomis Trail Lane. Also, looking at the picture below, I'm not sure the house can even be seen from Loomis Trail Rd..

If they keep the Loomis Trail Rd. address there will be confusion and delay in an emergency. They need to switch to Loomis Trail Lane.

Rob

Robert A. Wilson
Division Chief - Communications
City of Bellingham Fire Dept.
rwilson@cob.org
(360) 778-8432

My incoming and outgoing email messages are subject to public disclosure requirements per RCW 42.56

From: Turner, Coni J.
Sent: Friday, March 22, 2019 2:37 PM
To: Esther Miranda <EMiranda@co.whatcom.wa.us>; Wilson, Robert A. <rwilson@cob.org>
Subject: RE: ROAD NANE PROJECT RN19-05

I remember having an issue similar to this a while back. We did recommend that they change their address since it is off of the private drive, NOT the main road.

I think the same stands here. Rob?

I included a picture. The lot in question is circled. It is hard to see from this, but their driveway does come off of the private roadway.



Coni Turner
GIS Analyst, MSAG Coordinator
WhatComm 911 Center

620 Alabama St, Bellingham, WA 98225
360-778-8907
cturner@cob.org

My incoming and outgoing email messages are subject to public disclosure requirements per RCW 42.56

From: Esther Miranda <EMiranda@co.whatcom.wa.us>
Sent: Thursday, March 21, 2019 3:54 PM
To: Turner, Coni J. <cturner@cob.org>; Wilson, Robert A. <rwilson@cob.org>
Subject: FW: ROAD NANE PROJECT RN19-05

Hi Coni & Rob,

Question for you...

We just completed a road name project off of Loomis Trail Rd. Everyone that accesses this road was okay with the change except for Mr. Tapley.

He would like to keep his old address as his driveway access is less than 100ft away from Loomis Trail Rd.

The new road name is Loomis Trail Lane and will go in effect on June 1.

Your thoughts and input is much appreciated.

~Esther

From: Douglas Ranney
Sent: Thursday, March 21, 2019 3:35 PM
To: Esther Miranda
Subject: RE: ROAD NANE PROJECT RN19-05

Esther,

Please contact EMS for their opinion on this specific situation to put in the file. Do they feel that Mr. Tapley should change his address?

Thanks,

Doug

-DOUGLAS W RANNEY II, P.E., 1 800 848 8484

From: Esther Miranda
Sent: Thursday, March 21, 2019 2:33 PM
To: Douglas Ranney
Subject: FW: ROAD NANE PROJECT RN19-05

From: Esther Miranda
Sent: Wednesday, March 06, 2019 3:36 PM
To: 'Frank Tapley'
Subject: RE: ROAD NANE PROJECT RN19-05

Dear Mr. Frank,

Thank you for your email. We tried reaching you many times at your phone number listed below with no success or option to leave a voice message.

We appreciate your submittal for a road name consideration. EMS/Fire also has a preference for Loomis Trail Lane. Per Whatcom County Code (WCC) 12.60.050, road names are required for all public roads and **private roads** now existing or hereafter created when such roads:

- Are any length and serve five or more lots; or
- Are 1,000 feet or greater in length serve three or more lots.

The private road you currently use measures 1,800 feet and services 6 lots, and thus falls under the criteria of requiring a road name. As mentioned in our second letter, regardless of the distance of your driveway access off Loomis Trail Road, you still access the same private driveway to get to your home. Therefore, your address must be changed along with everyone using the same private road.

We understand you've lived at this location for many years before Whatcom County Engineering was tasked with going through the County to correct and assign address numbers and road names where required. We recognize and apologize for the inconvenience of changing your address. If you still feel your road should not be named at all, please see the following steps below to make an appeal.

APPEALS PROCEDURES

1. Appellant shall, within three weeks of the third notification in the road name process, submit a letter or some sort of documentation explaining their reasons for the appeal to Public Works (PW) Engineering Department.
2. Within 14 calendar days of receipt of the Appeal, it will be forwarded to the Whatcom County Council.
3. At the County Council's direction, PW Engineering Department will inform you of any public hearing regarding the appeal.

Mr. Frank, we appreciate your understanding and participation in this road naming process.

Regards,

~Esther

Esther Miranda

Addressing Clerk – Engineering Services
Whatcom County Public Works
5280 Northwest Drive | Bellingham, WA 98226
Direct: 360.778.6237

NOTE: Incoming and outgoing emails may be subject to public disclosure and/or records retention requirements pursuant to the Public Records Act (RCW 42.56).

**Whatcom County Code Title 12 Roads and Bridges
Chapter 12.60 Road Naming System**

12.60.040 Appointment and responsibilities of the citizen address and road name appeals committee.

A. The county council shall appoint a citizen address and road name appeals committee, hereinafter called the citizen appeals committee, of five members representing the diversity of Whatcom County residents. Committee members shall serve three-year overlapping terms and shall be eligible for reappointment.

B. The responsibilities of the citizen appeals committee shall be as follows:

1. Consider and decide appeals of address numbering, and road name assignments and corrections;
2. Review and decide appeals in enacting the policies and procedures of this chapter;
3. Develop a list of preapproved road names from which applicants may choose;
4. May propose changes or additions in the county's address numbering, road naming, and sign policy.

C. Decisions by the citizen appeals committee may be appealed to the county council. (Ord. 2014-045 Exh. A; Ord. 96-049).

12.60.050 Requirement for road name.

A. Road names shall be required for all public roads and private roads now existing or hereafter created when such roads:

1. Are any length and serve five or more lots; or
2. Are 1,000 feet or greater in length and serve three or more lots.

B. Roads that are not required to be named per subsection A of this section may also be named at the unanimous request of all the property owners served by the road when said road serves three or four existing lots. (Ord. 2014-045 Exh. A; Ord. 96-049).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-134

File ID:	AB2019-134	Version:	1	Status:	Held In Committee
File Created:	02/11/2019	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	05/07/2019	Next Mtg. Date:	03/12/2019	Hearing Date:	
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TITLE FOR AGENDA ITEM:

Discussion regarding an 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

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:
02/26/2019	Council Public Works & Health Committee	DISCUSSED	
03/12/2019	Council Public Works & Health Committee	HELD IN COMMITTEE	Council Public Works & Health Committee

Attachments: Packet Information for May 7, Memo dated 12-27-18-DC, Proposed Ordinance, Application for Franchise-DC

Final Action:
Enactment Date:
Enactment #:



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM
DENIAL

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Telephone: 360-778-6000
Fax: 360-778-6001

Applicability:

This form is for new land use applications where the project parcel is located within the service area boundary of a public water system (PWS) or the within 1/2 mile of an existing PWS. According to Whatcom County Code 24.11 and the Coordinated Water System Plan, the applicant must first attempt to obtain water service from an existing PWS. If a PWS is unable to provide water service, complete and submit this form with original signatures (copies are not accepted) to WCHD with your Water Availability Form application.

Applicant Information:

Property Owner(s): James and Sheri Pounder Phone: (360) 393-5562
Address: 5825 Crystal Springs Lane City: Bellingham State: WA Zip: 98226
Contact Person: Jaime White, Whatcom Land Use Consulting, LLC Phone: (360) 961-2489
Email and/or Alternate Contact: whatcomconsult@comcast.net

I certify that I am the owner or authorized representative of the below noted property. I have examined this form and know the same to be true and correct. I understand this form expires three years from the date of water system authorized representative signature and that information submitted is subject to the Public Records Act RCW 42.56.

Sign: [Signature] Print: Jaime White Date: 7/30/2018

Property Information:

Tax Parcel Number (12 digit number): 3 9 0 3 1 9 4 7 6 1 1 5
Project Type (check one): [X] Single [] Multi-Family [X] ADU [] Commercial [] Plat
Address of Project: Murray Road
Building Permit Number: Plat Name: Lot:

Certification of DENIAL of Public Water:

This Section to be Completed by the Public Water System Authorized Representative

Public Water System Name: Deer Creek Water Assoc. DOH ID#: 1B41BE

This PWS is currently unable to supply water to the above listed parcel for the noted land use application. This form expires three years from the date of water system authorized representative signature.

*Denial conditioned upon terms and receipt of attached Agreement & Easement.
I certify that I am an authorized representative of the above PWS. I understand that information submitted is subject to the Public Records Act RCW 42.56.

Sign: [Signature] Print: Douglas Wittinger Date: 30 Aug '18
Title: Business Manager Address: PO Box 38230 Phone: 360 820.4314
Bellingham, WA 98220

For Health Department Use Only:

[] Received Date: Expires:

By:
Comments or Conditions:



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM
DENIAL

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Telephone: 360-778-6000
Fax: 360-778-6001

Applicability:

This form is for new land use applications where the project parcel is located within the service area boundary of a public water system (PWS) or the within 1/2 mile of an existing PWS. According to Whatcom County Code 24.11 and the Coordinated Water System Plan, the applicant must first attempt to obtain water service from an existing PWS. If a PWS is unable to provide water service, complete and submit this form with original signatures (copies are not accepted) to WCHD with your Water Availability Form application.

Applicant Information:

Property Owner(s): OWB REO, LLC Phone:
Address: 2900 Esperanza Xing City: Austin State: TX Zip: 78758
Contact Person: Bill Larkins Phone: (503) 222-4424
Email and/or Alternate Contact: wlarkins@lvklaw.com

I certify that I am the owner or authorized representative of the below noted property. I have examined this form and know the same to be true and correct. I understand this form expires three years from the date of water system authorized representative signature and that information submitted is subject to the Public Records Act RCW 42.56.

Sign: William L. Larkins, Jr. Print: William L. Larkins, Jr. Date: 03.06.2018

Property Information:

Tax Parcel Number (12 digit number): 3 9 0 2 2 5 4 2 5 3 0 5
Project Type (check one): Single Multi-Family ADU Commercial Plat
Address of Project: 5541 Guide Meridian
Building Permit Number: Plat Name: Guide Meridian Comm. Shc Lot: A

Certification of DENIAL of Public Water:

This Section to be Completed by the Public Water System Authorized Representative

Public Water System Name: Deer Creek Water Association OH ID#: 18418E

This PWS is currently unable to supply water to the above listed parcel for the noted land use application. This form expires three years from the date of water system authorized representative signature.

* SUBJECT TO CONDITION - SEE ATTACHED EXHIBIT A
I certify that I am an authorized representative of the above PWS. I understand that information submitted is subject to the Public Records Act RCW 42.56.

Sign: Douglas Wittinger Print: Douglas Wittinger Date: 04/09/18
Title: Business Manager Address: P.O. Box 30230 Bellingham, WA 98228 Phone: 360.820.4314

For Health Department Use Only:

Received Date: Expires:
By:
Comments or Conditions:

EXHIBIT A

Existing home on proposed LOT "A" is presently served by a private well. Deer Creek will not require existing home to connect to Deer Creek's system until the private well encounters difficulties including water quality and/or water quantity issues.



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM
DENIAL

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Telephone: 360-778-6000
Fax: 360-778-6001

Applicability:

This form is for new land use applications where the project parcel is located within the service area boundary of a public water system (PWS) or the within 1/2 mile of an existing PWS. According to Whatcom County Code 24.11 and the Coordinated Water System Plan, the applicant must first attempt to obtain water service from an existing PWS. If a PWS is unable to provide water service, complete and submit this form with original signatures (copies are not accepted) to WCHD with your Water Availability Form application.

Applicant Information:

Property Owner(s): Darren and Tennitar Pobran Phone: 360-920-6244
Address: 3729 Lemon Grove Dr City: Bellingham State: WA Zip: 98226
Contact Person: Darren Pobran Phone:
Email and/or Alternate Contact: darrenpobran@gmail.com

I certify that I am the owner or authorized representative of the below noted property. I have examined this form and know the same to be true and correct. I understand this form expires three years from the date of water system authorized representative signature and that information submitted is subject to the Public Records Act RCW 42.56.

Sign: [Signature] Print: Darren Pobran Date: 2/28/17

Property Information:

Tax Parcel Number (12 digit number): 390330 329516
Project Type (check one): [X] Single [] Multi-Family [] ADU [] Commercial [] Plat
Address of Project: 5684 Silverado Drive
Building Permit Number: Plat Name: Silverado East Lot: 1

Certification of DENIAL of Public Water:

This Section to be Completed by the Public Water System Authorized Representative

Public Water System Name: Deer Creek Water Assoc. DOH ID#: 18418E
This PWS is currently unable to supply water to the above listed parcel for the noted land use application.
This form expires three years from the date of water system authorized representative signature.

I certify that I am an authorized representative of the above PWS. I understand that information submitted is subject to the Public Records Act RCW 42.56.

*Denial conditioned upon terms of attached Agreement
Sign: [Signature] Print: Douglas Wittinger Date: 2/28/17
Title: Business Manager Address: P.O. Box 30230 Bellingham, WA 98228 Phone: 360.830.4514

For Health Department Use Only:

[] Received Date: Expires:
By:
Comments or Conditions:



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM
"DENIAL"

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Telephone: 360-778-6000
Fax: 360-778-6001

Applicability:

This form is for new land use applications where the project parcel is located within the service area boundary of a public water system (PWS) or the within 1/2 mile of an existing PWS. According to Whatcom County Code 24.11 and the Coordinated Water System Plan, the applicant must first attempt to obtain water service from an existing PWS. If a PWS is unable to provide water service, complete and submit this form with original signatures (copies are not accepted) to WCHD with your Water Availability Form application.

Applicant Information:

Property Owner(s): George Lawrence B. Schickler Phone: 360-398-9976
Address: 5780 Schickler Ln City: Bellingham State: WA Zip: 98226
Contact Person: Lawrence Phone: _____
Email and/or Alternate Contact: sabby.george.lawrence@gmail.com

I certify that I am the owner or authorized representative of the below noted property. I have examined this form and know the same to be true and correct. I understand this form expires three years from the date of water system authorized representative signature and that information submitted is subject to the Public Records Act RCW 42.56.

Sign: George Lawrence Print: George Lawrence Date: 11/20/16

Property Information:

Tax Parcel Number (12 digit number): 390319 228035
Project Type (check one): Single Multi-Family ADU Commercial Plat
Address of Project: 5780 Schickler Ln
Building Permit Number: pending Plat Name: _____ Lot: _____

Certification of DENIAL of Public Water:

This Section to be Completed by the Public Water System Authorized Representative

Public Water System Name: Deer Creek Water Assoc. DOH ID#: 18418E
This PWS is currently unable to supply water to the above listed parcel for the noted land use application.
This form expires three years from the date of water system authorized representative signature.

I certify that I am an authorized representative of the above PWS. I understand that information submitted is subject to the Public Records Act RCW 42.56.

Sign: Douglas Wittinger Print: Douglas Wittinger Date: 08/26/17
Title: Business Manager Address: PO Box 30230 Phone: 360.820.4314
Bellingham, WA 98228

For Health Department Use Only:

Received Date: _____ Expires: _____
By: _____
Comments or Conditions: _____



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM
DENIAL

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Telephone: 360-778-6000
Fax: 360-778-6001

Applicability:

This form is for new land use applications where the project parcel is located within the service area boundary of a public water system (PWS) or the within 1/2 mile of an existing PWS. According to Whatcom County Code 24.11 and the Coordinated Water System Plan, the applicant must first attempt to obtain water service from an existing PWS. If a PWS is unable to provide water service, complete and submit this form with original signatures (copies are not accepted) to WCHD with your Water Availability Form application.

Applicant Information:

Property Owner(s): Dan & Therese Williams Phone: 360-384-3753
Address: PO Box 2553 City: Ferndale State: WA Zip: 98248
Contact Person: Dan Williams Phone: 360-220-4458
Email and/or Alternate Contact:

I certify that I am the owner or authorized representative of the below noted property. I have examined this form and know the same to be true and correct. I understand this form expires three years from the date of water system authorized representative signature and that information submitted is subject to the Public Records Act RCW 42.56.

Sign: Print: Date:

Property Information:

Tax Parcel Number (12 digit number): 3 9 0 2 2 7 4 6 6 1 7 3
Project Type (check one): [X] Single [] Multi-Family [] ADU [] Commercial [] Plat
Address of Project: Howell Rd
Building Permit Number: SFR2016-00195 Plat Name: Donnie's Short Plat Lot: 2

Certification of DENIAL of Public Water:

This Section to be Completed by the Public Water System Authorized Representative

Public Water System Name: Deer Creek Water Assoc. DOH ID#: 19A18E
This PWS is currently unable to supply water to the above listed parcel for the noted land use application.
This form expires three years from the date of water system authorized representative signature.

I certify that I am an authorized representative of the above PWS. I understand that information submitted is subject to the Public Records Act RCW 42.56.

Sign: Douglas Wittinger Print: Douglas Wittinger Date: 22 June '16
Title: Business Manager Address: PO Box 30850 Bellingham, WA 98228 Phone: 360.820.4314

For Health Department Use Only:

[] Received Date: Expires:

By:
Comments or Conditions:



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM
DENIAL

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Telephone: 360-778-6000
Fax: 360-778-6001

Applicability:

This form is for new land use applications where the project parcel is located within the service area boundary of a public water system (PWS) or the within 1/2 mile of an existing PWS. According to Whatcom County Code 24.11 and the Coordinated Water System Plan, the applicant must first attempt to obtain water service from an existing PWS. If a PWS is unable to provide water service, complete and submit this form with original signatures (copies are not accepted) to WCHD with your Water Availability Form application.

Applicant Information:

Property Owner(s): Laurel Boys Phone: 360 441 9644
Address: 250 W Arden City: B'ham State: WA Zip: 98226
Contact Person: Same Phone: Same
Email and/or Alternate Contact: JMKsorensen@gmail.com

I certify that I am the owner or authorized representative of the below noted property. I have examined this form and know the same to be true and correct. I understand this form expires three years from the date of water system authorized representative signature and that information submitted is subject to the Public Records Act RCW 42.56.

Sign: [Signature] Print: Kevin Sorensen Date: 11/19/16

Property Information:

Tax Parcel Number (12 digit number): 390224 328079
Project Type (check one): [] Single [] Multi-Family [] ADU [x] Commercial [] Plat
Address of Project: 250 W Arden Bellingham
Building Permit Number: Plat Name: Lot:

Certification of DENIAL of Public Water:

This Section to be Completed by the Public Water System Authorized Representative

Public Water System Name: Deer Creek Water Association DOH ID#: 18413E

This PWS is currently unable to supply water to the above listed parcel for the noted land use application. This form expires three years from the date of water system authorized representative signature.

* Denial is conditioned upon attached Agreement.

I certify that I am an authorized representative of the above PWS. I understand that information submitted is subject to the Public Records Act, RCW 42.56.

Sign: [Signature] Print: Douglas Wittinger Date: 12/10/16
Title: Business Manager Address: PO Box 30230 Bellingham, WA 98228 Phone: 360.850.4314

For Health Department Use Only:

[] Received Date: Expires:

By:
Comments or Conditions:



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM

DENIAL

WHATCOM COUNTY
HEALTH DEPARTMENT
509 Girard Street
Bellingham, WA 98225
Telephone: 360-778-6000
Fax: 360-778-6001

Applicability:

This form is for new land use applications where the project parcel is located within the service area boundary of a public water system (PWS) or the within 1/2 mile of an existing PWS. According to Whatcom County Code 24.11 and the Coordinated Water System Plan, the applicant must first attempt to obtain water service from an existing PWS. If a PWS is unable to provide water service, complete and submit this form with original signatures (copies are not accepted) to WCHD with your Water Availability Form application.

Applicant Information:

Property Owner(s): Gloria Reyna Gill Phone: 360-815-6892
Address: P.O. Box 1054 City: Lynden State: WA Zip: 98264
Contact Person: Gloria Phone: 360-815-6892
Email and/or Alternate Contact: gloria.gill@landstarmail.com

I certify that I am the owner or authorized representative of the below noted property. I have examined this form and know the same to be true and correct. I understand this form expires three years from the date of water system authorized representative signature and that information submitted is subject to the Public Records Act RCW 42.56.

Sign: Gloria Reyna Gill Print: Gloria Reyna Gill Date: 8-1-16

Property Information:

Tax Parcel Number (12 digit number): 380306140175
Project Type (check one): Single Multi-Family ADU Commercial Plat
Address of Project: 210 E. Horton Bellingham WA 98226
Building Permit Number: _____ Plat Name: _____ Lot: _____

Certification of DENIAL of Public Water:

This Section to be Completed by the Public Water System Authorized Representative

Public Water System Name: Deer Creek Water Assoc. DOH ID#: AB912G

This PWS is currently unable to supply water to the above listed parcel for the noted land use application. This form expires three years from the date of water system authorized representative signature.

*** Denial conditioned upon terms of attached Agreement ***

I certify that I am an authorized representative of the above PWS. I understand that information submitted is subject to the Public Records Act RCW 42.56.

Sign: Douglas Wittinger Print: Douglas Wittinger Date: 01 Aug 16
Title: Business Mgr Address: PO Box 30930 Phone: 360-820-4314
Bellingham, WA 98228

For Health Department Use Only:

Received Date: _____ Expires: _____

By: _____
Comments or Conditions: _____



**WHATCOM COUNTY
HEALTH DEPARTMENT**
509 Girard Street
Bellingham, WA 98225
Phone 676-6724

**PUBLIC WATER
DENIAL**

SECTION ONE - APPLICABILITY

This form is for NEW Land Use Applications where the project is located within the service area boundary of a public water system or the within 1/2 mile of an existing public water system. Applicant must first attempt to obtain water service from an existing public water system.

Complete this form if the public water system is unable to serve the project.

SECTION TWO - INSTRUCTIONS

Complete Section Three and take this form to the water system manager or authorized representative to complete Section Four. Return this completed original form to the Whatcom County Health Department for review (copies will not be accepted).

SECTION THREE - APPLICATION

Building Permit or Plat Applicant's Name G Timothy & Geraldine L. Sumatt
 Current Mailing Address 2942 Mt. Baker Hwy
 City Bellingham State WA Zip 98226 Phone 360-671-0718 Cell: 360-303-8160
 Project Type: Single Family Residence ADU Commercial Plat
 Tax Parcel # 390327499 178 0000 Building Permit # _____

SECTION FOUR - CERTIFICATION

To be completed by the water system manager or authorized representative

Public Water System Name Deer Creek Water Association State ID# 1B418E

This public water system is currently unable to supply water for the above listed land use application. This form expires two years from the date of water system representative signature.

Signature Douglas Wittinger Date 15 Apr '16

Print Name and Title Douglas Wittinger

Address P.O. Box 30230 Bellingham, WA 98226 Phone 360.870.4314

SECTION FIVE - REVIEW

Received Date _____

Comments: _____

by: _____

Whatcom County Environmental Health

expires: _____



**WHATCOM COUNTY
HEALTH DEPARTMENT**
509 Girard Street
Bellingham, WA 98225
Phone 676-6724

**PUBLIC WATER
DENIAL**

SECTION ONE - APPLICABILITY

This form is for NEW Land Use Applications where the project is located within the service area boundary of public water system or the within 1/2 mile of an existing public water system. Applicant must first attempt to obtain water service from an existing public water system.

Complete this form if the public water system is unable to serve the project.

SECTION TWO - INSTRUCTIONS

Complete Section Three and take this form to the water system manager or authorized representative to complete Section Four. Return this completed original form to the Whatcom County Health Department for review (copies will not be accepted).

SECTION THREE - APPLICATION

Building Permit or Plat Applicant's Name Guillermo Powell
 Current Mailing Address 960 W. Smith Rd.
 City Bellingham State WA Zip 98226 Phone 360-739-7746
 Project Type: Single Family Residence ADU Commercial Plat
 Tax Parcel # 3902275001050000 Building Permit # _____
 *adding an ADU to an existing property with a sfr.

SECTION FOUR - CERTIFICATION

To be completed by the water system manager or authorized representative

Public Water System Name Deer Creek Water Association State ID# 18A18E

This public water system is currently unable to supply water for the above listed land use application. This form expires two years from the date of water system representative signature.

Signature Douglas Wittinger Date 07 March '16
 Print Name and Title Douglas Wittinger Business Manager
 Address PO Box 30230 Bellingham, WA 98226 Phone 360.820.4314

SECTION FIVE - REVIEW

Received Date _____

Comments: _____

by: _____

Whatcom County Environmental Health

expires: _____



**WHATCOM COUNTY
HEALTH DEPARTMENT**
509 Girard Street
Bellingham, WA 98225
Phone 778-6000

**PUBLIC WATER
DENIAL**

SITE ADDRESS: 5484 WASCHKE Rd
Bellingham WA
98226

SECTION ONE - APPLICABILITY:

This form is for NEW Land Use Applications where the project is located within the service area boundary of a public water system or the within 1/2 mile of an existing public water system. Applicant must first attempt to obtain water service from an existing public water system.

Complete this form if the public water system is unable to serve the project.

SECTION TWO - INSTRUCTIONS:

Complete Section Three and take this form to the water system manager or authorized representative to complete Section Four. Return this completed original form to the Whatcom County Health Department for review (copies will not be accepted).

SECTION THREE - APPLICATION:

Building Permit or Plat Applicant's Name CHRIS DEHSY
 Current Mailing Address 4170 Cougar Rd
 City Bellingham State WA Zip 98226 Phone 360.661.6622
 Project Type: Single Family Residence ADU Commercial Plat
 Tax Parcel # 390226074258 Building Permit # _____
Construction of one (1) SFR on a 10 Acre parcel

SECTION FOUR - CERTIFICATION:

To be completed by the water system manager or authorized representative

Public Water System Name Deer Creek Water Association State ID# 18A18E
Denial conditioned upon terms of attached Agreement.

This public water system is currently unable to supply water for the above listed land use application. This form expires two years from the date of water system representative signature.

Signature Douglas Wittinger Date 04 March 2016
 Print Name and Title Douglas Wittinger Business Manager
 Address P.O. Box 30230 Bellingham 98220 Phone 360.820.4314

SECTION FIVE - REVIEW:

Received Date _____

Comments: _____

by: _____

Whatcom County Environmental Health

expires: 30

Nothing in this approval shall be construed as satisfying other applicable federal, state, or local statutes, ordinances or regulations.



**WHATCOM COUNTY
HEALTH DEPARTMENT**
509 Girard Street
Bellingham, WA 98225
Phone 676-6724

**PUBLIC WATER
DENIAL**

SECTION ONE – APPLICABILITY:

This form is for NEW Land Use Applications where the project is located within the service area boundary of a public water system or the within 1/2 mile of an existing public water system. Applicant must first attempt to obtain water service from an existing public water system.

Complete this form if the public water system is unable to serve the project.

SECTION TWO – INSTRUCTIONS:

Complete Section Three and take this form to the water system manager or authorized representative to complete Section Four. Return this completed **original** form to the Whatcom County Health Department for review (copies will not be accepted).

SECTION THREE – APPLICATION:

Building Permit or Plat Applicant's Name BRADEN G. MILLER
 Current Mailing Address 817 W PARK DR
 City LYNDEN State WA Zip 98264 Phone (425) 830-0449
 Project Type: Single Family Residence ADU Commercial Plat
 Tax Parcel # 3903292313660000 Building Permit # N/A

SECTION FOUR – CERTIFICATION:

To be completed by the water system manager or authorized representative

Public Water System Name Deer Creek Water Association State ID# 18418E

This public water system is currently unable to supply water for the above listed land use application. This form expires two years from the date of water system representative signature.

Signature Douglas Wittinger Date 09 Sep 2015
 Print Name and Title Douglas Wittinger Business Manager
 Address PO Box 30230 Bellingham 98228 Phone 360.820.4314

SECTION FIVE – REVIEW:

Received Date _____

Comments: _____

by: _____

Whatcom County Environmental Health

expires: _____



WHATCOM COUNTY HEALTH DEPARTMENT
DENIAL FROM PUBLIC WATER SYSTEM

509 Girard Street
Bellingham, WA 98225
Telephone: 360-676-6724
Fax: 360-676-6771

If public water is available for your Land Use Application, please complete the Water Availability Notification Form for Public Water. Forms are available at our office.

SECTION ONE - APPLICABILITY:

Complete this form if you are applying for a Land Use Application and there is an existing public water system that may be able to serve your project.

SECTION TWO - INSTRUCTIONS:

After you have completed Section Three, take this form to the water system manager or authorized representative so they can complete Section Four. Then return this form to Whatcom County Health Department for review.

SECTION THREE - APPLICATION:

Completed by Land Use applicant:

Applicant's Name Luke McGee Applicant's Phone 360-201-5693
Project Name Kelly Ridge Cluster Short Plat Project Number 12017
Project Type (check one): [] Single Family Residence [] ADU [] Commercial [X] Plat
Tax Parcel Number 390334430035 0000
Contact Name Luke McGee Contact Phone 360-201-5693 or
Contact Address 1634 Kelly Rd City Bellingham State WA Zip 98226

SECTION FOUR - CERTIFICATION:

Completed by water system manager or representative.

Water System Name Deer Creek Water Association State ID# 18418E This water
system is unable or unwilling to supply water to the above listed land use application.
*subject property is greater than 2,000 feet from our nearest water main.
Signature and Title Douglas Wittmer Business Manager Date Sep 13, 2013
Address PO Box 30230 Bellingham, WA 98228 Phone 360.820.4314

SECTION FIVE - REVIEW:

Completed by Whatcom County Health Department.

Date received _____

- [] Accepted
[] Rejected
Reason _____

Date _____

**BYLAWS
OF
DEER CREEK WATER ASSOCIATION**

Amended as of October 18, 2016

**ARTICLE I
General Purposes**

The purposes for which this corporation is formed, and the powers which it may exercise are set forth in the Articles of Incorporation.

**ARTICLE II
Name and Location**

Section 1. The name of this corporation is DEER CREEK WATER ASSOCIATION (hereinafter "corporation" or "Association").

Section 2. The principal office of this Association shall be located within Whatcom County, Washington.

**ARTICLE III
Seal**

Section 1. The seal of the Association shall have inscribed thereon the following information: DEER CREEK WATER ASSOCIATION, WASHINGTON, CORPORATE SEAL, 1992.

Section 2. The Secretary/Treasurer of the Association shall have custody of the seal.

Section 3. The seal may be used for causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise applied to or appear on documents and instruments executed by the Association.

**ARTICLE IV
Fiscal Year**

The fiscal year of the Association shall begin the 1st day of January in each year.

**ARTICLE V
Membership**

Section 1. Except as provided below, every person (including any legal entity) who is a record owner of a fee or undivided interest, or having a substantial possessory interest in a property lying within the service area of the Association, may become a member of the Association upon application therefore, signing such Water Service Agreement for the purchase of water as may be provided and required by the Association and upon the payment of such Membership Fee as may be imposed by the Board.

A single membership shall be issued to all persons owning or having a substantial possessory interest in the property. Except as provided in Part B, below, only one parcel of real property, or two or more contiguous parcels in the same ownership may be served with each membership. Only one single family residence may be served with each membership, provided, that the Board of Directors (hereinafter "Board") may upon application, approve an Accessory Dwelling Unit (ADU); an ADU may not require an Additional Membership except as provided in the Water Service Agreement related to the parcel or as directed by the Board.

A. A substantial possessory interest is one in which a person or persons have a legal right to the control and occupancy of a property without a corresponding legal or equitable ownership interest in the property such as under a lease or similar right to possession.

(1) Before membership is allowed to one or more persons claiming such an interest, the Association will obtain the application for membership from the owner of such property on such form as the Association may require.

(2) Where membership is granted to one or more persons having a substantial possessory interest, the Association as a condition to the membership may require such applicant to post such collateral or bond as the directors determine necessary to fully protect the Association from any additional risk to the Association by reason of the lack of legal ownership in the applicant.

B. Multiple memberships may be acquired in anticipation of subdividing a property. Where multiple memberships are granted for a single property, said property must be divided and all memberships applied to the individual properties resulting from such division within three (3) years from the date of memberships, or such other agreement as may be entered into between the Association and the applicant for membership. If the property is not divided within the agreed time, the Association may repurchase the memberships specified in the manner provided in Section 9 below. The Association will not be obligated to return any other fees or charges paid by the member during the time of membership for any such repurchased membership.

Membership may be denied if capacity of the Association's water system is exhausted by the need of its existing members, or, if the proposed use of the applicant is such that it would interfere with existing uses previously authorized by the Board, provided that membership shall not be denied because of the applicant's race, color, creed, or national origin. In the event of an inadequate water supply, the Board may establish and maintain a waiting list in order to prioritize applications for memberships on a "first come, first served" principle.

The Board shall cause to be issued appropriate certificates of membership.

Section 2. Except as otherwise provided herein, each member shall have only one membership for each property served and each membership certificate shall represent one vote. When more than one person holds the interest in a property served, the vote shall be exercised by the person in whose name the certificate is registered, the first-named person of the persons in whose name the certificate is registered or by such person as the several persons may designate in writing and placed on file with the Association, but in no event shall more than one vote be cast with respect to any property.

