

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

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



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

WHATCOM COUNTY COUNCIL

**COMBINED
AGENDA PACKET FOR
WEDNESDAY
AUGUST 7, 2019**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

NATURAL RESOURCES COMMITTEE (9 A.M.)

**FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (10:30 A.M.)
(ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAT 10:30 A.M.)**

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

**CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE (3 P.M.)
(ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAT 3 P.M.)**

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

AUGUST 6, 2019

PRIMARY ELECTION DAY (COUNCIL MEETING DATE MOVED TO AUGUST 7)

AUGUST 7, 2019

****WEDNESDAY****

**REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

SEPTEMBER 2, 2019

HOLIDAY – OFFICE CLOSED

SEPTEMBER 10, 2019

**REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

COMMITTEE AGENDAS

NATURAL RESOURCES COMMITTEE

Members: Barry Buchanan, Todd Donovan, Satpal Sidhu

9:00 a.m. WEDNESDAY, August 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2019-351 Report from Washington State University Extension
Page 1

Committee Discussion and Recommendation to Council

1. AB2019-383 Ordinance amending Whatcom County Code Chapter 11.32, Boating and Swimming, Special Restrictions, relating to two-stroke engine powered watercraft
Pages 2 - 7
2. AB2019-424 Review and approve scoping document for the 2020 Shoreline Management Plan Periodic Update 2020
Pages 8 - 43

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Carol Frazey, Satpal Sidhu

10:30 a.m. (ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAT 10:30 A.M.)

WEDNESDAY, August 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

County Executive's Report

Special Presentation

1. AB2019-394 Review and update on the Design2Last Scope of work for the Existing Whatcom County Jail and discussion and feasibility of a smoke evacuation system in the Jail; discussion with Whatcom County Facilities and the Design2Last consultant team
Pages 44 - 72

Committee Discussion and Recommendation to Council

1. AB2019-409 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) for the Lummi Island Terminal Preservation Project in the amount of \$820,000
Pages 73 - 84

2. AB2019-410 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) for the Lummi Island Breakwater Replacement in the amount of \$80,000
Pages 85 - 93
3. AB2019-416 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) to obligate federal construction funds for the Birch Bay Drive and Pedestrian Facility Project, in the amount of \$1,861,272
Pages 94 - 102
4. AB2019-415 Request authorization for the County Executive to enter into Contract Amendment No. 1 to BGC Engineering Inc. Contract for Services for Glacier-Gallup Creeks Alluvial Fan Restoration Feasibility and Alternatives Analysis in the amount of \$163,300 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 103 - 120
5. AB2019-399 Ordinance amending Ordinance 81-6, which established the Community Development Fund, second request
Pages 121 - 125
6. AB2019-400 Ordinance amending the 2019 Whatcom County Budget, request no. 10, in the amount of \$2,650,000
Pages 126 - 130
7. AB2019-406 Request authorization for the County Executive to enter into a contract between Whatcom County and the Bellingham Fire Department for Community Paramedic Services, in the amount of \$321,055
Pages 131 - 140
8. AB2019-413 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for operation of moderate risk waste facilities, in the amount of \$196,103.50
Pages 141 - 162
9. AB2019-423 Request authorization for the County Executive to enter into an Interlocal Loan and Grant Agreement between Whatcom County and the City of Blaine in the amount of \$2,650,000
Pages 163 - 190
10. AB2019-426 Request authorization for the County Executive to enter into a contract between Whatcom County and Fire District No. 7 to provide Mobile Integrated Health Services through the Community Paramedic Services program, in the amount of \$407,130
Pages 191 - 199
11. AB2019-421 Request approval of the Economic Development Investment (EDI) Board's recommendation for funding of the City of Blaine's request for a loan in the amount of \$1,766,666 and a grant in the amount of \$883,333
Pages 200 - 225

12. AB2019-422 Request approval of the Economic Development Investment (EDI) Board's recommendation for funding of the Bellingham Housing Authority's request for a loan in the amount of \$600,275
Pages 226 - 263

Council "Consent Agenda" Items

1. AB2019-404 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for technical assistance and outreach to small businesses in an effort to prevent pollution and protect Puget Sound water quality, in the amount of \$258,705
Pages 264 - 288
2. AB2019-407 Request authorization for the County Executive to enter into an interagency agreement between Whatcom County and Washington State Department of Commerce to receive state funds for conducting work relating to the new review and evaluation (buildable lands) program requirements of state law, in the amount of \$450,000
Pages 289 - 310
3. AB2019-408 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Community Attributes Inc to provide professional services relating to the Review and Evaluation (Buildable Lands) program requirements of the Growth Management Act in the amount of \$135,000
Pages 311 - 325
4. AB2019-412 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for the Community Litter Cleanup Program, in the amount of \$67,000
Pages 326 - 346
5. AB2019-420 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for solid waste management compliance and litter and/or illegal dumping enforcement activities, in the amount of \$109,209.50
Pages 347 - 368

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE

Members: Barbara Brenner, Barry Buchanan, Carol Frazey

1:00 p.m. WEDNESDAY, August 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2019-348 Presentation by the Whatcom County Bicycle Pedestrian Advisory Committee
Page 369

Committee Discussion

1. AB2019-414 Discussion regarding proposed resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years 2020 through 2025
Pages 370 - 497
2. AB2019-418 Update from the Health Department on activities related to housing, shelter and domestic violence intervention treatment
Pages 498 - 503

Committee Discussion and Recommendation to Council

1. AB2019-430 Resolution acknowledging receipt of a citizen petition to form a no shooting zone in the Drayton Harbor area of Whatcom County .
Pages 504 - 532
2. AB2019-431 Resolution establishing the Council's intent to conduct a hearing on a proposal to create a no shooting zone in Drayton Harbor, as requested by the City of Blaine
Pages 533 - 537
3. AB2019-427 Amendments to the (CWSP) Coordinated Water Supply Plan addressing timely, reasonable and transparency
Pages 538 - 548

Other Business

Adjournment

CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE

Members: Barry Buchanan, Tyler Byrd, Carol Frazey

3:00 p.m. (ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAT 3 P.M.)

WEDNESDAY, August 7, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

- AB2019-411 Report from District Court Probation
Page 549

Committee Discussion and Recommendation to Council

- AB2019-432 Resolution adopting a statement of public health, safety, and justice facility planning principles for Whatcom County
Pages 550 - 556

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, August 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.

MINUTES CONSENT

1. MIN2019-053 Surface Water Work Session for July 16, 2019
Pages 557 - 559

OPEN SESSION (20 MINUTES)

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

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

1. AB2019-404 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for technical assistance and outreach to small businesses in an effort to prevent pollution and protect Puget Sound water quality, in the amount of \$258,705
Pages 264 - 288
2. AB2019-407 Request authorization for the County Executive to enter into an interagency agreement between Whatcom County and Washington State Department of Commerce to receive state funds for conducting work relating to the new review and evaluation (buildable lands) program requirements of state law, in the amount of \$450,000
Pages 289 - 310
3. AB2019-408 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Community Attributes Inc to provide professional services relating to the Review and Evaluation (Buildable Lands) program requirements of the Growth Management Act in the amount of \$135,000
Pages 311 - 325

4. AB2019-412 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for the Community Litter Cleanup Program, in the amount of \$67,000
Pages 326 - 346
5. AB2019-420 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for solid waste management compliance and litter and/or illegal dumping enforcement activities, in the amount of \$109,209.50
Pages 347 - 368

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2019-383 Ordinance amending Whatcom County Code Chapter 11.32, Boating and Swimming, Special Restrictions, relating to two-stroke engine powered watercraft
Pages 2 - 7
2. AB2019-424 Review and approve scoping document for the 2020 Shoreline Management Plan Periodic Update 2020
Pages 8 - 43

(From Council Finance and Administrative Services Committee)

3. AB2019-409 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) for the Lummi Island Terminal Preservation Project in the amount of \$820,000
Pages 73 - 84
4. AB2019-410 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) for the Lummi Island Breakwater Replacement in the amount of \$80,000
Pages 85 - 93
5. AB2019-416 Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) to obligate federal construction funds for the Birch Bay Drive and Pedestrian Facility Project, in the amount of \$1,861,272
Pages 94 - 102
6. AB2019-415 Request authorization for the County Executive to enter into Contract Amendment No. 1 to BGC Engineering Inc. Contract for Services for Glacier-Gallup Creeks Alluvial Fan Restoration Feasibility and Alternatives Analysis in the amount of \$163,300 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 103 - 120

7. AB2019-399 Ordinance amending Ordinance 81-6, which established the Community Development Fund, second request
Pages 121 - 125
 8. AB2019-400 Ordinance amending the 2019 Whatcom County Budget, request no. 10, in the amount of \$2,650,000
Pages 126 - 130
 9. AB2019-406 Request authorization for the County Executive to enter into a contract between Whatcom County and the Bellingham Fire Department for Community Paramedic Services, in the amount of \$321,055
Pages 131 - 140
 10. AB2019-413 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for operation of moderate risk waste facilities, in the amount of \$196,103.50
Pages 141 - 162
 11. AB2019-423 Request authorization for the County Executive to enter into an Interlocal Loan and Grant Agreement between Whatcom County and the City of Blaine in the amount of \$2,650,000
Pages 163 - 190
 12. AB2019-426 Request authorization for the County Executive to enter into a contract between Whatcom County and Fire District No. 7 to provide Mobile Integrated Health Services through the Community Paramedic Services program, in the amount of \$407,130
Pages 191 - 199
 13. AB2019-421 Request approval of the Economic Development Investment (EDI) Board's recommendation for funding of the City of Blaine's request for a loan in the amount of \$1,766,666 and a grant in the amount of \$883,333
Pages 200 - 225
 14. AB2019-422 Request approval of the Economic Development Investment (EDI) Board's recommendation for funding of the Bellingham Housing Authority's request for a loan in the amount of \$600,275
Pages 226 - 263
- (From Council Public Works and Health Committee)**
15. AB2019-430 Resolution acknowledging receipt of a citizen petition to form a no shooting zone in the Drayton Harbor area of Whatcom County
Pages 504 - 532
 16. AB2019-431 Resolution establishing the Council's intent to conduct a hearing on a proposal to create a no shooting zone in Drayton Harbor, as requested by the City of Blaine
Pages 533 - 537

17. AB2019-427 Amendments to the (CWSP) Coordinated Water Supply Plan addressing timely, reasonable and transparency

Pages 538 - 548

(From Council Criminal Justice and Public Safety Committee)

18. AB2019-432 Resolution adopting a statement of public health, safety, and justice facility planning principles for Whatcom County

Pages 550 - 556

(No Committee Assignment)

19. AB2019-358 Resolution forwarding Cascadia Law Group's recommendations for Cherry Point UGA Comprehensive Plan and Zoning Code Amendments

Pages 560 - 635

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-429 Appointment to the Homeless Strategies Workgroup, representing a homeless advocate

Pages 636 - 659

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. AB2019-419 Ordinance amending the 2019 Whatcom County Budget, request no. 11, in the amount of \$986,542

Pages 660 - 677

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-351

File ID:	AB2019-351	Version:	1	Status:	Agenda Ready
File Created:	06/06/2019	Entered by:	skorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Presentation		
Assigned to:	Council Natural Resources Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

Primary Contact Email: mlwallace@wsu.edu

TITLE FOR AGENDA ITEM:

Report from Washington State University Extension

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Annual report from Washington State University Extension

HISTORY OF LEGISLATIVE FILE

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

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-383

File ID:	AB2019-383	Version:	1	Status:	Held In Committee
File Created:	07/01/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Chapter 11.32, Boating and Swimming, Special Restrictions, relating to two-stroke engine powered watercraft

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Chapter 11.32, Boating and Swimming, Special Restrictions, relating to two-stroke engine powered watercraft

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/09/2019	Council	SUBSTITUTE INTRODUCED FOR PUBLIC HEARING	Council
07/23/2019	Council	HELD IN COMMITTEE	Council Natural Resources Committee

Attachments: Ordinance for July 23 Hearing

PROPOSED BY: DONOVAN
INTRODUCTION DATE: JULY 9, 2019

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE CHAPTER 11.32, BOATING AND SWIMMING, SPECIAL
RESTRICTIONS, RELATING TO TWO-STROKE ENGINE POWERED WATERCRAFT

WHEREAS, Lake Samish functions simultaneously as an important recreational resource,
and as an important drinking water source for residents in the area, and

WHEREAS, the Whatcom County code currently recognizes that older, two-stroke boat
motors are inappropriate for use on Lake Whatcom, a lake that also serves as a source for
drinking water, but this provision has not been extended to Lake Samish, and

NOW, THEREFORE, BE IT ORDAINED that Chapter 11.32 of the County Code shall be
amended to phase in a prohibition of two-stroke engine powered watercraft on Lake Samish as
defined in Exhibit A.

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:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A
Chapter 11.32
SPECIAL RESTRICTIONS

Sections:

[11.32.010 Lake Whatcom.](#)

[11.32.020 Lake Samish.](#)

[11.32.030 Silver Lake.](#)

[11.32.040 Birch Bay.](#)

[11.32.050 Cain Lake and Toad Lake.](#)

[11.32.060 Reed Lake.](#)

[11.32.070 Wiser Lake.](#)

[11.32.080 Lake Terrell.](#)

[11.32.090 Exceptions.](#)

[11.32.095 Severability.](#)

11.32.010 Lake Whatcom.

The following restrictions shall apply on Lake Whatcom:

- A. Water skiing is permitted only in a counterclockwise direction.
- B. Maximum speed of vessels shall be 40 miles per hour, except for vessels taking part in a boating event authorized by sheriff's permit, and except for seaplanes using normal procedures during periods of takeoff or landing.
- C. Waters adjacent to Morning Beach Park Sudden Valley shall be restricted to swimming only.
- D. The water adjacent to Afternoon Beach Park is restricted to no public access on the west side of a line that extends northerly from Point A of a point on the easterly line of Parcel A to Point B as shown on Exhibit "A" attached to the ordinance codified in subsections C and D of this section, and swimming and nonpower boats on the east side of said line.