Section 3. Membership shall be transferable but the transfer will be effective only when noted on the books of the Association and only to a person who obtains a qualifying interest in the property to which the membership is attached. Absent prior written notice to the Association to the contrary, a member will be deemed to transfer his membership in the Association to his successor in interest as part of any transaction in which he alienates his equitable interest to said property. The Secretary/Treasurer, upon request, will make note of such transfer upon the records of the Association and will issue a certificate to the successor in interest of the previous existing member.

Section 4. When a membership in the Association is not transferred, it shall terminate upon the disposition or other termination of the member's equitable interest in the property, regardless of whether or not the certificate is surrendered to the Association.

Section 5. The termination of the membership of any member shall not disqualify for membership any other person who has or obtains an interest in the property of the terminated member and who otherwise meets the requirements of these bylaws.

Section 6. In the event a member's property interest is divested other than by voluntary means, such member's membership will pass to the trustee, receiver, executor, or the like who will be entitled either in person or through a designated representative to exercise all of the rights incident to such membership, but subject to such duties and liabilities also applicable to the membership. Upon the final disposition of such property rights, the owner thereof shall be entitled to a membership if then extant, in like manner as if the membership had been transferred to him by the original member as set forth in Section 4 above.

Section 7. No transfer shall be approved until all accounts related to that membership or property are paid in full. Upon any such membership transfer, the Association shall have the rights specified in ARTICLE XI, Section 5, below.

Section 8. Membership also may be terminated by action of the Board:

- A. When the use of the property is changed so as to materially increase the amount of water consumed to the prejudice of other existing members or to the prejudice of the orderly operation of the system;
- B. In the event of repeated violations of these bylaws or the Water Service Agreement related to the parcel, after the failure to cure the noted violations within thirty (30) days of written notice; and/or
- C. Under the provisions of ARTICLE XI, Section 5, below.

Section 9. Memberships that are not serving habitable or occupied structures are subject to repurchase at the Association's sole discretion, as follows:

- A. The membership owner shall make a written request for repurchase;
- B. The share(s) must not be or have been required in order to effect or maintain a subdivision of the property;
- C. The Board shall confirm that it has adequate financial resources to repurchase the share(s);
- E. The repurchase price shall not include any reimbursement of periodic water or standby charges, or other charges, paid from initial issuance of the membership through the date the repurchase request was submitted; and/or
- F. A repurchase, or transfer of equity to satisfy any agreement made by the Association with a public entity shall be in adherence with such agreement.

ARTICLE VI

Membership Certificates

Section 1. This Association shall not have capital stock. Membership in the Association shall be documented by membership certificates. Such certificates shall represent the right to use and enjoy the benefits of the Association's water supply system upon the execution of a Water Service Agreement, the payment of necessary Membership Fees and the currency of reasonable charges relating to such use, provided such use and enjoyment are consistent with

the rules, regulations, and contracts affecting the same as may from time to time be prescribed by the Board or by any State agency having jurisdiction over the Association.

Section 2. A membership certificate shall be issued to each holder of membership and bear on its face the following statements:

This Membership Certificate No. ____ is issued and accepted in accordance with and subject to the conditions and restrictions stipulated in the Articles of Incorporation and Bylaws and amendments to the same of the DEER CREEK WATER ASSOCIATION.

ARTICLE VII

Meetings of Members

Section 1. The annual meeting of the members of the Association shall be held in Whatcom County, Washington, at the time, date and location designated by the Board in the notice of the meeting.

Section 2. Special meetings of the members may be called at any time by the action of the Board and such meetings must be called whenever a petition requesting such meeting is signed by at least ten (10%) percent of the members and presented to the Secretary/Treasurer or to the Board. The purpose of every special meeting shall be stated in the notice hereof, and no business shall be transacted thereat except such as is specified in the notice.

Section 3. Notice of meetings of members of the Association, both regular and special, shall be given by notice mailed by first-class mail to each member of record, directed to the address shown upon the books of the Association, not less than ten (10) nor more than forty (40) days prior to such meeting. Such a notice shall state the nature, time, place and purpose of the meeting, but no failure or irregularity of notice of any annual meeting, regularly held, shall affect any proceedings taken thereat.

Section 4. The presence at a meeting of members entitled to cast in their own right or by proxy twenty (20) percent of the total number of eligible votes shall constitute a quorum. All proxies shall be in writing and filed with the secretary. Such proxies may be general or restrictive. Proxies shall be revocable and shall not be valid beyond eleven (11) months, nor after termination of the membership by cessation of the member's interest in the property.

Section 5. Directors of this Association shall be elected at the annual meeting of the members as provided in Article VIII, Section 1. Cumulative voting shall not be available.

Section 6. The order of business at the regular meetings and so far as possible at all other meetings shall be:

1. Calling to order and proof of quorum.
2. Proof of notice of meeting.
3. Reading and action on any unapproved minutes.
4. Report of officers and committees.
5. Election of directors.
6. Unfinished business.
7. New business.
8. Adjournment.

ARTICLE VIII
Directors and Officers

Section 1. The Board of this Association shall consist of five members, all of whom shall be members of the Association. At each annual meeting, the members shall elect for a term of three (3) years the number of directors whose terms of office are about to expire. Each director shall hold office for the term for which he is elected and until a successor shall have been qualified and elected.

Section 2. The Board shall meet within ten (10) days after the annual meeting of members and shall elect a president and vice-president from among themselves; each of whom shall hold office until the next annual meeting and until the qualification and election of his successor unless sooner removed by death, resignation or for cause. The Secretary/Treasurer of the Association shall be appointed by the Board, however, the Secretary/Treasurer need not be a member of the Association.

Section 3. If the position of any director becomes vacant by reason of death, resignation, retirement, disqualification or otherwise, a majority of the remaining directors, though less than a quorum shall, by a majority vote, choose a successor who shall hold office until the next regular meeting of the members of the Association, at which time the members shall elect a director for the unexpired term or terms, provided that in the call of such regular meeting a notice of such election shall be given.

Section 4. A majority of the Board shall constitute a quorum at any meeting of the Board. The affirmative vote of the majority of the directors at a meeting at which a quorum is present shall be the act of the board.

Section 5. Compensation, if any, of members of the Board may be fixed only at any regular or special meeting of the members of the Association. Compensation of the Secretary/Treasurer shall be fixed by resolution of the Board.

Section 6. Directors and officers who are directors may be removed from office in the following manner:

A. Any member, officer or director may present charges against such a director or officer by filing them in writing with the Secretary/Treasurer of the Association. If presented by a member, the charges must be accompanied by a petition signed by ten (10) percent of the members of the Association.

B. Such removal shall be voted on at the next regular or special meeting of the members and shall be effective if approved by a vote of a majority of those voting if a quorum is present.

C. The director or officer against whom such charges have been presented shall be informed, in writing, of such charges at least twenty (20) days prior to the meeting, and shall have opportunity at such meeting to be heard in person or by counsel and to present witnesses; and the person or persons presenting such charges against him shall have the same opportunity.

D. If the removal of a director is approved, such action shall also vacate any other office held by the removed director in the Association. A vacancy in the Board thus created shall be filled in accordance with Section 3, above.

A vacancy in any office thus created shall be filled by the Board from among the members so constituted after the vacancy in the board has been filled.
The Secretary/Treasurer may only be removed by the Board.

ARTICLE IX
Duties of Directors

Section 1. The Board, subject to restrictions of law, the Articles of Incorporation, and these Bylaws, shall exercise all of the powers of the Association, and, without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board shall have, and are hereby given, full power and authority in respect to the matters as hereinafter set forth to be exercised by resolution duly adopted by the Board:

- A. To set or reset the Membership Fee, to approve membership applications and to cause to be issued appropriate certificates of membership. The Board may make binding commitments to issue membership certificates and to permit the connection of properties to the system in the future in cases involving proposed construction or may issue such certificates prior to the commencement of the proposed construction.
- B. To select and appoint all agents or independent contractors of the Association, remove such agents or independent contractors of the corporation, prescribe such duties and designate such powers as may be consistent with these bylaws, fix their compensation and pay for faithful services
- C. To borrow from any source, money, goods or services and to make and issue notes and other negotiable or nonnegotiable instruments evidencing indebtedness of the corporation; to make and issue mortgages, deeds of trust, pledges of revenue, trust agreements, security agreements and financing statements and other instruments evidencing a security interest in the assets of the Association; and, to do every act and thing necessary to effectuate the same.
- D. To prescribe, adopt and amend, from time to time such equitable uniform rules and regulations as, in its discretion, may be deemed essential or convenient for the conduct of the business and affairs of the Association and the guidance and control of its officers and independent contractors, and to prescribe adequate penalties for the breach thereof.
- E. To order, at least bi-annually, an audit of the books and accounts of the Association by a competent public auditor or accountant. A review of the books by a competent public auditor or accountant shall be required for years in which an audit is not performed. The report prepared by such auditor or accountant shall be submitted to the members of the Association at their annual meeting, together with a proposed or adopted budget for the ensuing year. Copies of such audits and budgets shall be submitted to such parties as may be required by other agreements.
- F. To establish, develop and maintain Water Service Agreements with all members, to fix and/or alter the charges to be paid by each member for general and/or administrative costs of the Association, operating expenses and services rendered by the Association to the member, and to fix and alter the method of billing, time of payment, manner of connection, and penalties for late or nonpayment of the same. The Board may establish classes of use by members including a user class not then receiving water. All charges shall be uniform and nondiscriminatory within each class of users.

The Board shall, prior to the beginning of each calendar year, determine the following for the following calendar year, and thereafter until the next re-determination by the Board:

- Membership Fee;
- Base rate to be charged each user class of member for general and administrative assessments, operating costs and specified quantities of water;
- The amount of additional charges, if any, for excess water which may be supplied the members;
- Other fees and charges unrelated to base charges or water usage; and
- The amount of penalty for late payments and the due date for such penalties.

G. To require all officers, agents and independent contractors charged with responsibility for the custody of any of the funds of the Association, to give adequate bonds, the cost thereof to be paid by the Association; and it shall be mandatory upon the directors to so require.

H. To select one or more financial institutions to act as depositories of the funds of the Association and to determine the manner of receiving, depositing, and/or disbursing the funds of the corporation, together with the form of checks and the person or persons by whom the same shall be signed, with the power to change such financial institutions and the person or persons signing such checks and the form thereof at will.

I. To levy assessments and/or fees against the members of the Association in such manner and upon such proportionate basis as the directors deem equitable, and to enforce collection of such assessments by the restriction or suspension of water service or other legal methods.

J. To accomplish the purposes of the Association through the engagement of such independent contractors as it selects and engages, making due provision in all agreements for compliance with all applicable safety, environmental and other regulations affecting water utilities.

ARTICLE X **Duties of Officers**

Section 1. Duties of President. The president shall:

- preside over all meetings of the Association and the board of directors;
- call special meetings of the board of directors,
- perform all acts and duties usually performed by an executive and presiding officer, and sign all membership certificates and such other papers of the Association as he may be authorized or directed to sign by the board of directors, provided the board of directors may authorize any person to sign any or all checks, contracts and other instruments in writing on behalf of the Association.
- The president shall perform such other duties as may be prescribed by the Board.

Section 2. Duties of the Vice-President. In the absence or disability of the president, the vice-president shall perform the duties of the president; provided, however, that in the case of death, resignation or disability of the president, the Board may declare the office vacant and elect his successor.

Section 3. Duties of the Secretary/Treasurer. The Secretary/Treasurer (or Board approved designee) shall:

- attend all regular and annual meetings and keep an accurate and complete written and electronic record of these meetings;
- maintain a membership roster that includes names, property and member address, cost and date of share acquisition, transfer, termination, and/or repurchase;
- prepare data and reports in order to comply with appropriate Federal, State, and Local financial or regulatory laws pertaining to water systems of the size operated by this Association;
- monitor, evaluate, and coordinate the activities of all entities hired by the Association to perform work; and
- shall continuously keep the Board informed of the above-mentioned matters including any responsibilities listed within any work-for-hire agreement.

ARTICLE XI

Benefits and Duties of Members

Section 1. The Association shall own, operate and maintain the water main from its source of supply throughout the existing distribution system and public service lines.

Section 2. The requirements of the Association with respect to water mains and extensions, public and private service lines, meters, easements, construction and materials standards and other provisions relating to the facilities and equipment of or connected to the distribution system of the Association shall be governed by the Association's Development Regulations and/or policies.

Section 3. Each member may be permitted to purchase from the Association, pursuant to such Water Service Agreement as may from time to time be provided and required by the Association, such water as is needed by him for domestic, commercial, agricultural, industrial or other purposes as a member may desire, subject, however, to the provisions of these bylaws, to such rules and regulations as may be prescribed by the board of directors and by any State agency with jurisdiction. Each member shall be entitled to have delivered to him through his service lines only such water as may be necessary to supply the needs of each member on a single land parcel, including his family, business, agricultural or industrial requirements.

Section 4. In the event the total water supply shall be insufficient to meet *all* of the needs of the members or in the event there is a shortage of water, the Association may prorate the water available among the various members on such basis as is deemed equitable by the board of directors, and may also prescribe a schedule of hours covering use of water for commercial, agricultural or industrial purposes by particular members and require adherence thereto or prohibit the use of water for commercial, agricultural or industrial purposes; provided, that if at any time the total water supply shall be insufficient to meet all of the needs of all of the members for domestics, livestock, commercial, agricultural or industrial purposes, the Association must first satisfy all of the reasonable needs of the members for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all of the members for domestic and livestock purposes before supplying any water for commercial, agricultural or industrial purposes; and, provided further, that the Association may cut off the flow of water to the nondomestic service lines until such time as the supply of water from the system is sufficient to meet the needs of all of the members for domestic, livestock, and agricultural purposes. During such periods of shutoff the cost, if any, of resuming the flow of water to such service lines shall be borne by the Association.

Section 5. A member shall pay all base, water or other charges or assessments at the office designated by the Association at or prior to the dates fixed by the Board. Failure of a member to

pay the duly imposed base charges, water usage charges, assessments, Membership fees, late payment penalties and/or service fees, such non-payment shall result in the following:

- Nonpayment within thirty (30) days from the due date for each billing period shall result in the imposition of a late payment penalty.
- For accounts remaining unpaid at and after sixty (60) days following the due date, a water restriction device may be installed in the water meter without notice thereof to such delinquent member. Upon payment in full by the delinquent member of all amounts then due the Association, such member shall be entitled to have the water restriction device removed from the meter.
- For accounts remaining unpaid at and after ninety (90) days following the due date, the Association shall turn off the water and/or require all outstanding balances to be paid prior to resumption of water service.
- For accounts remaining unpaid at and after one hundred twenty (120) days following the due date the Board may record a lien against the Member's real property to which the water share is appurtenant. Any such lien shall describe the Member's property and shall recite all amounts then due the Association. The Board shall have the authority to foreclose its lien in the manner provided under Washington State law for the foreclosure of mortgages. The payment necessary to reinstate a Member's account following the recording of a lien shall include a lien fee, all recording costs for the lien and its release, as well as all attorney fees associated with the preparation, recording and release of the lien.
- For accounts remaining unpaid at one hundred eighty (180) days following the due date shall result in the water share being terminated as of that date. The member shall be notified in writing at the address listed on the Association books at least thirty (30) days prior to the termination date. A member shall have the right to reinstate (redeem) the share by payment of amounts then due the Association, plus all costs and attorney fees incurred by the Association with respect to the terminated account within thirty (30) days of the termination date.
- During the time a member's property is subject to a water restriction device, a member shall have no right to vote in the affairs of the Association. After termination and during the reinstatement period, the member shall have no right to vote in the affairs of the Association.

Section 6. Prior to the receipt of water each member shall execute the form of Water Service Agreement then required by the Board and the same shall be recorded with the Whatcom County Auditor. Failure to execute an initial Water Service Agreement, or any revision of the same prepared and required by the Board may result in immediate water shut-off, service charges, and/or termination of water share

ARTICLE XII

Distribution of Surplus Funds

It is not anticipated that there will be any surplus funds or net income to the Association at the end of the fiscal year after provisions are made for the payment of the expenses of operation maintenance and the funding of the various reserves for depreciation, debt retirement, and other purposes, including those required by the terms of any borrowing transaction. In the event that there should exist such surplus funds or net income, they may be placed in an existing or new

reserve account to be used for the early retirement of any outstanding indebtedness or be used for the improvement and/or extension of the Association facilities as the Board may determine to be in the best interest of the Association and to the extent not otherwise provided for by any contractual arrangement. The occurrence in subsequent fiscal years of surplus funds or net income above the requirements of the corporation as above mentioned, including, if any, a reserve for improvements and extension of the facilities shall be taken into consideration by the board of directors in determining the water rates to be charged the members.

ARTICLE XIII
Amendments

These bylaws may be repealed or amended by a vote of a majority of the members present at any regular meeting of the Association, or at any special meeting of the Association (in person or via proxy) called for that purpose. The members shall not have the power to change the purposes of the Association so as to decrease its rights and powers under the laws of the state except by amendment to the Articles of Incorporation, or to waive any requirements of bond or other provision for the safety and security of the property and funds of the Association or its members, or so to amend the bylaws as to effect a fundamental change in the policies of the Association.

ARTICLE XIV
Indemnification

To the full extent permitted by the Washington law the Association shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or on behalf of the Association or otherwise) by reason of the fact that s/he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding; and the Board may, at any time, approve indemnification of any other person which the Association has the power to indemnify under the Washington Non-Profit Corporation Act. The indemnification provided by this article shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

ARTICLE XV
Transition

The enforcement alternatives specified in Article XI Section 5 shall be effective from and after the date of adoption of these Bylaws with respect to delinquencies occurring subsequent to said adoption date, which is October 18, 2016.



Vaughn Hagen
President



Douglas Wittinger
Secretary/Treasurer



STATE OF WASHINGTON
DEPARTMENT OF HEALTH
NORTHWEST DRINKING WATER REGIONAL OPERATIONS
20435 72nd Avenue South, Suite 200, Kent, Washington 98032-2358

February 7, 2011

BOARD OF DIRECTORS
DEER CREEK WATER ASSOCIATION
PO BOX 1010
LYNDEN WA

RE: Deer Creek Water Association, ID #18418E and
Deer Creek Water Association - Guide South, ID #AB912-G
Whatcom County
Water System Plan - 2010
Submittal #06-0401

Dear Members of the Board:

The Deer Creek Water Association Water System Plan (WSP), received by the Office of Drinking Water (ODW) on March 31, 2006, with revisions submitted on September 8, 2010, has been reviewed and in accordance with the provisions of WAC 246-290-100, is hereby **APPROVED**.

Approval of this WSP is valid as it relates to current standards outlined in Washington Administrative Code (WAC) 246-290 revised July 2008, WAC 246-293 revised September 1997, and RCW 70.116, and is subject to the qualifications herein. Future revisions in the rules and statutes may be more stringent and require facility modification or corrective action. An approved update of this WSP is required on or before **February 7, 2017**, unless ODW requests an update or plan amendment pursuant to WAC 246-290-100(9).

APPROVED NUMBER OF CONNECTIONS

Deer Creek Water Association, ID #18418E: This water system is hereby approved to serve 1070 residential (including small commercial) and 19 large users for a total of 1089 service connections, which equals 1170 equivalent residential connections (ERUs). The water facility information (WFI) in our files indicates that this system currently serves 492 residential and 16 large users for a total of 508 active service connections.

Deer Creek Water Association – Guide South, ID #AB912G: This water system is fully supplied from the City of Bellingham under an agreement with the Deer Creek Water Association. The capacity of this system is **unspecified**. The water facility information in our files indicates that this system currently serves 87 active residential (including small commercial) service connections. The WSP indicates that some of the existing residential connections near Kline Road may eventually be connected to the main Deer Creek water system (ID #18418E), which will consume some of the available capacity in that system if and when this occurs.

Updated WFI forms reflecting the above will be sent to you. We ask that you review the updated forms and return them to this office within 30 days. We also recommend that you review and update the number of existing connections as well as your commitments for water service at this time.

LOCAL GOVERNMENT CONSISTENCY

This document meets local government consistency requirements for WSP approval pursuant to RCW 90.03.386 and RCW 43.20.

WATER RESOURCES

This approval does not provide any guarantee and should not be considered to provide any guarantee concerning legal use of water or any subsequent water right decisions by the Department of Ecology.

SERVICE AREA AND DUTY TO SERVE

Pursuant to RCW 90.03.386(2), the service area identified in this WSP service area map may now represent an expanded "place of use" for this system's water rights. Changes in service area should be made through a WSP amendment.

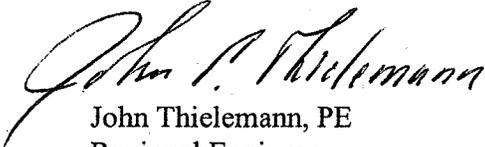
The Deer Creek Water Association has a duty to provide new water service within its retail service area. This WSP includes service policies to describe how your system plans to provide new service within your retail service area.

CONSTRUCTION WAIVERS

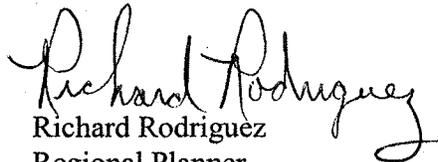
Standard Construction Specifications for distribution main extensions in this WSP are approved. Consistent with WAC 246-290-125(2), this system may proceed with the installation of distribution main extensions provided this system completes and keeps on file the enclosed construction completion report form in accordance with WAC 246-290-125(2) and WAC 246-290-120(5) and makes it available for review upon request by ODW.

We recognize the significant effort and resource commitment involved in the preparation of this WSP. Thank you for your cooperation.

Sincerely,



John Thielemann, PE
Regional Engineer
(253) 395-6761



Richard Rodriguez
Regional Planner
(253) 395-6771

cc: Laurette Rasmussen, Whatcom County Health Department
Aniela Sidorska, ODW – Northwest Drinking Operations
Larry Kwiakowski, Whatcom County Planning and Development
Jacque Klug, Department of Ecology, NWRO
Tom Schoen, Manager – Deer Creek Water Association
Carl Reichhardt, Reichhardt & Ebe Engineering, Inc.



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 Deer Creek Water Association

DATE: December 27, 2018

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Deer Creek Water Association, 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**

Deer Creek Water Association 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 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.

WHEREAS, Deer Creek Water Association (hereinafter referred to as "Deer Creek Water"), 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, Deer Creek Water has operated a system of water mains and water distribution lines and other facilities within a portion of Whatcom County under a previous fifty-year franchise ordinance, adopted by the County Council on May 31, 1978 and approved by the County Executive;

WHEREAS, Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water intend that the previous franchises granted to Deer Creek Water 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 Deer Creek Water, 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 "Deer Creek Water" means Deer Creek Water Association, and its successors and assigns.

1.1.3 "Franchise Area" means all public county roads, county public ways, and county property now owned or hereafter dedicated to the County within the boundaries of Township 38 North, Range 2 East; Township 38 North, Range 3 East; Township 39 North, Range 2 East; and Township 39 North, Range 3 East in Whatcom County, Washington or as may hereafter be amended and attached hereto.

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 Deer Creek Water facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Deer Creek Water 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, Deer Creek Water's 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, Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Deer Creek Water 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 Deer Creek Water by such County codes and ordinances.

4.2 Deer Creek Water's 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 Deer Creek Water which shall, at its own expense, act promptly to rectify the

problem in consultation with the County. Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water shall have preference as to the positioning and location of such utilities so installed with respect to Deer Creek Water. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Deer Creek Water shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Deer Creek Water's Facilities.

4.4 The locating, laying, construction, operation and maintenance of Deer Creek Water's 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 Deer Creek Water's Facilities, provided that Deer Creek Water and the County shall first check with the locator service to determine whether or not any of Deer Creek Water's lines are located in the proposed work area. Upon finding from the locator service that Deer Creek Water does have lines located within the proposed work area, the County shall provide Deer Creek Water with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Deer Creek Water may protect its Facilities. Failure of Deer Creek Water to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Deer Creek Water the otherwise-required advance notice of proposed work.

4.5 Deer Creek Water 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, Deer Creek Water shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Deer Creek Water fails to comply with this provision, and by its failure, property is damaged, then Deer Creek Water 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, Deer Creek Water 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 Deer Creek Water first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Deer Creek Water. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Deer Creek Water 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 Deer Creek Water's 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, Deer Creek Water shall be governed by and conform to the general rules adopted by the County Engineer; and Deer Creek Water 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. Deer Creek Water 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 Deer Creek Water or its agents in a condition dangerous to life or property, and Deer Creek Water upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Deer Creek Water and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Deer Creek Water that necessitates immediate repair by the County or its agents on an emergency basis where notice to Deer Creek Water 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 Deer Creek Water.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Deer Creek Water shall reasonably conform to the standards and specifications established by the County Engineer. Deer Creek Water 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 Deer Creek Water 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, Deer Creek Water 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, Deer Creek Water 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). Deer Creek Water 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 Deer Creek Water.

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, Deer Creek Water shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Deer Creek Water's 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 Deer Creek Water. 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 Deer Creek Water 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. Deer Creek Water 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 Deer Creek Water, such relocation or adjustment of Deer Creek Water's Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Deer Creek Water 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 Deer Creek Water of such alternatives in writing, the County shall evaluate such alternatives and shall advise Deer Creek Water in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Deer Creek Water's

Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Deer Creek Water 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, Deer Creek Water 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) Deer Creek Water from future relocation or adjustment of Deer Creek Water's 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 Deer Creek Water's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Deer Creek Water's Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Deer Creek Water, at a time and upon terms acceptable to Deer Creek Water, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Deer Creek Water in the relocation of Deer Creek Water's Facilities; and

6.3.2 Indemnify and save Deer Creek Water 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 Deer Creek Water's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Deer Creek Water's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Deer Creek Water's Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Deer Creek Water 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 Deer Creek Water's Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Deer Creek Water 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 Deer Creek Water shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Deer Creek Water 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 Deer Creek Water agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne by Deer Creek Water 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 Deer Creek Water exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Deer Creek Water, 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, Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to pay to Deer Creek Water all relocation costs and expenses in excess of the portion borne by Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water 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, Deer Creek Water 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 Deer Creek Water, its agents, servants or employees in exercising the rights granted to Deer Creek Water 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 Deer Creek Water thereof, and Deer Creek Water 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 Deer Creek Water thereof, and Deer Creek Water 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 Deer Creek Water and the County, Deer Creek Water 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, Deer Creek Water shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Deer Creek Water's 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 Deer Creek Water 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 Deer Creek Water proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Deer Creek Water shall notify the County of the same and the County shall have the option, with the concurrence of Deer Creek Water, to acquire in place of such Deer Creek Water proposed easements, additional public rights-of-way or equivalent public utility easements for use by Deer Creek Water. 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 Deer Creek Water's 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 Deer Creek Water's 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 Deer Creek Water, 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 Deer Creek Water allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Deer Creek Water from exercising its powers of eminent domain. Should Deer Creek Water 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 Deer Creek Water, reserve an easement to Deer Creek Water for Deer Creek Water's 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 Deer Creek Water for the temporary adjustment of Deer Creek Water's Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such

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.

arrangements, upon terms and conditions acceptable to Deer Creek Water, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Deer Creek Water 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 Deer Creek Water 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, Deer Creek Water shall have no rights under this Franchise nor shall Deer Creek Water be bound by the terms and conditions of this Franchise unless Deer Creek Water 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 Deer Creek Water 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, Deer Creek Water shall be deemed to have rejected the same. In case of Deer Creek Water's 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., Deer Creek Water's Facilities, which was granted by the County and accepted by Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water, 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 Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water, 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 Deer Creek Water: Business Manager
Deer Creek Water Association
PO Box 30230
Bellingham, WA 98228

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 Deer Creek Water shall keep in effect, a liability insurance policy covering all liability of Deer Creek Water to the County, including any assumed by contract between Deer Creek Water and any other party, with limits at least in the amount of \$1,000,000. In lieu of the insurance requirement of this Section, Deer Creek Water may self-insure against such risks. At the time of Deer Creek Water's acceptance of this Franchise and otherwise upon the County's request, Deer Creek Water 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 Deer Creek Water 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 Deer Creek Water's 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 Deer Creek Water cannot be corrected with due diligence within said sixty (60) day period (Deer Creek Water's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Deer Creek Water may so comply shall be extended for such time as may be reasonably necessary and so long as Deer Creek Water 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:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Deer Creek Water Association

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair

water mains

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:

all roads and rights-of-way within or adjacent to our DOH and Whatcom Co. approved Service Area, as now or in the future, configured.

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this continuation of franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise continuation herein requested.

DATED: 29 Dec 2016

Deer Creek Water Association

Company Name

PO Box 30230

Mailing Address

Bellingham WA 98226

City State Zip

360.820.4314

Phone Number

Douglas Wittinger

Signature of authorized agent/owner

Douglas Wittinger

Print or type name

Its Business Manager

Deer Creek Water Association - (18418-E) Member Parcels and Service Area - February 2012

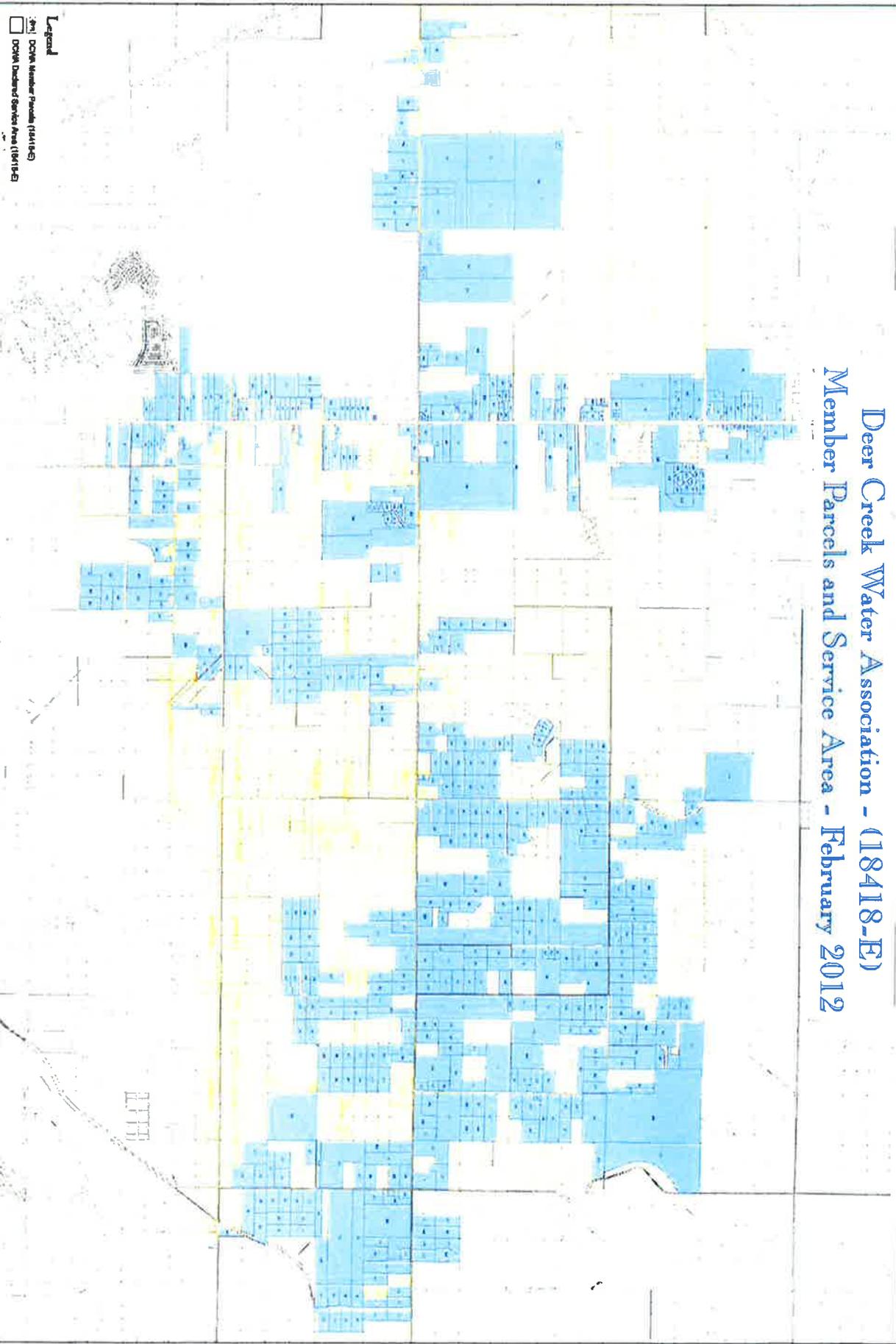
- Legend**
- Deer Member Parcel (18418-E)
 - DCWA District Service Area (18418-E)

1st Edition

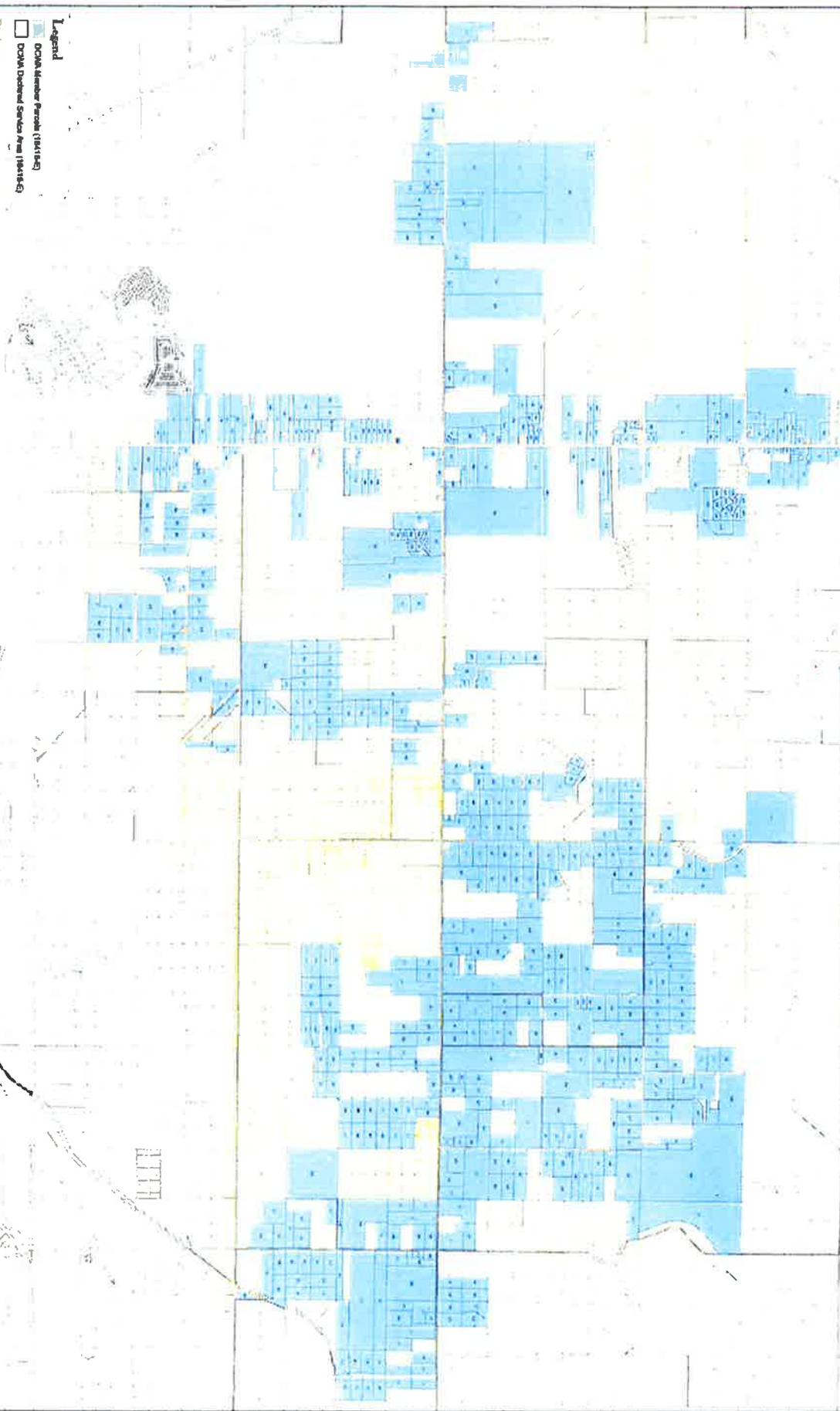
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Coordinate System: NAD 83 StatePlane Washington North FIPS 4901
Projection: Lambert Conformal Conic
False Easting: 1,000,000
False Northing: 0
Standard Parallel 1: 47.5000
Standard Parallel 2: 49.7333
Latitude of Origin: 47.0000
Units: Meter



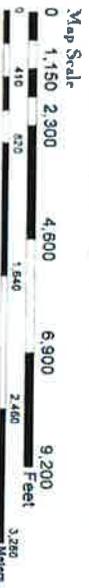
Deer Creek Water Association - (18418-E) Member Parcels and Service Area - February 2012



Legend
■ DCHA Member Parcel (1/15/12)
 DCHA District Service Area (1/15/12)

Disclaimer

This map was created by Global Mapping and Survey Associates based on data as of January 25, 2012. The publisher warrants that the information contained herein is true and correct to the best of our knowledge and belief. The publisher does not warrant, represent or guarantee the accuracy, reliability, completeness or timeliness of the information. The publisher shall not be liable for any errors or omissions in this map, or for any consequences arising from the use of the information. The publisher shall not be liable for any damages, including general, special, incidental or consequential damages, or for any loss of profits or business, or for any other damages, arising from the use of the information. The publisher shall not be liable for any damages, including general, special, incidental or consequential damages, or for any loss of profits or business, or for any other damages, arising from the use of the information. The publisher shall not be liable for any damages, including general, special, incidental or consequential damages, or for any loss of profits or business, or for any other damages, arising from the use of the information.



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 False Easting: 500000
 False Northing: 0
 Central Meridian: -105.0000
 Standard Parallel 1: 44.0000
 Standard Parallel 2: 44.0000
 Latitude of Origin: 47.0000
 Scale Factor: 0.9999





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-255

File ID:	AB2019-255	Version:	1	Status:	Agenda Ready
File Created:	04/22/2019	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Special Executive Only Item		

First Assigned to: Council Planning and Development Committee

Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: maamot@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request County Council review and approval of the Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulations (this plan will guide public participation efforts relating to comprehensive plan and development regulation amendments)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Growth Management Act requires counties to develop public participation programs for comprehensive plan and development regulation amendments. A draft Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments has been developed for Council review and approval. This plan will guide public participation efforts relating to comprehensive plan and development regulation amendments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo to Council, Draft Public Participation Plan

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius
Director

Memorandum

April 22, 2019

TO: The Honorable Jack Louws, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

RE: Draft Public Participation Plan

The Growth Management Act (GMA) requires counties to develop public participation programs for comprehensive plan and development regulation amendments. The Whatcom County Council approved the 2018 Public Participation Plan last May, after review by the Planning Commission. The County is now updating this Plan.

The Public Participation Plan identifies statutory requirements (GMA provisions) and lists docketed comprehensive plan and development regulation amendments that have been initiated for further review by the County Council.

The Plan classifies proposed comprehensive plan and development regulation amendments as level 1, 2 or 3 projects for determining the public participation approach. The process for each level is summarized below:

Level 1 – Requires a staff report, notice in the newspaper, posting the proposal on the website, and sending it to the County’s e-mail list. It also requires two public hearings, one before the Planning Commission and one before the County Council, prior to final Council action.

Level 2 – Requires all Level 1 processes, plus developing alternatives (when appropriate) and review by and advisory committee, agency, county department, or City.

Level 3 – Requires all Level 2 processes, plus a town hall meeting.

Proposed changes from last year’s Public Participation Plan include:

1. Inserting Shoreline Program Update under Statutory Requirements – State law requires the Shoreline Management Program update to be completed by June 2020. The County is commencing the process to update the Shoreline Program.

Therefore, it is being added to the Public Participation Program as a Level 3 project.

2. Inserting New Docketed Amendments - Inserting the new comprehensive plan and development regulation amendments that the County Council initiated for review in 2019 (Resolution 2019-015).
3. Removing Amendments - Deleting amendments that were previously initiated but have completed the review process or were withdrawn.

The draft Public Participation Plan was posted on the County website on March 29, 2019. Notice of the Planning Commission hearing was published in the Bellingham Herald on March 29, 2019. A link to the draft Plan and notice of the Planning Commission hearing were sent to the people and agencies on the County's e-mail list on April 1, 2019.

The Planning Commission held a public hearing and issued their recommendations on April 11, 2019. The Commission recommended approval of the Public Participation Plan, with one modification to the staff draft:

- Change the *Wind Energy System Amendments* (PLN2018-00008) from a Level 1 to a Level 2 project (see pages 4-3 and 4-4). As mentioned above, Level 2 includes developing alternatives (when appropriate) and review by an advisory committee, agency, county department, or the appropriate City.

Thank you for your review and consideration of the proposal. We look forward to discussing it with you.

Public Participation Plan

Whatcom County Comprehensive Plan and Development Regulation Amendments

Planning Commission Recommended Version

April 11, 2019

~~Approved by the County Council~~

~~May 8, 2018~~

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Chapter 1. Introduction

This Public Participation Plan (PPP) is intended to guide the County in reviewing comprehensive plan and development regulation amendments. The Plan is required by state law (RCW 36.70A.140), which indicates:

“Comprehensive plans – Ensure public participation. Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. . . .”

The bolded sentence of RCW 36.70A.140 above guided the County in developing this PPP. Prior to implementation, this plan will have been reviewed by the planning commission and the county council, with opportunity for the public to comment. The plan will be implemented as adopted.

The issues that will be considered as part of County’s review and amendment of the comprehensive plan and development regulations are divergent and far-reaching. A one-size-

fits-all approach to this public participation plan for all of these very different types of issues would not be effective and would do a disservice to the residents of Whatcom County.

This PPP outlines the public participation approach that will be taken with each issue rather than a generic overall approach. The objective of this plan is to provide a clear process for each issue so residents can easily determine how best to be involved in the issues they care about most.

There are other planning issues that require public participation that may not be mentioned in this plan, including standard map and text amendments to Title 20 Zoning that are initiated for review after approval of this plan. At minimum, these items will be processed as Level 1 projects. If additional public participation is required or another approach is appropriate, the Planning and Development Services Department will upgrade the item to a more vigorous approach. Please see Chapter 4 for more information about public participation approaches.

Ongoing programs administered through the Planning Department also provide opportunities for public participation through their respective advisory committees. The Agricultural Advisory Committee, Purchase of Development Rights Oversight Committee, Forestry Advisory Committee, Surface Mining Advisory Committee, and Wildlife Advisory Committee meet as needed to assist in the administration of their programs, and may recommend amendments to the comprehensive plan and County Code. These advisory committee meetings are open to the public. More information on these programs can be found at:

<http://www.whatcomcounty.us/210/Boards-Commissions> .

The PPP is designed to meet the following objectives:

- Provide a roadmap for the public, outlining a clear and accessible public process for comprehensive plan and development regulation amendments;
- Ensure input is sought from a broad base of public participants and is elicited in a timely fashion, considered, and incorporated as appropriate into review of Comprehensive Plan and Development Regulation amendments; and
- Make a concerted and continuous effort to ensure that elected officials and staff are fully aware of and understand community and stakeholder concerns.

1.1. Public Participation Plan Format

To meet PPP objectives consistent with GMA goals this document:

- Outlines the **issues** that will be considered (Chapter 2);

- Identifies the potential project **participants** in the comprehensive planning process (Chapter 3), and;
- States the **approach** that will be taken with each issue (Chapter 4).

Chapter 2. The Issues

The issues that Comprehensive Plan and development regulation amendments will address can be divided into two categories: statutory requirements and docketed requests. This section of the PPP outlines these issues, within these categories. Each issue has been assigned a number beginning first with an “S” or “D” for “statutory” or “docket” respectively. These numbers will carry with each issue to Chapter 4 of this document. Chapter 4 will go into greater detail on the public participation approach that the County will take on each of these issues.

2.1. Statutory Requirements

The Growth Management Act ([GMA](#)) requires Whatcom County to address certain issues in the comprehensive plan and/or development regulations. The following is a current list of identified statutory requirements:

- S-1. **Forest Practices** (RCW 36.70A.570, amended in 2007 by SHB 1409) – Relating to the transfer of jurisdiction over conversion-related forest practices to local governments. For counties planning under the GMA, if more than 25 Class IV applications had been filed with the DNR between certain dates, then the county, and the cities within it, are required to adopt forest practices approval ordinances.
- S-2. **Utilities to Schools in Rural Areas** (RCW 36.70A, amended in 2017 by HB 2243) – The State Legislature amended the GMA to indicate it does not prohibit extension of public facilities and utilities to serve a school in a rural area if certain conditions are met.
- S-3. **Buildable Lands / ~~Review and Evaluation Program–Countywide Planning Policies~~** (RCW 36.70A.070, .115, .215, amended in 2017 by [HBESSB 5254](#)) – Whatcom County is now subject to the buildable lands (review and evaluation) program requirements of the GMA, which formerly only applied to six large counties in the state. This bill requires the County to address a number of issues, which include updating the County-wide Planning

Policies. Additionally, the County will issue a buildable lands report that compares growth assumptions in the comprehensive plan with actual growth that has occurred and, if necessary, develop reasonable measures to reconcile any inconsistencies. This process involves determining if there is sufficient suitable land to accommodate growth projections. It is anticipated that the Countywide Planning Policies will be reviewed in 2019-20. The buildable lands report is due by June 30, 2021. This report must be considered in the next countywide Comprehensive Plan and development regulation update, which is due by June 30, 2024.

- S-4. Shoreline Management Program Update (RCW 90.58.080). Review and, if necessary, revise the Whatcom County Shoreline Management Program to assure it complies with applicable law and guidelines and to assure consistency with the County's comprehensive plan and development regulations. The Shoreline Management Program update is due by June 30, 2020.

2.2. Docketed Amendment Requests

The items in this section were initiated for further review by the County Council under Resolution ~~2019-015~~~~2018-005~~ or by a paid application. As with statutory requirements in the previous section, this list will be updated on an annual basis.

D-1. MRL Expansion - Breckenridge Rd. (PLN2019-00002) - Amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 22.8 acres off Breckenridge Rd., east of Nooksack. The underlying zoning is Rural one dwelling/five acres (R5A).

D-2. Lummi Island Ferry Amendments (PLN2019-00004) - Amend Whatcom County Comprehensive Plan provisions relating to the Lummi Island Ferry. Modify Policy 6A-1 relating to ferry level of service and delete Policy 6C-9 relating to a ferry feasibility study as shown in Resolution 2018-026.

D-3. Density Credit Program - Zoning Code Amendments (PLN2019-00005) - Amend the Whatcom County Zoning Code to implement the following recommendations contained in the TDR/PDR Multi-Stakeholder Work Group Final Report dated October 3, 2018: (1) modify the UR4 zone in the Birch Bay Urban Growth Area to allow increased density if density credits are purchased and (2) modify the code to allow larger accessory dwelling unit size if density credits are purchased.

D-4. Whatcom County Code Amendments (PLN2019-00006) - Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act may also be considered.

D-5. Point Roberts Subarea Plan and Point Roberts Special District (PLN2019-00007) - Review and, if needed, revise the Point Roberts Subarea Plan and the Point Roberts Special District (WCC 20.72).

D-6. Surface Mining Pipeline Buffer (PLN2019-00010) - Amend the Whatcom County Comprehensive Plan and Whatcom County Code to determine the minimum safe distance to allow surface mining to be conducted from a petroleum pipeline to ensure a pipeline will not become exposed or rupture during an earthquake event and contaminate an aquifer. Determination should be based on independent sources where possible and assume a magnitude 9.0 or greater earthquake could occur.

D-7. Surface Mining of Dry Meander Zones (PLN2019-00011) - Amend the Whatcom County Comprehensive Plan and Whatcom County Code to allow the seasonal extraction of sand and gravel from dry upland areas located within the 1,000 year meander zone of the Nooksack River, provided that such extraction has no negative impact on salmon spawning habitat. The intent is to (a) reduce the conversion of land currently used for farming, forestry and wildlife habitat into gravel pits, and (b) safely remove some of the significant sediment load that enters the Nooksack every year in an effort to reduce flooding and the need to build higher flood prevention berms along the river as the climate continues to change.

~~D-1. Capital Facilities Planning (PLN2018-00001) - Amend the capital facilities element of the Whatcom County Comprehensive Plan, including the Six Year Capital Improvement Program (Appendix F) and the Whatcom County 20 Year Capital Facilities Plan (Appendix E).~~

D-82. Density Credit Program - Comprehensive Plan Amendments (PLN2018-00002) - Amend the Whatcom County Comprehensive Plan to reflect a shift in emphasis from a traditional transfer of development rights program to a density credit program. Density credits allow development incentives, such as increased density, in exchange for a voluntary contribution towards preserving agricultural lands and open space.

D-93. Repeal Cherry Point-Ferndale Subarea Plan (PLN2018-00003) - Repeal the Cherry Point-Ferndale Subarea Plan, which was adopted in 1981. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan and Zoning Code.

D-104. CAO On-Going Agriculture (PLN2018-00005) - The Critical Areas Ordinance (CAO) was adopted by the County Council in December 2017 (Ordinance 2017-077). Section 4(a) of this Ordinance states "Planning and Development Services staff shall work with the farming community to develop creative solutions that would allow farmers to maintain or attain 'ongoing agriculture' status pursuant to applicable laws.

~~D-5 CAO Critical Areas Monitoring (PLN2018-00006) - The Critical Areas Ordinance (CAO) was adopted by the County Council in December 2017 (Ordinance 2017-077). Section 4(b) of this Ordinance states "Planning and Development Services will continue to implement Whatcom County Comprehensive Plan policies 10K-15, 10K-16, 10L-17 and 10L-18, and goal 10G, as well as bring forward a plan to enhance groundwater quality sampling as called for in best available science, in order to monitor the functions and values of critical areas and to~~

~~develop baseline data to use for such monitoring. An update of the implementation of these policies will be presented to Council no later than January 2019."~~

~~D-6—WCC/Title 20 Amendments (PLN2018-00007)—Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act may also be considered.~~

D-~~117~~. **Wind Energy System Amendments** (PLN2018-00008) - Review and, if needed, revise WCC 20.14 Wind Energy Systems.

D-~~128~~. **Cherry Point Amendments** (PLN2018-00009) - Amend the Whatcom County Comprehensive Plan and Whatcom County Code to address ways the County may limit the negative impacts on public safety, transportation, the economy, and the environment from crude oil, coal, liquefied petroleum gases, and natural gas exports from the Cherry Point Urban Growth Area, in accordance with Whatcom County Comprehensive Plan Policy 2CC-16.

D-~~139~~. **Sustainable Salmon Harvest Goal** (PLN2018-00010) - Amend the Comprehensive Plan to create a new policy to work with Lummi and Nooksack Nations, the State Department of Fish and Wildlife (WDFW) and other stakeholders to establish a sustainable salmon harvest goal for the county.

D-~~140~~. **Mineral Resource Lands County-wide Designation Process** (PLN2017-00004) - Through a county-led countywide assessment, seek to identify and designate potential commercially significant mineral resource lands, to meet future demand, compatible with water resources, agricultural lands, forest lands and other GMA goals pursuant to Comprehensive Plan Policy 8R-1.

~~D-11.—New Marine Resource Lands Section (PLN2017-00005)—Create a new Marine Resource Lands section in the Comprehensive Plan (Chapter 8) pursuant to Comprehensive Plan Policy 8T-1.~~

~~D-12.—Water Resources—GMA Compliance (PLN2017-00006)—Amend the Whatcom County Comprehensive Plan and development regulations to address exempt wells in closed basins, in accordance with the Washington Supreme Court's decision in Hirst v. Whatcom County (Oct. 2016) and Senate Bill 6091 (Jan. 2018).~~

D-~~153~~. **Wireless Communication Facilities** (PLN2016-00006) - Review and update provisions in ~~Chapter~~WCC 20.13 (Wireless Communication Facilities) to ensure consistency with: (1) nNew 2015 FCC rules (80 FR 1238) which are designed to implement and enforce Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 and (2) New 2018 FCC rules entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment." ~~The sections to be reviewed and updated will include WCC 20.13.010—Purpose; WCC 20.13.020—Definitions; WCC 20.13.040—Permitted Uses; and WCC 20.13.120—Application requirements and conditions of issuance.~~

~~D-14. Permit Review Procedures (PLN2016-00008) - Review and revise Whatcom County Code (Permit Review Procedures and other procedures), including updating the code for consistency with state law.~~

D-165. **Sign Regulations Update** (PLN2016-00009) - Review and revise Whatcom County Code 20.80.400 (Sign Regulations), including updating the code for consistency with the U.S. Supreme Court's decision in *Reed v. Town of Gilbert* (2015).

D-176. **Vacation Rental Regulations** (PLN2014-00020/PLN2016-00011) - Amend Whatcom County Code Title 20 (Zoning) & Title 23 (Shoreline Management Program) to allow vacation rentals under certain conditions as a use within certain zones and shoreline designations.

D-1817. **Code Enforcement Amendments** (PLN2015-00003) - Create a new Whatcom County Code (WCC) ~~Chapter 22.15 Title 19~~, called "Code ~~Compliance Procedures~~ Enforcement," to establish an efficient system to address enforcement of building, critical areas and zoning codes. The proposal would consolidate the existing code enforcement provisions from WCC 15, 16.16, and 20 into a new WCC ~~22.15 Title 19~~. The proposed amendments include provisions that would allow the County to record a document at the Whatcom Auditor's office indicating that there is a code violation on a property.

D-1948. **Boundary Line Adjustments** (PLN2014-00001) - Amend Section 20.83.110 of the Whatcom County Zoning Ordinance relating to boundary line adjustments. The amendment would allow boundary line adjustments to nonconforming parcels to resolve encroachments such as fences, trees and other occupational indicators. The amendment would also allow boundary line adjustments that modify the boundaries between two nonconforming parcels based upon land owner preferences, as long as the smallest parcel is not decreased in size.

D-2049. **Weddings and Special Events** (PLN2014-00016) - Amend the Official Whatcom County Zoning Ordinance (Title 20) to allow for "Weddings and Special Events" in specific zone districts through an approved Conditional Use Permit (CUP). Authorization to approve this amendment will result in the county needing to define "Special Events" under the "Definitions" section of WCC 20.97 and an additional amendment made to the "Parking Space Requirements" under WCC 20.80.580.

D-2120. **Bellingham Development Standards** (PLN2013-00003) - Review and potentially revise the Whatcom County Code to adopt City of Bellingham Development Standards for the Bellingham Urban Growth Area (UGA).

D-224. **Agricultural Strategic Plan Implementation** (PLN2012-00007) - Resolution ~~2018-027 2011-023~~ was approved by the County Council on ~~8/8/2018 7/26/2011~~ declaring support for the ~~updated~~ Whatcom County Agricultural Strategic Plan. ~~An immediate priority~~ in this plan ~~include is to~~ review ~~ing designation of Agricultural Lands of Long-term Commercial Significance and the agricultural zoning code. Reviewing~~ the Rural Study Areas as listed in the 2007 Rural Land Study and making recommendations for possible changes in accordance with Resolution 2009-040 (100,000 acre target), ~~Resolution 2011-023 (the Agricultural Strategic Plan), Resolution 2018-027 (Updated Agricultural Strategic Plan)~~ and RCW 36.70A.170 and .177 ~~will be~~

~~included.~~ Other ~~immediate and~~ short-term ~~and medium-term~~ priorities in this plan include ~~developing of policies and regulations that provide for protection of the best agricultural areas while supporting development at zoned densities and continued work on development of the Natural Resource Marketplacetools that can be incentives for agricultural operators within the priority agricultural areas.~~ These activities may lead to proposed changes to the agricultural portions of the Comprehensive Plan and zoning regulations.

~~D-232.~~ **Mineral Resource Lands Expansion - North Star Rd.** (PLN2012-00009) – Consider proposal to amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 19.7 acres on the west side of North Star Rd., south of Brown Rd. The underlying zoning is Rural one dwelling/five acres (R5A).

~~D-23. ——— Motorized Trail Systems (PLN 2018-00012) — Amend the Official Whatcom County Zoning Ordinance (Title 20) to allow “motorized trail systems and associated motorized trailheads” as a conditional use in the Commercial Forestry zone. Add definitions of “Motorized Trail Systems” and “Off-road Vehicle Park” to the Zoning Code.~~

2.3. Comprehensive Plan and Development Regulation Appeals

The Whatcom County Council may continue to address appeals brought to the Growth Management Hearings Board (GMHB) or the courts. Public participation for settlement activities that will result in an ordinance amending the comprehensive plan and/or development regulations will include, at a minimum:

- Posting an initial draft proposal on the County website and sending it to anyone requesting notification at least 30 days prior to the public hearing. Posting any revised draft on the County website and sending it to anyone requesting notification at least 10 days prior to the public hearing.
- If urban growth areas are being modified, sending the draft proposal to cities and any citizen planning groups for non-City UGAs at least 30 days prior to the public hearing. Sending any revised draft to cities and any citizen planning groups for non-City UGAs at least 10 days prior to the public hearing.
- Publishing notice of the hearing in the newspaper and, if urban growth areas are being modified, e-mailing notice to cities at least 10 days prior to the public hearing; and
- Holding a public hearing.

Chapter 3. Project Participants

The Public Participation Plan is designed to reach all audiences that may have an interest in Comprehensive Plan and development regulation amendments. It is also designed to reach out to other groups and individuals – those that may not yet have an interest or be inclined to participate – to encourage their awareness, understanding and involvement in the process. The PPP also promotes use of existing communication networks to encourage involvement in the Whatcom County Comprehensive Plan and development regulation amendment process.

3.1. The Public

The general public is defined as members of the community including residents, groups, property owners, farmers, business owners and any others that might be interested in the Comprehensive Plan and development regulation amendments. The following sections contain a breakdown of some specific types of community groups and organizations that the County will attempt to engage in the process.

3.1.1. Interested Property Owners and Developers

Interested property owners and developers are defined as members of the community that have an interest in growth and development regulations, especially as they relate to their private property rights. They may have an interest in developing or preserving their property. This might include farmers, real estate and development groups and other related professionals.

3.1.2. Community Organizations

Community organizations are loosely defined as groups, associations, or committees that come together for a common interest or cause. This includes service groups, environmental groups, chambers of commerce, non-profit organizations, advocacy groups, community councils, neighborhood associations, local granges, social service organizations, religious organizations,

and others. Community organizations also include groups that are centered around non-city UGAs like the Birch Bay steering committee and others.

3.1.3. Other Groups and Individuals

WAC 365-196-600(4) states that “Each county or city should try to involve a broad cross-section of the community, so groups not previously involved in planning become involved.” People may add themselves to County e-mail lists on the “Notify Me” site at:

<http://www.co.whatcom.wa.us/list.aspx>

3.2. Governmental/Quasi-Governmental Groups

Governmental and quasi-governmental groups are defined as organizations that have a connection to local government, including Whatcom Council of Governments; Whatcom County Council; City Councils; Whatcom County and individual cities’ Planning Commissions; area tribes; local special purpose districts; citizen advisory committees and others. Groups typically consist of elected officials, appointed or volunteer community members, or jurisdictional staff. Table 1 below shows a selected group of advisory committees that may be asked to comment on comprehensive plan ~~and development regulation, zoning, and/or critical areas ordinance~~ amendments.

Table 1: Selected Whatcom County Advisory Boards/Committees and Commissions

Agricultural Advisory Committee	Portage Bay Shellfish Protection District Advisory Committee
Bicycle/Pedestrian Advisory Committee	Public Health Advisory Board
Birch Bay Shellfish Protection District Advisory Committee	Purchase of Development Rights Oversight Committee
Birch Bay Watershed and Aquatic Resources Management Advisory Committee	Rural Library Board
Development Standards Technical Advisory Committee	Surface Mining Advisory Committee
Climate Impact Advisory Committee	Whatcom County Family & Community Network
Drayton Harbor Shellfish Protection District Advisory Committee	Whatcom County Housing Advisory Committee
Flood Control Zone District Advisory Committee	Whatcom Council of Governments: Citizens’ Transportation Advisory Group
Flood Control Sub-Zone District Advisory Committee	Whatcom Transportation Authority’s Citizen Advisory Panel
Marine Resource Committee	Wildlife Advisory Committee
Forestry Advisory Committee	WRIA 1 –Management Team
Parks and Recreation Committee	WRIA 1 – Planning Unit

3.2.1. Planning Commission

Implementation of the GMA as it relates to public participation is covered within WAC 365-196-600 “Public Participation.” WAC 365-196-600(3)(c) states: “The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW.” RCW 36.70 is the Planning Enabling Act, which requires:

- Notice of the time, place and purpose of any public hearing shall be given by one publication in a newspaper of general circulation in the county at least ten days before the hearing (RCW 36.70.390 and .590).
- A recommendation of approval of comprehensive plan or official control (e.g. development regulation) amendments shall be by the affirmative vote of not less than a majority of the total members of the planning commission. Such approval shall be by a recorded motion which shall incorporate the findings of fact of the planning commission and the reasons for its action (RCW 36.70.400 and .600).

The Planning Commission is an appointed group of citizens that work directly with Planning and Development Services to craft legislation and make recommendations to the County Council. They also hear and make recommendations on applications for amendments to the Whatcom County Code and the Comprehensive Plan from private individuals, agencies and other applicants. Currently, the Planning Commission hears from the public primarily during public hearings and through written correspondence.

It is the goal that most town hall meetings, open houses and other public participation activities will occur with some involvement of with the Planning Commission. In this way, the Planning Commission will hear straight from the public on each issue and will be more involved in crafting policies, earlier in the process. The public is encouraged to communicate with planning commissioners through the email and mailing address listed in Chapter 5 of this document in addition to attending planning commission meetings.

3.3. The Cities

Whatcom County will continue to engage with the Cities on issues of common interest, including the buildable lands (review and evaluation) program and UGA planning.

Chapter 4. Public Participation Approach

4.1. Overall Approach

The Washington Administrative Code (WAC) provides guidelines and rules for public involvement in comprehensive planning. WAC 365-196-600 “Public Participation” states that “The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW.”

Through this public participation program the planning commission will act as a central hub for many public participation activities. In this way, the planning commission will have maximum exposure to the public perspective no matter how complex or minute the issue.

Starting in section 4.2, issues are broken down into 3 types for the purposes of public participation. Each type of issue has a different approach and the approach is described in each section. All the issues retain the numbers assigned to them in Chapter 2, so if more information is needed about an issue, the reader may refer back to Chapter 2.

4.2. Level 1 Issues

Level 1 issues are generally less complicated, have already been through extensive public process or are quasi-judicial actions¹. This level is also appropriate for most standard map and text amendments to Title 20 Zoning. A more vigorous public participation approach may be assigned at the discretion of the Planning and Development Services Department, which may include referring the proposal to an advisory committee for review.

4.2.1. Approach

Level 1 issues will be subject to the public process required by the code. Typically, they will follow this process:

- 1) **Proposal:** Staff generates a proposal or a recommendation on an application.
- 2) **Proposal posted:** Proposal is posted to the website and announced through email list. Legal notice will be given as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.
- 3) **Public hearing:** Planning Commission holds public hearing on issue.
- 4) **Work session and recommendation:** Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.
- 5) **County Council:** County Council will review the recommendation of the Planning Commission and hold a work session in committee and a public hearing. The Council will approve the recommendation, modify, or deny.

4.2.2. Level 1 Projects

- S-1. **Forest Practices** (RCW 36.70A.570, SHB 1409)
- S-2. **Utilities to Schools in Rural Areas** (RCW 36.70A, amended in 2017 by HB 2243)
- S-3. **Buildable Lands / Review and Evaluation Program – Countywide Planning Policies** (RCW 36.70A.070, .115, .215, amended in 2017 by HBESSSB 5254)
- D-1. **MRL Expansion – Breckenridge Rd.** (PLN2019-00002)
- D-2. **Lummi Island Ferry Amendments** (PLN2019-00004)
- D-3. **Density Credit Program - Zoning Code Amendments** (PLN2019-00005)

¹ Quasi-judicial actions of local decision-making bodies are “those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding” (RCW 42.36.010). These require adjudication in a court-like process, in which the guidelines for public participation are different from other actions. Notice requirements for quasi-judicial rezones are set forth in the Whatcom County Code.

- D-4. **Whatcom County Code Amendments (PLN2019-00006)**
- D-5. **Point Roberts Subarea Plan and Point Roberts Special District (PLN2019-00007)**
- ~~D-1.~~ ~~**Capital Facilities Planning (PLN2018-00001)**~~
- D-~~82.~~ **Density Credit Program - Comprehensive Plan Amendments (PLN2018-00002)**
- D-~~93.~~ **Repeal Cherry Point-Ferndale Subarea Plan (PLN2018-00003)**
- D-~~104.~~ **CAO On-Going Agriculture (PLN2018-00005)**
- ~~D-5~~ ~~**CAO Critical Areas Monitoring (PLN2018-00006)**~~
- ~~D-6~~ ~~**WCC/Title 20 Amendments (PLN2018-00007)**~~
- ~~D-7~~ ~~**Wind Energy System Amendments (PLN2018-00008)**~~
- D-~~153.~~ **Wireless Communication Facilities (PLN2016-00006)**
- ~~D-14.~~ ~~**Permit Review Procedures (PLN2016-00008)**~~
- D-~~165.~~ **Sign Regulations Update (PLN2016-00009)**
- D-~~176.~~ **Vacation Rentals (PLN2014-00020/PLN2016-00011)**
- D-~~187.~~ **Code Enforcement Amendments (PLN2015-00003)**
- D-~~198.~~ **Boundary Line Adjustments (PLN2014-00001)**
- D-~~2019.~~ **Weddings and Special Events (PLN2014-00016)**
- D-~~210.~~ **Bellingham Development Standards (PLN2013-00003)**
- D-~~232.~~ **Mineral Resource Lands Expansion - North Star Rd. (PLN2012-00009)**

4.3. Level 2 Issues

Level 2 issues require a little more than the code-required public process. The issues in this category are of a sensitive or political nature and/or the public has come out to oppose or support them in the past. They are generally more complicated.