Sudden Valley Community Association is authorized to cordon off the specific areas of Lake Whatcom to accomplish the purpose of subsections C and D of this section.

E. The operation of all two-stroke engine-powered watercraft on Lake Whatcom is hereafter prohibited, effective January 1, 2009, except as follows:

1. Watercraft powered by a two-stroke-powered engine whose engine is certified and labeled as meeting the 2006 or later model year United States Environmental Protection Agency (EPA) emissions standards, as specified in Title [40](#), Code of Federal Regulations, Part 91; or
2. Effective only until January 1, 2013, all carbureted two-stroke auxiliary sailboat engines; or
3. Effective only until January 1, 2013, all carbureted two-stroke engines of 10 horsepower or less; or
4. Effective only until January 1, 2013, all electronic fuel-injected (EFI) two-stroke engines originally purchased before August 2004; or
5. Effective only until January 1, 2013, watercraft powered by a two-stroke-powered engine whose engine is certified and labeled as meeting the United States Environmental Protection Agency (EPA) 2001 emissions standards, including Rotax fuel-injected (RFI) two-stroke engines. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 90-83 (part)).

11.32.020 Lake Samish.

(Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 90-83 (part)).

The operation of all two-stroke engine-powered watercraft on Lake Samish is hereafter prohibited, effective November 1, 2019, except as follows:

1. Watercraft powered by a two-stroke-powered engine whose engine is certified and labeled as meeting the 2006 or later model year United States Environmental Protection Agency (EPA) emissions standards, as specified in Title [40](#), Code of Federal Regulations, Part 91.

11.32.030 Silver Lake.

The following restrictions shall apply on Silver Lake:

A. Water skiing is permitted only in a counterclockwise direction.

B. An official buoyline may be established cooperatively between the Whatcom County sheriff's department, Whatcom County park department and representatives from the Silver Lake Property Owners' Association; speed limits between the buoyline and the shoreline shall be idling or no wake.

C. For the entire area of Silver Lake the idling speed or no-wake provision shall be in force at all hours from the official opening day of fishing season until May 20th of each year; thereafter, until June 30th, the no-wake restriction shall be in force in the mornings before 10:00 a.m. and in the evenings after 7:00 p.m. Use of motorized vessels with more than 10 horsepower is prohibited. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 90-83 (part)).

11.32.040 Birch Bay.

It is unlawful for any person to water ski within 600 feet of the shoreline of all Birch Bay waters. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 90-83 (part)).

11.32.050 Cain Lake and Toad Lake.

The following restrictions shall apply on Cain Lake and Toad Lake:

A. Operation of boats and other conveyances having nonelectric motors is prohibited on Cain Lake and Toad Lake.

B. Speed shall be restricted to idling and/or no wake at all times. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 94-019; Ord. 90-83 (part)).

11.32.060 Reed Lake.

Only all-electric motors and/or manually powered boats are permitted to operate on Reed Lake. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 90-83 (part)).

11.32.070 Wiser Lake.

The following restrictions shall apply on Wiser Lake:

A. Speed is restricted to idling and/or no wake at all times from 8:00 p.m. to 12:00 noon the following day.

B. Water skiing is permitted from 12:00 noon to 8:00 p.m.

C. Speed is restricted to idling and/or no wake at all times west of the Guide Meridian from March 1st to October 15th.

D. Use of motorized vessels is prohibited upon the waters of Wiser Lake from October 15th to March 1st.

E. No water skiing is permitted from the public access dock.

F. Water skiing is permitted up to a maximum of six ski boats at any one time traveling in a counterclockwise direction.

G. Water skiing is permitted only in a counterclockwise direction. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 90-83 (part)).

11.32.080 Lake Terrell.

Speed is restricted to idling and/or no wake at all times. (Ord. 2008-012 Exh. A).

11.32.090 Exceptions.

No restrictions contained in this chapter shall be deemed to apply to persons or vessels engaged in emergency operations necessary to save life or property or in the performance of wildlife management activities undertaken by either county or state governmental agencies or their designees. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 2002-008; Ord. 94-019).

11.32.095 Severability.

If any provision of this chapter is held to be invalid, all other provisions shall remain in effect. (Ord. 2008-012 Exh. A; Ord. 2007-038 Exh. A; Ord. 2004-042; Ord. 94-019).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-424

File ID:	AB2019-424	Version:	1	Status:	Agenda Ready
File Created:	07/26/2019	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Natural Resources Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Review and approve scoping document for the 2020 Shoreline Management Plan Periodic Update
2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Review & Motion to Approve Scoping Document for the 2020 Shoreline Management Plan Periodic
Update 2020

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Scoping Document



Memorandum

TO: County Council
Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Director

DATE: July 26, 2019

SUBJECT: 2020 Shoreline Management Program Periodic Update – Scoping Document

Planning and Development Services with our consultant team has started working on the 2020 Shoreline Management Program (SMP) Periodic Update. Over the past few months, and pursuant to the public participation plan, we have engaged the public, agencies, Tribes, and County departments in preparing a proposed scope for this update through emails, presentations at various groups' meetings, the project website, and three public open houses. Through these methods, we have collected over 130 different suggestions for how the SMP could be improved.

Attached you will find the proposed scoping document outlining the issues the Planning Commission and Planning and Development Services staff recommends for inclusion in the scope and those we don't.

We have classified the various ideas we have received into three categories:

In Table 1:

- **"Required"** indicates amendments that are required for consistency with state laws.
- **"Recommended"** indicates amendments that are not strictly required but would improve consistency with state laws or local regulations, or would improve organization, functionality, and overall consistency and understanding of the SMP.

In Table 2:

- **"Not recommended"** indicates where the County's SMP is already consistent with state laws, the specific revision is not applicable to the County, or implementation would be inconsistent with the Shoreline Management Act.

An issue number has been assigned to each issue topic. Issues 1 – 21 (Table 1) are either required or recommended for inclusion in scope of this periodic update, while Issues 22 – 42 (Table 2) are not recommended for inclusion in scope.

Please note also that we have attached all public comments received in Appendix A for your perusal.

Requested Action: PDS staff requests that the Council review the attached scoping document and either: (1) concur with the Planning Commission's recommendation, or (2) amend the list of recommended issues to address in the 2020 periodic update.

Planning Commission Recommendation: At their July 25, 2016, meeting, the Planning Commission unanimously recommended approval of the attached scoping document after removing Issue #42 from Table 1.

Staff Recommendation: PDS staff recommends that the Council concur with the Planning Commission's recommendation and include Issues 1 – 21 as the scope of the 2020 periodic update.

SHORELINE MANAGEMENT PROGRAM PERIODIC UPDATE WHATCOM COUNTY

July 26, 2019 Draft

Prepared for:



Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225



750 Sixth Street South
Kirkland, WA 98033

p 425.822.5242
f 425.827.8136

watershedco.com



Table of Contents

1.	Introduction	1
1.1	Background	1
1.2	Periodic Update Requirements.....	1
1.3	Scoping Document Framework.....	2
2.	Required & Recommended Amendments	3
3.	Issues <i>Not</i> Recommended to Be Included in Scope	8
4.	Summary of Public Scoping Comments	12

Appendix A: Public Comments Received

1. Introduction

1.1 Background

Whatcom County (County) is undertaking a periodic review of its Shoreline Management Program (SMP), as required by the Washington State Shoreline Management Act, RCW 90.58.080(4). The Shoreline Management Act (SMA) requires each SMP be reviewed, and revised if needed, on an eight-year schedule established by the state Legislature. The review ensures the SMP stays current with changes in laws and rules, remains consistent with other County plans and regulations, and is responsive to changed circumstances, new information and improved data.

The County adopted its current SMP in 2007 (Ordinance No. 2007-017; approved by Ecology in 2008) through a comprehensive update process, which included an inventory and characterization of shoreline land use and ecological conditions (otherwise known as the “baseline condition”), a shoreline restoration plan, and an evaluation of cumulative impacts to ensure implementation of the SMP would result in no net loss of shoreline ecological functions.

Since then, the Council has amended the SMP numerous times, though those amendments were fairly minor in nature, addressing specific issues. The SMP was most recently amended in 2019 to adopt by reference the 2017 Critical Areas Ordinance (CAO).

1.2 Periodic Update Requirements

This periodic update is not required to: re-evaluate the ecological baseline that was established as part of the 2007 comprehensive update; extensively assess no net loss criteria other than to ensure that proposed amendments do not result in degradation of the baseline condition; or change shoreline jurisdiction or environment designations, unless deemed appropriate and necessary by the County.

The primary requirement of the periodic update process is to ensure that the SMP remains consistent with updates to the legislative requirements of the SMA. The Washington State Department of Ecology (Ecology) provides a list of legislative amendments which have taken effect between 2007 and 2017 as a Periodic Review Checklist. In general, mandatory changes to the draft SMP are minor in nature. The majority of them address revised rules with regard to SMP applicability, including updated exemption thresholds and definitions.

The periodic update process also provides an opportunity to review the SMP for consistency with the County’s Comprehensive Plan and development regulations, including critical areas regulations. The County’s current SMP regulates critical areas in the shoreline jurisdiction by

adopting by reference as part of the SMP the County's CAO as adopted in 2017 (Ordinance No. 2017-077) and codified in Chapter 16.16 of the WCC.

The County's Comprehensive Plan and other development regulations were reviewed for consistency with the SMP. No required changes were identified, though there are some recommended amendments.

The periodic review process also represents an opportunity to revise and improve the overall functionality, clarity, and usability of the SMP, for both the public and County staff. This includes clarifying permit processes and requirements, improving the overall organization and clarity of the document, and ensuring consistency with Title 20 (zoning). County staff has reviewed the SMP and noted several areas in need of amendment. These areas are noted in Section 2.

1.3 Scoping Document Framework

This scoping document is intended to provide the Whatcom County Council (Council) with an overview of **required** amendments of the SMP Periodic Update, **recommended** actions to improve consistency with state law and other County policies and codes, and other optional items that the County may wish to address. The discussions included in the body of this report are intended to assist the Council with decisions about the scope of the County's SMP update. A complete list of all public comments received at the open houses and through email (through 7/12/19) is included in Appendix A for reference.

Where potential revision actions are identified, they are classified as follows:

- **"Required"** indicates amendments that are required for consistency with state laws.
- **"Recommended"** indicates amendments that are not strictly required but would improve consistency with state laws or local regulations, or would improve organization, functionality, and overall consistency and understanding of the SMP.
- **"Not recommended"** indicates where the County's SMP is already consistent with state laws, the specific revision is not applicable to the County, or implementation would be inconsistent with the Shoreline Management Act.

2. Required & Recommended Amendments

The following table shows those issues the Planning Commission and staff recommends for inclusion in the scope of this Shoreline Management Plan Periodic Update.

Required changes to the draft SMP are minor in nature. The majority of them address revised rules with regard to SMP applicability, including updated exemption thresholds and definitions, as required through recent amendments to state laws.

In addition to the required amendments, the County may elect to make other substantive amendments. Staff has compiled a list of recommended amendments based on public comments, direction from Council, suggestions from other County departments, and interactions with permit applicants over the past several years.

Table 1: Issues Recommended to Be Included in Scope

#	Topic	Recommended Action	Originator
1	Consistency with State law (required amendments)	<ul style="list-style-type: none"> • Revise language to cite updated substantial development cost threshold or to rely solely on reference to WAC 173-27-040 for exemptions to substantial development permitting. • Revise the definition of “Development” to clarify that development does not include dismantling or removing structures. Example language from Ecology is available. • Add reference to statutory exceptions to local review to the SMP. Revise or remove existing references to remedial actions and projects certified pursuant to RCW 80.50 to clarify their status as exceptions to local review under the SMA. • Revise language to include shoreline permit exemption for retrofitting existing structures to comply with the ADA or to rely solely on reference to WAC 173-27-040 for exemptions to substantial development permitting. • Revise language in the SMP to cite the updated cost thresholds for dock construction or to rely solely on reference to WAC 173-27-040 for exemptions to substantial development permitting. • Revise the SMP Aquaculture provisions for consistency with WAC 173-26-241(3)(b). • Revise the SMP to clarify that the effective date of SMP amendments is 14 days from notice of final approval by Ecology. • Review the SMP for consistency with 2003 SMP Guidelines and make any necessary changes 	State
2	Consistency with State law	<ul style="list-style-type: none"> • Revise the SMP for consistency with Ecology’s updated permit filing procedures. • Revise language to clarify that forest practices that involve only timber cutting are not SMA “developments” and do not require Shoreline Substantial Development Permits. • Revise language in Section 23.50.040 to clarify that the SMA does not apply to lands under exclusive federal jurisdiction. Example language from Ecology is available. • Update definitions to include distinct definitions for “nonconforming use,” “nonconforming structure,” and “nonconforming development” in accordance with WAC 173-27-080. • Define special procedures for WSDOT projects per WAC 173-27-125. • Incorporate reference to WAC 173-27-215 for criteria and procedures for instances in which a shoreline restoration project creates a shift in OHWM. • Revise definition of “Floodway” for complete consistency with Ecology’s recommended language. • Update list and maps of streams and lakes that are in shoreline jurisdiction as necessary. • Revise the SMP to include the required provisions in WAC 173-26-221(2)(c)(iii)(B), (C), and (D). 	State