4.3.1. Approach

Typically, level 2 issues will follow this process:

- 1) **Alternatives:** Staff generates alternative approaches to the issue, when applicable.
- 2) **Alternatives posted:** Alternatives are posted to the website and announced through email list.

- 3) **Advisory Committee/Agency/City Review and Comment:** The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.
- 4) **Proposal:** Staff generates a proposal considering any feedback received on the alternatives.
- 5) **Proposal posted:** Proposal is posted to the website and announced through email list and legal notice as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.
- 6) **Public hearing:** Planning Commission holds public hearing on issue.
- 7) **Work session:** Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.
- 8) **County Council:** County Council will review the recommendation of the Planning Commission and hold a work session in committee and a public hearing. The Council will approve the recommendation, modify, or deny.

4.3.2. Level 2 Projects

D-11. Wind Energy System Amendments (PLN2018-00008)

D-13.9 Sustainable Salmon Harvest Goal (PLN2018-00010)

~~D-11. New Marine Resource Lands Section (PLN2017-00005). Coordination with the Marine Resource Committee and Shellfish Protection Advisory Committees.~~

D-221. Agricultural Strategic Plan Implementation (PLN2012-00007). Coordination with the Agriculture Advisory Committee and applicable Cities.

4.4. Level 3 Issues

These issues are generally more complicated and are of interest to the general public. All of these issues will have many opportunities for public comment, including a town-hall style meeting where people are able to openly share their feelings on the alternatives proposed or just the issue in general. When appropriate, town hall meetings will be planned close to areas that will be or are being impacted by the issue.

4.4.1. Approach

Typically, level 3 issues will follow this process:

- 1) **Alternatives:** Staff generates alternative approaches to the issue, when appropriate.

- 2) **Alternatives posted:** Alternatives are posted to the website and announced through email list.
- 3) **Advisory Committee/Agency/City Review and Comment:** The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.
- 4) **Town hall meeting(s):** A town hall style meeting(s) is held to seek public input on the issue and the proposed alternatives. When appropriate, the meeting is held in a location that is reasonably located near an area affected by the issue. Planning Commission may be in attendance at this town hall meeting. Announcements of town hall meetings will be done through the website, email list, media releases, and local postings as appropriate.
- 5) **Proposal:** Staff generates a proposal considering feedback received on the alternatives, including feedback heard at the town hall meeting.
- 6) **Proposal posted:** Proposal is posted to the website and announced through email list. Legal notice will be given as required and as appropriate. Public may make comment to the Planning Commission via email and/or US mail.
- 7) **Public hearing:** Planning Commission holds public hearing on issue.
- 8) **Work session:** Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.
- 9) **County Council:** County Council will review the recommendation of the Planning Commission and hold a work session in committee and a public hearing. The Council will approve the recommendation, modify, or deny.

4.4.2. Level 3 Projects

D-6 ~~Surface Mining Pipeline Buffer (PLN2019-00010)~~

D-7 ~~Surface Mining of Dry Meander Zones (PLN2019-00011)~~

D-128 ~~Cherry Point Amendments (PLN2018-00009)~~

D-140. ~~Mineral Resource Lands County-wide Designation Process (PLN2017-00004)~~

S-4. ~~Shoreline Management Program Update~~

D-12. ~~Water Resources – GMA Compliance (PLN2017-00006)~~

D-23. ~~Motorized Trail Systems (PLN 2018-00012)~~

It is anticipated that projects D-6 and D-7 will be incorporated into review of project D-14.

Chapter 5. Conclusion

This public participation plan will guide the review of comprehensive plan and development regulations amendments. It is a living document that should be updated as conditions change or new methods are discovered. This public participation plan meets the requirements of the RCW and the requirements of the WAC. Specifically, the Planning and Development Services Department hopes that this public participation program will “involve a broad cross-section of the community, so groups not previously involved in planning become involved” as WAC 365-196-600(4) suggests it should.

To provide written feedback on this public participation plan, please contact Planning and Development Services at ~~rbexx~~aubil@co.whatcom.wa.us. If you wish to provide comment on any issue to the Planning Commission or County Council, please utilize the following addresses:

Whatcom County Planning and Development Services
5280 Northwest Drive
Bellingham, WA 98226

Planning Commission
c/o ~~Ashley Ubil, Secretary~~~~Becky Boxx, coordinator~~
5280 Northwest Drive
Bellingham, WA 98226
PDS_Planning_Commission@co.whatcom.wa.us

County Council
311 Grand Ave, Ste 105
Bellingham, WA 98225
council@co.whatcom.wa.us



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-167

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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:	05/07/2019	Next Mtg. Date:	05/07/2019	Hearing Date:	05/07/2019

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:
03/26/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

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

THROUGH: Jon Hutchings, Director *AH*

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

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:

() Approved () Denied

 3/14/19

Civil Deputy Prosecutor

Jack Louws, County Executive

EXHIBIT A

GLENHAVEN LAKES CLUB INC. FRANCHISE

Exhibits B through K are identified as follows:

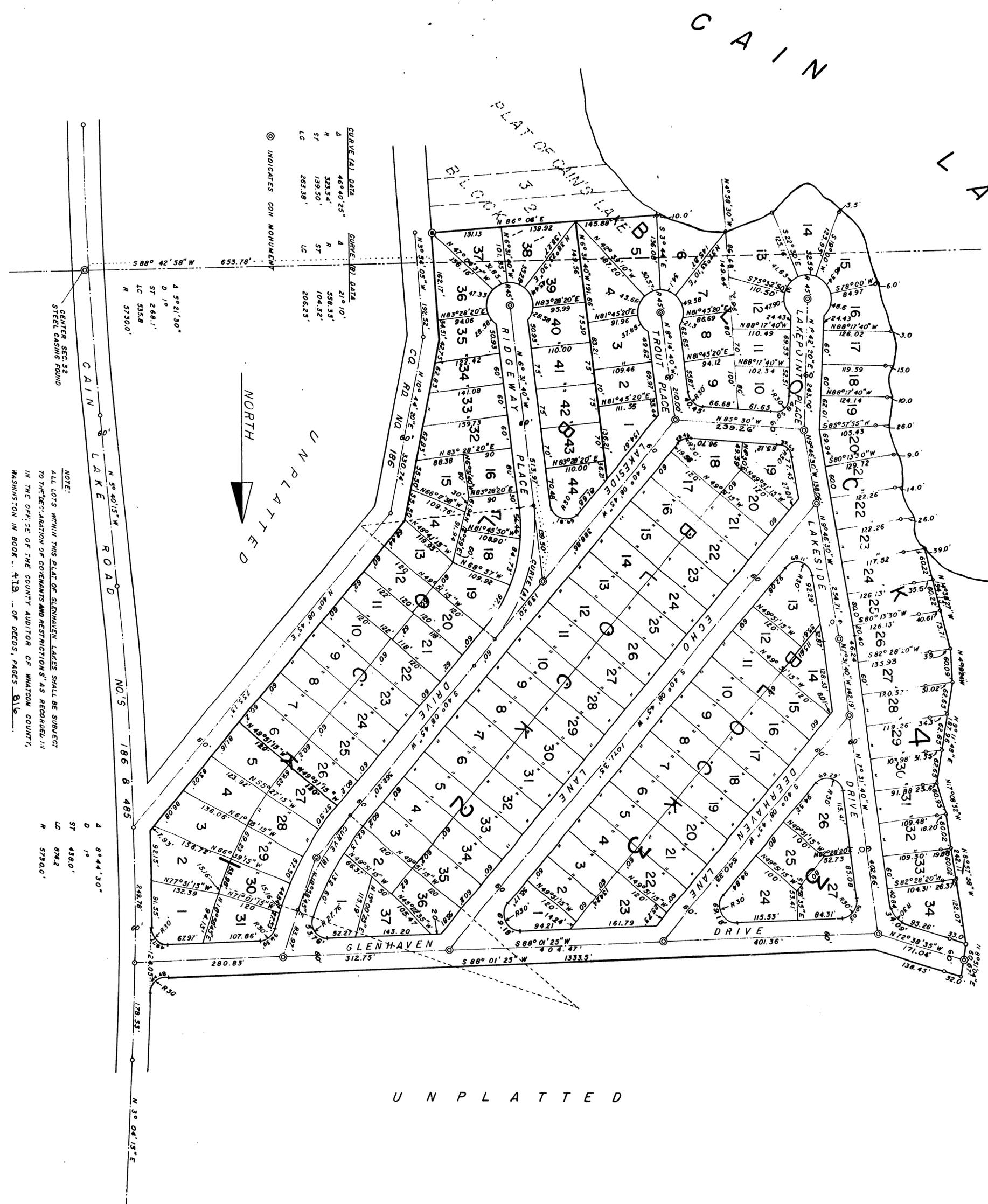
Exhibit B	Plat Map of Glenhaven Lakes
Exhibit C	Plat Map of Glenhaven Lakes, Division Number 2
Exhibit D	Plat Map of Glenhaven Lakes, Division Number 3
Exhibit E	Plat Map of Glenhaven Lakes, Division Number 4
Exhibit F	Plat Map of Glenhaven Lakes, Division Number 5
Exhibit G	Plat Map of Glenhaven Lakes, 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

EXHIBIT B

GLENHAVEN LAKES
SECTION 32, T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

SCALE 1" = 100'

UNPLATTED



INDICATES CON MONUMENT

CURVE (A) DATA	CURVE (B) DATA
A 46°40'23"	A 21°10'
R 328.34'	R 558.93'
ST 138.30'	ST 104.32'
LC 263.38'	LC 206.23'

NOTE:
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 419 OF DEEDS, PAGES 816.

CURVE (A) DATA	CURVE (B) DATA
A 59°21'30"	A 10°
D 10'	D 10'
ST 268.1'	ST 438.0'
LC 535.8'	LC 874.2'
R 5730.0'	R 5730.0'

Declaration of Covenants and Restrictions
 Book 419 of Deeds, Pages 816
 Recorded July 27, 1979
 L.S. 411-11-11-1979

GLENHAVEN LAKES

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY, WASHINGTON

RECORDED 11/25/62

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 CAIN'S 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 CAIN'S 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 89° 01' 25" E - 133.50 FT.; THENCE 44.48 FT. ALONG A CURVE TO THE LEFT, RADIUS OF 3000 FT. TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CAIN LAKE ROAD (CO. RD. NO. 186 AND 485); THENCE SOUTHERLY 307.75 FT. 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 - 720.39 FT.; THENCE S 10° 44' 20" W - 342.24 FT.; THENCE S 3° 54' 05" E - 196.68 TO THE POINT OF BEGINNING.

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS

30th DAY OF November, 1962.

ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS

30th DAY OF November, 1962.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

(SEAL)

REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, GEN E. CORNING AND ELIZABETH CORNING HIS WIFE BEING OWNERS IN FEE SIMPLE OF THE LAND

HEREIN PLATTED, (TOGETHER WITH ALLAN THOMPSON AND MATTIE THOMPSON 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 CURVE AFTER THE GRADING. 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 FEET TO THE FRONT PROPERTY LINE; AND IN THE CASE OF CORNER LOTS, NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED CLOSER THAN 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.

(SEAL)

Gen E. Corning OWNER IN FEE SIMPLE

Mattie Corning 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 Gen E. Corning AND Mattie Corning (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 PURPOSES THEREIN MENTIONED.

Paul G. Riddle
(NOTARY PUBLIC)

Elizabeth Corning
(PLACE)

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS

30th DAY OF November, 1962.

ATTEST: Leola M. G. Williams
CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, Leola M. G. Williams, 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 30th DAY OF Nov., 1962.

Leola M. G. Williams
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITORS 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 Gen E. Corning ON THIS 30th DAY OF Nov., 1962 AT 10 MINUTES PAST 1 OF PLATS, PAGE 35 & 36 OF THE RECORDS OF SAID COUNTY.

William C. Thompson
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)



EXHIBIT C

GLENHAVEN LAKES

DIVISION NUMBER 2
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON

DESCRIPTION

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 NOS. 186 & 485 (CAIN LAKE ROAD); THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, RADIUS 5760.00 FT., CENTRAL ANGLE OF 8°-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 1167.81' TO NORTH R/W OF GLENHAVEN DRIVE; THENCE S72°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 5161 FT. TO THE TRUE POINT OF BEGINNING.

Edward J. 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 ALLAN THOMSON AND MATTHE THOMSON, HIS WIFE, FEE SIMPLE OWNERS OF THE REMAINDER OF SAID LAND; AND GLEN CORNING, ABNER LUDTKE, A.J. MCILLIAN, 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 VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, HEREBY DEDICATE 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 HERETO SET OUR HANDS THIS 25th DAY OF February, 1963.

Allan Thomson
ALLAN THOMSON
FEE SIMPLE OWNER

Mattie Thomson
MATTIE THOMSON
FEE SIMPLE OWNER

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. MCILLIAN, MOKSHA W. SMITH,
A.J. HUTTON, JR. AND LAWRENCE
C. ANGELL, D. B. A. GLENHAVEN
LAKES
CONTRACT PURCHASERS
BY *Edward J. Paulsen*
EDWARD J. PAULSEN
ATTORNEY-IN-FACT

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

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.

Macl G. R. Pille
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT BELLINGHAM.

ENGINEERS APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 11th DAY OF March, 1963.

Edward J. Paulsen
ENGINEER, WHATCOM COUNTY WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 18 DAY OF March, 1963.

Patrick Quinn
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS March, 1963.

ATTEST: *Clara Stewart*
CLERK OF THE BOARD

William J. Stahler
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURERS CERTIFICATE

I, *Thelma Cook*, 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)

Thelma Cook
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 39440 OF THE RECORDS OF SAID COUNTY.

Walla Harrison
AUDITOR, WHATCOM COUNTY, WASHINGTON

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 28th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED ALLAN THOMSON AND MATTHE 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.

Macl G. R. Pille
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT BELLINGHAM.

ACKNOWLEDGEMENTS

Declaration of Ownership & Partitioning of 1/4 Sec 32, T37N R4E, W.M. 1963
C/SP # 158011 Q48 4-7-67
C/SP # 165233 Q48 5/11/77
C/SP # 165233 Q48 8-11-87
C/SP # 163833 R10N 5/24/88

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

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. MCILLIAN, 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.

Macl G. R. Pille
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT BELLINGHAM.

GLENHAVEN LAKES

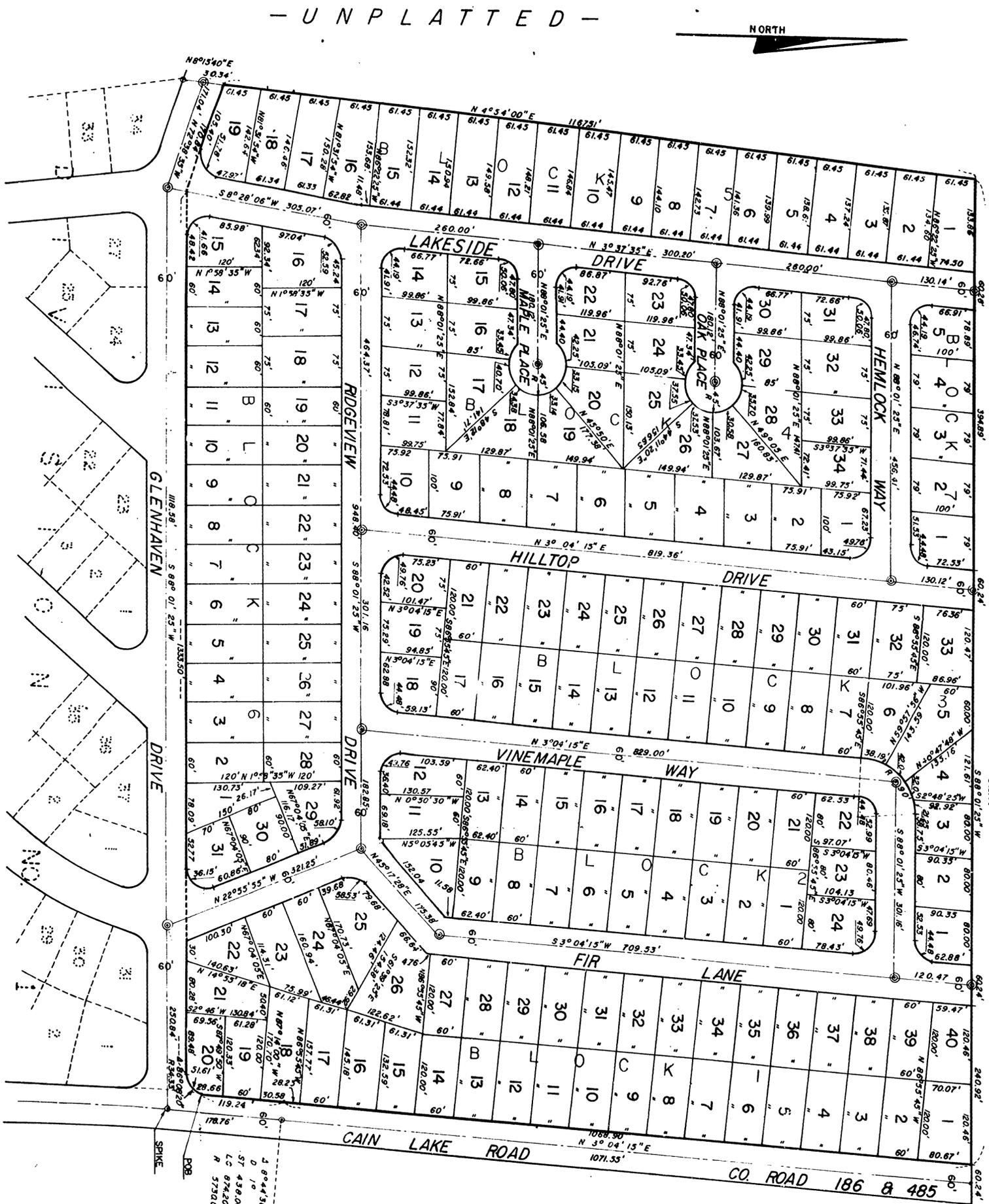
DIVISION NUMBER 2

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 3-5.
3. INDICATES CONCRETE MONUMENT ©

EXHIBIT D

GLENHAVEN LAKES

DIVISION NUMBER 3

SECTIONS 29 & 32, T.37N., R.4E., 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.37N., R.4E., 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 NOS. 186 & 485; THENCE S.88°0'25"W. AND FOLLOWING THE NORTH BOUNDARY OF DIVISION 2, A DISTANCE OF 1492.49 FT. TO THE NW 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.89°45'50"E., A DISTANCE OF 541.92 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 GAIN 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



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 G. 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 TRACTS 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 ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE G. ANGELL, D.B.A. GLENHAVEN LAKES CONTRACT PURCHASERS BY Glen Corning, Partner and Attorney-in-Fact

ENGINEERS APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23d DAY OF July, 1963.

ENGINEER, WHATCOM COUNTY WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF July, 1963.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 23d DAY OF July, 1963.

ATTEST: Clerk of the Board

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, Hugh Gault, 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 23d DAY OF July, 1963.

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 23d DAY OF July, 1963, AT 3 MINUTES PAST 3 PM AND RECORDED IN VOLUME 9 OF PLATS, PAGE 47 OF THE RECORDS OF SAID COUNTY.

AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON) SS COUNTY OF WHATCOM

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.

Notary Public in and for the State of Washington, Residing at Bellingham

ENGINEERS APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23d DAY OF July, 1963.

ENGINEER, WHATCOM COUNTY WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF July, 1963.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 23d DAY OF July, 1963.

ATTEST: Clerk of the Board

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, Hugh Gault, 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 23d DAY OF July, 1963.

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 23d DAY OF July, 1963, AT 3 MINUTES PAST 3 PM AND RECORDED IN VOLUME 9 OF PLATS, PAGE 47 OF THE RECORDS OF SAID COUNTY.

AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON) SS COUNTY OF WHATCOM

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 G. 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.

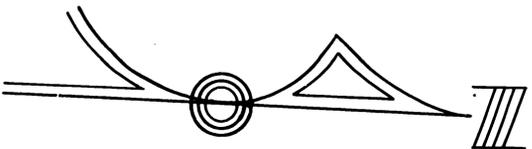
Notary Public in and for the State of Washington, Residing at Bellingham

GLENHAVEN LAKES

DIVISION NUMBER 3

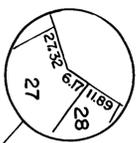
SECTIONS 29 & 32, T.37N, R.4E., W.M.

WHATCOM COUNTY, WASHINGTON.

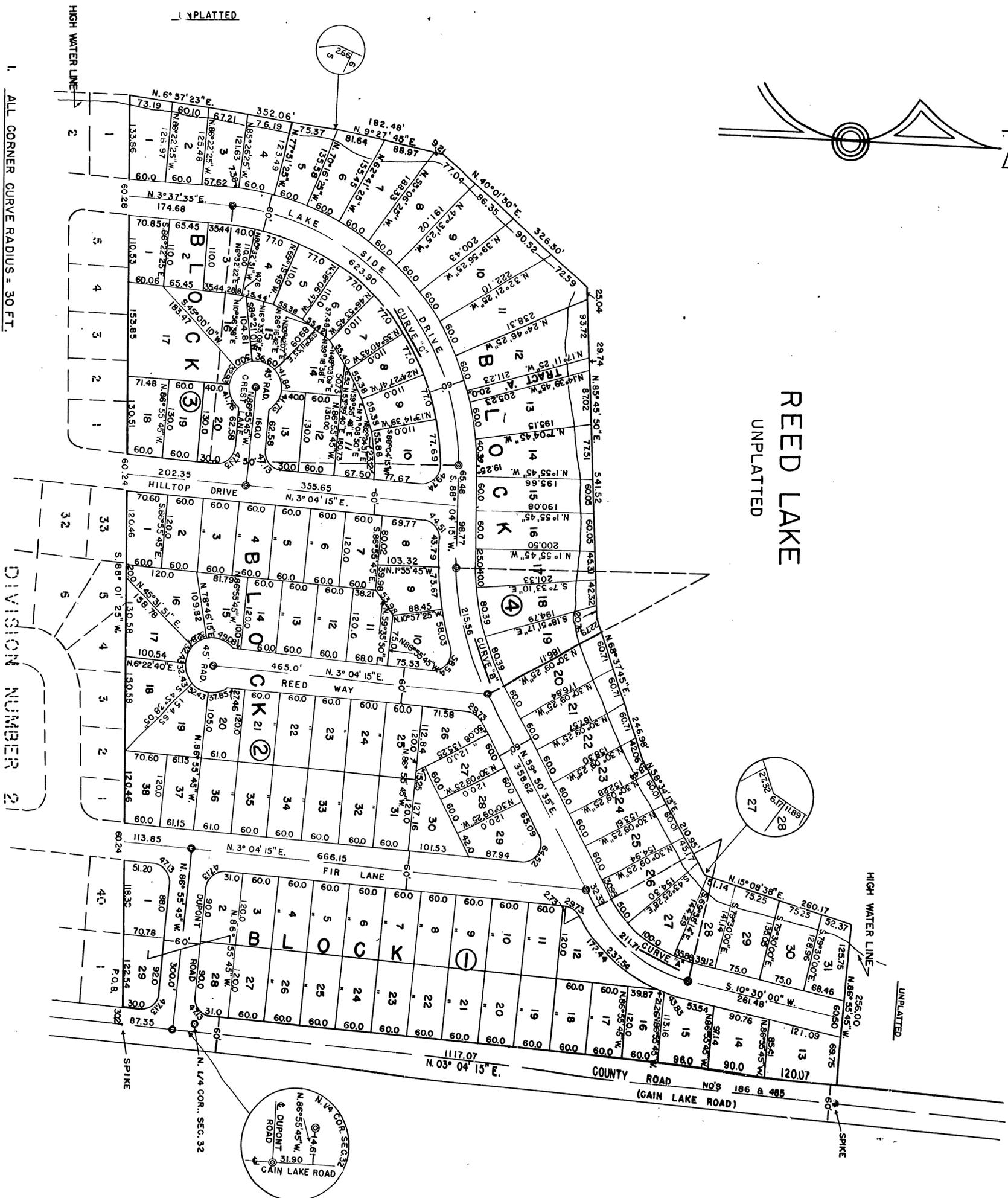


REED LAKE

UNPLATTED



CURVE DATA
"A"
 $\Delta = 49^{\circ}20'35''$
ST = 112.93
R = 245.85
LC = 211.71
"B"
 $\Delta = 28^{\circ}13'40''$
ST = 110.02
R = 437.56
LC = 215.56
"C"
 $\Delta = 84^{\circ}26'40''$
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 AUDITORS FILE NO. 952650.

Scale: 1 inch = 100 feet

GLENHAVEN LAKES

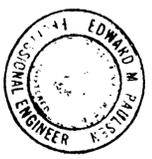
EXHIBIT E
DIVISION NUMBER 4
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON

APPROVED FOR RECORD
RECORDED IN VOLUME 9 OF PLATS, PAGE 514-52
DATE 12/24/63
C/189 + 900582145 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 LAY 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 N89°48'02"E. 560.27 FT.; THENCE N19°45'28"W. 348.18 FT.; THENCE N3°46'17"E. 15.23 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 N4°19'24"W. 60.09 FT.; THENCE N9°11'48"E. 187.96 FT.; THENCE N17°08'52"W. 60.95 FT.; THENCE N8°57'38"W. 242.11 FT.; THENCE N8°51'04"E. 60.67 FT.; THENCE N4°54'00"E. 30.72 FT.; THENCE N72°38'35"W. 186.56 FT.; THENCE S17°21'25"W. 30.00 FT.; THENCE N72°38'35"W. 507.63 FT.; THENCE N86°13'43"W. 576.39 FT.; THENCE S2°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



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 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.

Tom J. Daves
Blanche M. Daves
Glen Corning
Elizabeth Corning
OWNER IN FEE SIMPLE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY WASHINGTON, AT THE REQUEST OF Elizabeth Lakes ON THIS 24th DAY OF Dec. 1963 AT 5 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGE 514-52 OF THE RECORDS OF SAID COUNTY.

Blanche Corning
AUDITOR, WHATCOM COUNTY, WASHINGTON

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23 DAY OF December, 1963.
ENGINEER, WHATCOM COUNTY WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF December, 1963
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: Shelle Sorenson
CLERK OF THE BOARD

TREASURER'S CERTIFICATE

I, Shelle Sorenson, 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)
Shelle Sorenson
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 Elizabeth Lakes ON THIS 24th DAY OF Dec. 1963 AT 5 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGE 514-52 OF THE RECORDS OF SAID COUNTY.

Shelle Sorenson
AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS
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.

Notary Seal
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS
ON THIS 9th DAY OF December, 1963, 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.

Notary Seal
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS
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.

Notary Seal
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

GLENHAVEN LAKES

DIVISION NUMBER 4

SECTION 32 T37N R4E, W. M.

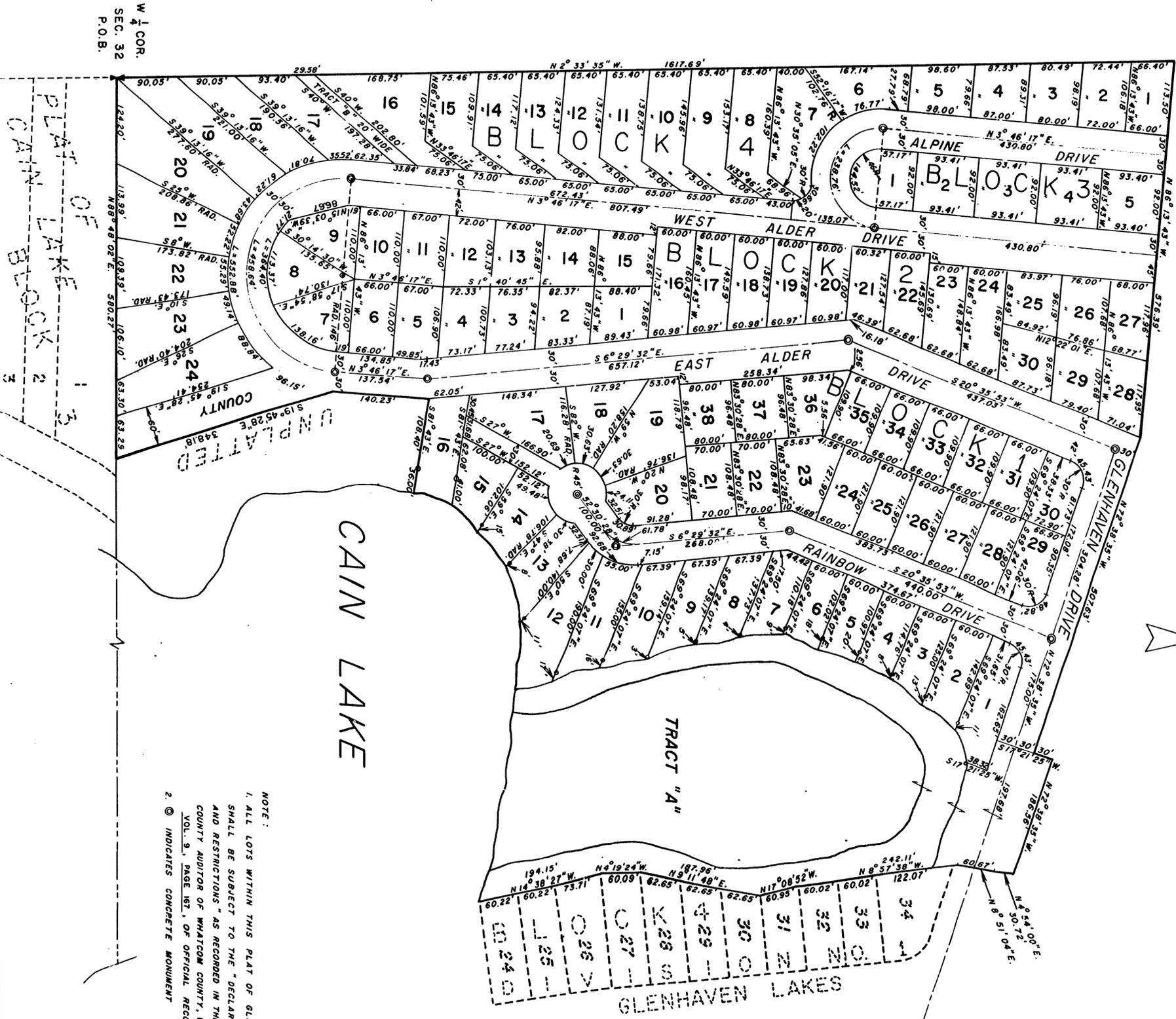
WHATCOM COUNTY WASHINGTON

SCALE: 1"=100'

- UNPLATTED -



- UNPLATTED -



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 181, OF OFFICIAL RECORDS.
2. © INDICATES CONCRETE MONUMENT

W 1/4 COR.
SEC. 32
P.O.B.

PLAT OF
CAIN LAKE
BLOCK 2
3

EXHIBIT F

DIVISION NUMBER 5
SECTION 29 & 32, T37N, R4E, W. M.

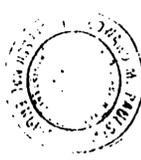
GLENHAVEN LAKES

11/21/85
1-1/81
400
1180
Ls 34+39 Blk 3 220824124
W2249 N 235

DESCRIPTION

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 148.75'; THENCE S67°10'00"E-260.00'; THENCE S15°00'00"E-50.00'; THENCE N80°26'15"E, BEING RADIAL, 254.46'; THENCE SOUTH-EASTERLY ON A CURVE HAVING A RADIUS OF 153.58' AND A CENTRAL ANGLE OF 86°16'15", A DISTANCE OF 231.23'; THENCE N84°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 185.92'; THENCE S 68°20'00"E-168.72'; THENCE S29°48'00"W-78.86'; THENCE S60°12'00"E-595.16' M/L TO A POINT ON THE BOUNDARY OF THE PLAT OF GLENHAVEN LAKES, DIVISION 3; THENCE S40°01'50"W AND FOLLOWING THE BOUNDARY OF SAID DIVISION 3, 326.50'; THENCE S9°27'45"W-182.48'; THENCE S6°57'23"W-382.06' TO THE SW CORNER OF SAID DIVISION AND THE NW CORNER OF THE PLAT OF GLENHAVEN LAKES, DIVISION 2; THENCE S4°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 N72°38'35"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID DIVISION 4-186.52'; THENCE S17°21'25"W-30.00'; THENCE N72°38'35"W-507.63'; THENCE N86°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 N2°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)



Registered Professional Engineer

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALLAN THOMSON, AND MATTIE V. 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. 95418 IN VOLUME 8, PAGES 123 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 HERUNTO SET OUR HANDS THIS 21ST DAY OF April, 1964.

ALLAN THOMSON
FEE SIMPLE OWNER
MATTIE V. THOMSON
FEE SIMPLE OWNER
IVA WHITTAKER TRUDD
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

STATE OF WASHINGTON)
) SS

(SEAL) Covered by 11/31/85
STATE OF WASHINGTON)
) SS

COUNTY OF WHATCOM
ON THIS 21ST DAY OF April, 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.

Notary Public in and for the State of Washington, Residing at Bellingham

WHATCOM COUNTY, WASHINGTON

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS
10 DAY OF April, 1964.

ENGINEER, WHATCOM COUNTY, WASHINGTON
(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS
10 DAY OF April, 1964.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 22ND DAY OF April, 1964.

ATTEST: [Signature]
CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

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 22ND DAY OF April, 1964.

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 11TH DAY OF April, 1964, AT 3:00 P.M. MINUTE PAGE 2 P.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 55-56-57 OF THE RECORDS OF SAID COUNTY.

AUDITOR, WHATCOM COUNTY, WASHINGTON
(SEAL)

STATE OF WASHINGTON)
) SS

(SEAL) Covered by 11/31/85
STATE OF WASHINGTON)
) SS

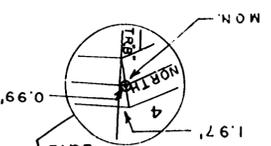
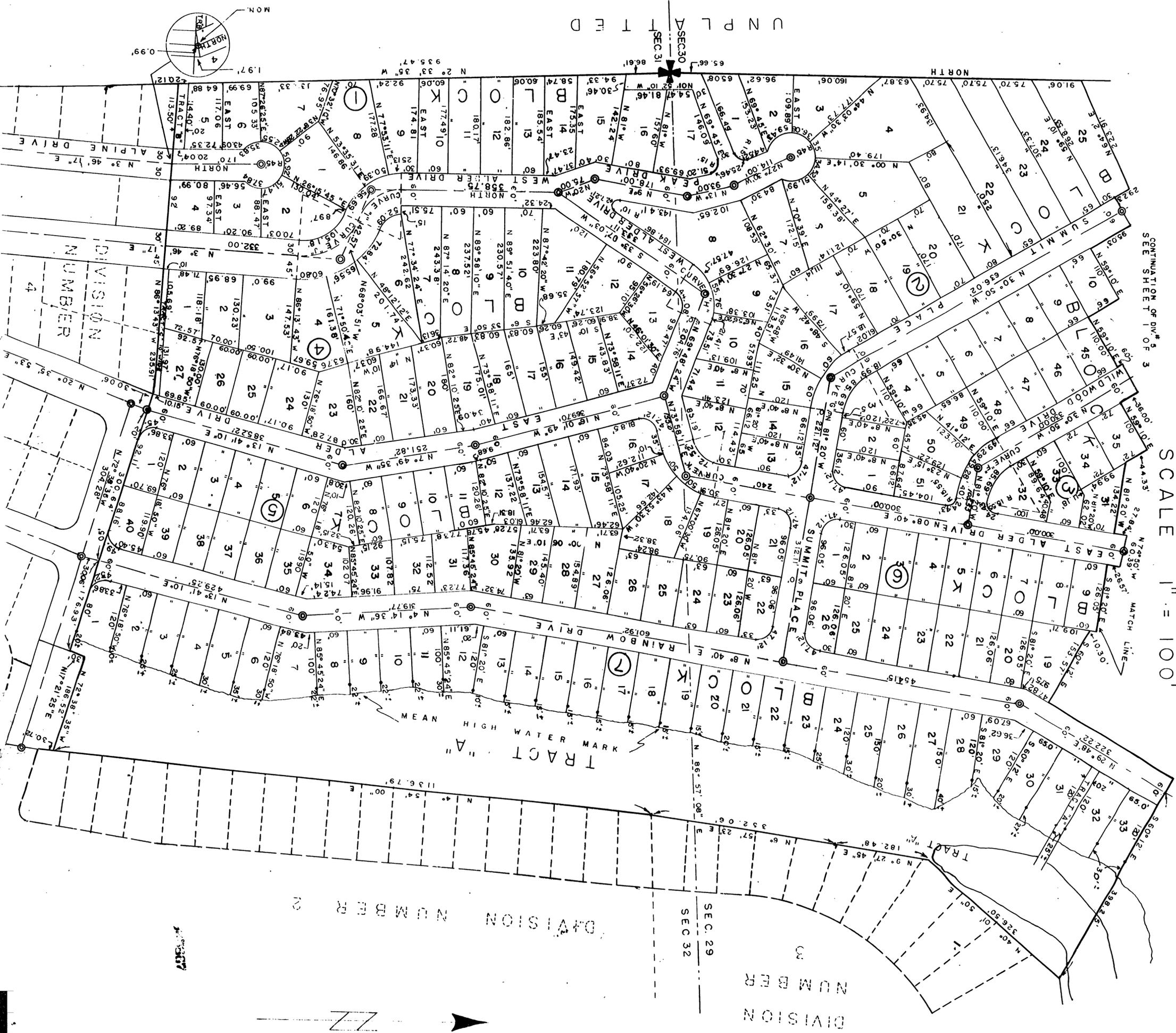
COUNTY OF WHATCOM
ON THIS 21ST DAY OF April, 1964, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. 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.

Notary Public in and for the State of Washington, Residing at Bellingham

GLENHAVEN LAKES DIVISION NUMBER 5

CONTINUATION OF DIV. # 5
SEE SHEET 1 OF 3

SCALE 1" = 100'



DIVISION NUMBER 5
 SECTION 29
 SECTION 30
 SECTION 31
 SECTION 32

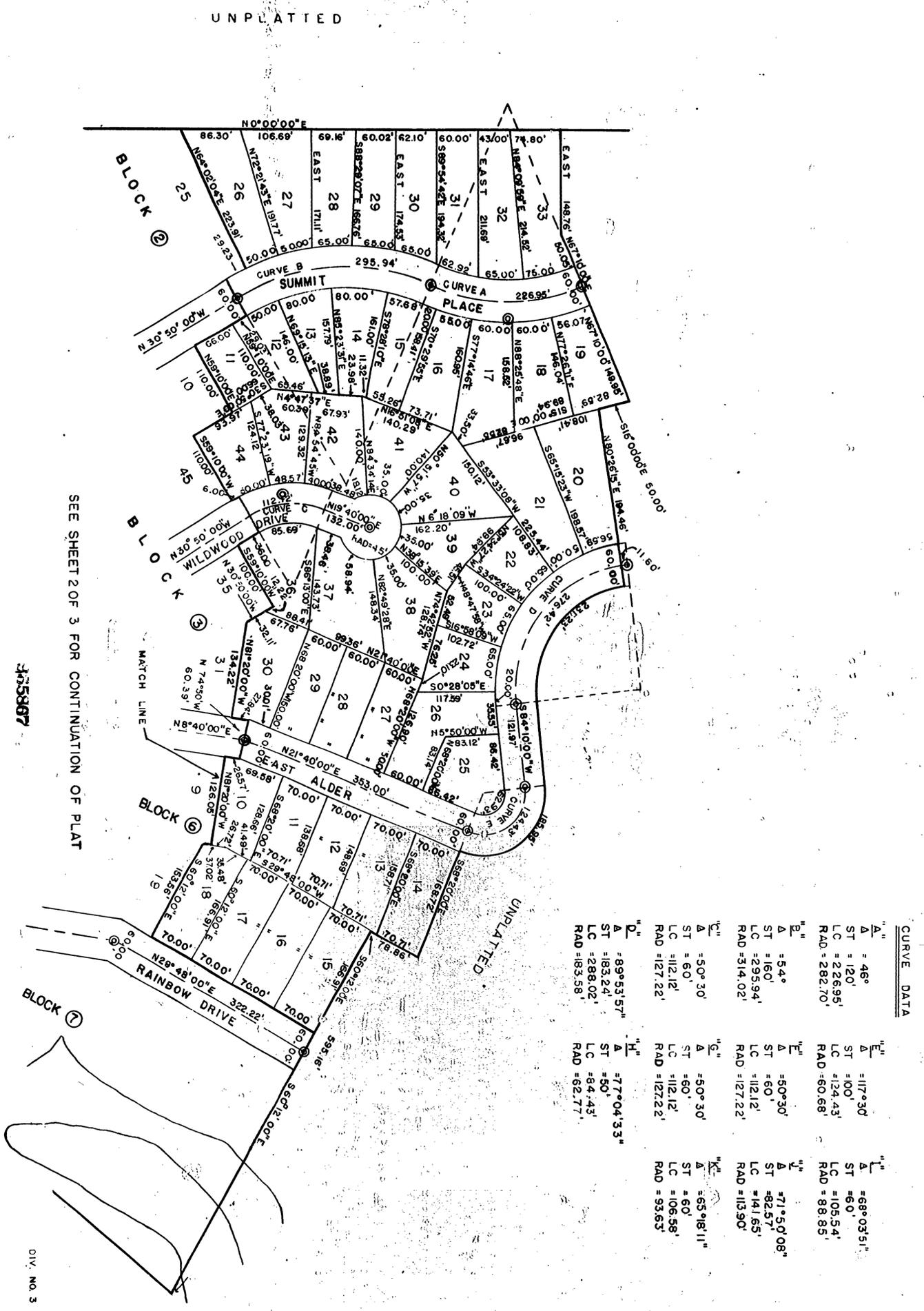
GLENHAVEN LAKES

DIVISION NUMBER 5

SECTION 29 & 32, T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

SCALE 1" = 100'



CURVE DATA

Curve	Angle	ST	LC	RAD
"A"	46°	120'	226.95'	282.70'
"B"	54°	160'	295.94'	314.02'
"C"	50° 30'	60'	112.12'	127.22'
"D"	89° 53' 57"	183.24'	288.02'	183.58'
"E"	117° 30'	100'	124.43'	60.68'
"F"	50° 30'	60'	112.12'	127.22'
"G"	50° 30'	60'	112.12'	127.22'
"H"	77° 04' 33"	50'	64.43'	62.77'
"I"	68° 03' 51"	60'	105.54'	88.85'
"J"	71° 50' 08"	82.57'	141.65'	113.90'
"K"	65° 18' 11"	60'	106.58'	93.63'

SEE SHEET 2 OF 3 FOR CONTINUATION OF PLAT

NOTE:
 1. ALL CORNER RADII ARE 30' UNLESS SHOWN OTHERWISE
 2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 5 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 95981 - 06/12 Page 984 of 988
 3. © INDICATES CONCRETE MONUMENT

BLOCK 7

DIV. NO. 3

UNPLATTED

GLENHAVEN LAKES

REPLAT OF DIVISION "5, BLOCK 2
SECTION 29 8 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 REQUIREMENTS 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 NW 1/4 SEC. 32, T37N, R4E, W. M. AND THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R5E, W.M., DESCRIBED AS FOLLOWS; COMMENCING AT A POINT 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
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, ABERN LUTJKE, 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 AUDITORS 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 GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, IN ANY REASONABLE SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS 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 21 DAY OF July, 1964.
IVA WHITTAKER TRUDELL
FEE SIMPLE OWNER
BY *Richard J. Waters*
RICHARD J. WATERS, ATTORNEY-IN-FACT

A. J. HUTTON JR. AND LAWRENCE C. ANGELL, DBA. 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 AP-
PEARED 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 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.

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, ABERN LUTJKE, A. J. HUTTON JR.,
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 PRIN-
CIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN
THIS CERTIFICATE FIRST ABOVE WRITTEN.

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.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COM-
MISSIONERS OF WHATCOM COUNTY, THIS 21 DAY OF
JULY, 1964.

ATTEST: CLERK OF THE BOARD
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Steve Long, COUNTY TREASURER OF
WHATCOM COUNTY, WASHINGTON, DO HEREBY CERT-
IFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID
UPON THAT PORTION OF REAL ESTATE EMBRACED
WITHIN THIS PLAT HAVE BEEN FULLY PAID AS RE-
CORDED BY LAW AND AS SHOWN BY THE RECORDS IN
MY OFFICE.
WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS
21 DAY OF July, 1964.

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 9 MINUTES PAST 9 AND
RECORDED IN VOLUME 9 OF PLATS, PAGES
60 OF THE RECORDS OF THE
RECORDS OF SAID COUNTY.

AUDITOR, WHATCOM COUNTY, WASHINGTON

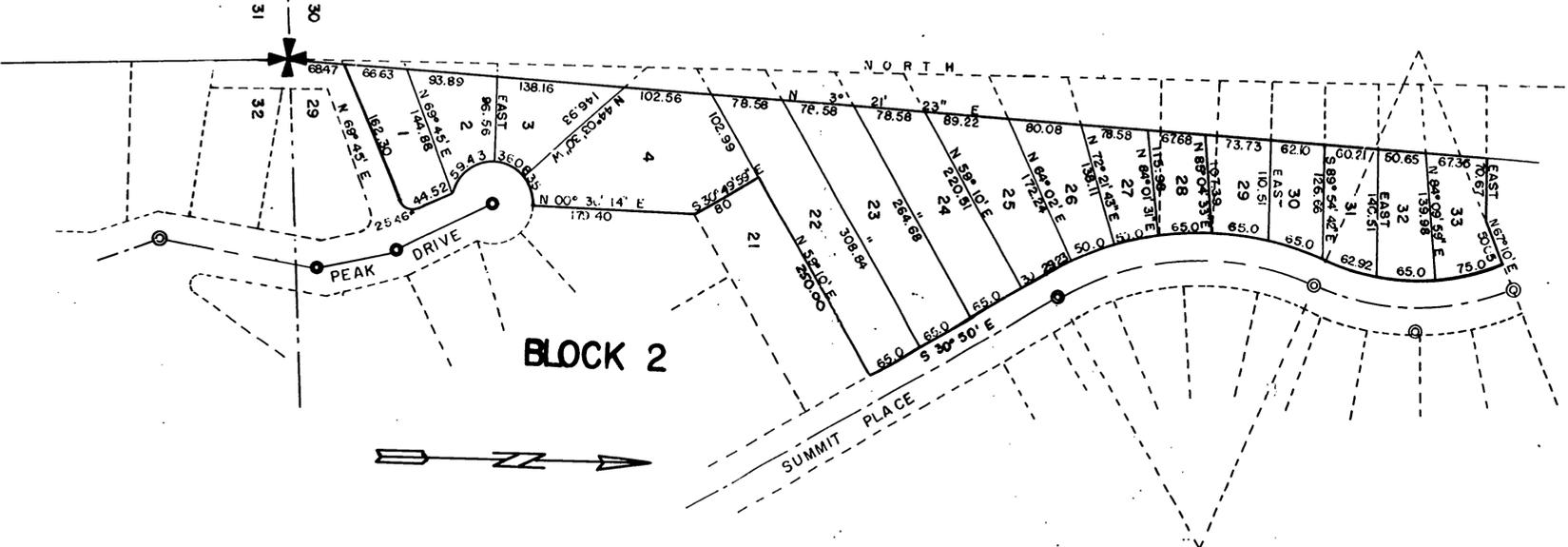


EXHIBIT G

GLENHAVEN LAKES
DIVISION NUMBER 6
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

D 100 110 5282 820 72 69 152 6/10/81 SHEET 2 OF 2

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 N60°12'00"W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 196.91'; THENCE N29°48'00"E, 78.86'; THENCE N68°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 S80°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 1350'; THENCE N 9°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 N84°03'30"E, 242.73'; 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, 73.32' 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.



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. 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 HERETO 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

Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

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.

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: Aileen Starnum
CLERK OF THE BOARD

F. D. Johnson
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Thelma Paulsen, 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

Thelma Paulsen
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 62763 OF THE RECORDS OF
SAID COUNTY.

Thelma Paulsen
AUDITOR, WHATCOM COUNTY, WASHINGTON
(SEAL)

New Dedication Covenant & Subdivision Subd 17 Page 84 Aug 14, 1964
4-7-77
C: B P H 1578697 Rev 46 Passes 1103/87

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.

Paul A. Felle
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 DEDIC-
ATION 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 DES-
CRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOL-
UNTARY 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 RE-
VOKED 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.

Paul A. Felle
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



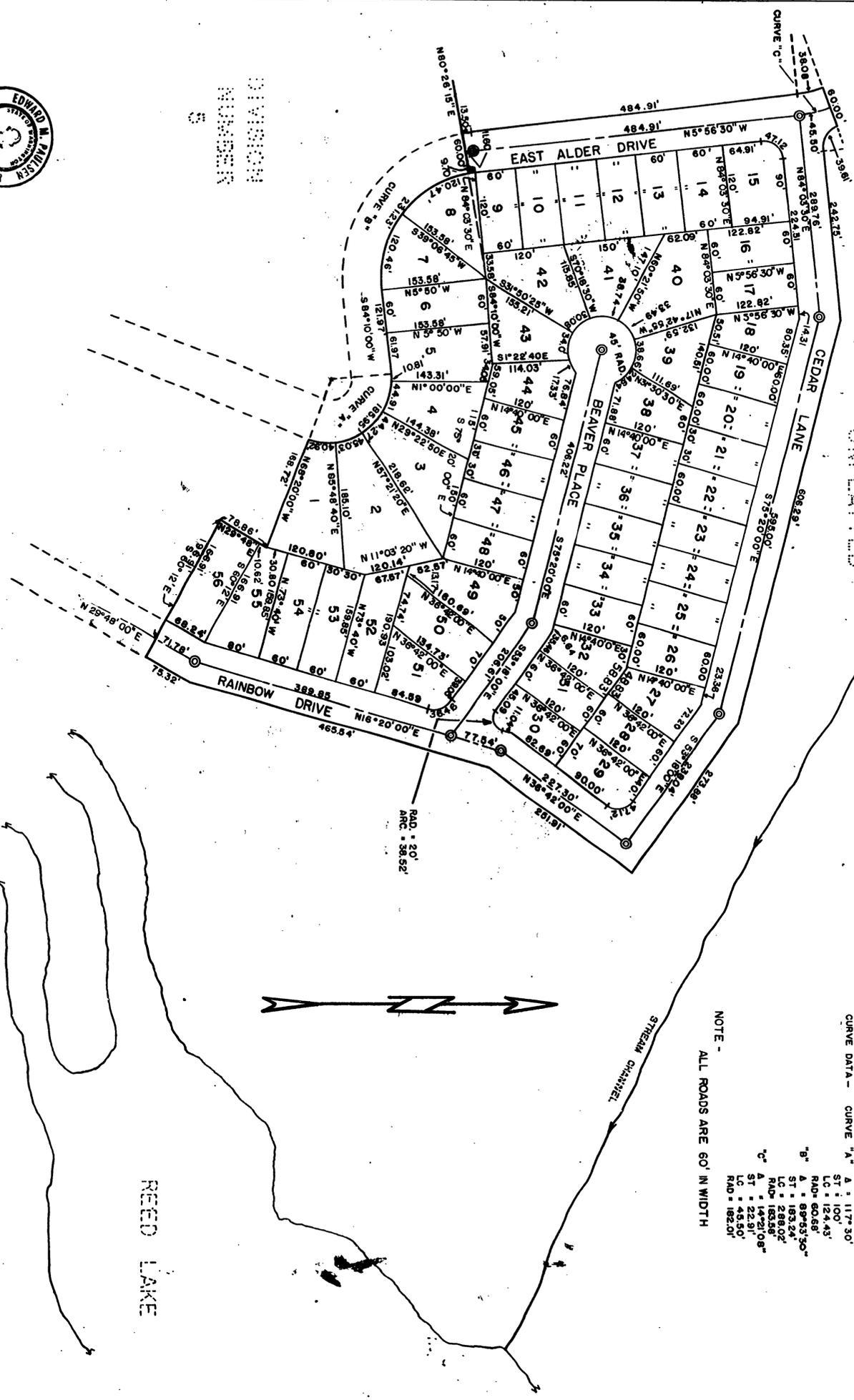
GLENHAVEN LAKES
DIVISION NUMBER 6
 SECTION 29, T37 N, R4E, W. M. WHATCOM COUNTY, WASH.
 SCALE 1" = 100'

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 9712978 0417 Page 814 of 818

CURVE DATA -

CURVE "A"	A = 117°30'
	ST = 100'
	LC = 124.43'
	RAD = 60.68'
"B"	A = 89°53'30"
	ST = 183.24'
	LC = 288.02'
	RAD = 183.58'
"C"	A = 149°10'8"
	ST = 22.81'
	LC = 182.01'

NOTE -
 ALL ROADS ARE 60' IN WIDTH



EDWARD M. PAULSEN
 REGISTERED PROFESSIONAL ENGINEER
 No. 13104
 August 1st, 1964



EXHIBIT H

GLENHAVEN LAKES
DIVISION NUMBER 7
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

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, 273.48'; 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 39.61'; THENCE S69° 42' 22"W BEING RADIAL 60.00' TO A POINT ON THE WEST BOUNDARY OF SAID PLAT; THENCE S69° 42' 22"W 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' 15"W 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

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS

47th DAY OF September, 1964.

Udo B. Bode 4906 58404 1/151 P.230 L12413 B1

ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)



PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS

4 DAY OF September, 1964.

Patrick J. Davis
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY,

THIS 47th DAY OF September, 1964.

ATTEST: Elly J. Davis
CLERK OF THE BOARD

Patricia J. Davis
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Wade C. Coon, 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.

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 M. Paulsen ON THIS 47th DAY OF September, 1964 AT 9:55 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGES 66627 OF THE RECORDS OF SAID COUNTY.

Walter H. Hesterman
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.

Walter H. Hesterman
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



Walter H. Hesterman
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



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 AUDITORS FILE NO. 95818 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 AUDITORS 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 HERETO SET OUR HANDS THIS 28th DAY OF August, 1964.

BY Walter H. Hesterman
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
IN-FACT

STATE OF WASHINGTON)
COUNTY OF WHATCOM
ON THIS 28th DAY OF August, 1964, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT 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

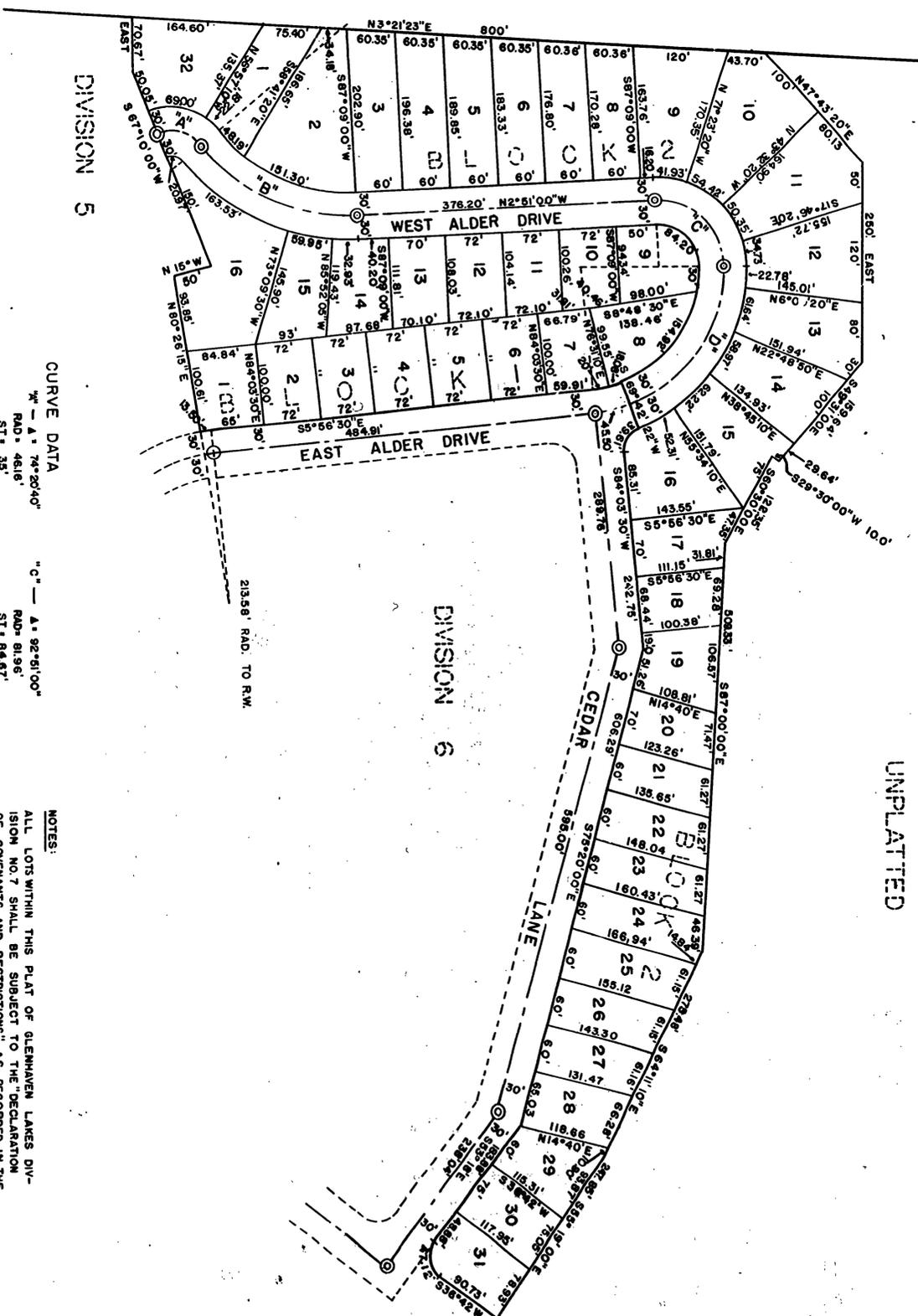
STATE OF WASHINGTON)
COUNTY OF WHATCOM
ON THIS 28th DAY OF August, 1964, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, 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

Walter H. Hesterman
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



174208
 GLENHAVEN LAKES
 DIVISION NUMBER 7
 SECTION 29, T37N, R4E, W.M.
 WHATCOM COUNTY, WASH.
 SCALE 1" = 100'

UNPLATTED



CURVE DATA

"A" - A. 74°20'40"	"C" - A. 92°51'00"
RAD. 461.6'	RAD. 81.96'
ST. 35'	ST. 84.67'
LC. 59.89'	LC. 132.81'
"B" - A. 54°21'40"	"D" - A. 69°42'32"
RAD. 240.27'	RAD. 182.01'
ST. 123.68'	ST. 128.75'
LC. 227.85'	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 GOVERNANT'S AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITORS FILE NUMBER 574.209

ALL 18 Bays 664 of O.R. omitted list of owner. + plat rd 27 by ss ER. 4-7-77



EXHIBIT I

GLENHAVEN LAKES
DIVISION NUMBER 8
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

9794225

517 10 50 100 20 999 400

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 20 DAY OF NOVEMBER, 1964.

J. J. Fox
ENGINEER, WHATCOM COUNTY, WASHINGTON
(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 19 DAY OF November, 1964.

Patrick J. Swiney
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.

W. H. H. H. H.
CLERK OF THE BOARD
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

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°00'00"E 485.54' THENCE N36°42'00"E 291.91' TO THE NE. 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 26.54'; THENCE N87°48'30"E 333.82'; THENCE S89°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°24'13"W 210.95'; THENCE S68°37'45"W 246.98'; THENCE S85°45'50"W 54.152' TO AN INTERSECTION OF THE NORTHERLY BOUNDARIES OF THE PLATS OF GLENHAVEN LAKES DIV. 3 AND DIV. 5; THENCE N80°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.

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. 9422475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, ~~RECORDED UNDER AUDITORS FILE NO. 9422475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, 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. 95818 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 HEREBY SET OUR HANDS THIS 20th DAY OF October, 1964.

IVA WHITTAKER TRUDELL
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 *Richard J. Waters*
RICHARD J. WATERS, ATTORNEY-IN-FACT

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.

9794225

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, 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 G. Riffe
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

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 IVA WHITTAKER TRUDELL ON THIS 20th DAY OF Nov, 1964 AT 10 MINUTE PAST 10 AND RECORDED IN VOLUME 9 OF PLATS, PAGES 644 70 OF THE RECORDS OF SAID COUNTY.