#	Topic	Recommended Action	Originator
3	Consistency with CAO (WCC 16.16)	<ul style="list-style-type: none"> • Ensure Council changes regarding standards for view preservation in the CAO are reflected in the SMP. 	Public
4	Consistency with Land Use procedures (Title 22)	<ul style="list-style-type: none"> • Update SMP to align with recently adopted Title 22 permit procedures. 	WC PDS
5	Consistency with Shoreline Management Act (RCW 90.58) and 2003 SMP Update Guidelines (WAC 173-26)	<ul style="list-style-type: none"> • Clarify permit review no net loss analysis • Clarify development mitigation requirements. • Align appeal procedures with State statutes. • Shoreline permit review (Exemption, Substantial, Conditional Use, or Variance) should reflect State statutes and level of review required. • Align Use standards with State statutes. • Incorporate improved permit streamlining for priority salmon recovery project 	WC PDS
6	Climate Change/Sea Level Rise	<ul style="list-style-type: none"> • Develop and/or strengthen policies regarding climate change/sea level rise, including the incorporation and use of new data (as it becomes available), to review and revise, if warranted, shoreline use regulations. 	Salmon Recovery Staff Team
7	Definitions	<ul style="list-style-type: none"> • Develop and/or strengthen policies regarding climate change/sea level rise, including the incorporation and use of new data (as it becomes available), to review and revise, if warranted, shoreline use regulations. • Add definitions for common words with a specific meaning in the SMP. • Add definitions for regional, local, and accessory utilities. Ensure consistency with Zoning. • Define a single use dock and joint use dock. 	Climate Impact Advisory Committee & Public
8	Habitat	<ul style="list-style-type: none"> • Reference WDFW and DNR's Shore Friendly Program • Consider strengthening ecological connectivity and wildlife corridor requirements. • Consider ways to improve protections for salmon and forage fish habitat. • Clarify functional disconnect standards for protection of Fish & Wildlife Habitat Conservation Areas 	Wildlife Advisory Committee & Public
9	Layout and Structure of the SMP	<ul style="list-style-type: none"> • Reorganize the SMP, putting the background information, discussions, and goals and policies into the Comprehensive Plan as a chapter • Simplify the language as much as possible and remove redundancies 	WC PDS
10	Nonconforming	<ul style="list-style-type: none"> • Ensure consistency with Zoning, CAO, and SMP regarding nonconforming uses and structures. • Add standards for nonconforming structures to meet current construction standards. • Address nonconforming expansion dimensional standards. • Clarify administratively approved single-family dimensional standards. 	WC PDS

#	Topic	Recommended Action	Originator
18	Shoreline Setbacks/ Riparian Management	<ul style="list-style-type: none"> • Update vegetation conservation standards to prefer limbing over removal. • Provide incentives to enhance Fish and Wildlife Habitat Conservation Areas (FWHCA). • Clarify setback standards for protection of views to and from the water. 	WC Parks Public WC PDS
19	Water Quality	<ul style="list-style-type: none"> • Include language/policies about the importance of Lake Whatcom as the source of drinking water for most of the County and the water quality improvement plan (TMDL). 	Public
20	Wetland buffers	<ul style="list-style-type: none"> • PDS will conduct a parallel process, convening a group of local wetland consultants, to consider revisions to the CAO regulations regarding wetland habitat function score break points, buffer widths, reduction, averaging to meet DOE guidelines, and having buffers based on habitat performance instead of static/standard buffers. If they complete this work in time, it can be incorporated into this update; otherwise it can follow. 	State
21	Marine Resource Lands	<ul style="list-style-type: none"> • Consider adding a Marine Resource Lands policy section as developed by the Marine Resources Committee 	Marine Resources Committee & Council

3. Issues *Not* Recommended to Be Included in Scope

The following table shows those issues the Planning Commission and staff recommends not be included in the scope of this Shoreline Management Plan Periodic Update.

There have been are several amendments to state law that either don't pertain to Whatcom County or that are adequately covered in the Washington Administrative Code. These are not proposed to be addressed.

Additionally, commenters have made several suggestions that staff does not believe are warranted or consistent with the Shoreline Management Act, that may be better addressed through other means, or are beyond the scope, budget, or schedule required of the update.

Table 2: Issues Recommended to *Not* Be Included in Scope

#	Topic	Potential/Requested Action	Originator	Recommendation
22	Consistency with State law	Clarify the scope and process for conducting periodic reviews.	State	Not recommended; already in the WAC.
23	Consistency with State law	Include the optional SMP amendment process that allows for a shared local/ state public comment period.	State	Not recommended; already in the WAC.
24	Consistency with State law	Specify the submittal process of proposed SMP amendments to Ecology.	State	Not recommended; already in the WAC.
25	Consistency with State law	Add a new definition and policy for floating on-water residences legally established before 7/1/14.	State	Not recommended. The SMP prohibits new floating on-water residences and there are no legally existing floating homes in Whatcom County.
26	Consistency with State law	Classify existing legally established residential structures as conforming	State	Not recommended. Though a home may have been conforming when built, they may not be under today's rules.
27	Consistency with State law	Add moratoria authority and procedures	State	Not recommended; already in the WAC.
28	Ecological Function	<ul style="list-style-type: none"> Show how County is meeting NNL (more monitoring). Consider a 'net ecological gain' policy instead. Establish quantitative ways to evaluate development permits in terms of no net loss. Consider requiring the restoration of native vegetation and vegetation conservation standards (lawns and turf are prohibited) for any new building permits, expansions or change of use in the following areas: <ul style="list-style-type: none"> Within 50' of the Ordinary High-Water Mark (OHWM) for Lake Whatcom Within 50' of the OHWM for other water quality impaired waterbodies (via the Clean Water Act 303(d) list) 	Public	<p>Not recommended. No net loss is the standard per the SMP Guidelines and a periodic update does not require a reassessment of no net loss or an evaluation of performance. This will need to be done during a comprehensive update. However, some of this may be addressed via the recommendations regarding Vegetation Management.</p>

#	Topic	Potential/Requested Action	Originator	Recommendation
30	Permitting	Limit variance provisions.	Public	Not recommended; variances criteria and procedures are included in the WAC.
31	Permitting	Revise exemption permitting so that an exempt project does not need a review or written exemption.	WC PW	Not recommended. Per the SMA, exempt projects need to be reviewed and a letter of exemption issued. Even if a project is exempt, it must be shown to meet the rules.
32	Shoreline Designations	Change all shoreline designations upstream of Everson to "Natural."	Public	Not recommended. Amending shoreline designations is not a requirement of a periodic update, and it would be costly.
33	Shoreline Uses	<ul style="list-style-type: none"> Prohibit new overwater structures, piers, docks, and wharfs over salmon and forage fish habitat. Don't allow for variances. Make a conditional use on Lake Whatcom. 	Public	Not recommended. The SMA requires that we balance ecological function with recreation and economic development goals and access.
34	Shoreline Uses	Prohibit dredging, new commercial development, new in-water structures, piers, floats, and pilings on Lake Whatcom.	Public	Not recommended. Dredging and new commercial development is already not allowed in Lake Whatcom, and the SMA requires that we balance ecological function with recreation goals and access.
35	Shoreline Uses	Prohibit fences in critical areas and their buffers.	Public	Not recommended. The CAO already regulates size and types of fences in critical areas and their buffers to ensure they are habitat friendly.
36	Shoreline Uses	Ag protection, with ecological requirements.	Public	Not recommended. Existing and ongoing agricultural uses are exempt from the SMP.
37	Shoreline Uses	Prohibit pesticides, herbicides, fungicides, fertilizers in shorelines and shoreline buffers.	Public	Not recommended. The SMP includes policies, and the CAO includes regulations that address such uses.
38	Shoreline Uses	Prohibit trails adjacent to creeks or shorelines; allow occasional cut-in areas to provide water views (see USDA recommendations)	Public	Not recommended. The SMP and CAO include policies and regulations for trails.
39	Shoreline Uses	Prohibit new residential development on shorelines.	Public	Not recommended. Per the SMA, SFR development is a preferred use in the shoreline.
40	Shoreline Uses	Prohibit all economic uses in the shorelines; it is not one of the three goals under SMA.	Public	Not recommended. Economic development, especially of SFRs and water-dependent uses, are preferred uses under the SMA.
41	Shoreline Uses	Prohibit any new oil or gas pipelines from crossing above or beneath rivers and lakes.	Public	Not recommended. Per the SMA, utilities are permissible in the shoreline jurisdiction.

#	Topic	Potential/Requested Action	Originator	Recommendation
42	Shoreline Uses	Consider making manure holding facilities a shoreline conditional use, and that they are in the form of above-ground tanks or towers instead of earthen lagoons.	Public	Recommended by staff to consider; however, the Planning Commission recommended removing it from the scope as this was attempted at the State level, but failed.

4. Summary of Public Scoping Comments

Public comments regarding scoping of this periodic update were collected during a series of three open houses held in June 2019 as well as via direct email submittal to the County. Comments received varied between those offering specific comments or concerns, most often with recommended actions for County consideration, and those comments with a question or indicating a need for more information. A number of public comments with specific recommendations are recommended to be included in the scope of this periodic update (Section 2).

The greatest numbers of comments received at the three open houses and from on-line comments were focused on:

- Buffers;
- Habitat;
- Appropriate use and activity in shorelines; and
- Climate change.

Specific suggestions were offered for:

- Use designations;
- Permitting changes;
- Mapping; and
- No net loss.

Several people expressed strong concerns regarding docks and compliance of existing shoreline rules. Site specific concerns and questions focused primarily on Birch Bay, Cherry Point, and Lake Whatcom.

The complete set of public comments from the open houses and direct email can be seen in Appendix A.

Appendix A

PUBLIC COMMENTS RECEIVED

Via the Open Houses

Birch Bay Open House – 6.10.19

- want some use of the buffer
- consider a 'net ecological gain' policy instead of 'no net loss' (which isn't being accomplished)
- prioritize protection of intact wildlife corridors
- The buffer is part of no net losses ecosystem function. If you remove or encroach on buffer you degrade ecosystem function, how is that allowed for SSWS-what is justification?
- No more docks, WA state aquatic habitat guidelines recommend against it and other jurisdictions prohibit it-what science supports this?
- How are you ensuring no NNL is met? You have no inventory and analysis of wildlife and other ecosystem functions
- We need trees, they help fish survive. Why are we trying to allow more tree removal?
- Practice riparian corridors
- No fences
- Timing for BERM?
- Road repairs post 12/20 storm
- Consequences of FEMA remapping
- Status of county park planning for Birch Bay and near CJ's
- Status of county library
- What are the protections for view rights? Especially in Birch Bay?
- Add section on climate change; responding to big squeeze (drawing of sea level rising under ocean floor shelf)
- Yes, address climate change; storm surge, high water mark, natural vegetation for erosion control
- Department of commerce has guidelines on addressing climate change in SMP-please consider
- Yes on climate change if we want to live. That means no removal of trees in shoreline and beyond (or as much as possible)
- Keep manure lagoons out of the shoreline buffer
- Keeping our ecosystem functions increases resilience against climate change.
- Improved habitat for ecological functions for marine life(young fry)
- Prohibit chemical fertilizers/pesticides in all types of shoreline buffers
- Prohibit pesticides, herbicides, fungicides in shorelines
- No fences-they keep wildlife from water-look on internet and see impaled event
- save riparian corridors
- No docks
- No buffer intrusions
- No trails that are adjacent to creeks or shorelines, have occasional cut-in area to get to water-see USDA recommendations

- Please update mapping of 20 cfm water courses (Atul)
- There is a plan to reconstruct the golf course at sealinks How will that affect the wetlands east of CJ's
- This SMP fails to even mention wildlife-they use the shoreline extensively. We have not recovered from the loss of our sea stars-a keystone species. Show us how we meet NNL under these conditions. You cannot fail to re-evaluate something that was never evaluated in the first place
- You are not required to address ecological baseline. If you have one-where is it if it exists, then tell us where it shows? Where is wildlife? You forgot about wildlife, birds, terrestrial
- Cherry point is having enormous growth-look at all of BP's SEPA reviews, the 136 advanced wetland mitigation project. The intensity of impacts is not being considered. Homes are being built all over BB and Blaine near creeks, like California Creek. Again, this has impacts that require re-evaluation.
- The BB Berm is going to have a major impact on shoreline function. This is a new condition that needs to be considered as part of no net loss requirements. There are also going to be dog park and people parks. What are the impacts of increased intensity of use? How does this affect NNL? How do you measure this?
- There is no emphasis on SSWS. You are not telling people how there is prioritized use that must be followed for long term interest of residents of entire state. Where is the emphasis on natural conditions and restoration? We are building out every shoreline in the country from Bellingham to...
- The bonds(?) appear intended to encourage people to ask for more growth into buffer and shorelines. Where is the protection? While it is true you are not required to re-evaluate baseline standards, you need to have quantifiable measurable standards and monitoring protocol, and we do not have that.
- Issue: we had beach access on our property but because of storms our stairs were wiped out. It is prohibited to replace them. However when neighborhood was developed there were designated beach access. However neighbors who have these accesses on their properties have pad-locked (?) them up and made them inaccessible. Who is to develop these for general use?
- Birch bay berm and road repairs-when? Schedule? Is it a positive thing?
- FEMA updated BB flood maps. Required flood insurance via FEMA?
- I just want the shores protected, kept clean, and not polluted
- Less oil refinery (fossil fuel) activity here
- Please address climate change/establish new high water mark. New numbers to address storm surge-setbacks and vegetation
- Shoreline improvements: runoff, erosion control, improved ecological function for marine life, improvements for schematic (young fry)/ encumber (?) Seattle shoreline in city
- I am very concerned about "non" compliance in current shoreline rules and regulations
- Please see that regulations are followed
- Neighbors (Canadian) non-compliant with permits-No Permits. Ken Milne-8941 Dearborn Ave (homeowner)
- Had made upstairs 2 parts, moved dock towards waterfront, digging up the beach, poured concrete slab, currently planning to build a dock

- Please come to my home to visualize all that is happening. I would be happy to show you and discuss my concerns.