Hilda Miller
AUDITOR, WHATCOM COUNTY, WASHINGTON

A. J. Hutton Jr.
(SEAL)
AUDITOR, WHATCOM COUNTY, WASHINGTON

TREASURER'S CERTIFICATE

I, *Hilda Miller*, 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

Hilda Miller
TREASURER, WHATCOM COUNTY, WASHINGTON
(SEAL)



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 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 G. 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'

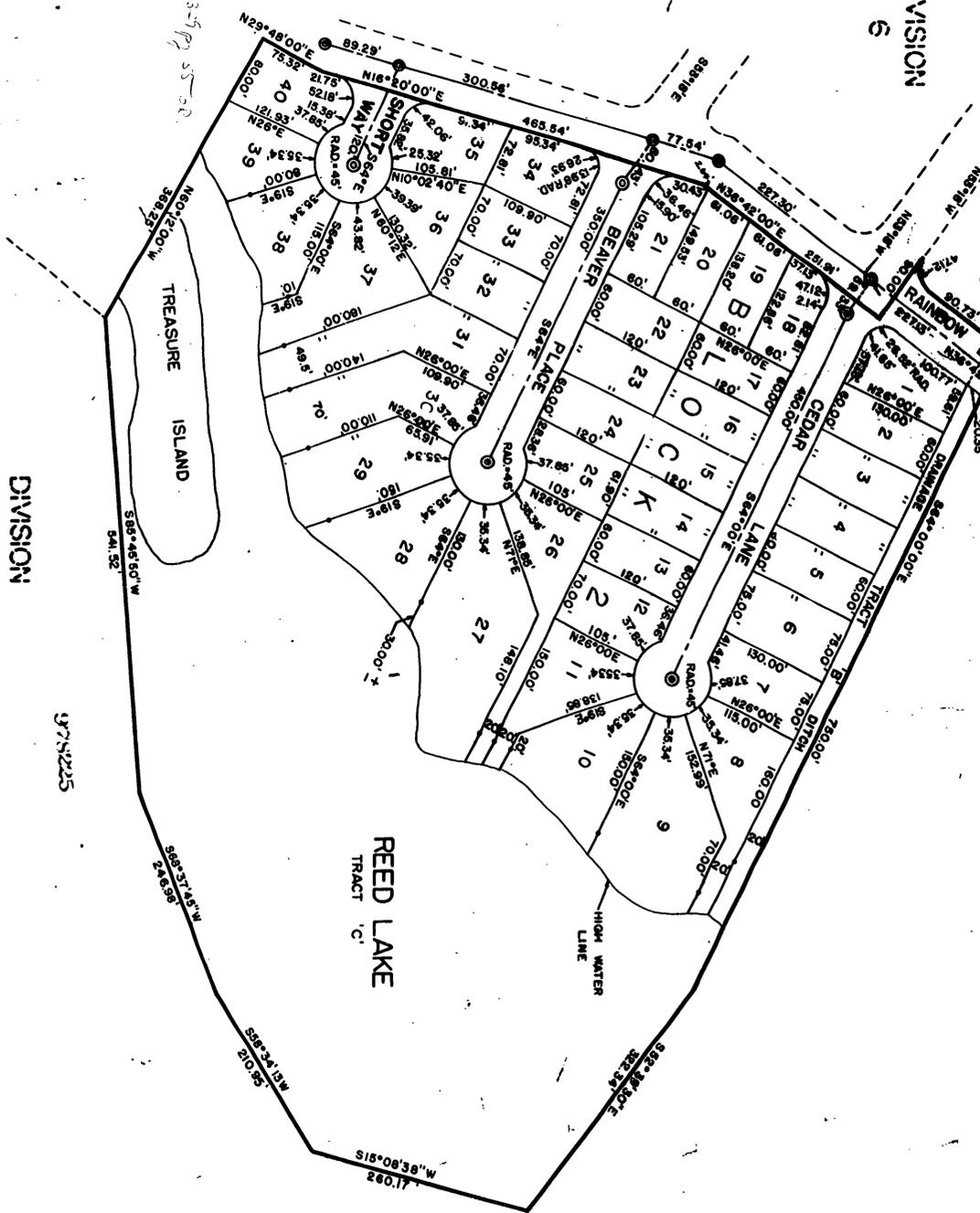
978225

40



UNPLATTED

- 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 WHATCOMB COUNTY, WASHINGTON UNDER AUDITOR'S FILE NUMBER 978060 - 01151 *Beaver Place P.D.R.*
 3. © INDICATES CONCRETE MONUMENT *found at SW corner with 1/2\"/>*
 4. ALL ROAD ARE 60' IN WIDTH

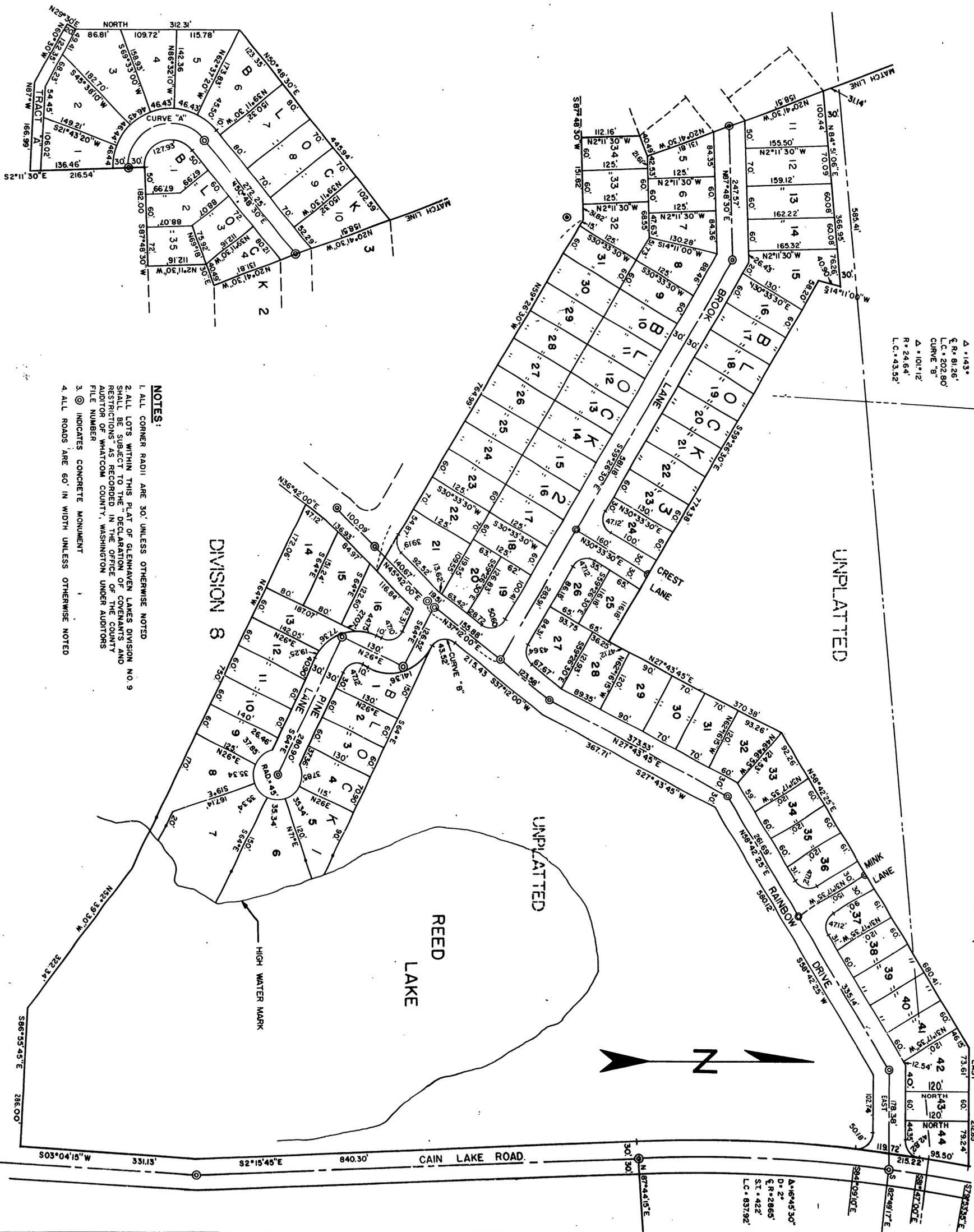


GLENHAVEN LAKES DIVISION NUMBER 9

SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

SCALE: 1" = 100'

CURVE DATA
 CURVE "A"
 Δ = 143°
 R = 81.26'
 L.C. = 202.90'
 CURVE "B"
 Δ = 101°12'
 R = 24.64'
 L.C. = 43.52'



- 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



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 ACTUALLY 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 GREST LAKE 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° 32' 35", A DISTANCE OF 104.20'; THENCE N 25° 17' 50" E - 60.00'; THENCE N 64° 42' 10" W - 48.14'; THENCE N 29° 17' 50" E - 120.00'; THENCE N 54° 25' 15" E - 14.47'; THENCE N 44° 33' 15" E - 141.83'; THENCE N 30° 57' 45" E - 136.67'; THENCE N 37° 36' 15" E - 370.05'; THENCE N 31° 36' 15" E - 106.64'; THENCE S 58° 23' 45" E - 10.00'; THENCE N 37° 36' 15" E - 64.70'; THENCE N 29° 22' 00" E - 140.55'; THENCE N 41° 45' 15" E - 489.28'; THENCE N 38° 59' 15" W - 302.11'; THENCE N 29° 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 NW 1/4 SEC. 29 T37N, R4E, W.M.; THENCE N 83° 9' 30" E FOLLOWING THE NW 1/4 LINE - 390.67' MORE OR LESS TO THE EAST 1/4 CORNER OF THE NW 1/4 SEC. 29 T37N, R4E, W.M.; THENCE S 29° 17' 50" E - 104.20'; THENCE S 87° 20' 20" E FOLLOWING THE 1/2 LINE 323.87' MORE OR LESS TO AN INTERSECTION WITH THE WEST BOUNDARY OF GAIN LAKE ROAD; THENCE FOLLOWING THE WEST BOUNDARY OF GAIN LAKE ROAD ON A CURVE TO THE RIGHT WITH A RADIUS OF 2833.00 AND A Δ 10° 38' 30", FOR A DISTANCE OF 293.14' 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 A Δ 16° 45' 30" FOR A DISTANCE 0. 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
REGISTERED PROFESSIONAL ENGINEER
Knut S. Knudsen
REGISTERED PROFESSIONAL SURVEYOR

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 AUDITORS' FILE NO. 95818, 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, DOMS 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 AUDITORS' 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

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 *Richard J. Waters*
RICHARD J. WATERS, ATTORNEY-IN-FACT

BY *Glen Corning*
GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

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.

Paul G. Kelly
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 8th DAY OF JULY, 1965.

ENGINEER, WHATCOM COUNTY, WASHINGTON



PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 12 DAY OF JULY, 1965.

VICE CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONEERS APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONEERS OF WHATCOM COUNTY, THIS 12th DAY OF JULY, 1965.

ATTEST: *Chairman*
CLERK OF THE BOARD

Chairman
CHAIRMAN, WHATCOM COUNTY COMMISSIONEERS

TREASURER'S CERTIFICATE

I, *Paul G. Kelly*, 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 22nd DAY OF June, 1965.

Paul G. Kelly
TREASURER, WHATCOM COUNTY, WASHINGTON

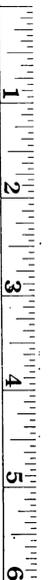
AUDITOR'S CERTIFICATE

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 O'CLOCK AND RECORDED IN VOLUME 9 OF PLATS, PAGES 71-72 OF RECORDS OF SAID COUNTY.

Paul G. Kelly
AUDITOR, WHATCOM COUNTY WASHINGTON

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.

Paul G. Kelly
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



GLENHAVEN LAKES DIVISION NUMBER 10

SECTION 29 T77N, R4E, W1M.

SCALE 1" = 100'

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to
Puget Sound Power & Light Company
and

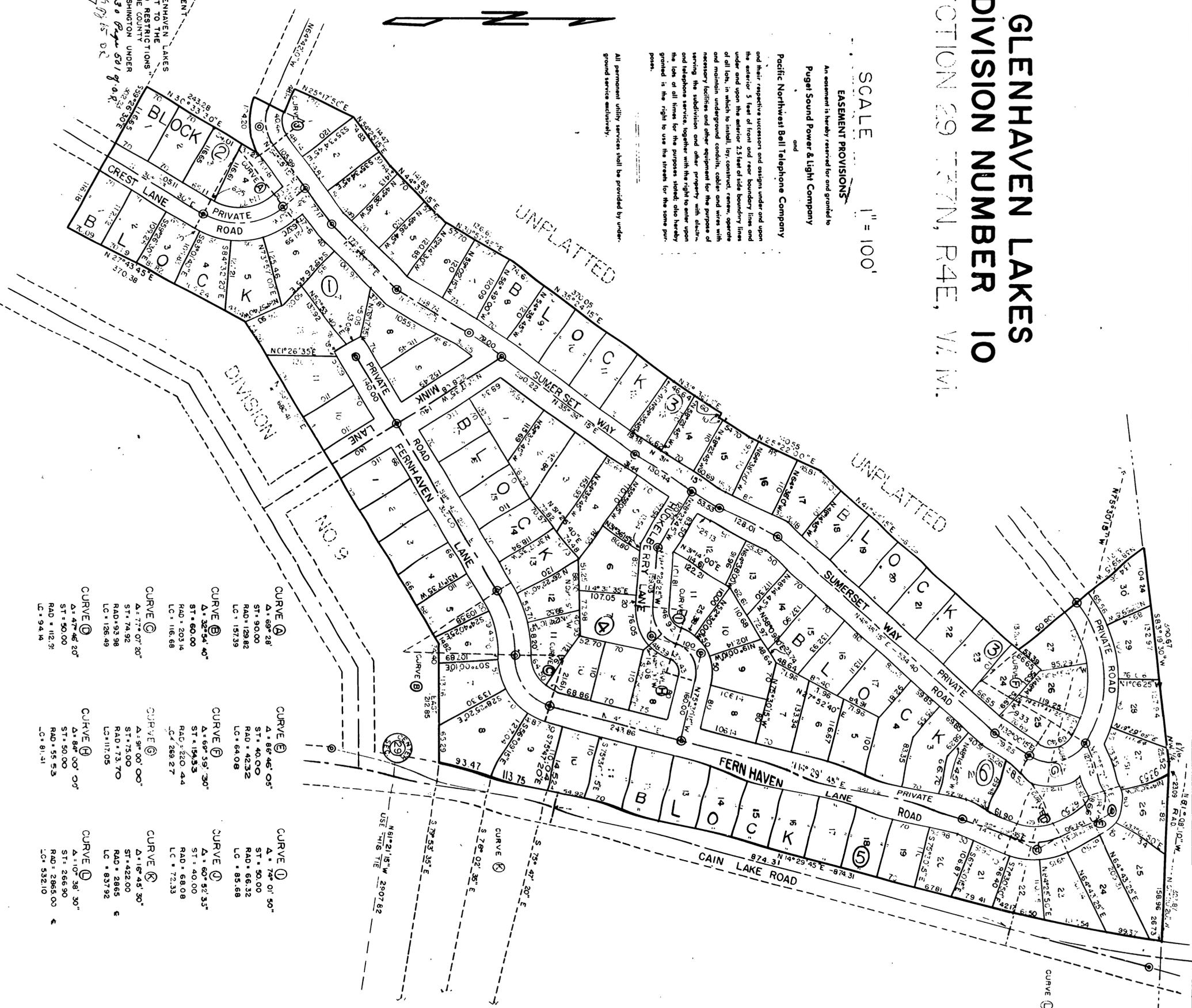
Pacific Northwest Bell Telephone Company

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 of 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. (C) 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 WHATCOMB COUNTY, WASHINGTON UNDER AUDITOR'S FILE NO. 99014.
 4. *Original plat recorded in WAC 4-7-77 pg 15 or 16.*



- | | | | |
|------------|----------------|------------|-----------------|
| CURVE A | Δ: 69° 28' | CURVE B | Δ: 74° 01' 50" |
| ST: 90.00 | RAD: 129.82 | ST: 50.00 | RAD: 66.32 |
| LC: 157.39 | LC: 64.08 | LC: 85.88 | |
| CURVE C | Δ: 32° 34' 40" | CURVE D | Δ: 60° 52' 33" |
| ST: 60.00 | RAD: 203.14 | ST: 40.00 | RAD: 68.08 |
| LC: 116.68 | LC: 269.27 | LC: 72.33 | |
| CURVE E | Δ: 77° 07' 30" | CURVE F | Δ: 16° 45' 30" |
| ST: 74.92 | RAD: 93.98 | ST: 422.00 | RAD: 2865.00 |
| LC: 126.49 | LC: 117.05 | LC: 83.92 | |
| CURVE G | Δ: 47° 46' 30" | CURVE H | Δ: 110° 38' 30" |
| ST: 50.00 | RAD: 112.37 | ST: 266.90 | RAD: 2865.00 |
| LC: 94.14 | LC: 81.31 | LC: 332.10 | |



EXHIBIT M

GLENHAVEN LAKES DIVISION NUMBER 12

SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

ENGINEER'S APPROVAL

See delineation of boundaries & restrictions on Old 31 Page 366 of Official Record

DESCRIPTION

WE, EDWARD M. PAULSEN AND KNUDS 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 NE CORNER OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 3, BEING AN INTERSECTION OF THE WEST BOUNDARY OF THE GAIN LAKE ROAD AND THE NORTH BOUNDARY OF SAID PLAT, THENCE N 86°55'45" 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°59'30" W AND FOLLOWING THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 8, 432.54'; 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 1 OF THE PLAT OF GLENHAVEN LAKES DIV. NO. 9; THENCE N 64° W AND FOLLOWING SAID BOUNDARY OF SAID BLOCK 1 470.00' 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' 30" 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 GAIN LAKE ROAD; THENCE SOUTHERLY AND FOLLOWING THE WEST BOUNDARY OF GAIN LAKE ROAD ON A CURVE HAVING A RADIUS OF 2995.00' AND A CENTRAL ANGLE OF R° 06' 35" 409.73'; THENCE S 2°5' 45" E, 574.80'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5700.00' AND A CENTRAL ANGLE OF 9° 20', 530.54'; THENCE S 3° 04' 15" W, 65.63' TO THE POINT OF BEGINNING.

(SEAL)

REGISTERED PROFESSIONAL ENGINEER

(SEAL)

REGISTERED PROFESSIONAL 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 AUDITORS 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 HEREONTO SET OUR HANDS THIS 28th DAY OF July, 1965.

IVA WHITTAKER TRUDELL & GENERAL BUILDING
FEE SIMPLE OWNERS
INC.

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 Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT

BY Glen Corning
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.

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF WHATCOM
ON THIS 28th 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,
SUCCESSORS TO GENERAL BUILDING INCORPORATED AND 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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

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 COMMISSIONERS OF WHATCOM COUNTY, THIS 29th
DAY OF July, 1965.

ATTEST:

CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, COUNTY TREASURER OF WHATCOM, WASHINGTON, DO HEREBY CERTIFY
THAT ALL TAXES/REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITH-
IN 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 28th 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 Edna Corning, ON THIS 27th DAY
OF July, 1965 AT 10:00 AM AND RECORDED IN VOLUME
OF SAID COUNTY.

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 AUDITORS' FILE NUMBER _____

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 stream for the same pur-
poses.

All permanent utility services shall be provided by under-
ground service exclusively.

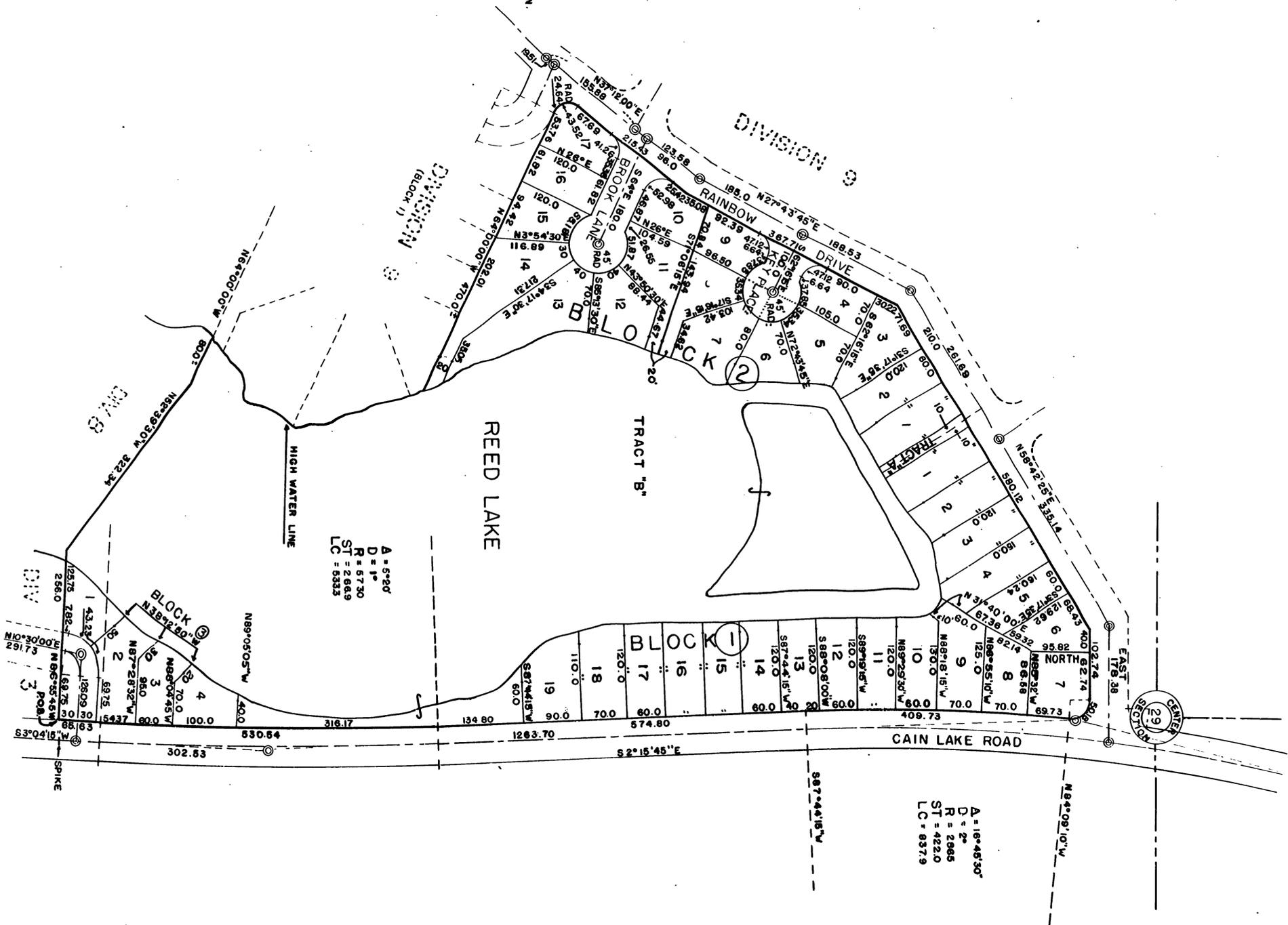
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

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.



A = 5°20'
D = 1'
R = 5730
ST = 2669
LC = 8323

A = 16°45'30"
D = 2'
R = 2865
ST = 4220
LC = 8379





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-223

File ID:	AB2019-223	Version:	1	Status:	Introduced for Public Hearing
File Created:	04/08/2019	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry; the proposal would modify a policy relating to ferry level of service and delete a policy relating to a ferry feasibility study

(Recommended motion: Forward for concurrent review. This ordinance cannot be adopted this evening. The Council must consider initiated comprehensive plan amendments concurrently so that the cumulative effect of the various proposals can be evaluated. All proposed amendments will be scheduled together for final adoption at a later date.)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry. The proposal would modify Policy 6A-1 relating to ferry level of service and delete Policy 6C-9 relating to a ferry feasibility study

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/23/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo to Council, Draft Ordinance, Draft Ordinance - Exhibit A, Planning Commission Findings

Final Action:
Enactment Date:
Enactment #:



Memorandum

April 8, 2019

TO: The Honorable Jack Louws, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

RE: Lummi Island Ferry – Comp Plan Amendments (PLN2019-00004)

The subject proposal is to modify the Whatcom County Comprehensive Plan as follows:

- Amending Policy 6A-1 relating to Lummi Island ferry level of service.
- Deleting Policy 6C-9 relating to a ferry feasibility study.

The Lummi Island Ferry Advisory Committee was established by WCC 2.145 (adopted in 2012). This Advisory Committee proposed modifications to Comprehensive Plan Policy 6A-1 relating to ferry level of service. Additionally, the *Lummi Island Ferry System Level of Service Alternatives Analysis Final Report* was issued on July 5, 2018. Therefore, Comprehensive Plan Policy 6C-9, relating to a ferry feasibility study, should be deleted because the study is complete. The Whatcom County Council endorsed the Lummi Island Ferry Advisory Committee recommendations by approval of Resolution 2018-026 on July 24, 2018.

The Whatcom County Planning Commission held a public hearing and recommended approval of these Comprehensive Plan amendments on January 24, 2019.

We are now requesting Council review of the amendments and anticipate that the County Council would make a final decision when all comprehensive plan amendments are reviewed concurrently.

Thank you for your consideration of this matter. We look forward to discussing it with you.

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY COMPREHENSIVE PLAN
RELATING TO THE LUMMI ISLAND FERRY**

WHEREAS, The Lummi Island Ferry Advisory Committee proposed modifications to the Whatcom County Comprehensive Plan relating to the Lummi Island ferry; and

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered the Lummi Island Ferry Advisory Committee and Planning Commission recommendations; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

Background Information

1. The subject amendments to the Whatcom County Comprehensive Plan (Chapter 6, Transportation) are summarized as follows:
 - a. Amending Policy 6A-1 relating to Lummi Island ferry level of service.
 - b. Deleting Policy 6C-9 relating to a ferry feasibility study.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on December 12, 2018.
3. Notice of the Planning Commission hearing was sent to citizen, media, and other groups on the County's e-mail list on January 9, 2019.
4. Notice of the Planning Commission hearing was posted on the County website on January 10, 2019.
5. Notice of the Planning Commission hearing was published in the Bellingham Herald on January 11, 2019.

6. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on January 11, 2019.
7. The Planning Commission held a public hearing on the subject amendments on January 24, 2019.
8. Pursuant to WCC 22.10.060(1), in order to approve comprehensive plan amendments the County must find all of the following:
 - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
 - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
 - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
 - d. The amendment does not include or facilitate spot zoning.

Growth Management Act

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA Planning goal # 3 is to "Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans" (RCW 36.70A.020(3)).

11. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).
12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include, among other things, a forecast of the future needs for such capital facilities. The level of service provides a basis to project future needs.

County-Wide Planning Policies

13. County-Wide Planning Policy A-2 states that the County ". . . shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees. . ."

Interlocal Agreements

14. There are no interlocal agreements that would prevent the subject amendments.

Further Studies/Changed Conditions

15. The Lummi Island Ferry Advisory Committee was established by WCC 2.145 (adopted in 2012) to advise the County on a number of issues:
 - a. Review and provide recommendations on proposed changes to ferry operations and fares; and
 - b. Review at least annually ferry revenue and expenditures, ferry fund balance, and actual versus targeted fare return; and
 - c. Assist the county in collecting information from ferry riders on actual and desired ferry services, concerns, and ideas for improved service; and
 - d. Analyze and develop recommendations to continue and improve the cost effective operation of ferry service to Lummi Island; and
 - e. Research, review, and make recommendations regarding ferry replacement, long-term planning, parking, transportation to and from ferry docks, alternative docking locations, alternative funding sources, and other major capital and operational issues regarding ferry service to Lummi Island.
16. The Lummi Island Ferry Advisory Committee proposed modifications to Comprehensive Plan Policy 6A-1 relating to ferry level of service.

17. The *Lummi Island Ferry System Level of Service Alternatives Analysis Final Report* (July 5, 2018) was prepared by KPFF Consulting Engineers, Steer Davies Gleave, Elliott Bay Design Group, and Progressions. Therefore, Comprehensive Plan Policy 6C-9, relating to a ferry feasibility study, will be deleted because the study is complete.
18. The Whatcom County Council endorsed the Lummi Island Ferry Advisory Committee recommendations by approval of Resolution 2018-026 on July 24, 2018.

Public Interest

19. The subject Comprehensive Plan amendments relating to level of service standards are intended to facilitate ferry service that meets future community needs. These amendments were developed with the advice of the Lummi Island Ferry Advisory Committee, which considered public input at meetings and through surveys.
20. The subject Comprehensive Plan amendments address the provision of adequate ferry service in the future. Planning for such service is in the public interest.

Spot Zoning

21. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

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

Section 1. The Whatcom County Comprehensive Plan (Chapter 6, Transportation) is hereby amended as shown on Exhibit A.

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

ADOPTED this _____ day of _____, 2019.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chairperson

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Jack Louws, Executive

Date: _____

Exhibit A

Whatcom County Comprehensive Plan Amendments

Chapter 6 (Transportation)

Ferry service to Lummi Island does not comprise an arterial or transit route; therefore it is not subject to concurrency under GMA. It is, however, the only point of access for Lummi Island. For the purposes of future infrastructure planning, a LOS standard ~~for the Lummi Island ferry based on an estimate of the available passenger trips per capita Lummi Island population~~ is established in Policy 6A-12. ~~(See Lummi Island Ferry LOS methodology in Appendix J).~~

Policy 6A-1: Establish the following levels of service (LOS) for purposes of maintaining transportation concurrency:

- The Level of Service (LOS) standard for county arterials and major collectors located outside of urban growth areas during weekday p.m.-peak hours is C or better, except for specified primary routes as shown on Map 6-3, which shall have a LOS of D or better.
- The LOS standard for county arterials and major collectors within urban growth areas not associated with cities during weekday p.m. peak hours is D or better, which may be reduced for concurrency evaluation purposes in accordance with Policy 6A-4.
- The LOS standard for county arterials and major collectors within city urban growth areas weekday during p.m. peak hours is D or better, which may be reduced for concurrency evaluation purposes in accordance with Policy 6A-4.
- Coordinate with Whatcom Transportation Authority to ensure adequate transit service, in accordance with the level of service standards established in its current strategic plan.
- Public Works shall establish a performance metric to monitor service performance of the Lummi Island ferry system. This will include a week long count at least every quarter in both sailing directions. This count will include percent capacity, on-time performance, and the number of vehicles left in the queue. The count shall be compared to the desired level of service of no more than two sailing waits during average weekday peak periods.

~~The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when~~

~~that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car unit of the ferry, and the Small Area Estimates Program (SAEP) population figure. The interim standard is established at 439. (LOS = (Scheduled one-way trips X estimated car units for the boat) X 2 / SAEP population figure from OFM for Lummi Island.)~~

~~Policy 6C-9: Conduct a ferry feasibility study to inform the next annual Comprehensive Plan update so that sufficient planning, engineering, design and cost detail is available to use in competing for grants and other sources of funding for a replacement ferry. LIFAC should provide input on the scope of work and any consultants or vendors retained, as well as reviewing and providing input on key milestones.~~

NOTE: Re-number existing Policy 6C-10 to 6C-9

**WHATCOM COUNTY
PLANNING COMMISISON**

**Lummi Island Ferry
Comprehensive Plan Amendments**

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The subject amendments to the Whatcom County Comprehensive Plan (Chapter 6, Transportation) are summarized as follows:
 - a. Amending Policy 6A-1 relating to Lummi Island ferry level of service.
 - b. Deleting Policy 6C-9 relating to a ferry feasibility study.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on December 12, 2018.
3. Notice of the Planning Commission hearing was sent to citizen, media, and other groups on the County's e-mail list on January 9, 2019.
4. Notice of the Planning Commission hearing was posted on the County website on January 10, 2019.
5. Notice of the Planning Commission hearing was published in the Bellingham Herald on January 11, 2019.
6. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on January 11, 2019.
7. The Planning Commission held a public hearing on the subject amendments on January 24, 2019.
8. Pursuant to WCC 22.10.060(1), in order to approve comprehensive plan amendments the County must find all of the following:
 - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

- b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
- c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
- d. The amendment does not include or facilitate spot zoning.

Growth Management Act

- 9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
- 10. GMA Planning goal # 3 is to “Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans” (RCW 36.70A.020(3)).
- 11. GMA planning goal # 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).
- 12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include, among other things, a forecast of the future needs for such capital facilities. The level of service provides a basis to project future needs.

County-Wide Planning Policies

- 13. County-Wide Planning Policy A-2 states that the County “. . . shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees. . .”

Interlocal Agreements

14. There are no interlocal agreements that would prevent the subject amendments.

Further Studies/Changed Conditions

15. The Lummi Island Ferry Advisory Committee was established by WCC 2.145 (adopted in 2012) to advise the County on a number of issues:
 - a. Review and provide recommendations on proposed changes to ferry operations and fares; and
 - b. Review at least annually ferry revenue and expenditures, ferry fund balance, and actual versus targeted fare return; and
 - c. Assist the county in collecting information from ferry riders on actual and desired ferry services, concerns, and ideas for improved service; and
 - d. Analyze and develop recommendations to continue and improve the cost effective operation of ferry service to Lummi Island; and
 - e. Research, review, and make recommendations regarding ferry replacement, long-term planning, parking, transportation to and from ferry docks, alternative docking locations, alternative funding sources, and other major capital and operational issues regarding ferry service to Lummi Island.
16. The Lummi Island Ferry Advisory Committee proposed modifications to Comprehensive Plan Policy 6A-1 relating to ferry level of service.
17. The *Lummi Island Ferry System Level of Service Alternatives Analysis Final Report* (July 5, 2018) was prepared by KPFF Consulting Engineers, Steer Davies Gleave, Elliott Bay Design Group, and Progressions. Therefore, Comprehensive Plan Policy 6C-9, relating to a ferry feasibility study, will be deleted because the study is complete.
18. The Whatcom County Council endorsed the Lummi Island Ferry Advisory Committee recommendations by approval of Resolution 2018-026 on July 24, 2018.

Public Interest

19. The subject Comprehensive Plan amendments relating to level of service standards are intended to facilitate ferry service that meets future community needs. These amendments were developed with the advice of the Lummi Island Ferry Advisory Committee, which considered public input at meetings and through surveys.

20. The subject Comprehensive Plan amendments address the provision of adequate ferry service in the future. Planning for such service is in the public interest.

Spot Zoning

21. The subject proposal does not involve rezoning property.

CONCLUSIONS

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

RECOMMENDATION

Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approval of Exhibit A, Whatcom County Comprehensive Plan amendments (Chapter 6, Transportation).

WHATCOM COUNTY PLANNING COMMISSION



Nicole Oliver, Chair



Ashley Ubil, Secretary

1-25-19
Date

01-25-2019
Date

Commissioners present at the January 24, 2019 meeting when the vote was taken: Kelvin Barton, Atul Deshmane, Gary Honcoop, Stephen Jackson, Kimberly Lund, Natalie McClendon, Dominic Mocerri, and Nicole Oliver.

Vote: Ayes: 8, Nays: 0, Abstain: 0, Absent: 1. Motion carried to adopt the above amendments.

Planning Commission Exhibit A
is attached to the proposed Ordinance.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2019-248**

File ID:	AB2019-248	Version:	1	Status:	Introduced for Public Hearing
File Created:	04/17/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	05/07/2019

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

TITLE FOR AGENDA ITEM:

Ordinance amending the Whatcom County Unified Fee Schedule to include language regarding reducing recidivism, job loss, and education disruption caused by low income County residents serving jail time in other jurisdictions by allowing them to continue to attend school or work if the offense allows for day release in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending the Whatcom County Unified Fee Schedule to include language regarding reducing recidivism, job loss, and education disruption caused by low income County residents serving jail time in other jurisdictions by allowing them to continue to attend school or work if the offense allows for day release in Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/23/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Ordinance

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

AMENDING THE WHATCOM COUNTY UNIFIED FEE SCHEDULE TO INCLUDE LANGUAGE REGARDING REDUCING RECIDIVISM, JOB LOSS, AND EDUCATION DISRUPTION CAUSED BY LOW INCOME COUNTY RESIDENTS SERVING JAIL TIME IN OTHER JURISDICTIONS BY ALLOWING THEM TO CONTINUE TO ATTEND SCHOOL OR WORK IF THE OFFENSE ALLOWS FOR DAY RELEASE IN WHATCOM COUNTY

WHEREAS, each year some County residents commit offenses which are moderate enough that they qualify for either school release, work release, or electronic home monitoring while serving their sentence; and

WHEREAS, each year several County residents who qualify for school release, work release, or electronic home monitoring take advantage of these options to ensure they can continue their jobs and/or education after their sentence is complete, or to look after others they provide care for; and

WHEREAS, each year a percentage of County residents commit offenses in other jurisdictions and are convicted and sentenced to be jailed in those other jurisdictions but wish to serve their sentence in Whatcom County in order to preserve the jobs or educational opportunities they have in Whatcom County; and

WHEREAS, the County currently allows County residents who have committed offenses in other jurisdictions who qualify for transfer from the jurisdiction of their conviction to serve their sentences in Whatcom County, provided they pay a "non-resident" inmate fee of \$108 per day for school release or work release, or \$73 per day for electronic home monitoring; and

WHEREAS, while non-resident inmates who can afford to pay the fees and transfer to Whatcom County are often able to retain their jobs, housing, and continue their education without interruption, those who are too poor to do so cannot, thus promoting a two-tier system of consequences based on the individuals economic circumstances; and

WHEREAS, a recent ALICE (Asset Limited, Income Constrained, Employed) study estimated the minimum annual income necessary to cover household essentials, such as housing, child care, food, transportation, technology, health care, taxes, and other contingencies in Whatcom County for a single adult in 2016 was \$1,753 per month or \$21,036 per year, while a family of two adults, one infant, and one preschooler required \$5,540 per month or \$66,480 per year to reach the bare-minimum "survival" level; and

WHEREAS, inmates living below the ALICE thresholds are typically unable to pay the non-resident fees to participate in school release, work release, or electronic home monitoring and are thus unable to preserve their jobs or educational opportunities, or continue to provide care and support to others; and

WHEREAS, inmates who lose their jobs as a result of incarceration often also lose their housing and/or have their education disrupted; and

1 WHEREAS, such inmates are more likely to struggle, make further poor choices,
2 self-medicate, reoffend, and/or become homeless than those that have been able to retain
3 their jobs or continue their education while incarcerated; and
4

5 WHEREAS, it is in the community's best interest to have all people who are
6 expected to be County residents after their release from jail who qualify for school release,
7 work release, or electronic home monitoring to be able to retain their employment and/or
8 participation in an educational program, or continue to provide care and support to others,
9 as they are less likely to reoffend, require homeless housing and/or other social assistance
10 in the future, and are more likely to successfully reintegrate into our local community.
11

12 NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the
13 County's 2019 Unified Fee Schedule be modified to include the language provided in Exhibit
14 A to this ordinance.
15

16 ADOPTED this ____ day of _____, 2019.
17

18 ATTEST: WHATCOM COUNTY COUNCIL
19 WHATCOM COUNTY, WASHINGTON
20

21 _____
22 Dana Brown-Davis, Clerk of the Council
23

Rud Browne, Council Chair
24

25 APPROVED AS TO FORM:
26

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON
27

28 _____
29 Civil Deputy Prosecutor
30

Jack Louws, County Executive
31

() Approved () Denied
32

33 Date Signed: _____
34
35

EXHIBIT A

Changes to be incorporated into the Whatcom County Unified Fee Schedule

Offenders incarcerated in other city or county jails for offenses committed in other jurisdictions who wish to transfer to the Whatcom County Jail to participate in school release, work release, or electronic home monitoring may do so without paying the applicable non-resident rate if they meet all of the following criteria:

1. The conviction is for an offense that the Whatcom County Courts routinely allow inmates the option to participate in the school release, work release, or electronic home monitoring programs had they been convicted in Whatcom County, and
2. At the time of their arrest they were either: (a) student at an educational institution in Whatcom County, or (b) employed or housed in Whatcom County, and
3. The transfer would enable them to continue their education or employment, or serve as a caregiver for others (as applicable) if they relocated to the Whatcom County Jail, and
4. Their income for the preceding calendar year is less than the most recently published applicable ALICE levels as of the date of their conviction



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-200

File ID: AB2019-200 **Version:** 2 **Status:** Introduced
File Created: 04/02/2019 **Entered by:** NHanson@co.whatcom.wa.us
Department: Council Office **File Type:** Current Year Council Appointment
First Assigned to: Council
Agenda Date: 05/07/2019 **Next Mtg. Date:** **Hearing Date:**

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

TITLE FOR AGENDA ITEM:

Appointment to the Solid Waste Advisory Committee, Business/Industry representative, partial term ending 1/31/2020, applicant: Rodd Pemble (committee provides ongoing public input and advise to Whatcom County on solid waste management issues)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Solid Waste Advisory Committee has the following vacancies: 1 Agriculture Representative - partial term ending 1/31/2020, and 1 vacancy Business/Industry Representative - partial term ending 1/31/2020. The committee provides ongoing public input and advise to Whatcom County on solid waste management issues. Applicant: Rodd Pemble.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/23/2019	Council	INTRODUCED	Council

Attachments: Pemble application

Final Action:
Enactment Date:
Enactment #:

Solid Waste
Advisory Committee

NaDean Hanson

Business/Industry

From: noreply@civicplus.com
Sent: Monday, March 25, 2019 10:54 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Rodd
Last Name	Pemble
Today's Date	3/25/2019
Street Address	21 Bellwether Way Ste 404
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3605279785
Secondary Telephone	3608151098
Email Address	rodd@ssc-inc.com

Step 2

1. Name of Board or Committee	Solid Waste Advisory Committee
Solid Waste Advisory Committee (SWAC) Position:	Solid Waste Business/Industry representative
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	I served from 2003-2009.
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	My employer Sanitary Service Company, Inc. is the tariffed refuse collector for Whatcom County departments, and the recycling collector for those departments in some cases. SSC's solid waste collection permit and activities are overseen by the WA Utilities & Transportation Commission in Olympia.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Bio Sketch: Rodd Pemble March, 2019 Since 1996, Rodd Pemble has been the Recycling Manager for Sanitary Service Company, Inc. (SSC) in Bellingham, WA., managing recycling programs for over 45,000 residential, commercial, and institutional customers. Rodd has developed new SSC programs for yard waste, construction materials, plastic film, food waste and food-soiled paper, and electronics. SSC's award-winning Food To Flowers! school composting program now serves an estimated 25,000 students daily from kindergarden through university level. Rodd has presented at numerous state, regional, and national conferences on a variety of waste reduction and recycling topics. Rodd worked at ReSources For Sustainable Communities from 1991-96 as a classroom educator, and then as the RE Sources director of the Commercial Waste Evaluation Service, on a contract with Whatcom County. Over five years, Rodd provided on site technical assistance in waste prevention, reuse, and recycling to several thousand local businesses, government agencies, and public institutions including the City of Bellingham, Whatcom County, Western WA University, Bellingham Technical College, Whatcom Community College, and most school districts and private schools in Whatcom County. He has served on the Board of Trustees of the WA State Refuse & Recycling Association (WRRRA) since 2009, where he is currently Chair of the Government Affairs Committee. Rodd was the chair of the Built Green Board of the Building Industry Association of Whatcom County from 2012-14. Since 2009 Rodd has been the chair of the Green Team for the annual Ski To Sea Festival. He served as a founding member of the board of the Sustainable Recreation Association. In 2014, he joined the board of directors of ReSources for Sustainable Communities, where he serves as Secretary, and on the Executive Committee. He served from 2003-2009 on the Whatcom County Solid Waste Advisory Committee. Rodd is a graduate of The Evergreen State College (BA, 1983), the University of Tennessee - Knoxville (1986, Secondary Teaching Certificate) and the University of Tennessee - Chattanooga (1989, MS Science Education). He has been active in local community affairs, volunteering on all of the Bellingham Greenways campaigns, and continues today as a volunteer trail builder with the Whatcom Mountain Bike Coalition. He served as president of the Birchwood

Neighborhood Association from 1996-2002, as well as being a founding member of the board of the Oeser Cedar Clean-up Coalition during the Superfund process on that Birchwood Neighborhood site, and continues to participate in neighborhood affairs. Rodd is an avid road and mountain biker, bicycling to work daily for 23 years, and served on the board of the Mt Baker Bicycle Club for several years. He has been married 33 years to his wife Janie (Outreach Director, Interfaith Coalition) and lives in the Bellingham with his two daughters. He enjoys camping, hiking, and playing guitar with friends and family.

10. Please describe why you're interested in serving on this board or commission

I have dedicated most of my adult life to bettering the recycling and waste collection system in Whatcom County, serving as Recycling Manager at SSC since 1996, and five years before than providing business waste technical assistance through ReSources and a County RFP. I have a wealth of solid waste related experience to offer the committee and community.

References (please include daytime telephone number):

Chris Phillips, Peace Health Foundation, 360-223-9045
 Jeff McClure, RMC Architects, 360-676-7733
 Jeff Hegedus, Whatcom County Health Department, 360-676-6724

Signature of applicant:

Rodd Pemble

Place Signed / Submitted

Bellingham, WA

(Section Break)

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-235

File ID: AB2019-235 **Version:** 2 **Status:** Introduced
File Created: 04/11/2019 **Entered by:** NHanson@co.whatcom.wa.us
Department: Council Office **File Type:** Current Year Council Appointment
First Assigned to: Council
Agenda Date: 05/07/2019 **Next Mtg. Date:** **Hearing Date:**

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

TITLE FOR AGENDA ITEM:

Appointment to the Wildlife Advisory Committee, applicant: Trevor Delgado (committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Wildlife Advisory Committee has one vacancy. Applicant: Trevor Delgado. The committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/23/2019	Council	INTRODUCED	Council

Attachments: Delgado application

Final Action:
Enactment Date:
Enactment #:

NaDean Hanson

From: noreply@civicplus.com
Sent: Tuesday, April 09, 2019 3:40 PM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Trevor
Last Name	Delgado
Today's Date	4/9/2019
Street Address	2590 Sulwhanon
City	Everson
Zip	98247
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-927-6622
Secondary Telephone	Field not completed.
Email Address	tdelgado@nooksack-nsn.gov

Step 2

1. Name of Board or Committee	Wildlife Advisory Committee
Wildlife Advisory Committee (WAC) Position:	I am a tribal representative.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	<i>Field not completed.</i>
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your	I am the Nooksack tribes Tribal historic preservation officer,

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

who is also is the Wildlife policy representative for the Nooksack tribe.

10. Please describe why you're interested in serving on this board or commission

I am now serving as the Nooksack Tribes Wildlife management Policy representative. I am interested in in wildlife management in Whatcom county.

References (please include daytime telephone number):

George Swanaset Jr, 360-305-9126

Signature of applicant:

Trevor Delgado

Place Signed / Submitted

Deming, WA

(Section Break)

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Whatcom County

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

Agenda Bill Master Report

File Number: **AB2019-240**

File ID:	AB2019-240	Version:	2	Status:	Introduced
File Created:	04/12/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Appointment to the Surface Mining Advisory Committee, representing Forestry, applicant: Aubrey Stargell (committee advises the Whatcom County Planning and Development services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive Plan)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Surface Mining Advisory Committee has six vacancies: Applicant: Aubrey Stargell applying for the Forestry position.

Other Vacancies: 1 Vacancy - Applicant must be a civil or geo-technical engineer with no direct or indirect financial business ties to the industry. 1 Vacancy - Applicant must be a surface mining material user. 1 Vacancy - Applicant must be a Geologist. 1 Vacancy - Applicant must be a citizen who lives in close proximity to active mining or mineral overlay areas. 1 Vacancy representing Agriculture.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/23/2019	Council	INTRODUCED	Council

Attachments: Stargell application

Surface Mining Advisory Committee - Forestry position



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Aubrey Stargell Date: 4-12-19
Street Address: 7640 Bear Ridge Way
City: Maple Falls Zip Code: 98266
Mailing Address (if different from street address): _____
Day Telephone: 360 815-5457 Evening Telephone: _____ Cell Phone: _____
E-mail address: astargella@greatwesternlumber.net

- Name of board or committee-**please see reverse**: Surface Mining Advisory Committee
- You must specify which position you are applying for. **Please refer to vacancy list.** Forestry
- Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? **(If applicable, please refer to vacancy list.)** yes () no
- Which Council district do you live in? () One () Two Three () Four () Five
- Are you a US citizen? yes () no
- Are you registered to vote in Whatcom County? yes () no
- Have you ever been a member of this Board/Commission? yes () no
If yes, dates: 2010 thru 2011

- Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? yes () no
If yes, please explain: Log Buyer, Great Western Lumber. Purchase logs from Whatcom Co
- Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? occasionally. () yes () no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
Forester, Log Buyer, Certified Arborist Great Western Lumber
Former member Shoreline & Critical Areas CAC
Current EDI Board Member

11. Please describe why you're interested in serving on this board or commission: was asked to serve by former member

References (please include daytime telephone number): Chris Secrist 360 708-9728
Gandy Iverson 360 220-3366

Signature of applicant: Aubrey Stargell

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

RECEIVED

APR 12 2019

WHATCOM COUNTY COUNCIL



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2019-242**

File ID:	AB2019-242	Version:	2	Status:	Introduced
File Created:	04/15/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Appointment to fill one vacancy on the Business and Commerce Advisory Committee, representing for-profit, applicants: Mr. Dana Weber, Ms. Valeri Wade, and Sarah Rothenbuhler (no two appointed members may represent or be employed by the same company or organization)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

There are two vacancies on the Business and Commerce Advisory Board. One vacancy representing for-profit entity in the Health Care Industry and one vacancy representing for-profit entities in any industry. No two appointed members may represent or be employed by the same company or organization. Applicants: Mr. Dana Weber, Ms. Valeri Wade, and Sarah Rothenbuhler - applicants are applying for the one for-profit vacancy.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/23/2019	Council	INTRODUCED	Council

Attachments: Mr. Dana Weber application, Ms. Valeri Wade, Sarah Rothenbuhler

Final Action:
Enactment Date:
Enactment #:

NaDean Hanson

*Business & Commerce Advisory
Committee
For Profit - Retail*

From: noreply@civicplus.com
Sent: Friday, April 12, 2019 3:22 PM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Dana
Last Name	Weber
Today's Date	4/12/2019
Street Address	1660 SAPPHIRE TRAIL
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	2066612765
Secondary Telephone	3606767700
Email Address	<u>dweber@bwairporthotel.com</u>

Step 2

1. Name of Board or Committee	Business and Commerce Advisory Committee
Business and Commerce Advisory Committee Position:	Retail
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<u>Resume Dana Weber.docx</u>
9. Please describe your	I am the General Manager at the Best Western Plus

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Bellingham Airport Hotel and have been in the lodging industry in Bellingham since 2006. I'm dedicated to Bellingham and I want to see this city and Whatcom County flourish. With our expanding lodging industry, what business is coming into Bellingham and Whatcom County highly interests and intrigues me. I'm heavily involved in multiple county and chamber organizations including being the Chair of the Whatcom Young Professionals and feel this would be a great fit.

10. Please describe why you're interested in serving on this board or commission

I want to see this county grow. Too many of our young professionals leave for Seattle or other big cities, and we need to find a way to keep them here!

References (please include daytime telephone number):

Guy Occhiogrosso, Bellingham Whatcom County Chamber President, 360-510-7563

Signature of applicant:

Dana Weber

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Best Western Plus, Executive Inn Seattle, WA Sep 2011 – Mar 2012
Assistant General Manager Clise Hotels

- Full Service hotel with 121 rooms, 1 restaurant and 6,000 sq. ft. of function space
- Responsible for rooms & food and beverage departments - 35 total employees
- Raised hotel ranking on TripAdvisor from #62 to #31 in less than 6 months
- Laid off when company condensed Seattle area properties

Best Western Plus, Lakeway Inn & Conference Center Bellingham, WA Jan 2006 – Sep 2011
Providence Hospitality Partners

Rooms Division Manager/Revenue Manager
Mar 2010 – Sep 2011

Front Office Manager/Revenue Manager Jan 2006 – Mar 2010

- Full service hotel with 132 rooms, 2 restaurants and 11,000 sq. ft. of function space

Silver Cloud Hotels Seattle, WA Apr 2001 – Jun 2005

Silver Cloud Broadway, Seattle, WA Sep 2003 – Jun 2005

Front Office Manager

- Full service hotel with 179 rooms and restaurant
- Part of preopening team – hotel opened December 2003
- Oversight of 15 employees
- Responsible for revenue management

Silver Cloud University District, Seattle, WA Apr 2001 – Sep 2003

Front Desk Agent & Supervisor

COMMITTEES

- Chair of Whatcom Young Professionals Advisory Council (2017-2020)
- Whatcom County Tourism Board Member (2018-2021)
- Executive Committee on Bellingham/Whatcom County Lodging Association (2019)
- Whatcom County LTAC Board Committee Member (2018-2019)
- Whatcom Community College Hospitality Program Advisory Committee Member (2017-2019)

OTHER

- Knowledge with multiple Property Management Systems including NOVA PLUS – MSI, FOSSE, RDP, Infinity, Galaxy Lightspeed, Opera by Oracle
- Certified Starwood Starguest Champion
- Class 12/13 Liquor License
- Food Handlers Permit
- Level 1 GM Certification through Best Western International

For-Profit

From: noreply@civicplus.com
Sent: Saturday, April 27, 2019 11:56 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
First Name	Valeri
Last Name	Wade
Today's Date	4/27/2019
Street Address	2814 Nequalicum Ave
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3605105062
Secondary Telephone	3607340969
Email Address	art@valeriwade.com

Step 2

1. Name of Board or Committee	Business and Commerce Advisory Committee
Business and Commerce Advisory Committee Position:	Retail
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your	Recently elected board member Whatcom Conservation

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

District; Owner/Manager Wild Bird Chalet for thirteen years (to present); Manager at 4th Corner Nurseries for nine years; BA in environmental education from WWU; US Army veteran; 2nd Degree black belt in Aikido

10. Please describe why you're interested in serving on this board or commission

I'd like to be a voice for small/micro business, as well as female owned and operated ones. A business needs to remain profitable while having a focus on community enrichment and being a good steward to our shared environment.

References (please include daytime telephone number):

Available upon request.

Signature of applicant:

Valeri Wade

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

NaDean Hanson

*Business & Commerce Advisory
Committee
For Profit*

From: noreply@civicplus.com
Sent: Tuesday, April 30, 2019 9:45 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Field not completed.
First Name	sarah
Last Name	rothenbuhler
Today's Date	4/30/2019
Street Address	PO Box 30918
City	Bellingham
Zip	98228
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3608156241
Secondary Telephone	Field not completed.
Email Address	sarahd@birchequipment.com

Step 2

1. Name of Board or Committee	Business and Commerce Advisory Committee
Business and Commerce Advisory Committee Position:	I represent a for-profit business.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I own Birch Equipment Co Inc. We are headquartered in Whatcom County and rent/sell construction and maintenance equipment to businesses, government agencies and home owners in Washington State and Alaska.
You may attach a resume or detailed summary of	SDR Resume.pdf

experience, qualifications,
& interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Please see attached resume
---	----------------------------

10. Please describe why you're interested in serving on this board or commission	Whatcom County is my home. I am a 5th generation Whatcom County resident; personally and professionally invested and dedicated to the overall health and balance of Whatcom County.
--	---

References (please include daytime telephone number):	<i>Field not completed.</i>
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Signature of applicant:	Sarah Rothenbuhler
-------------------------	--------------------

Place Signed / Submitted	bellingham, Washington
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(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Sarah Rothenbuhler

Whatcom County & Bellingham resident, property owner & registered voter

Professional Summary

Experienced Chief Executive Officer with demonstrated history of working in construction history. Skilled in negotiation, budgeting, business planning, operations management and contracting. Strong entrepreneurial professional with a Bachelor of Applied Science degrees in English and Communications from University of Colorado, Boulder

Owner, CEO Birch Equipment Rental & Sales

Washington, Alaska

1995 to Present

Leads manages strategic positioning, purchasing, projections, financial, employee development, marketing, customer and community outreach

Owner Manager Various LLC's

Washington, Alaska

2016 to Present

Development and maintenance of commercial properties

Logistics Manager, US staffing, equipment, food mobilization

Magadan-Nikierrren Joint Venture

Russian Far East

1993 to 1995

Intern & Entry Level PR

Seattle Seahawks

Kirkland, Washington

1992 to 1994

Sports Information Assistant/Intern

University Colorado Boulder

Boulder, Colorado

1988 to 1991

Laborer, Mechanic Assistant, Operator

Construction Sites Washington, Alaska

1982 to 1990

Professional Accolades

Washington State top 100 Best Places to Work (shhh- being announced this summer)

Whatcom County Best Place to Work 2018

Diverse Business of the Year Associated General Contractors of Washington 2018

Largest Woman Owned Business Washington State – Multiple Years to Present

Largest 100 Businesses in Whatcom County – Multiple Years to Present

40 Under 40

Community Support

Birch Golf Classic

Developer & Manager

2018 to Present

On track to gross over \$300k annually for organizations helping homeless & victims of human trafficking to transition off the streets and on to better pathways

Hospice Pro Am

Developer & Manager

2015 to 2018

Raised over \$100k annually for Whatcom County Hospice Foundation

Annual Endowment Scholarships

Bellingham Technical College

2 additional endowments to be in place by 2020

Ongoing Community Support

Birch Equipment has donated over \$2 million dollars to the communities Birch crews work and reside in. This began in the mid-90's even while Birch was on the verge on bankruptcy. Birch continues to donate \$300k annually for community support

Teachers Helper, Coaching Assistant

Bellingham Public School System

2006 to Present

Board, Community Affiliations

Whatcom Hospice Foundation

1999? To Present

Whatcom Business Alliance

2016? To Present

Bellingham Bay Rotary

1999? to Present

PeaceHealth St Joseph Medical Center Foundation

Education

Leadership Edge

Woodinville, Washington

Professional / Personal development & research

2017 to Present

University of Washington

Foster School of Business

Seattle, Washington

Executive Development Program

2013

University of Colorado

Boulder, Colorado

BofA English, Communications

1986 to 1991



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-249

File ID: AB2019-249	Version: 1	Status: Agenda Ready
File Created: 04/17/2019	Entered by: TAxlund@co.whatcom.wa.us	
Department: Health Department	File Type: Ordinance	
First Assigned to: Council		
Agenda Date: 05/07/2019	Next Mtg. Date:	Hearing Date:

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts amendments to Whatcom County Code Title 24.01.051, Health Department Advisory Board Created, including:

- a focus on increased board diversity
- reconfiguring community segment representation
- increasing the number of positions on the board
- reducing term length and clarifying term limits
- updating language and structure to reflect current practices and language

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Exhibit A Clean Version, Revised Draft Markup Version, Ord. Amending WCC 24.01.051 PHAB

Final Action:
Enactment Date:
Enactment #:

24.01.051 Health department advisory board created.

A. The county health department advisory board, referred to in this chapter as the “public health advisory board,” is created and shall serve in an advisory capacity to the Health Board and the health department director in the following areas:

1. Recommend public health policies;
2. Recommend public health priorities;
3. Provide community forums/hearings as assigned by the Health Board;
4. Establish community task forces as assigned by the Health Board;
5. Review and make recommendations for annual budget and fees;
6. Present annual report to the Health Board.

B. The public health advisory board shall consist of at least nine and not more than thirteen members who are residents of the county.

1. Members shall be appointed by the executive, subject to confirmation by a majority of the county council, except that one member of the Health Board shall be appointed by the county council.
2. The term of office for the members appointed by the executive shall be three years; except, that four terms shall remain staggered. In accordance with WCC 2.03.030 a member may be appointed to serve up to two consecutive full terms, regardless of whether that member has served a first term of less than a full term. No board, commission or committee member shall serve more than two consecutive full terms; however, after serving two consecutive full terms a member may become eligible for reappointment to a board, commission or committee after a one-year period of separation from the respective board, commission or committee on which he or she has previously served.
3. The term of office for the member appointed by the county council shall be for one year, from the time of the council’s reorganization meeting in January to the next such meeting the following year.
4. The public health advisory board shall be broadly representative of the character of the county. Board diversity is valued. Membership preference shall be given to tribal, racial, ethnic, and other minorities. The board shall consist of a balance of persons with expertise, career experience, and consumer experience in areas impacting public health and with populations served by the health department. The public health advisory board’s composition shall include at least one member in the each following areas of expertise/experience:
 - Health Care Access and Quality (Health Care System, Mental Health, Substance Abuse, Physician or other Health Care Provider, Health Insurance)
 - Physical Environment (Built Environment: Transportation, Parks; Natural Environment: Air, Water, Food)

- Social and Economic (Housing, Basic Needs, Education, Employment)
- Business and Philanthropy (Large/Small Business, Charitable Foundations)
- Communities that experience health inequities (Tribal, Hispanic, Immigrant, People with Disabilities or Special Health Needs, Seniors)
- Government (City of Bellingham, Small City/Rural)
- Tribal Community Member/Tribal Government Representation
- Community member with lived experience in any of the areas listed above.

C. At its initial meeting, or as soon thereafter as practical, the public health advisory board may elect officers, adopt bylaws and such rules and regulations of procedure as are necessary for the conduct of its business. Meetings of the public health advisory board shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW et seq. (Ord. 2004-004; Ord. 99-025; Ord. 93-024; Ord. 91-040 (part)).

24.01.051 Health department advisory board created.

A. The county health department advisory board, referred to in this chapter as the “public health advisory board,” is created and shall serve in an advisory capacity to the ~~board of health~~Health Board ~~and the health department director~~ in the following areas:

- ~~1. Advisory capacity to the board of health;~~
- ~~2. Advisory capacity to the health department director;~~
- ~~3~~1.- Recommend public health ~~and program~~ policies;
- ~~2~~2. Recommend public health priorities;
- ~~4~~3. Provide community forums/hearings as assigned by the ~~board of health~~Health Board;
- ~~6~~4. Establish community task forces as assigned by the board of healthHealth Board;
5. Review and make recommendations for annual budget and fees;
- ~~6~~5. ~~Establish community task forces as assigned by the board of health;~~
- ~~6~~7. Present annual report to the ~~board of health~~Health Board.

B. ~~4~~4.- The public health advisory board shall consist of at least nine and not more than thirteen ~~nine~~ members who are residents of the county.

- ~~1~~1. ~~Eight m~~Members shall be appointed by the executive, subject to confirmation by a majority of the county council, ~~;~~ ~~and except that one member shall be of the board of health~~Health Board shall be appointed by the county council.
- ~~2~~2. The term of office for the members appointed by the executive shall be ~~four~~three years; except, that four terms shall remain staggered. In accordance with WCC 2.03.030 a member may be appointed to serve up to two consecutive full terms, regardless of whether that member has served a first term of less than a full term. No board, commission or committee member shall serve more than two consecutive full terms; however, after serving two consecutive full terms a member may become eligible for reappointment to a board, commission or committee after a one-year period of separation from the respective board, commission or committee on which he or she has previously served.
- ~~3~~3. The term of office for the member appointed by the county council shall be for one year, from the time of the council’s reorganization meeting in January to the next such meeting the following year.
- ~~4~~4. The public health advisory board shall be broadly representative of the ~~demographic~~ character of the county. Board diversity is valued. Membership preference shall be given to tribal, racial, ethnic, and other minorities. The board shall ~~and~~ consist of a balance of persons ~~who are representative of consumers and professionals with expertise, career experience, and consumer experience in the various areas impacting public health programs and with populations underserved by~~ the health department ’s jurisdiction, including administration/fiscal, nursing, and environmental health.

~~However, the public health advisory board's composition shall also be comprised of the following areas of expertise/experience: The public health advisory board's composition shall include at least one member in the each following areas with of expertise/experience in the each following areas:~~

- ~~1. One member from the board of health;~~
- ~~2. One member from natural sciences;~~
- ~~3. One physician;~~
- ~~4. One member from business/industry;~~
- ~~5. One tribal member or a representative from an ethnic minority;~~
- ~~6. One member from education;~~
- ~~7. Two members from, but not limited to, the areas of administration/fiscal, nursing, or hospital affiliation;~~
- ~~8. One citizen-at-large member.~~
 - ~~• Health Care Access and Quality (Health Care System, Mental Health, Substance Abuse, Physician or other Health Care Provider, Health Insurance)~~
 - ~~• Physical Environment (Built Environment: Transportation, Parks; Natural Environment: Air, Water, Food)~~
 - ~~• Social and Economic (Housing, Basic Needs, Education, Employment)~~
 - ~~• Business and Philanthropy (Large/Small Business, Charitable Foundations)~~
 - ~~• Communities that experience health inequities (Tribal, Hispanic, Immigrant, People with Disabilities or Special Health Needs, Seniors)~~
 - ~~• Government (City of Bellingham, Small City/Rural)~~
 - ~~• Tribal Community Member/Tribal Government Representation~~
 - ~~• Community member with lived experience in any of the areas listed above.~~

C. At its initial meeting, or as soon thereafter as practical, the public health advisory board may elect officers, adopt bylaws and such rules and regulations of procedure as are necessary for the conduct of its business. Meetings of the public health advisory board shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW et seq. (Ord. 2004-004; Ord. 99-025; Ord. 93-024; Ord. 91-040 (part)).

ORDINANCE NO. _____
**AMENDING WHATCOM COUNTY CODE TO RESTRUCTURE THE PUBLIC HEALTH
ADVISORY BOARD**

WHEREAS: The Public Health Advisory Board (PHAB) was established by ordinance in 1993 to advise the Health Board and the department on matters related to community needs and public health services; and

WHEREAS: The needs of the community and the services provided by the Health Department have changed over the years; and

WHEREAS: The Health Board and the Public Health Advisory Board (PHAB) explored the current role of the PHAB at a joint meeting on July 17, 2018; and

WHEREAS: As a result of the July 2018 joint meeting the Health Board directed the PHAB and staff to propose changes to Whatcom County Code (WCC) 24.01.051 to better reflect the current advisory needs of the health department and Health Board; and

WHEREAS: The PHAB met on November 1, 2018, and February 7, 2019, to discuss necessary revisions to WCC 24.01.051; and

WHEREAS: The PHAB determined that it would be beneficial to revise WCC 24.01.051 to include a focus on increased board diversity, reconfigure community segment representation, increase the number of positions on the board, reduce term length, clarify term limits, and update language and structure to reflect current practices and language; and

WHEREAS: These proposed changes to WCC 24.01.051 provide for greater flexibility in board membership and better describe the expertise now required for advising the department and the Health Board; and

WHEREAS: The Health Board discussed the draft revisions to WCC 24.01.051 at the April 2, 2019 Health Board meeting and directed that an ordinance be prepared amending WCC 24.01.051.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Health Board WCC 24.01.051 be amended as described in Attachment A.

ADOPTED this ____ day of _____, 20____.

ATTEST:

WHATCOM COUNTY HEALTH BOARD
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Health Board Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

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: **AB2019-263**

File ID:	AB2019-263	Version:	1	Status:	Agenda Ready
File Created:	04/24/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 7, in the amount of \$907,787

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #7 requests funding from the General Fund:

1. To appropriate \$373,500 in Sheriff to fund purchase of salt water patrol boat
2. To appropriate \$410,000 in Sheriff to fund FY18 Operation Stonegarden program from grant proceeds
3. To appropriate \$7,731 in Non Departmental to fund increase in Whatcom Humane Society animal control contract
4. To appropriate \$1,200 in Non Departmental to fund increase in What-Comm E911 2018-2019 grant program

From the Veteran's Relief Fund:

5. To appropriate \$20,000 to partially fund Disabled American Veteran's van purchase

From the Behavioral Health Programs Fund:

6. To appropriate \$41,000 in Health to fund the GRACE Program from 2018 PeaceHealth grant proceeds

Public Utilities Improvement (EDI) Fund:

7. To appropriate \$54,356 to fund additional support for the Public Safety Radio System project

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Ord amend budget #7

Final Action:
Enactment Date:
Enactment #:

**ORDINANCE NO.
AMENDMENT NO. 7 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			
Sheriff	783,500	(715,125)	68,375
Non Departmental	8,931	(1,200)	7,731
Total General Fund	792,431	(716,325)	76,106
Veteran's Relief Fund	20,000	-	20,000
Behavioral Health Programs Fund	41,000	(41,000)	-
Public Utilities Improvement (EDI) Fund	54,356	-	54,356
Total Supplemental	907,787	(757,325)	150,462

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. 7				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff	To fund purchase of salt water patrol boat.	373,500	(305,125)	68,375
Sheriff	To fund FY18 Operation Stonegarden program from grant proceeds.	410,000	(410,000)	-
Non Departmental	To fund increase in Whatcom Humane Society animal control contract.	7,731	-	7,731
Non Departmental	To fund increase in What-Comm E911 2018-2019 grant program.	1,200	(1,200)	-
Total General Fund		792,431	(716,325)	76,106
Veteran's Relief Fund	To partially fund Disabled American Veteran's van purchase.	20,000	-	20,000
Behavioral Health Programs Fund - Health	To fund the GRACE Program from 2018 PeaceHealth grant proceeds.	41,000	(41,000)	-
Public Utilities Improvement (EDI) Fund	To fund additional support for the Public Safety Radio System project.	54,356	-	54,356
Total Supplemental		907,787	(757,325)	150,462

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2726

Fund 1

Cost Center 1003518002

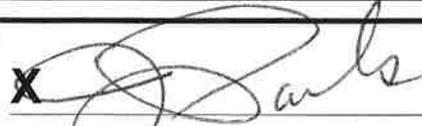
Originator: Dawn Pierce

Year 1 2019

Add'l FTE

Priority 1

Name of Request: Purchase Sheriff's Office Salt Water Patrol Boat

	<p style="font-size: 1.5em; margin: 0;">4-12-19</p>
Department Head Signature (Required on Hard Copy Submission)	Date

Costs:	Object	Object Description	Amount Requested
	4331.8710	DHS Port Security Grant	(\$280,125)
	4367.1000	Donations	(\$25,000)
	7410	Equipment-Capital Outlay	\$373,500
	Request Total		\$68,375

1a. Description of request:

The Whatcom County Sheriff's Office received a federal award from the U.S. Department of Homeland Security (DHS) FY2018 Port Security Grant Program (PSGP) to purchase a new salt water patrol vessel (Whatcom County Contract No. 201810019).