Deming Open House – 6.19.19

- Hard to find basic information on shoreline do's and don'ts.
- SMP big and unwieldy-need cliff notes
- More resources on website
- If Common Line extended to conforming lots, then should only allow if mitigation provides uplift.
- Summarize and engage the public
- Ecological connectivity to retain large predators
- Ag protection, with ecological requirements
- No more residential developments on shorelines
- Ecological connectivity is key, consider impacts to terrestrial ecology adjacent to shorelines
- Riverine floodplain impacts with increased climate change impacts need additional consideration
- Recommend change designation to Natural for all shorelines upstream from Everson

Bellingham Open House – 6.25.19

- Citizen science for data collection to inform policy
- How can SMP address concern related to whales, Chinook salmon?
- More county recognition of 'worst case' sea level rise scenarios
- Reference shore friendly program by DNR/WDFW in SMP
- Should not have ability to average buffers near environmentally sensitive areas (all shoreline because they are all sensitive)
- No new development in shoreline areas
- More monitoring and evaluation of no net loss
- No variances on docks (actually no new marine docks!)
- No reductions on setbacks
- No ship traffic (commercial) as herring, salmon, orca threatened
- Rising sea level-consider setbacks
- Loophole for view (setback) eliminated
- Habitat protection as priority- preserve, protect, restore!
- Limit variance provisions as they become the precedent here in Whatcom county
- I would like CC to strongly consider climate change and what it is requiring. We need, we must, stay ahead of this-especially given the country's current direction. Thank you!
- No docks-they should not be allowed-they are harmful to shoreline functions
- Non-conforming- do not classify as conforming. Non-conforming are meant to go away over time. That would be contrary to land use change that made it non -conforming & NC does not protect shoreline.
- No economic uses should be in SMP-it is not one of the three goals under SMA
- Emphasis needed on riparian corridors. The shorelines and creeks are crucial to biodiversity. The no. 1 trait of functional ecosystem is biodiversity and no. 1 requirement for biodiversity of habitat corridors
- Should require that climate change and sea level rising be addressed and included in plans/updates

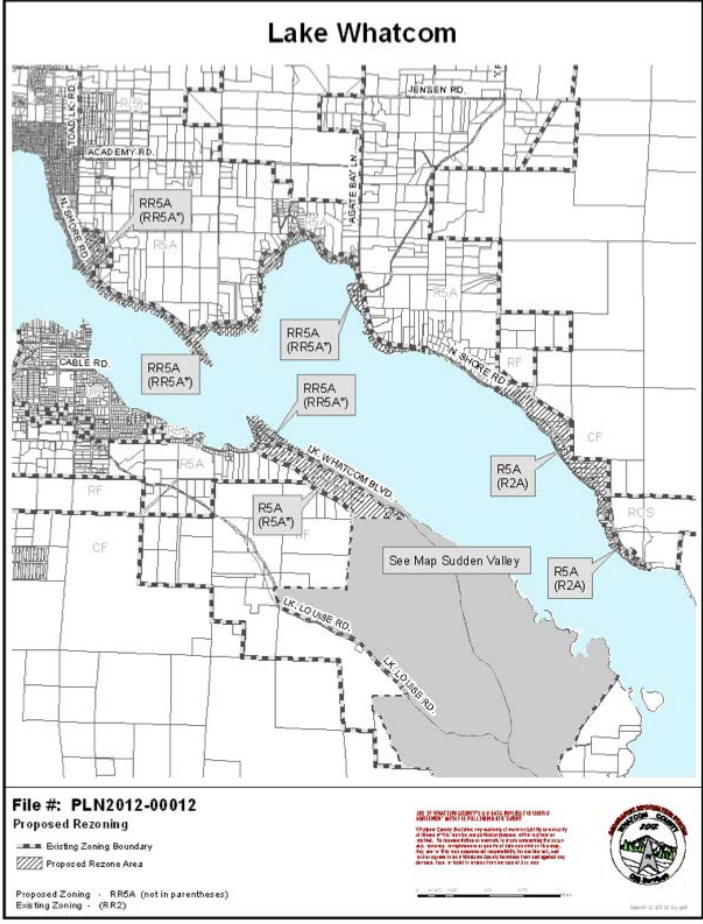
- Please prohibit any new docks at cherry point
- Better accessibility and interactive capabilities of shoreline jurisdiction mapping online
- Currently, very difficult to determine if you are within shoreline jurisdiction with large PDF online
- Measurement tools would also be helpful
- Permitting obstacles for utility repair/maintenance projects- due to size, linear fit, and cost often throws routine maintenance work into lengthy permit process. Is there a way to streamline the process and reduce the time needed for utility to permit? Often times, filling out applications more applicable to buildings and development (new construction)
- Just a curiosity question: will the county consider using climate projections or models on increased flooding for marine and freshwater shorelines to inform development decisions? This will most likely become an issue as time marches on. It would be a good idea to be ahead of the game and incorporate this (projections/models) into development decision-making process.
- Thanks for the presentation!
- Comprehensive plan, shoreline management plan/act, critical area ordinance and on and on... but it all gets funneled through planning and development services, whose charter is apparently do whatever can be done to ensure that any (add?) development be permitted, usually by mitigation which is a ridiculous concept. Destroy natural wetlands, forest, etc. and create and artificial replacement. This is arrogance and greed (think taxes) masquerading as a better solution than hundreds of thousands of years of natural process that creates the wetlands and forests. PDS must be an advocate for the environment, not developers or anyone who wants special dispensation to further destroy the country.

Via Email/Website

Comment #	Date	Commenter	Comment
1	6/13/19	Treva Coe, for the Nooksack Tribe & Salmon Recovery Staff Team	<p>Thanks for briefing Salmon Staff Team about the SMP update. We hope you continue to engage Salmon Staff Team at critical junctures.</p> <p>I wanted to request that you incorporate improved permit streamlining for priority salmon recovery project into the updates SMP.</p> <p>My understanding on the current situation is this:</p> <p>Per Whatcom County Code 23.60.02.2, Section O, exemptions are available for "Watershed restoration projects as defined in Chapter 11 and by RCW 89.08.460. The Administrator shall review the projects for consistency with the Program in an expeditious manner and shall issue its decision along with any conditions within forty-five (45) days of receiving a complete application form from the applicant/proponent. No fee may be charged for accepting and processing applications for watershed restoration projects as defined in Chapter 11.", i.e.</p> <p>(1) "Watershed restoration plan" means a plan, developed or sponsored by the department of fish and wildlife, the department of ecology, the department of natural resources, the department of transportation, a federally recognized Indian tribe acting within and pursuant to its authority, a city, a county, or a conservation district, that provides a general program and implementation measures or actions for the preservation, restoration, re-creation, or enhancement of the natural resources, character, and ecology of a stream, stream segment, drainage area, or watershed, and for which agency and public review has been conducted pursuant to chapter 43.21C RCW, the state environmental policy act. If the implementation measures or actions would</p>

Comment #	Date	Commenter	Comment
			<p>have a probable significant, adverse environmental impact, a detailed statement under RCW 43.21C.031 must be prepared on the plan.</p> <p>(2) "Watershed restoration project" means a public or private project authorized by the sponsor of a watershed restoration plan that implements the plan or a part of the plan and consists of one or more of the following activities:</p> <p>(a) A project that involves less than ten miles of stream reach, in which less than twenty-five cubic yards of sand, gravel, or soil is removed, imported, disturbed, or discharged, and in which no existing vegetation is removed except as minimally necessary to facilitate additional plantings;</p> <p>(b) A project for the restoration of an eroded or unstable stream bank that employs the principles of bioengineering, including limited use of rock as a stabilization only at the toe of the bank, and with primary emphasis on using native vegetation to control the erosive forces of flowing water; or</p> <p>(c) A project primarily designed to improve fish and wildlife habitat, remove or reduce impediments to migration of fish, or enhance the fishery resource available for use by all of the citizens of the state, provided that any structure other than a bridge or culvert or instream habitat enhancement structure associated with the project is less than two hundred square feet in floor area and is located above the ordinary high water mark of the stream.</p> <p>Our restoration projects do not qualify under this exemption, because our salmon recovery plan, which potentially could constitute a "watershed restoration plan," has not been subjected to SEPA.</p> <p>Instead our projects qualify for Shorelines exemption through WCC 23.60.02.2, Section P, i.e. when Joel provides a letter qualifying us for an exemption, which in turn occurs only after the project goes through SEPA and an HPA is issued. This is consistent with RCW 90.58.147, <i>Substantial development permit-Exemption for projects to improve fish or wildlife habitat or fish passage</i>.</p> <ul style="list-style-type: none"> Unlike section O exemptions, projects exempted under section P are not exempt from fees, nor are they afforded the expedited (45 day) project review. We also are subjected to varying degrees (depending on the site and reviewer) to mitigation requirements. <p>Specifically, we would like to request the following for projects on WRIA 1's 4-Year Work Plan (see Chinook Priority Areas section):</p> <ul style="list-style-type: none"> Expedited processing: 45 days, instead of the 180 days current Exemption from fees: we pay \$535 for SEPA fee and record/archiving, \$435 for Shoreline Fee and record/archiving. Reduce permit contingencies, i.e. the need to wait for WDFW to issue the letter – being on WRIA 1 4 year work plan should be sufficient Reduce redundant review and exempt projects from mitigation requirements – instead establish standard conditions, such as those identified for our Farmhouse Phase 3 project (attached) <p>Thanks for considering this request in the SMP update.</p> <p>(The commenter refers to the document "Exemption From The Shoreline Management Program Substantial Development Permit Requirement" permit number: SHX2018-00028. This document is referenced but not included in this comment listing.)</p>
2	6/20/19	Tani Sutley	"The review process provides the method for bringing shoreline master programs into

Comment #	Date	Commenter	Comment
			<p><i>compliance with the requirements of the act that have been added or changed since the last review and for responding to changes in guidelines adopted by the department, together with a review for consistency with amended comprehensive plans and regulations. Local governments should also incorporate amendments to reflect changed circumstances, new information, or improved data." 2(d) Page 4 Ecology's Summary of the Periodic Review Rule.</i></p> <p>Since the Whatcom County GMA 2011 compliance documents required some LAMIRDs be included in the comprehensive plan and those changes to the comprehensive plan were added in 2013 and were after the last SMP 2007--2008 update and reflect new local zoning changes.</p> <p>Can you please review the following LAMIRD Rural Community designations for consistency with the current shoreline management program designations and if updating the Shoreline Designation for the update is appropriate which I believe it is? My opinion is these new designations should be the Shoreline Rural designation. From the 2013 Whatcom County Comprehensive Plan Rural Element Update LAMIRD Report dated June 10th, 2013 the following shoreline areas appear to need their shoreline designations updated to reflect the GMA compliance documents and to be consistent with 2013 local zoning changes:</p> <ul style="list-style-type: none"> ▪ Cain Lake ▪ Emerald Lake ▪ Sudden Valley ▪ Sandy Point/Neptune Beach/Sandy Point Heights ▪ For the Nooksack River –I don't have enough information on the width of the river shoreline to know if the LAMIRDS in those areas need a shoreline review. <p><i>(Consultant Note: The Whatcom County report titled "LAMIRD Report – Proposed Limited Areas of More Intensive Rural Development and Zoning Map Amendments" updated June 10, 2013 referenced by this commenter but not included in these comments.)</i></p>
3	6/21/19	Laurie Caskey-Schreiber (former Whatcom County councilmember)	<p>Please add to the plan a section on sea level rise. We have people buying or building new homes in areas of our county (e.g., Sandy Point, Birch Bay, & Semiahmoo) that are routinely faced with annual flood issues now, and forecasts show this problem will only worsen over time. The public has a right to know the reality of the risks they are likely to face by living in these areas.</p>

Comment #	Date	Commenter	Comment
4	6/21/19	Tani Sutley	 <p>File #: PLN2012-00012 Proposed Rezoning Existing Zoning Boundary Proposed Rezone Area Proposed Zoning - RR5A (not in parentheses) Existing Zoning - (R2)</p> <p>So I did a little more research and found Shoreline Residential designations say this:</p> <p>Designation criteria. Assign a "shoreline residential" environment designation to shoreline areas inside urban growth areas, as defined in RCW 36.70A.110, incorporated municipalities, "rural areas of more intense development," or "master planned resorts," as described in RCW 36.70A.360, if they are predominantly single-family or multifamily residential development or are planned and platted for residential development.</p> <p>So this is not what I was thinking would be appropriate but it is in WAC173-26-211.</p> <p>The Shoreline Residential in other areas zoned incorrectly or rezoned Rural during 2011-2013 should be reviewed for consistency, such as the North Shore Road area I sent you.</p>
5	6/21/19	Tani Sutley	<p>I am attaching a brief reason for wanting a review of the some shoreline designations where LAMIRDs include shorelines which were changes to local zoning code in 2013. I can send the LAMIRD Report separately since it is a large file.</p> <p>Actually the 2011-2013 GMA compliance documents resulted in some other zoning changes that include some shoreline areas besides just the LAMIRDS.</p> <p>One area was North Shore Road on Lake Whatcom which became Rural in some areas. While not a LAMIRD that was a local zoning change since the last comprehensive SMP update in 2008 which by the guidelines suggest a shoreline</p>

Comment #	Date	Commenter	Comment
			<p>designation review is in order.</p> <p>These zoning changes were in the LAMIRD report I sent you yesterday under "Affected Areas with No proposed LAMIRD Designation page 77.</p> <p><i>(The Whatcom County report titled "LAMIRD Report – Proposed Limited Areas of More Intensive Rural Development and Zoning Map Amendments" updated June 10, 2013 is referenced but not included in these comments.)</i></p>
6	6/22/19 a	Tani Sutley	<p>Whatcom County Resolution No. 2016--039 dated Oct. 25, 2016 deals with revisions to existing Title 23 definitions and adds new definitions for vacation rentals and bed and breakfast business uses in shorelines.</p> <p>This resolution is still pending and not approved by legislative action yet those definitions could change the work being done for the current and ongoing periodic review public comment period and open houses.</p> <ol style="list-style-type: none"> 1. Is it appropriate to conduct a periodic review while changes to the existing SMP are pending? 2. While many items listed in the SMP Ecology checklist for Resolution No. 2016--039 were denied a complete review because it was a "limited" amendment, those same items should now be reviewed by checklist for cumulative impacts and no net loss. What state laws govern the priority for SMP updates being conducted at the same time? 3. Depending on the answer to question number 2, should the current and ongoing periodic update and scoping open house meetings be delayed or reopened until the unresolved issue of adding new definitions to the SMP is concluded?
7	6/22/19 b	Tani Sutley	<p>The shoreline designation described in our local SMP 23.30.062 includes Shoreline Residential Area Criteria and describes the designation is for density greater than one (1) unit per acre.</p> <p>However SMP 23.30.062 does not include all the designation criteria in WAC 173-26-211 describing the Shoreline Residential environment.</p> <p>Since Whatcom County rezoned many areas in the county in 2011-2013 for GMA compliance, many of these areas in shorelines were put into LAMIRDS and some rezoned Rural or rezoned to Rural as one unit per 5 acre zoning. A Comprehensive Plan update was completed as Ordinance 2011-013 & Ordinance 2012-032.</p> <p>Since these are local zoning changes that impact shoreline zoning since the last SMP update, I believe the current "periodic SMP update" should include a review of these changes as they impact shorelines.</p> <p>My question: WAC 173-26-211(4)(c) allows alternative systems for shoreline designation provisions but Whatcom County's "shoreline residential" environment does not match the guidelines for the shoreline residential definition, which is mostly for LAMIRDS, master planned resorts, incorporated municipalities and urban growth areas by definition.</p> <p>I believe Whatcom County should create two residential environment designations if they want to continue an alternative system of labeling these environmental designations instead of using the recommended classification system.</p> <p>"Local governments may establish two or more different "shoreline residential" environments to accommodate different shoreline densities or conditions, provided both environments adhere to the provisions in this chapter."</p> <p>Or perhaps some of the shoreline residential areas should be rezoned as "Rural" in</p>