1b. Primary customers:

Sheriff's Office and Whatcom County citizens

2. Problem to be solved:

The Whatcom County Sheriff's Office is currently the only local law enforcement agency in Whatcom County with an approved boating safety program responsible for marine law enforcement and emergency responses on the waterways within the boundaries of Whatcom County. The areas of responsibility include all of the lakes and rivers in Whatcom County along with approximately 700 square miles of salt water in the Straits of Georgia. The Sheriff's Office currently has four marine vessels, none of which are suitable for year round operation on the salt water.

In addition, Point Roberts, being a remote area of Whatcom County, presents unique challenges for law enforcement. Individuals arrested in Point Roberts must be transported to Bellingham by boat or by plane; they cannot be transported by ground through Canada. In the past, the Sheriff's Office has relied on the U.S. Coast Guard to provide prisoner transport from Point Roberts. More recently, however, the Coast Guard is being tasked with other missions, limiting their ability to assist the Sheriff's Office with transport.

3a. Options / Advantages:

The FY2018 Port Security Grant was awarded specifically to purchase the proposed vessel; these funds may not be used for any other purpose.

3b. Cost savings:

Federal grant of \$280,125 and private donation of \$25,000 will provide cost savings of \$305,125 toward purchase of the new boat.

4a. Outcomes:

The Sheriff's Office will procure a patrol vessel suitable for year round operation on salt water and dedicated to the north Puget Sound (Straits of Georgia). This boat will enhance our maritime domain awareness; improve proactive patrols through recreational boating enforcement and Stonegarden operations; enable the Sheriff's Office to respond to Point Roberts and transport arrestees to Bellingham; and expand our ability to respond to emergencies in the Straits of Georgia.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2726

Fund 1

Cost Center 1003518002

Originator: Dawn Pierce

This boat will be available 24/7 and will enhance Whatcom County's ability to respond rapidly to natural or unnatural disasters on our waterways including security threats and events at the area refineries, cruise terminal, and other regulated maritime transportation facilities in and around the Port of Bellingham. The boat will be equipped with law enforcement emergency equipment for detection of radiological, chemical, and nuclear devices in the waterways of Whatcom County. This vessel will provide a platform for Whatcom County Sheriff's Office assets and personnel to be deployed under all maritime security conditions to assist in countering threats and maintaining a viable marine transportation system.

4b. Measures:

5a. Other Departments/Agencies:

In accordance with Whatcom County Code and Whatcom County Purchasing Policies, the Sheriff's Office will coordinate with Administrative Service Finance on formal bid procedures and with the offices of County Executive and County Council for approval of this capital purchase.

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

6. Funding Source:

The estimated cost of the vessel is \$373,500. The federal Port Security grant will fund \$280,125 (75% of estimated cost) with 25% required local match of \$93,375. The local share will be funded through private donations and Vessel Registration Fees (VRF). In accordance with state law, funds in the VRF Reserve Account are dedicated solely for the operation and capital needs of the jurisdiction's approved boating safety program. Funds needed from the VRF Reserve Account will be reduced if additional private donations are received.

Funding Summary:

\$280,125 U.S. Dept of Homeland Security FY2018 Port Security Grant Program, CFDA 97.056

\$ 25,000 Phillips66 donation

\$ 68,375 General Fund: Vessel Registration Fee (VRF) Reserve Account

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2727

Fund 1

Cost Center 1003519003

Originator: Jacque Korn

Year 1 2019

Add'l FTE

Priority 1

Name of Request: FY18 Operation Stonegarden - 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

4-23-19

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$410,000)-
	6140	Overtime	\$73,539
	6210	Retirement	\$3,993
	6230	Social Security	\$5,626
	6259	Worker's Comp-Interfund	\$1,947
	6269	Unemployment-Interfund	\$95
	6410	Fuel	\$1,000
	6510	Tools & Equip	\$54,000
	6790	Travel-Other	\$9,894
	7220	Intergov Subsidies	\$259,906
	Request Total		\$0

1a. Description of request:

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awarded \$410,000 to Whatcom County for FY18 Operation Stonegarden (OPSG) Grant Program to enhance cooperation and coordination among local, tribal, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States (W.C. Contract # 201904015). The Sheriff's Office and other law enforcement agencies in the area will use OPSG funding to provide enhanced patrols to increase law enforcement presence in maritime and land border areas of Whatcom County targeting illicit activity, specifically cross border human trafficking, smuggling, weapons, currency and narcotics.

The total award is \$410,000 with \$150,094 allocated to the Sheriff's Office and \$259,906 allocated to other law enforcement agencies (sub-recipients). The Sheriff's Office allocation includes \$54,000 to purchase mobile data terminals which will provide prompt and accurate intelligence and background information essential to Stonegarden operations.

State and Local law enforcement agencies are not empowered to enhance immigration laws under the OPSG program.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY18 funds in 2019.

3a. Options / Advantages:

OPSG funds are awarded specifically for projects that improve border security.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2727

Fund 1

Cost Center 1003519003

Originator: Jacque Korn

3b. Cost savings:

The total award is \$410,000; \$150,094 to the Whatcom County Sheriff's Office and \$259,906 to other law enforcement agencies (sub-recipients).

4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines. Daily Activity Reports will be completed and sent to the Homeland Security Information Network. Equipment will be purchased to enhance law enforcement efforts in support of border security.

4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

Whatcom County agencies participating in FY18 OPSG are: U.S. Border Patrol Blaine Sector, Whatcom County Sheriff's Office, Washington Department of Fish & Wildlife, the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments, and the Lummi Nation.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

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

The following individuals will coordinate project within their jurisdictions: Special Operations Supervisor Molly Pacheco, Patrol - Blaine's Sector; Undersheriff Jeff Parks, Whatcom County Sheriff's Office; Sgt. Russ Mullins, WA Department of Fish & Wildlife; Lieutenant Ryan King, Blaine PD; Chief Dan MacPhee, Everson PD; Chief Kevin Turner, Ferndale PD; Chief John Billester, Lynden PD; Chief Daniel DeBruin, Sumas PD; and Chief Ralph Long, Lummi Nation PD.

6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2018 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2734 Fund 1 Cost Center 4300 Originator: T. Helms

Year 1 2019 Add'l FTE Priority 1

Name of Request: *Whatcom Humane Society contractual increase*

X

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

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$7,731
	Request Total		\$7,731

1a. Description of request:

Whatcom County has entered into a 1 year agreement with the Whatcom Humane Society and has agreed to a 3% increase. This budget supplemental includes the amount of that increase.

1b. Primary customers:

Whatcom County citizens.

2. Problem to be solved:

This budget supplement covers an annual 3% increase that has not been afforded for many years.

3a. Options / Advantages:

While negotiating a new agreement, the County, in good faith, agreed to a 3% increase over the 2018 contract amount knowing that it had not been budgeted for 2019, and that the last increase was several years ago.

3b. Cost savings:

Whatcom County contracts for animal control and shelter services because the cost for the county to perform those services would be considerably higher.

4a. Outcomes:

The Whatcom Humane Society will provide animal control and shelter services.

4b. Measures:

Quarterly reports are provided from the contractor which include animal statistics for the County.

5a. Other Departments/Agencies:

The contractor works closely with the Sheriff's Office and the Prosecuting Attorney's Office with regard to animal enforcement issues.

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

Sheriff Elfo
Prosecuting Attorney, Eric Richey

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 2728

Fund 1

Cost Center 4287

Originator: Suzanne Mildner

Year 1 2019

Add'l FTE

Priority 1

Name of Request: What-Comm E911 Grant 2018-19

X

Department Head Signature (Required on Hard Copy Submission)

Date

4.22.19

Costs:	Object	Object Description	Amount Requested
	4334.0182	State Enhanced 911 Funds	(\$1,200)
	7220	Intergov Subsidies	\$1,200
	Request Total		\$0

1a. Description of request:

This is an annual state-funded pass-through grant from the Washington State Military Department to reimburse the What-Comm Communications Center for eligible operating expenditures. Additional state funding has become available, so a supplement to the grant budget is necessary.

1b. Primary customers:

City of Bellingham, What-Comm Communications Center

2. Problem to be solved:

What-Comm is able to access this State Military Department funding by pass-through from the local county government. An amendment to the current subrecipient agreement with City of Bellingham will provide for the increase in funding.

3a. Options / Advantages:

The intergovernmental grant agreement (subrecipient agreement) is a vehicle for accessing this fund source. The acceptance of these additional grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:

N/A

4a. Outcomes:

State subsidies benefit the community by lowering 911 services costs

4b. Measures:

N/A

5a. Other Departments/Agencies:

City of Bellingham

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

Greg Erickson, E911 Coordinator

6. Funding Source:

Washington State Military Department

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2729

Fund 114

Cost Center 114

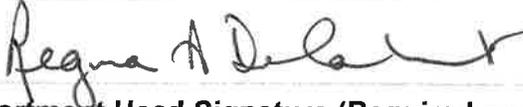
Originator: Kathleen Roy

Year 1 2019

Add'l FTE

Priority 1

Name of Request: *Disabled Americans Van Purchase*

<p>X </p>	<p>4/22/19</p>
<p>Department Head Signature (Required on Hard Copy Submission)</p>	<p>Date</p>

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$20,000
	Request Total		\$20,000

1a. Description of request:

Request expenditure authority to partially fund the purchase of a new Disabled American Veterans' van. The current van has exceeded the mileage allowable by the Veterans Administration for transportation of veterans to the Seattle Veteran's Administration (VA) Hospital and must be replaced. Whatcom County provided partial funding for the current van.

1b. Primary customers:

Whatcom County veterans who are unable to drive themselves to their appointments at the Seattle VA Hospital.

2. Problem to be solved:

The closest VA Hospital is in Seattle. This travel distance places a heavy burden on our aging, disabled and low income veterans in Whatcom County.

3a. Options / Advantages:

Veterans are healthier and happier when they are able to maintain routine and specialty healthcare from the Seattle VA.

3b. Cost savings:

Emergency services contacts by veterans with no healthcare other than the VA will be reduced by having those veterans received regular healthcare at the Seattle VA.

4a. Outcomes:

The ability for veterans to receive timely and appropriate healthcare will lead to improved health and wellness for our local veterans.

4b. Measures:

Performance measures will include number of transportation trips with identified Veterans.

5a. Other Departments/Agencies:

Disabled American Veterans Chapter 19 and the Veterans Administration will cover a portion of the cost of the van purchase and shall be responsible for fuel and maintenance of the van. Disabled American Veterans will oversee the van's schedule.

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

Elizabeth Harmon-Craig, Veterans Specialist, will be responsible for Disabled American Van contract.

6. Funding Source:

The Disabled American Veterans is providing \$17,705 of the purchase price. The Veteran fund balance will provide the remaining \$20,000.00.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2731

Fund 124

Cost Center 124115

Originator: Kathleen Roy

Expenditure Type: One-Time Year 1 2019 Add'l FTE Add'l Space Priority 1

Name of Request: Peace Health - GRACE program 2018 funding

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$41,000)
	6610	Contractual Services	\$33,932
	8351	Operating Transfer Out	\$7,068
	Request Total		\$0

1a. Description of request:

Whatcom County received a \$50,000 grant from Peace Health in 2018 for the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach and case management services to individuals with complex health conditions. The Health Department spent approximately \$9,000 of this funding in 2018 and rolled forward the remaining \$41,000 to be spent in 2019 (along with an additional 2019 \$50,000 grant just received). We are requesting expenditure authority to use the 2018 funds received from Peace Health to support the Whatcom GRACE program this year, in addition to the 2019 funding allocation just approved in Supplemental #5 (Supplemental ID # 2721).

1b. Primary customers:

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:

GRACE participants will reduce their frequency of use of crisis response systems.

4b. Measures:

Reduction in Emergency Department and EMS utilization and jail bookings by GRACE participants.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2731

Fund 124

Cost Center 124115

Originator: Kathleen Roy

5a. Other Departments/Agencies:

None

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

n/a

6. Funding Source:

Peace Health

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2735 Fund 332 Cost Center 332100 Originator: M Caldwell

Expenditure Type: One-Time Year 1 2019 Add'l FTE Add'l Space Priority 1

Name of Request: Additional Transfer to fund Public Safety Radio

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$54,356
	Request Total		\$54,356

1a. Description of request:

Companion supplemental to provide additional EDI funding to total \$515,000 authorized for the Public Safety Radio System project.
Companion to Suppl ID 2733

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

EDI Fund



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-265

File ID: AB2019-265 **Version:** 1 **Status:** Agenda Ready
File Created: 04/24/2019 **Entered by:** MCaldwel@co.whatcom.wa.us
Department: Finance Division **File Type:** Ordinance
First Assigned to: Council
Agenda Date: 05/07/2019 **Next Mtg. Date:** **Hearing Date:**

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$54,356 to be added to the project budget for Fund 377 - Public Safety Radio System Fund

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Ord amend #1

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Executive
INTRODUCTION DATE: 05/07/19

ORDINANCE NO. _____

ORDINANCE AMENDING PUBLIC SAFETY RADIO SYSTEM PROJECT BUDGET (AS ESTABLISHED THROUGH ORDINANCE NO. 2018-073), FIRST REQUEST, IN THE AMOUNT OF \$54,356 FOR A TOTAL PROJECT BUDGET OF \$451,158

WHEREAS, Ordinance No. 2018-073 established the preliminary project budget for the Public Safety Radio System Fund at \$396,802 with funding from the Public Utilities Improvement (EDI) Fund; and

WHEREAS, the 2019-2020 Whatcom County biennial budget approved \$63,842, which is 50% funding of a Radio System Manager position in the Sheriff's Office, with EDI funds; and

WHEREAS, on April 16, 2019 the Economic Development Investment Board approved additional preliminary funding for the project to total \$515,000, to include the project budget plus 50% of the manager position; and

WHEREAS, that decision will provide an additional \$54,356 for the preliminary project budget to address failing and broken communications equipment located on Mount Constitution, Post Point and Lummi Island,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2018-073 is hereby amended by adding \$54,356 of expenditure authority, as described in Exhibit A, to the project budget of \$396,802, for a total amended preliminary project budget of \$451,158.

ADOPTED this ____ day of _____, 2019.

ATTEST:

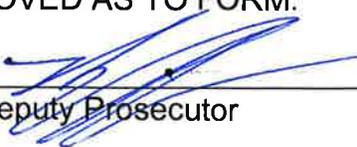
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive
Date: _____

EXHIBIT A

**PUBLIC SAFETY RADIO SYSTEM
Amendment #1**

Account	Description	Current Project Budget	Amendment #1 to Ord. 2018-073	Total Amended Project Budget
Expenditures				
7410	Equipment	\$396,802	\$54,356	\$451,158
		\$396,802	\$54,356	\$451,158
Revenues				
8301.332	EDI (Public Utilities Improvement Fund)	\$396,802	\$54,356	\$451,158
		\$396,802	\$54,356	\$451,158

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2733 Fund 377 Cost Center 377100 Originator: T. Helms

Expenditure Type: One-Time Year 1 2019 Add'l FTE Add'l Space Priority 1

Name of Request: Public Safety Network Project Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$54,356
	8301	Operating Transfer In	(\$54,356)
	Request Total		\$0

1a. Description of request:

The current public safety radio system is outdated, incompatible with regional partners, has failing infrastructure, and has gaps in communications coverage. Through Ordinance 2018-073 the Council approved phase I funding for a multi-year project budget in the amount of \$396,802 and \$63,842 in the EDI budget to fund 50% of the Radio Manager Position.

On April 16, 2019, the Economic Development Investment Board approved funding for the first phase of this project in the amount of \$515,000 funded through EDI. Phase I of the project will address and repair the failing and broken communications equipment located at Mount Constitution, Post Point and Lummi Island. The estimated cost of the repair is \$450,000. The remaining funds will pay for 50% of the costs of a Radio Systems Manager to ensure the repair work is completed and the project is implemented as designed.

This budget supplemental increases the project budget to \$515,000.

1b. Primary customers:

Whatcom County citizens and beyond will be served with a more dependable, reliable and compatible communications system.

2. Problem to be solved:

The project budget is designed to address, repair and implement a new and improved safety radio system.

3a. Options / Advantages:

There are no other viable options. The current system has been in operation since the 80's with minor updates. Whatcom County has performed multiple studies, most recently a System Design Report with Hatfield Dawson that contains a complete system design for the new Public Safety radio system to provide for interoperable communication among all public safety agencies in the local, state, federal and international levels.

3b. Cost savings:

N/A

4a. Outcomes:

The primary objective of the new system design is to provide good radio and interoperability coverage over all portions of the County. Stable radio communications for the Whatcom County Sheriff's Office and EMS from Lummi to Point Roberts using the Hatfield and Dawson 2017 design will be gained.

4b. Measures:

Whatcom County will have a simulcast system which covers all areas of Whatcom County with radio coverage to the extent possible, thereby increasing safety for the public and fire/law enforcement

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2733

Fund 377

Cost Center 377100

Originator: T. Helms

communities.

5a. Other Departments/Agencies:

This project will impact multiple fire districts, the Sheriff's Office and Bellingham Radio Shop at Public Works. In addition to the Sheriff's Office having to reprogram the radios, Fire will also have to reprogram their radios and the Bellingham Radio Shop will be heavily involved with the installation and reprogramming. There may be some departments, special districts, and other agencies who will integrate their radio systems into the new Whatcom County Integrated Public Safety Network and they will need to provide personnel time for meetings and coordination of systems.

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

The Radio System Manager, Sheriff's Office
Bill Hanes, Communications Manager City of Bellingham PW Operations

6. Funding Source:

DEM is in pursuit of State and Federal funding to support this critical multi-year project. Phase I of the project is funded through Economic Development Investment Fund in the amount of \$515,000.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-261

File ID:	AB2019-261	Version:	1	Status:	Agenda Ready
File Created:	04/23/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Receipt of application for the Business and Commerce Advisory Committee, representing Health Care Industry, applicant: Debbie Ahl (committee advises the Whatcom County Council on issues that could impact local businesses, industry, or economic development; application deadline for this vacancy is 10:00 a.m. May 14, 2019)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

There are two vacancies on the Business and Commerce Advicosry Board, one vacancy representing for-profit entity in Health Care and one vacancy representing for-profit entities in any industry. No two appointed members may represent or be employed by the same company or organization. Applicant: Debbie Ahl

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Ms. Debbie Ahl application

Final Action:
Enactment Date:
Enactment #:

From: noreply@civicplus.com
Sent: Sunday, April 21, 2019 10:11 PM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
First Name	Debbie
Last Name	Ahl
Today's Date	4/21/2019
Street Address	49 Strawberry Pt
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360.393.2599
Secondary Telephone	360.734.7556
Email Address	d.ahl@edgewateradvising.com

Step 2

1. Name of Board or Committee	Business and Commerce Advisory Committee
Business and Commerce Advisory Committee Position:	Health Care Industry
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Debbie Ahl Bio - 2019 Edgewater.pdf
9. Please describe your	President & CEO of Sterling Health Plans; President & CEO of

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Olympic Health Management Companies; Senior Advisor, ADVault, Inc., Member, America's Health Insurance Plans Board of Directors; Chair, BTC, Board of Trustees, Chair, NW Innovation Resource Center, Compass Health Board, WWU CBE Advisory Board, Rotary Club of Bellingham.
Undergraduate, Communications; MBA, Healthcare Management

10. Please describe why you're interested in serving on this board or commission

My background spans 10 years in healthcare provider industry (hospital administration); 20 years in health plan management including 10 as CEO. Business cannot live outside the health of their community; the health of the community drives business sustainability. Educational pathways, economic development and population health are inextricably connected. I have had the opportunity to lead a great company to \$1.3 billion in revenue here in Whatcom County; I now focus on supporting other businesses to do the same while contributing to the health of the community.

References (please include daytime telephone number):

Richard Ravin, Ret. Chairman & CEO of Combined Insurance Company of America (312) 771-0800
richard.ravin@comcast.net Scott Wallace (360) 303-9074 (former US Bank)

Signature of applicant: Debbie J. Ahl

Place Signed / Submitted Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Debbie J. Ahl
Founder, Managing Partner
Edgewater Advising, LLC

Debbie Ahl is a strategic leader with background in public, private and not-for-profit organizations, including 20 years in the C-Suite and 10 years as CEO accountable for top line growth and bottom line performance. With a career spanning 30 years in healthcare, both provider and payer industries, she now focuses on improving population health by engaging the individual's voice, addressing social determinants of health, and creating opportunities through education and economic opportunities.

Adept at developing collaborative cultures and teams aligned in purpose and vision, Debbie is skilled in identifying issues impeding performance and mapping solutions for complex situations based on stakeholder perspectives, data analysis, insight and intuition. Debbie's career has focused on strategy development, business growth and development of performance teams. She is proficient in highly regulated environments with a commitment to proactive communication. She is skilled at critical understanding of core competencies, identifying key performance metrics and implementing focused quality and expense improvements. A discerning leader, she has a talent for connecting people, information, organizations and developments within a global picture.

As President & CEO of Sterling Life Insurance Company (2000-2009), Debbie had full P&L responsibility for comprehensive insurance operations in a highly regulated and competitive market. Sterling served 235,000 enrollees in Medicare Advantage, Medicare supplement, prescription drug and employer plans. She was involved in the successful start-up of Olympic Health Management Systems, a consulting company, third party administrator and sales agency acquired by Aon Corporation in 1998 for \$15 million. Following this acquisition, Olympic was matched with Sterling to develop a full Medicare portfolio. Under Debbie's leadership, the company grew from \$48 million (2000 YE) to \$1 Billion in revenue (2008 YE), and was acquired by Munich Re for \$352 million in 2008. She led the successful integration of Sterling into the Munich organization. Debbie is an insightful Director with 30 years' experience on boards including subsidiaries of publicly traded companies, private and not-for profit organizations. She currently chairs the Board of Trustees for Bellingham Technical College, and serves on the Boards of the NW Innovation Resource Center and Compass Health.

Debbie and her husband, Bill Ziels enjoy boating, skiing, and biking. They are partners in a 100-year old barge which navigates inland European waterways, allowing them to "research" the perfect vineyards. They enjoy spending as much time as possible with their family of six adult children and four grandchildren.

Contact Information:

Email: d.ahl@edgewateradvising.com

Cell: 360.393.2599

<http://edgewateradvising.com>



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-268

File ID:	AB2019-268	Version:	1	Status:	Agenda Ready
File Created:	04/24/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Receipt of applications for the Surface Mining Advisory Committee, applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user) (this committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive plan; application deadline for these vacancies is 10 a.m. May 14, 2019)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Surface Mining Advisory Committee has the following vacancies: One civil or geo-technical engineer with no direct or indirect financial business ties to the industry; one surface mining material user; one geologist; one citizen who lives in close proximity to active mining or mineral overlay areas; one agriculture representative, one forestry industry representative.

Applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user) (committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive plan; application deadline for these vacancies is 10 a.m. May 14, 2019)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Dempsey application, Freeland application, Hulse application, Davis application

Final Action:
Enactment Date:
Enactment #:

NaDean Hanson

Surface Mining Advisory Committee
Citizen

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2019 11:01 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Field not completed.
First Name	Leslie
Last Name	Dempsey
Today's Date	4/24/2019
Street Address	1109 Beach Ave
City	Lummi Island
Zip	98262
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	PO Box 11, Lummi Island, WA 98262
Primary Telephone	360-325-3420
Secondary Telephone	Field not completed.

Email Address lesliedempsey@live.com

Step 2

1. Name of Board or Committee	Surface Mining Advisory Committee
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Surface Mining Advisory Committee (SMAC) Position:	Citizen who lives in close proximity to active mining or mineral overlay areas
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2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
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3. Which Council district do you live in?	District 5
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4. Are you a US citizen?	Yes
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5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	Yes
--	-----

If yes, please list dates:	January 2019 through 2013 (two full terms)
----------------------------	--

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications,	<i>Field not completed.</i>
--	-----------------------------

& interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have been retired since 9/2018. My last job was as Co-office/Outreach Manager for the Lummi Island Heritage Trust for approximately 5 years. I have served on the Board of Directors and as Treasurer for the Scenic Estates Community Club, a large residential community located adjacent to the (now defunct) Lummi Island Quarry. I have participated in numerous volunteer positions on Lummi Island including the Map Your Neighborhood program, the Firewise program, the CERT Disaster Preparedness program, Stewardship volunteer for the Lummi Island Aiston Preserve, and as past Master of the Lummi Island Grange. I graduated in 1984 from the University of Puget Sound with a bachelors degree in Business Administration.
---	--

10. Please describe why you're interested in serving on this board or commission	Towards the end of my last term on the Surface Mining Advisory Committee, we began the work of revising the mineral resource land (MRL) designation criteria to create a County driven review and designation process. There is more work to be done on this project and I would like to play a contributing role.
--	--

References (please include daytime telephone number):	Becca Rettmer, Executive Director of the Lummi Island Heritage Trust 360-758-7997 Terry Terry, friend 360-758-7432
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Signature of applicant:	Leslie Dempsey
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Place Signed / Submitted	Lummi Island
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(Section Break)

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NaDean Hanson

Surface Mining Advisory Committee
Civil & geo-technical engineer.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2019 11:15 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Harvill
Last Name	Freeland
Today's Date	4/24/2019
Street Address	PO Box 2591
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3607391589
Secondary Telephone	Field not completed.
Email Address	tfreeland@freelandengineering.com

Step 2

1. Name of Board or Committee	Surface Mining Advisory Committee
Surface Mining Advisory Committee (SMAC) Position:	Civil or geo-technical engineer with no direct or indirect financial business ties to the industry
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your	I am a licensed civil engineer with a B.S. in civil engineering. I

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

am the Secretary of the Bellingham Bay Rotary Club, board member of the Bellingham Public Schools Foundation, and member of the Whatcom County Appeals Board.

10. Please describe why you're interested in serving on this board or commission

I have been part of the engineering community of Whatcom County for 30 years and understand the importance of proper management of the natural resources.

References (please include daytime telephone number):

Sanja Barisic 360.778.6251

Signature of applicant:

Tony Freeland

Place Signed / Submitted

Bellingham

(Section Break)

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NaDean Hanson

Surface Mining Advisory Committee

Civil or geotechnical engineer

From: noreply@civicplus.com
 Sent: Friday, April 26, 2019 8:20 PM
 To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
 Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Dr.
First Name	Scott
Last Name	Hulse
Today's Date	11/26/2019
Street Address	6911 Holeman Avenue
City	Blaine
Zip	98230
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	360 243 0745
Secondary Telephone	<i>Field not completed.</i>
Email Address	<u>scottehulse@gmail.com</u>

Step 2

1. Name of Board or Committee	Surface Mining Advisory Committee
Surface Mining Advisory Committee (SMAC) Position:	Civil or geo-technical engineer with no direct or indirect financial business ties to the industry
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	2013 - 2018
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am a licensed professional geotechnical engineer in Colorado (#0022254) and have been licensed since about 1980. Education: BS Mine Engineering, BS Geological Sciences-Geophysics, MS Geological Sciences-Geophysics-Hydrology, PhD Radiological Health Sciences-Health Physics, : 20 years mine/geotechnical engineering, 20 years multidisciplinary project and program, management, 8 years research and development characterizing risk from environmental transport and deposition of man-made radionuclides in soil. I have served as a member of the Surface Mining Advisory Committee since February, 2013.

10. Please describe why you're interested in serving on this board or commission

I am concerned about the availability of gravel and aggregate used for during infrastructure construction in Whatcom County.

References (please include daytime telephone number):

Mr. Richard Langabeer 360 671 6460, Mr. Jack Westford 360 303 6596, Mr. John Shuhler 360 933 1989

Signature of applicant: scott e hulse

Place Signed / Submitted Birch Bay (Blaine), Washington

(Section Break)

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NaDean Hanson

Surface Mining Advisory

Committee material user

From: noreply@civicplus.com
Sent: Thursday, April 25, 2019 11:27 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Brad
Last Name	Davis
Today's Date	4/25/2019
Street Address	3048 Pine Lane
City	Sedro Woolley
Zip	98284
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	3094 Glenhaven Dr #136 Sedro Woolley WA 98284
Primary Telephone	360-661-5937
Secondary Telephone	Field not completed.

Email Address bradd@gravelpits.com

Step 2

1. Name of Board or Committee Surface Mining Advisory Committee

Surface Mining Advisory Committee (SMAC) Surface mining material user
Position:

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 3

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: 2014-2018

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes

If yes, please explain I manage Miles Sand and Gravel who sells aggregates to Whatcom County

You may attach a resume *Field not completed.*

or detailed summary of
experience, qualifications,
& interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Whatcom County Manager Miles Sand and Gravel
---	--

10. Please describe why you're interested in serving on this board or commission	To preserve and protect our natural resource
---	--

References (please include daytime telephone number):	Dan Cox, Miles Sand and Gravel, 360-770-0494
---	--

Signature of applicant:	Brad Davis
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Place Signed / Submitted	6513 Siper Rd Everson Wa 98247
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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: AB2019-272

File ID:	AB2019-272	Version:	1	Status:	Agenda Ready
File Created:	04/29/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/07/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Receipt of application for the Forestry Advisory Committee, forest product manufacturer representative, term ending 1/31/2023, applicant: Eric Jacoby (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry; application deadline for this vacancy is 10 a.m. May 14, 2019)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Forestry Advisory Committee has three vacancies: One commercial forest landowner (or qualified designee), and two forest product manufacturer. One term ends 1/31/2023, and one term ends 1/31/2020. Applicant is Eric Jacoby for the forest product manufacturer position with term ending 1/31/2023 (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry; application deadline for this vacancy is 10 a.m. May 14, 2019)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Jacoby application

Final Action:
Enactment Date:
Enactment #:

NaDean Hanson

Forestry Advisory Committee

Forest Product Manufacturer

From: noreply@civicplus.com
 Sent: Thursday, April 25, 2019 3:42 PM
 To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
 Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Eric
Last Name	Jacoby
Today's Date	4/25/2019
Street Address	6731 Geystone Lane
City	Deming
Zip	98244
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3606300404
Secondary Telephone	3607462178
Email Address	ericljacoby@yahoo.com

Step 2

1. Name of Board or Committee	Forestry Advisory Committee
Forestry Advisory Committee Position:	Forest product manufacturer
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	My employer is currently buying some logs from a forest thinning operation at Silver Lake Park. We are buying the logs from the timber sale purchaser - not directly from the county. Otherwise, we do no direct business with Whatcom County.
You may attach a resume or detailed summary of experience, qualifications,	<i>Field not completed.</i>

& interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have been a professional forester since 1998. My career started in Whatcom County with the DNR working on timber sales. Since then, I have worked all over the northwest - but mostly in Washington state - conducting all phases of forestry practices, including, but not limited to: tree planting, harvest planning & permitting, timber cruising, check scaling, road maintenance planning, harvest oversight, appraisal, contract negotiation, supply planning, and log purchasing. During those times, I also sat on watershed, recreation and log scaling boards. From 1986 - 1994, I was a logger in Whatcom county, but left for college after the spotted owl decision. Currently, I am a log buyer and timber cruiser for Northwest Hardwoods in Burlington, but still live (and often work) in my native Whatcom County.
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10. Please describe why you're interested in serving on this board or commission	I think there are a lot of adverse trends acting against working forests in both Whatcom County and the nation. These are due mostly to wholesale misunderstanding and negative politics. Like farming, forestry has traditionally been a vital cog in the economy of rural Whatcom County, but both vocations have been marginalized by unsound policy driven by public perception. I have a sincere interest in conserving these economies - and the dedicated people that drive them - because they are indicator entities of healthy, diverse and sustainable planning.
--	---

References (please include daytime telephone number):	Chris Hatch 360-815-3519 Tom Westergreen 360-961-0312 Mark Baugh 360-722-2952
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Signature of applicant:	Eric Jacoby
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Place Signed / Submitted	Mount Vernon
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(Section Break)

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