Comment #	Date	Commenter	Comment
			<p>shorelines as part of this periodic SMP update to accommodate the 2011-2012 local zoning changes.</p> <p><u>Data</u></p> <p>WAC 173-26-211</p> <p>(4) General environment designation provisions.</p> <p>(c) Alternative systems.</p> <p>(i) Local governments may establish a different designation system or may retain their current environment designations, provided it is consistent with the purposes and policies of this section and WAC 173-26-211(5).</p> <p>(5) The designations.</p> <p>(f) "Shoreline residential" environment.</p> <p>(iii) Designation criteria. Assign a "shoreline residential" environment designation to shoreline areas inside urban growth areas, as defined in RCW 36.70A.110, incorporated municipalities, "rural areas of more intense development," or "master planned resorts," as described in RCW 36.70A.360, if they are predominantly single-family or multifamily residential development or are planned and platted for residential development.</p>
8	6/24/19	Betsy Gross	<p>I am a citizen of Whatcom County and it has been brought to my attention that you are the person to contact if I have comments about the update of the Shoreline Master Program (SMP). I also understand that in its current form, the SMP does not mandate that climate change impacts need to be included. I strongly recommend that this be included in the update of the SMP.</p>
9	6/25/19	Hanna Winter	<p>I'm writing to request that consideration of ecological connectivity be considered in the development of and review of the Shoreline Master Program updates.</p>
10	6/25/19	Tani Sutley	<p>This is my last comment and I'll take a copy to the meeting tonight.</p> <p>Since this deals with Resolution no. 2016-039 for unlimited transient housing in all shorelines I am including the Council. I did not copy them on my other comments.</p> <p><u>Pending SMP Definition Changes -- Whatcom County Resolution No. 2016-039</u></p> <p>Our Current SMP does not allow transient housing in shorelines and is excluded by the definition of Residential Development. Whatcom County has never enforced that shoreline provision allowing vacation rentals to develop a cottage industry everywhere in the county.</p> <p>Whatcom County Resolution No. 2016-039 was submitted to Ecology in 2016 and approved by Ecology to allow transient housing in all shorelines requiring a substantial development permit with the exception of Commercial Forestry and Industrial zones. The SHORELINE MASTER PROGRAM SUBMITTAL CHECKLIST did not require a cumulative impacts review because it was a "limited" amendment.</p> <p>Concerns:</p> <p>Whatcom County has not concluded the 2016 amendment for unlimited transient housing by passing a final ordinance.</p> <p>Should they pass it before the conclusion of this new "periodic" SMP update, I think scoping should include the cumulative impacts created by this new legislation in shorelines. This will not be necessary if Council removes this limited amendment.</p> <p>1. Vacation rentals and bed and breakfast units are not single-family residences, which are only intended for one family. Vacation rentals must be reviewed for the cumulative impacts of their unique high intensity multifamily</p>

Comment #	Date	Commenter	Comment
			<p>vacation use of the property for events, gatherings and lodging. Vacation rentals and bed and breakfast units only make use of existing single-family homes but are a separate use category. Vacation rentals and B&Bs are only residential in that they use a house built to residential standards.</p> <p>2. Lake Whatcom is a shoreline of statewide significance and should not have high intensity development in all designations.</p> <p>3. SDP – Substantial Development Permits need to include cumulative impact assessments as outlined in SHB No. 13-016c (January 22, 2014) Coalition to Protect Puget Sound Habitat v. Pierce County. Ecology Publication No. 17-06-029 Page 9 Shoreline Permitting Manual.</p> <p>4. Finally – if the cumulative analysis does find some designations can handle more intensive uses (which is why we have separate designations) that analysis must include enforcement provisions that meet SMA guidelines.</p> <p>5. The county proposed registry does NOT meet SMA enforcement guideline provisions.</p>
11	6/26/19	Tani Sutley	<p>Concerning: Critical Areas 23.10.060 Reference to plans, regulations or information sources</p> <p>Instead of referencing the Critical areas ordinance in 23.10.060, I would like the pending periodic SMP update to include the Critical areas regulations as a section of the SMP.</p> <p>1. It would be helpful for the public when obtaining permits to have all the information concerning shorelines in one place.</p> <p>2. When updating the Critical Areas regulations, Ecology should not have line--item veto power over the planning commission and technical committee program recommendations and before the Council is allowed to vote on the final product. Line--item veto power is not a public process and happens without any publication of those changes.</p> <p>3. Finally, Ecology should only ask for revisions by following the public procedure of posting their "Required or Recommended changes" after the local document is submitted to the Department of Ecology for review and approval and prior to formal adoption.</p> <p>4. It would be appropriate to post all the items deleted from the CAO by Ecology's recent CAO review that the Council was never allowed to vote on as part of this periodic SMP update.</p>
12	7/3/19	Tani Sutley	<p>I am concerned how the comments received during SMP public comment periods are being handled for Whatcom County. This is especially important since a new periodic update is currently in process.</p> <p>For example:</p> <p>Concerning Attachment B: Responsiveness Summary: Whatcom County SMP Amendment -- Ecology Public Comment Period, March 12 to April 2018</p> <p>Because the Critical Areas Ordinance is included by "Reference" instead of a section of the SMP, there is more need to make sure the public can find parts that apply and those parts that don't apply. I assume this would help PDS staff as well.</p> <p>Comment Number 2 requested cross reference of reasonable uses in 16.16.270 and 23.60.030 Variance permit criteria.</p>

Comment #	Date	Commenter	Comment
			<p>C. Proposals that would otherwise qualify as a reasonable use pursuant to WCC 16.16.270(A) shall require a shoreline variance and shall meet the variance criteria in this section.</p> <p>23.60.03 Variance Permit Criteria</p> <p>A. The purpose of a variance is to grant relief to specific bulk or dimensional requirements set forth in this Program and any associated standards appended to this Program such as critical areas buffer requirements where there are extraordinary or unique circumstances relating to the property such that the strict implementation of this Program would impose unnecessary hardships on the applicant/proponent or thwart the policy set forth in RCW 90.58.020. Use restrictions may not be varied.</p> <hr/> <p style="text-align: right;">45</p> <hr/> <p>WHATCOM COUNTY SHORELINE MANAGEMENT PROGRAM</p> <hr/> <p>B. Variances will be granted in any circumstance where denial would result in a thwarting of the policy enumerated in RCW 90.58.020. In all instances extraordinary circumstances shall be shown and the public interest shall suffer no substantial detrimental effect.</p> <p>C. Proposals that would otherwise qualify as a reasonable use pursuant to WCC 16.16.270A shall require a shoreline variance and shall meet the variance criteria in this section.</p> <p>County and Ecology Response:</p> <p><i>WCC 16.16.270(B)(2)(k)(ii) of the 2016 updated CAO (which would replace the current CAO applicable in the shoreline jurisdiction) already has a cross reference to 23.60.030.</i></p> <p>This part of the CAO concerns driveways as part of the single-family residence permit process in critical areas. Reasonable use as defined in 16.16.270 B is not limited to driveways and includes:</p> <p>"If the application of this chapter would deny all reasonable economic use of the subject property, including agricultural use, use or development shall be allowed if it is consistent with the zoning code and the purposes of this chapter."</p> <p>While I understand that 16.16.270 does not apply to Shorelines as listed in 23.10.060, the fact is 23.60.030 includes part of the criteria of 16.16.270.</p> <p>If a shoreline reasonable use permit project qualifies for 16.16.270 then the Whatcom County SMP allows the Variance permit criteria to apply.</p> <p>If Whatcom County and the public don't like this provision then it should be changed but the meaning as it stands now is clear. I didn't make this comment because I support or do not support it but to make the meaning clear.</p> <p>Comment process matters. The current CAO as it applies to the SMP is difficult for the public to use and needs improvement.</p> <p>It is unclear to me if Ecology and Whatcom County are properly processing comments to allow inclusion of those comments as "required changes" to the SMP amendments process.</p> <p>I hope you will rethink how comments are being handled.</p>
13	7/3/19	Karlee Deatherage, ReSources	<p>Thank you for accepting public comment on the scope of the Whatcom County Shoreline Master Program Periodic Update for 2020. RE Sources for Sustainable Communities is a local organization in northwest Washington, founded in 1982. RE</p>

Comment #	Date	Commenter	Comment
		Clean Water Program	<p>Sources works to build sustainable communities and protect the health of northwest Washington's people and ecosystems through the application of science, education, advocacy, and action. Our North Sound Baykeeper program is dedicated to protecting and enhancing the marine and nearshore habitats of northern Puget Sound and the Georgia Strait. Our chief focus is on preventing pollution from entering the North Sound and Strait, while helping our local citizenry better understand the complex connections between prosperity, society, environmental health, and individual well-being. Our North Sound Baykeeper is the 43rd member of the Waterkeeper Alliance, with over 300 organizations in 34 countries around the world that promote fishable, swimmable, drinkable water. RE Sources has over 20,000 members in Whatcom, Skagit, and San Juan counties, and we submit these comments on their behalf.</p> <p>Our valuable shorelines — which oysters, clams, herring, salmon, and even orcas rely on — are economically and ecologically critical for our North Sound way of life. However, these shorelines are in urgent need of protection. It appears that the way the SMP has been conducted for decades may be insufficient to protect our livelihoods and the fish and other wildlife that depend on healthy shorelines in the face of more frequent storms and population growth.</p> <p>Below are topics and issue areas we urge Whatcom County investigate during the SMP Periodic Update:</p> <ul style="list-style-type: none"> • Gravel bar mining prohibited in creeks and the river. Please make gravel bar mining, or gravel bar scalping, a prohibited activity in creeks and rivers unless it is expressly tied to a habitat restoration plan or flood hazard management plan which should then require a shoreline conditional use permit. Gravel bar mining in salmon spawning rivers provides little public benefit and great public risk for our threatened salmon species. • Please include the new Marine Resource Lands language in Chapter 8 of the Whatcom County Comprehensive Plan in this update and recommend it to the Whatcom County Council for approval. The Whatcom County Council directed staff to work with the Whatcom Marine Resources Committee, Planning Commission, and other relevant county committees to draft language on this new section of the Comprehensive Plan. Efforts were paused in 2018 at the Planning Commission because the SMP update was going to take place. Please reinvigorate this effort now that the SMP update is in motion. • Bulkheads and revetments for single family residential homes require Hydraulic Permit Approval from WDFW. Please include reference to HPA requirements to ensure consistency with the state as result of 2019 legislation (2SHB 1579). • Please reference the Shore Friendly Program that is available to shoreline property owners. This is a program offered by WDFW and DNR that provides information and financial incentives to existing shoreline property owners to reduce their impact. It's similar to the Lake Whatcom Homeowner Incentive Program. • Prohibit any new oil or gas pipelines from crossing above or beneath rivers and lakes. This would not apply to replacing or maintaining existing pipelines. • Mitigation requirements for hazard trees. Currently there's no requirement to mitigate, or replant, a hazard tree. We suggest adding a requirement to replant a native tree in an appropriate location on site for every hazard tree removed in the shoreline. • Please require that any manure holding facility permitted within the shoreline jurisdiction be in the form of above ground tanks or towers instead of earthen

Comment #	Date	Commenter	Comment
			<p>lagoons. In order to be protective of our waterways and groundwater, please make it mandatory for any new or replaced manure lagoons to be above ground in tanks or towers. Along the same lines, consider making manure lagoons a shoreline conditional use as well.</p> <ul style="list-style-type: none"> • Consider ways to improve protections for salmon and forage fish habitat. One possible way to do this is by prohibiting (or, at a minimum, making conditional) overwater structures, piers, docks, and wharfs over eelgrass and kelp beds. • Mitigation for bulkheads and revetments. How are bulkheads and revetments mitigated for on their impacts to shoreline functions and habitat for forage fish? If Whatcom County currently doesn't require mitigation for these impacts, what could be done to improve the situation going forward? • Lake Whatcom: <ul style="list-style-type: none"> ○ The City of Bellingham's SMP (Title 22, BMC) makes many mentions of Lake Whatcom and discourages certain new uses and activities like docks (a whole section in BMC 22.09.060 "Piers, floats, pilings - Lake Whatcom and Lake Padden) and the spraying of herbicides(BMC 22.05.020(B)(1)(n)). Please consider mirroring the City's SMP regulations for Lake Whatcom. ○ Please consider making docks, piers, and wharfs on Lake Whatcom a conditional use. • Cherry Point: please consider the following to protect the Cherry Point Aquatic Reserve: <ul style="list-style-type: none"> ○ Ensure conditional use permits are required for changes of use. ○ Define existing uses specifically. ○ Prohibit new piers, docks, wharfs, and wings at Cherry Point. • Consider ways to improve shoreline ecological processes and functions through a policy of net-gain instead of no-net-loss. The current standard of no-net-loss coupled with shoreline-degrading activities that took place prior to local SMP regulations makes maintaining and restoring threatened and endangered species that much more difficult, especially considering the impacts from climate change and population growth. • Please consider requiring the restoration of native vegetation and vegetation conservation standards (lawns and turf are prohibited) for any new building permits, expansions or change of use in the following areas: <ul style="list-style-type: none"> ○ Within 50' of the Ordinary High-Water Mark (OHWM) for Lake Whatcom ○ Within 50' of the OHWM for other water quality impaired waterbodies (via the Clean Water Act 303(d) list) • Consider the loss and disconnection of wildlife habitat as a result of shoreline development and actions. Intact riparian shorelines often serve as wildlife corridors and should not be disconnected. • Climate Change impacts on rising sea levels, storm surges, and riverine and marine flooding: <ul style="list-style-type: none"> ○ How has the OHWM changed on shorelines as a result of sea level rise since 2007? Shoreline maps should be updated to reflect any additional areas that are now considered within the 200' of the OHM as a matter of shoreline jurisdiction. ○ Storm surges, highest observed water levels, and flooding for marine and freshwater shorelines: how can the SMP protect, reduce, and/or plan for these impacts that will become more frequent? ○ Given the impacts of sea level rise on property and life, please prevent

Comment #	Date	Commenter	Comment
			<p>construction in areas that will be underwater in the next 30 years. The Washington Coastal Hazards Resilience Network has the best available science on this with various sea level rise projections depending on various greenhouse gas scenarios.</p> <ul style="list-style-type: none"> ○ Examples from local jurisdictions that incorporate climate impacts: ○ The City of Tacoma has included many updates in their 2019 Periodic Update regarding climate change impacts. Below are the additions they are proposing which Whatcom County could incorporate: <ul style="list-style-type: none"> ▪ A new general policy of "Evaluate sea level rise data and consider sea level rise risks and implications in the development of regulations, plans, and programs." (p. 66) ▪ New site planning policies: <ul style="list-style-type: none"> • "Development should be located, designed, and managed both to minimize potential impacts from sea level rise and to promote resilience in the face of those impacts, by such actions as protecting wetland and shoreline natural functions, incorporating green infrastructure, retaining mature vegetation, and considering soft-shore armoring wherever possible." (p. 69)3 • "Assess the risks and potential impacts on both City government operations and on the community due to climate change and sea level rise, with special regard for social equity." (p. 70) • "Promote community resilience through the development of climate change adaptation strategies. Strategies should be used by both the public and private sectors to help minimize the potential impacts of climate change on new and existing development and operations, including programs that encourage retrofitting of existing development and infrastructure to adapt to the effects of climate change." (p. 70) ▪ A new general policy for Critical Areas and Marine Shoreline Protection: "Protect natural processes and functions of Tacoma's environmental assets (wetlands, streams, lakes, and marine shorelines) in anticipation of climate change impacts, including sea level rise." <p>We urge Whatcom County to think outside the box when it comes to protecting our shorelines and communities and the wildlife that depend on them in the face of challenging threats. Whatcom County can become a leader on these issues.</p> <p>Thank you for considering our comments.</p>
14	7/3/19	Jim Hansen	<p>I am submitting the following suggestions on ways to enhance this year's SMP Update with the limited update context. We know that our shorelines and natural areas functions are not keeping up with the "no net loss" requirement. Please consider ways to encourage net-gain of shoreline and natural area functions and values, including those suggested below.</p> <ul style="list-style-type: none"> • Permit bulkheads only as a last-resort option. Prioritize natural, living shorelines to reduce the impacts of flooding instead of bulkheads that damage salmon and forage fish habitat. • Prohibit new overwater structures, piers, docks, and wharfs over salmon and forage fish habitat. • Require the restoration of native vegetation and vegetation conservation standards (lawns and turf are prohibited) for any new building permits, expansions or change

Comment #	Date	Commenter	Comment
			<p>of use in the following areas within 50' of the Ordinary High-Water Mark (OHWM)</p> <ul style="list-style-type: none"> • Cherry Point: please consider the following to protect the Cherry Point Aquatic Reserve: <ul style="list-style-type: none"> ○ Ensure conditional use permits are required for changes of use. ○ Define existing uses specifically. ○ Prohibit new piers, docks, wharfs, and wings at Cherry Point • Prohibit new manure lagoons in the shoreline. • Prohibit gravel bar removal (also known as river bar scalping) in creeks and rivers. This activity is not cost effective without massive public subsidies. • Lake Whatcom: <ul style="list-style-type: none"> ○ Prohibit the following in order to protect our drinking water from pollution from oil from boats: dredging, new commercial development, new in-water structures, piers, floats and pilings. ○ Include language in the SMP about the importance of Lake Whatcom as the source of drinking water for most of the County and the water quality improvement plan (TMDL). As per the City of Bellingham SMP • Climate change: How has the OHWM changed on shorelines as a result of sea level rise since 2007? <ul style="list-style-type: none"> ○ Shoreline maps should be updated to reflect any additional areas that are now considered within the 200' of the OHM as a matter of shoreline jurisdiction. ○ Storm surges, highest observed water levels, and flooding for marine and freshwater shorelines: how can the SMP protect, reduce, and/or plan for these impacts that will become more frequent? ○ Given the impacts of sea level rise on property and life, please prevent construction in areas that will be underwater in the next 30 years. The Washington Coastal Hazards Resilience Network has the best available science on this with various sea level rise projections depending on various greenhouse gas scenarios. <p>Thank you for you for attention to these suggestions. I know the citizens wish you to do more in this update than just repaint the deck chairs on the Titanic.</p>
15	7/5/19	Kim Clarkin	<p>Please take the opportunity this update offers to incorporate recent scientific understanding of climate change, as well as respond to and reduce the ongoing degradation of shorelines, habitats and their connectivity. Here are a few specifics.</p> <ul style="list-style-type: none"> • The SMP should explicitly recognize the Cherry Point Aquatic Reserve and its Management Plan (https://www.dnr.wa.gov/publications/aqr_resv_cp_mgmtplan_amend_201702.pdf?0bilab), which is currently being updated by DNR and a stakeholder committee. The county's shoreline management guidance for Cherry Point should accord with DNR's management strategies to work toward fulfillment of CPAR's goals. The goals for the aquatic reserve focus on maintenance and protection of: populations and habitat for a number of endemic and migratory aquatic species of interest; habitat-forming processes and functions; and water quality. Reducing human detrimental impacts on species and habitats is another goal. DNR and WDFW and others, with help from many volunteers, are working to monitor and understand the ecological system at the Reserve, so that conformance with these goals can be assessed. <p>The SMP should support Management Plan objectives such as the following:</p>

Comment #	Date	Commenter	Comment
			<p>2.1 Work cooperatively to identify and minimize existing and potential future water quality impacts on the nearshore environment resulting from outfalls, runoff, groundwater contamination, ballast, airborne sources, and other discharges to the Reserve. Monitor nearshore water quality and temperature and support local efforts to reduce adverse impacts over time.</p> <p>1.4 Consider climate change when planning restoration projects and future development.</p> <p>3.1 Prevent impacts of new structures, shoreline modification, intakes and outfalls on aquatic vegetation, forage fish spawning, and fish migration, and minimize risks of environmental impacts from existing industrial, residential, and recreational uses.</p> <ul style="list-style-type: none"> • The SMP should very definitely include climate change adaptation and damage-reduction strategies. For example, sea level rise and increasing storm surges will require responses, and these should be regulated such that wetlands, wood, and other 'natural' techniques for reducing damage will be required in lieu of rock and concrete walls. The SMP should not stop at general guidance, but should call out specific requirements and criteria for flexibility. Staying with a 2007 baseline and resource evaluation would be counter-productive given the changes in both climate and our understanding since then. Surely high water marks have changed since 2007, haven't they? • The SMP should establish quantitative ways to evaluate development permits in terms of no net loss of ecological function. Policy guidance is simply too flimsy to rely on, and staff should not be put in the position of making judgments based on generalities. What is the status of ecological functioning along the county's shorelines? How has that changed since 2007? Are requirements being implemented in actual permits or are variances undermining them? Are they working or not? • I support RE-Sources request that the SMP prevent gravel bar scalping except where life and property are at risk. In that case, the proposal should require a public CUP process before being permitted.
16	7/8/19	Jay Irwin	<p>As you know I have been doing a lot of permitting for dock projects (dock repairs as well as new docks) the last few years. A couple of issues/concerns I'd like to comment on are...</p> <ol style="list-style-type: none"> 1. The dock length requirement as it relates to water depth for adequate moorage. Requiring moorage in shallow water conflicts with habitat protection as it increases over water coverage with floats/platforms/moorage etc. in the nearshore. More flexibility should be added to allow moorage in deeper water. The current policy was likely implemented prior to modern wakeboats/wake surfing popularity which with my understanding creates more wave action and can cause floats in shallow water to contact the lake bed. 2. Float size. Working with Lakeside Marine (a dock contractor) they have expressed concerns that the current maximum size float (6' x 20') is very small and difficult to stabilize and provide safe walking conditions for people. This question should get re-looked at during the update. 3. Trying to figure out the requirements for a shared dock is really difficult and unclear. It should be made clearer in the code. Sharing moorage should be encouraged but my limited permitting experience with it has shown it to be very cumbersome and frustrating for property owners.

Comment #	Date	Commenter	Comment
17	7/8/19	Rick Hann, for The Cherry Point Aquatic Reserve Citizen Stewardship Committee	<p>The Cherry Point Aquatic Reserve Citizen Stewardship Committee (CPAR CSC) is a volunteer citizen group working for the betterment of The Cherry Point Aquatic Reserve. Please note that we do not speak for the Washington Department of Natural Resources, which manages the Reserve. We write this letter with the following requests:</p> <p>During your review process of the Shoreline Master Program please remember to both recognize the Cherry Point Aquatic Reserve and consider the uplands adjacent to the Aquatic Reserve.</p> <p>We ask you to:</p> <ul style="list-style-type: none"> • Ensure conditional use permits are required for changes of use in the Cherry Point area. • Define the existing uses specifically. • Prohibit any new over-water construction at Cherry Point. • In order to support the multitudes of marine creatures that exist we have to preserve and sustain, rather than exploit, the quality of our local aquatic resources, now and into the future. <p>Thank you for considering our comments.</p>
18	7/12/19	Rein Attemann, for the Washington Environmental Council	<p>We support many of the provisions in the existing shoreline management program and the suggested improvements. We echo the recommendations to improve the Whatcom County Shoreline Management Program (SMP) submitted to you by Re Sources for Sustainable Communities in their letter dated July 3, 2019.</p> <p>Below are the topics and issue areas we urge you to include in your resolution of scope for the periodic update of the SMP:</p> <ul style="list-style-type: none"> • Permit bulkheads only as a last-resort option with a conditional use permit. Prioritize natural, living shorelines to reduce the impacts of flooding instead of bulkheads that damage salmon and forage fish habitat. Additionally, all property owners seeking to construct a bulkhead on the shoreline of their property must receive Hydraulic Project Approval (HPA) from the Washington Department of Fish & Wildlife per 2SHB 1579 starting July 1, 2019. • To protect the Cherry Point Aquatic Reserve please require conditional use permits for changes of use, define existing uses specifically, and prohibit new piers, docks, wharfs, and wings at Cherry Point. • Prohibit new oil or gas pipelines from crossing rivers and lakes and limit the expansion of existing infrastructure. • Protect water quality in Lake Whatcom, a critical source of drinking water for Whatcom County, by prohibiting the following: dredging, new commercial development, new in-water structures, new piers, floats and pilings. Include language in the SMP about the importance of Lake Whatcom as the source of drinking water for most of the County and the water quality improvement plan (TMDL). The City of Bellingham did that for their SMP and the County should follow suit. • Prohibit overwater structures, piers, docks, and wharfs over salmon and forage fish habitat. At the very least require a conditional use permit. The threat of more overwater structures like docks, piers, wharfs, floats, and ramps would also affect eelgrass and kelp beds that provide shelter for juvenile salmon and herring (the smaller fish they eat) — damaging habitat needed to support the food chain that orcas depend on. • Require the restoration of native vegetation and vegetation conservation standards (lawns and turf are prohibited) for any new building permits, expansions or change of use in the following areas within 50' of the Ordinary High-Water Mark (OHWM)

Comment #	Date	Commenter	Comment
			<p>for Lake Whatcom and Whatcom Fish-critical tributaries on the Clean Water Act 303(d) list for Temperature impairment.</p> <ul style="list-style-type: none"> • Prohibit new agricultural manure lagoons in the shoreline buffer. • Prohibit gravel bar removal (also known as river bar scalping) in creeks and rivers. • Consider the loss and disconnection of wildlife habitat as a result of shoreline development and actions. Shorelines often serve as wildlife corridors and should not be disconnected. • Whatcom County shorelines and natural areas functions are not keeping up with the "no net loss" requirement, which decreases ecosystem services provided by these areas and shifts problems to future generations. The County should encourage net-gain of shoreline and natural area functions and values through a more robust monitoring and enforcement effort to analyze compliance effectiveness. <p>Finally, the SMP update must plan now for changes in the coming years and decades to avoid passing costs of climate change to future generations.</p> <p>Climate change is triggering fiercer storms and rising sea levels that endanger coastal shorelines (like the storm event that damaged Birch Bay Drive and the Bay Breeze Restaurant in December 2018). Contaminants from stormwater runoff, invasive aquatic plants and mollusks, and toxic algae blooms threaten our drinking water and are destroying important freshwater shorelines and fish habitat.</p> <p>Specifically, we recommend the County address the following issues:</p> <ul style="list-style-type: none"> • The OHWM, which defines the shoreline, has likely changed since 2007. Therefore, the shoreline maps should be updated to reflect any additional areas that are now considered within the 200' of the OHM as a matter of shoreline jurisdiction. • The SMP should directly address storm surges, highest observed water levels, and flooding for marine and freshwater shorelines by protecting, reducing, and/or planning for these impacts that will become more frequent. <p>Given the impacts of sea level rise on property and life, the County must prevent construction in areas that will be underwater in the next 30 years. The Washington Coastal Hazards Resilience Network has the best available science on this with various sea level rise projections depending on various greenhouse gas scenarios.</p>
19	7/11/19	Climate Impact Advisory Committee	Motion by the CAIC to "include climate change and storm surge policies in the Shoreline Management Plan."
20	7/12/19	Wildlife Advisory Committee	Motion by the WAC to "include living shorelines, ecological connectivity between upland habitats and the shoreline, ecological connectivity along the shoreline, and the consideration of key ecosystem features within the shoreline in the scope of the Shoreline Master Program update."



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-394

File ID:	AB2019-394	Version:	1	Status:	Agenda Ready
File Created:	07/10/2019	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Presentation		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Review and update on the Design2Last Scope of work for the Existing Whatcom County Jail and discussion and feasibility of a smoke evacuation system in the Jail; discussion with Whatcom County Facilities and the Design2Last consultant team

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contractor Memo: Design2 Last, Contractor Memo: SCBC Eng., Contract, AB2018-042

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



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

MEMORANDUM

TO: Whatcom County Executive
THROUGH: Tyler Schroeder, Deputy Executive
FROM: Rob Ney, Project and Operations Manager
DATE: July 18, 2019
RE: Design2Last Scope of Work for existing Jail

Background and History:

October 11, 2016: Design2LAST issued the final assessment report for the existing Jail (<http://www.whatcomcounty.us/DocumentCenter/View/23949/Design2-Last-Jail-Building-Assessment-Final-Report>). This report outlined the deficiencies within the existing jail, and presented a long list of task items for consideration.

On November 8, 2017: The Council approved Contract Amendment #2 for Design2LAST (attached Pages 195-207 Council Packet), which defined the task items that would be included in the plans and specifications phase of work, ultimately leading to a construction contract. This contract amendment also included a design charrette meeting to further discuss the task items that should be included in the scope of design work.

November 28, 2017: The design charrette was held with the Jail Stakeholders. The result of this Charrette was a list of additional task items to consider adding to the design phase scope of work.

January 30, 2018: Staff brought forward to the Council the result of the Design Charrette (Agenda Bill attached), which included additional scope items to consider. This scope of work included 18 additional scope items out of a list of 20 possible items. Also included for consideration were "Concept Designs" tasks which were potential task items that would *further* discuss and analyze certain task items and perform a code compliance and constructability analysis of an additional 5 items. The first item on this "Concept Design" list was "Provide a code-compliant smoke evacuation system", task item 21. At the 1/30 meeting, the

Council did not discuss these additional “Concept Design” task items and it was discussed that upon request, these items could come back for discussion and consideration.

Purpose of Further Discussion:

It has been proposed by Councilmember Donovan to further discuss the smoke evacuation system task item. Staff has asked Design2LAST to outline this task item, discuss the design and constructability complications and be on hand to answer questions on this topic.

Additionally attached is a Memo from Lauri Strauss from Design2LAST.



Lauri Strauss, AIA LEED AP BD+C
lauri@design2LAST.com

543 Main St, Suite 101
Edmonds, WA 98020
o. 425.673.7269 c.907.317.5040
www.design2LAST.com

Memorandum

To: Whatcom County Council
Through: Rob Ney, Project and Operations Manager, Tyler Schroder, Deputy Executive
From: Lauri Strauss, AIA, LEED AP BD&C, President CEO, design2 LAST, inc
Date: July 18, 2019
Re: design2 LAST, inc Scope of Work for Existing Jail

We concur with Mr. Ney's outline of the history regarding the research, presentation and decisions made regarding the Smoke Evacuation system. In addition, we offer the following:

October 11, 2016: It is important to note the context of the phase 1A report, which was that the existing Jail was being replaced and the county wanted only to address the most serious issues to ensure the Jail would survive another 5-7 years. design2 LAST was awarded the contract to complete a Facility Condition Assessment on both the Jail and Work Center Buildings. During this assessment, our Jail Expert realized the Jail did not have a smoke evacuation system and this was included in our report. The estimate of ~\$817,000 was based solely on comparable systems in new facilities and not on any actual research of this facility.

July 17, 2017: You will note that this Phase 1B report contained much more detail regarding the smoke evacuation system. The research and conclusions documented here were based on review of as-built design drawings, review of the existing structural system, review of the existing HVAC system, review of the existing electrical system, and review of past and current building codes. This report documented the extensive demolition and new construction work that could be anticipated to install a new code compliant smoke evacuation system. The design team tried to capture all the major issues, and include concept sketches, knowing once design begins, there will be unforeseen circumstances yet to address. The estimate from the information presented in this report indicates a cost of ~\$4.1 million. Upon completion of this research our recommendation to the council was to not move forward with this scope of work. (*The following page describes the scope of work presented in Phase 1B report to install a smoke evacuation system.*)

November 28, 2017: The original plan for the charrette was to confirm the recommended scope listed in the Phase 1B report, which did not include the smoke system. Since this occurred shortly after the second county vote where funding for the new jail did not pass, the meeting became more of a reevaluation on the priorities at the existing jail repairs. While several new scope items were added, the smoke evacuation system was not.

Since our presentation to the council in **January of 2018**, when this concept design study was tabled, we have done no further research or cost estimates for the smoke evacuation system. **Moving forward with design may prove problematic. My current design team has expressed great concern regarding the risk they would undertake to design such a complex system in the existing jail. We do not believe the construction can be done if the jail is intended to remain occupied during that process.**

Present: After the charrette, our team agreed to accelerate the detention door scope as the top priority for the County. We are currently in the construction administration phase of that scope. Now that the work is underway, we plan to pick back up on design of the scope for the other tasks. We are approximately 50% at this time, having made several scope adjustments at the Counties request.

Smoke Evacuation System - scope of work

Scope Option 7-1 –Provide a code-compliant smoke control system in each of the two-story housing units to maintain the smoke layer 6 feet above the floor level of the upper cell. Refer to attached sketch M7.01.01 through M7.01.05.

- a) Two 7.5hp upblast type exhaust fans (similar to Greenheck TAUB 42H) will be installed on the roof of each housing unit centered between the upper cell wall and the duct enclosure on the east wall. Fans will provide independent smoke exhaust systems for each housing unit.
- b) 48x18 exhaust ductwork will be routed just below the ceiling of the housing units, outside the cells, between the two exhaust fans and on the outside of each exhaust fan (refer to sketches). The ductwork shall have multiple 18x13 exhaust grilles installed in the side of the ductwork (refer to sketches for quantity). Each grille shall have a balancing damper with an access door for field modulation of each pair of balancing dampers. Exhaust grilles shall be similar to Kruger series 1310. Ductwork will be enclosed in protective gyp cover like the existing sprinkler piping.
- c) 48x24 make-up air openings will be required in the walls of the lower cells. Each opening will require a thermally insulated isolation damper. Openings will receive security bars similar to the existing ones at the cell windows.
- d) The existing pipe chases will be used as a pathway for make-up air drawn to the roof. A 24x24 security type grille similar to Kruger series 1310 will be installed per pipe chases at the lower cell level. An intake penthouse will be installed on the roof for each pipe chase at approximately 34x34 in size, installed on a roof curb, and provided with a motorized isolation damper. The make-up grille will have a balancing damper. Refer to attached sketches for quantity.
- e) Draft curtains will be installed 4 feet apart on either side of the lower cell doors. Refer to attached sketches.
- f) Install a new generator and connect the new equipment to the new emergency power system. The new equipment will connect to the fire alarm system.
- g) The cell doors will connect to the fire alarm system or be manually opened by the deputies in order for the make-up air to get to the exhaust fan. (In order for the make-up air to get to the exhaust fan, the lower level cell doors will need to be opened).
- h) The gunnite and insulation on the outside of the west wall will be removed and an estimated new 4"-6" +/- thick reinforced shotcrete layer added to carry the roof load.
- i) A new foundation wall will be added to the outside of the existing foundation wall in this location.
- j) The roof openings would be placed in each 8' wide hollowcore slab, which will require the removal of the entire 27'-4" spanning hollowcore roof slab over the housing units. Removal of the hollowcore slab will require a crane to lift the individual hollowcore slabs as they are sawcut free. The existing concrete at each end of the hollowcore will need to be carefully chipped away to free the panel from the wall dowels and embed connections. Each roof panel will be replaced by an approximately 12" thick conventionally reinforced concrete slab. This process will need to be phased, with replacement work occurring simultaneously with the removal work, so that the bearing walls are not left unbraced due to a missing roof diaphragm for long periods of time.
- k) Remove the existing abandoned generator. (The existing facility emergency/standby power system (described below) would not support the new smoke control system.)
- l) Provide new emergency/standby diesel engine generator to be installed in the basement generator room where the abandoned generator was removed. Conceptual generator system size is 300kW/375 kVA.
- m) Provide new 600 Amp ATS and output distribution panelboard and associated normal and emergency feeders.
- n) Provide branch panelboard(s), motor controllers and branch circuits to supply smoke management fans, dampers and associated controls.
- o) Provide fire alarm detection, signaling and smoke management system controls.

SCBC Engineering PLLC

AE Program Management | Structural Engineering
 543 Main St, Suite 106
 Edmonds, WA 98020

To: Lauri Strauss Principal in Charge design2 LAST inc 543 Main St., Suite 101 Edmonds, WA 98020	Date: July, 22,2019
From: Brian Moll, P.E., S.E.	Project: Whatcom Cty Jail – Smoke Evac
	SCBC Project #: d2L-1-2018
	No. of Pages: 2 Pages

Smoke Evacuation System – Structural Commentary:

Hollow core slab by its very nature is not conducive to large openings being cut into it after it has been designed and installed. Openings for a hollow core slab designed system typically require all openings be known and located on the design drawings so that the hollow core slab manufacturer can adjust the prestressed strand layout and add mild reinforcing and/or steel embeds to address the loss of strength and stress concentrations that result from the opening. Openings are limited in size, and quite often located so that it is shared between two adjacent panels. This is true whether the hollow core slab is used in the horizontal orientation such as a floor or roof slab, or the vertical orientation such a bearing/shear wall.

The size of the penetrations through the roof hollow core slab, required for the smoke evacuation system, 36x36 and 48x48 would compromise the structural integrity of the existing hollowcore slab. Therefore, the existing hollow core roof slab would need to be removed and a new cast-in-place system added back in with the smoke evacuation system penetrations cast in. This would allow the additional reinforcing necessary to address the penetrations in the new conventionally reinforced slab.

The openings would essentially occur in each 8' wide hollow core slab, therefore requiring the removal of the entire 27'-4" spanning hollowcore roof slab over the housing units. Removal of the Hollowcore slab would require a crane to lift the individual hollowcore slabs as they are sawcut free. In addition the existing concrete at each end of the hollowcore would need to be carefully chipped away to free the hollowcore from the wall dowels and embed connections. The roof would be replaced by an approximately 12" thick conventionally reinforced concrete slab. It is likely this process would need to be phased, with replacement work occurring simultaneously with the removal work, so that the bearing walls were not unbraced due to a missing roof diaphragm for long periods of time.

For the hollowcore wall panels at the western side of the housing units, the new 24"x48" penetrations would also likely compromise the integrity of the vertical and lateral load carrying ability of the panels. In this instance, the stucco and insulation would need to be removed and an estimated new 4"-6" +/- thick reinforced shotcrete layer added to compensate. It is likely this additional shotcrete load would need to be carried down to foundation.

CONCLUSIONS/LIMITATIONS:

1. It seems that due to the complexity and inherent risk with this type of strengthening / upgrade required to accommodate the proposed smoke evacuation system, that the jail would need to be empty of county workers and inmates, in and adjacent to, the area in which the work was being done.
2. It would be prudent to bring on a General Contractor that does this type of upgrade work as a consultant to discuss likely costs, risk, potential safety, and phasing issues.

Please contact us if you have questions.

Signed: Brian E. Moll PE, SE

Date: 22 July 2019

Sincerely,
Brian E. Moll PE, SE
Principal-in-Charge

brian.moll.se@gmail.com
www.scbcengineering.com
Ph 425.745.9926 (C 206.351.2217)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201607005-2

Originating Department:	Facilities Management
Contract or Grant Administrator:	Michael Russell
Contractor's / Agency Name:	design2LAST, inc.
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201607005 - 1</p>	
<p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>	
<p>Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p>	
<p>Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p>	
<p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): 16-13 Cost Center: 337100</p>	
<p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p>	
<p>If YES, indicate exclusion(s) below:</p> <p><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 370,287.20</p> <p>This Amendment Amount:</p> <p>\$ 543,000.00</p> <p>Total Amended Amount:</p> <p>\$ 913,287.20</p>	<p>Contracts that require Council Approval (incl. agenda bill & memo)</p> <ul style="list-style-type: none"> Professional Services Agreement above \$20,000. Bid is more than \$50,000. Amendments that have either an increase greater than 10% or provide a \$10,000 increase in amount (whichever is greater) <p>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</p>
<p>Summary of Scope: This contract Amendment #2 is between Whatcom County and design2LAST, inc. is for the Contract for Services Agreement, Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building) and Work Center.</p>	
Term of Contract:	Expiration Date: 12/31/18

Contract Routing:	1. Prepared by: Dee Ebergson	Date: 10/10/17
	2. Attorney signoff: <i>[Signature]</i>	Date: 10/11/17
	3. AS Finance reviewed: <i>[Signature]</i>	Date: 10/28/17
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: <i>[Signature]</i>	Date: 10-25-17
	6. Submitted to Exec.: <i>[Signature]</i>	Date: 10-30-17
	7. Council approved (if necessary): <i>[Signature]</i>	Date: 11.8.17
	8. Executive signed: <i>[Signature]</i>	Date: 11.9.17
	9. Original to Council: <i>[Signature]</i>	Date: 11-14-17.

Last Edited 060414

CONTRACT AMENDMENT #2
Consultant Services Agreement
Building Assessment Studies and Cost Estimates for Capital Improvements
At the Jail (Public Safety Building) and Work Center

This AMENDMENT is to the Contract made between Whatcom County and design2LAST, inc., June 30th, 2016 and designated "Whatcom County Contract No. 201607005". In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment modifies the contract language as listed in Exhibit "A" and Compensation Exhibit "B". The total for Amendment #2 is \$543,000.00 for a new total of the contract with the amendments will be in the amount of \$913,287.20 including applicable Washington State Sales Tax.

This amendment modifies the original contract termination date to be extended until December 31, 2018.

Unless specifically amended by this agreement all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect stated.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25 day of OCTOBER, 20 17

CONTRACTOR:




Lauri Strauss, AIA LEED AP BD&C, President & CEO
 Design2LAST, inc.

STATE OF)
) ss
 COUNTY OF)

On this 25th day of October, 20 17, before me personally appeared Lauri Strauss, AIA LEED AP BD&C to me know to be the President and CEO at design2LAST, inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




Patrick Scanlan
 (printed name)
 NOTARY PUBLIC in and for the State of Washington
 residing at Edmonds

My commission expires 9/7/2020

WHATCOM COUNTY:
Approved as to form:

L. Gailing 10/11/17
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: [Signature]
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 9th day of Nov, 2017, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Arden Landry
ARDEN LANDRY
(printed name)
NOTARY PUBLIC in and for the State of Washington
residing at Bellingham
My commission expires 05.25.2019

CONTRACTOR INFORMATION:

design2LAST, inc.

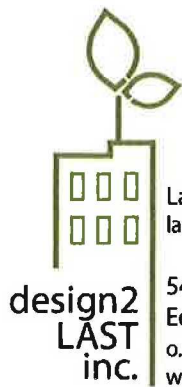
Address:
design2LAST, inc.
543 Main Street, Suite 101
Edmonds, WA 98020

Mailing Address:
543 Main Street, Suite 101
Edmonds, WA 98020

Contact Name:
Lauri Strauss, AIA LEED AP BD&C, President & CEO

Contact Phone:
(425) 673-7269

Exhibit "A"



Lauri Strauss, AIA LEED AP BD+C
lauri@design2LAST.com

543 Main St, Suite 101
Edmonds, WA 98020
o. 425.673.7269 c.907.317.5040
www.design2LAST.com

25 September 2017

Garrett Maupin, Construction Coordinator, Whatcom County Facilities Management
316 Lottie Street,
Bellingham, WA 98225

RE: **Whatcom County Jail Improvements: Contract # 201607005 – Phase 2 and 3
Bellingham, WA**

Dear Mr. Maupin,

design2 LAST, inc is pleased to offer architectural and engineering design services to Whatcom County for the Jail Improvements project. Attached is our fee proposal information for the work to perform these services. The following documents are our understanding of the scope of services and deliverables we are to provide for Phase 2, Design and Construction Documents; and Phase 3, Construction Administration Services for this project.

Project Description

design2 LAST was retained by Whatcom County to perform building assessments on the existing Jail, (Public Safety Building) and the existing Work Center – formally known as Phase 1A. Whatcom County then selected ten tasks to further refine in Phase 1B with more detailed scope and costing. Whatcom County, following the recommendation of the team, has now decided to proceed with design (Phase 2) and construction (Phase 3) of the scope options recommended in Phase 1B (see Schedule 'A').

Phase 2	Milestones*	Fee
	Design Charrette	\$74,360
	50% Over-the-Shoulder review	\$76,430
	65% Design Development	\$56,000
	100% Design Draft	\$88,000
	100% Final Bid Documents	\$13,140
	Consulting Services During Bidding and Negotiations	\$10,787
Phase 3	Construction Administration Services	\$224,283
*Refer to Schedule A for SCOPE OF SERVICES TRAVEL EXPENSES are included in the proposal *Refer to Schedule 'B' for milestone deliverables		\$543,000

Sub Consultants

design2 LAST has included the team members listed below for Phases 2 and 3:

Architects Rasmussen Triebelhorn (A-RT)..... Criminal Justice Facility Design and Operations
Sāzān Group..... Mechanical, Electrical, and Fire Protection Engineering
Clevenger and AssociatesKitchen and Laundry Design
ProDims Cost Estimating
SCBC Engineers.....Structural Engineering - QC

Schedule

design2 LAST is prepared to begin work on this contract immediately. We will complete a design and construction schedule upon receiving approval on this proposal.

Fees

The fees listed above are offered as a lump sum basis. Each task will be invoiced by **design2 LAST** monthly on a percentage complete basis, and/or upon completion of a task. ~~The attached fee breakdown is confidential and issued for your information only.~~ Upon approval, this work can be added as amendment to our existing contract.

I thank you for this opportunity and look forward to continuing our work on this project. If you have any further questions regarding this proposal, please feel free to contact me.

Sincerely,



Lauri Strauss, AIA LEED AP BD&C, President and CEO

SCHEDULE 'A' SCOPE OF SERVICES

These scope options will be collectively referred to as the “**Whatcom County Jail improvements**” project for the Phase 2 and 3 efforts.

- 4-1 – Improvements to domestic water distribution piping system
- 4-2 – Improvements to condensate drain pans of the AHU cabinets
- 5-1 - Provide new wet pipe sprinkler protection in the second and third floor housing units
- 5-2 - Extend wet pipe and dry pipe sprinkler protection to unsprinklered non-housing areas
- 5-3 - Sprinkler system maintenance and repair
- 8-1 - Replace items that have exceeded their useful life
- 8-2 - Replace items that have an expected remaining life of less than five years
- 8-3 - Repair: Walk-In Cooler/Freezer, Disposer at Pot Wash
- 8-4 - Replace existing electrical panelboard serving kitchen equipment
- 9-1-9-11 - Replace/repair door hardware on commercial type doors.
- 10-1-10-12 - Replace all detention cell doors, including detention hardware. Replace specific hardware pieces identified on other detention doors listed.
- 12-1B - Provide UL924 listed “bugeye” emergency lighting units with integral batteries in critical jail spaces
- 12-2 - Provide UL924 listed “bugeye” emergency lighting units with integral batteries in elevator cabs
- 12-3 - Provide UL924 listed “bugeye” emergency lighting units with integral batteries in recreation area
- 12-4 - Re-circuit existing lighting in the dormitory spaces to provide additional emergency lighting beyond the current single lamp “night lights”.
- 17-1 – Modify the sanitary drain from the kitchen to minimize backups and prevent water from flowing toward the cleanout
- 17-2 – Modify shower drains in the cells that are beginning to fail
- 17-3 – Seal the floor of first floor restroom next to the shower room in the north east corner of the building
- 17-4 – Modify the drain pipe in the clothes washing machine drain room and provide ventilation to the space to remove moisture and odors

Scope includes the following:

1. Additional field investigation by relevant disciplines prior to design effort.
2. Design Charrette – 4-6 hour meeting to include in-person participation of all design team members, facilities personnel, and Jail staff.
3. Design work and construction documents required to address the SCOPE OPTIONS listed above and confirmed by the charrette.
4. Plans and specifications showing the affected spaces only.
5. Electronic delivery (via dropbox or A360 site) of the 22"x34" drawing set and 8-1/2" x 11" specification booklet in PDF format for the Charrette report, 50% over-the-shoulder review, 65% submittal, 100% draft, and 100% final (Bid) submittals.
6. Web-based review conference of 50% documents with virtual participation by the design team.
7. Project Manager, Engineers, Justice Consultant, and Cost Estimator Participation at a 65% review conference at facilities office in Bellingham. Kitchen Consultant will participate via phone conference.
8. Project Manager Participation at the 100% review conference at facilities office in Bellingham. Engineers and consultants will all participate via phone or Web Conference.
9. Construction cost estimates for the Charrette, 50% over-the-shoulder review, 65% review, 100% draft, and 100% final (Bid) submittals to a level of detail comparable to the phase of design.
10. Four (4) Sets Hard Copies of the 22"x34" drawing set and 8-1/2" x 11" Specifications and Supplemental Information for the Charrette report, 65% review, 100% draft, and 100% final (Bid) submittals.
11. Coordination with the permitting agencies as required for the project scope.

12. Design team participation during the bidding and negotiating phase of the project: i.e. responding to bidder questions, issuing document clarifications, telephonic participation in a pre-bid conference, and consultation during contractor selection.
13. Design team participation in administration of the construction contract: i.e. responding to contractor questions, issuing document clarifications, review of contractor submittals, review of contractor schedule, review of contractor applications for payment, etc.
14. Project Manager will attend and lead the weekly construction meetings in Bellingham. Engineers and consultants will attend construction meetings when pertinent to their discipline, otherwise, their participation will be via phone or Web Conference.
15. Record drawings of work effort in affected spaces will be provided.
16. Participating in a pre-construction conference (Project manager in person, engineers and consultants via telephone).
17. Site observation visits and report of construction activities during the construction phase.

Exclusions

The following are not anticipated to be necessary for this contract and are not a part of the services described above. These services can be added to our contract at our standard hourly rates or on an "as needed" basis.

1. Detailed record drawings of the entire facility outside of the areas of work covered by this contract.

Rate Schedule

Additional effort not described in the scope above may be provided as requested on an hourly basis per the following rates:

Principal Architect/Project manager	\$175.00
Professional Engineer/Sr Architect	\$150.00
Drafting/Revit/AutoCAD	\$125.00

SCHEDULE 'B' DELIVERABLES

Electronic Delivery in PDF format (Included with all options)

All scope options will be included as one project, one set of documents. Each deliverable package includes:

- 22"x34" drawing sheets
 - Existing conditions/Demolition plans, drawings for new construction including plans, elevations, details, as necessary to describe the work
- 8 ½" x 11" sets:
 - Specifications (65%, 100% submittals only)
 - Supplemental Information
 - Design Analysis (Charrette, 50% submittals only)
 - Cost Estimate
 - Comments and responses from review meetings

Final Submittal will include electronically stamped documents.

Hard Copies

- Four (4) sets 24"x36", black and white, drawings on bond:
- Four (4) sets 8 ½" x 11" bound, black and white, specifications:
- Four (4) sets 8 ½" x 11", black and white, supplemental information, stapled

Additional sets can be added and will be charged at cost + 10%.

PROPOSAL FOR PROFESSIONAL SERVICES

CLIENT:	Whatcom County Facilities Management	Project Number	2016-013
	316 Lottie Street, Bellingham, WA 98225	Project Name	Whatcom County Jail Improvements
	Jack Louws, Whatcom County Executive	Prepared By	Lauri Strauss
Contact/Number	Garrett H. Maupin, (360) 778-5375 d. (360) 410-9812 c.	Date	8/31/2017

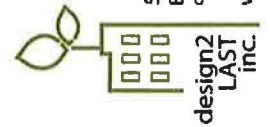
Direct Labor Costs

Staffing	Principal	Project Manager	Sr Arch/Civil Engr	Architect/Drafting	Specifications	Intern/Travel time	3D rendering	Admin/WP	LEED AP
Labor Code									
Rate	\$ 175.00	\$ 150.00	\$ 135.00	\$ 100.00	\$ 100.00	\$ 90.00	\$ 150.00	\$ 70.00	\$ 125.00
Hours	59.00	947.00	88.00	228.00	34.00	0.00	0.00	54.00	0.00
Total	\$ 10,325.00	\$ 142,050.00	\$ 11,880.00	\$ 22,800.00	\$ 3,400.00	\$ -	\$ -	\$ 3,780.00	\$ -
Item a.	Total								
Item b.	\$ 194,235.00								
Item c.	\$ -								
Item d.	\$ -								
Item e.	\$ 5,500.00								
	\$ 550.00								
	\$ -								
Item f.	\$ 200,285.00								
	\$ -								
	\$ -								
Item g.	\$ -								
	Subtotal								
	\$ 200,285.00								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								

Fee Proposal Matrix by Discipline and Task

Proposal Number 2016-013
 Project Name Whatcom County Jail Improvements
 Prepared By Lauri Strauss

Discipline	Design Charrette		50% Over-the-Shoulder Review		65% Design		100% Draft		100% Final - Bid Documents		Bidding and Negotiations		Construction		Task 800		Task 900	
	Total		Total		Total		Total		Total		Total		Total		Total		Total	
design2 LAST EDWOSB	\$ 21,056.55	\$	22,053.75	\$	25,945.30	\$	29,338.50	\$	5,754.00	\$	7,797.00	\$	123,743.00	\$	-	\$	235,688.10	\$
Justice Consult	\$ 7,390.00	\$	17,315.00	\$	13,865.00	\$	13,625.00	\$	1,570.00	\$	890.00	\$	45,390.00	\$	-	\$	100,045.00	\$
Cost Estimate	\$ 7,528.45	\$	6,037.50	\$	4,798.45	\$	7,315.00	\$	1,102.50	\$	-	\$	-	\$	-	\$	26,781.90	\$
Mechanical	\$ 19,460.00	\$	15,525.00	\$	5,475.00	\$	22,644.00	\$	2,616.00	\$	900.00	\$	35,210.00	\$	-	\$	101,830.00	\$
Electrical	\$ 17,325.00	\$	13,998.75	\$	4,816.25	\$	14,377.50	\$	1,697.50	\$	900.00	\$	16,040.00	\$	-	\$	69,155.00	\$
Kitchen	\$ 1,600.00	\$	1,500.00	\$	1,100.00	\$	700.00	\$	400.00	\$	300.00	\$	3,900.00	\$	-	\$	9,500.00	\$
0	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
0	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
0	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
0	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
TOTAL	\$ 74,360.00	\$	76,430.00	\$	56,000.00	\$	89,000.00	\$	13,140.00	\$	10,787.00	\$	224,283.00	\$	-	\$	543,000.00	\$



543 Main St, Suite 101
 Edmonds, WA 98020
 a. 425-673-7269 c. 907-317-5040
 www.design2LAST.com

EXHIBIT "B"

As consideration for the services provided pursuant to SCHEDULE "A" SCOPE OF SERVICES (pages 5 & 6) the County agrees to compensate the contractor five hundred forty-three thousand dollars (\$543,000).

Payments will be based on the following milestones:

Phase	Milestone	Fee
Phase II	Design Charrette	\$74,360
	50% Over-the-Shoulder Review	\$76,430
	65% Design Development	\$56,000
	100% Design Development	\$88,000
	100% Final Bid Documents	\$13,140
	Consulting Services During Bidding & Negotiations	\$10,787
Phase III	Construction Administration Services	\$224,283
	Total Fee	\$543,000

Fee will be due upon County acceptance of completed milestone

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
316 Lottie Street
Bellingham, WA 98225-4010
Phone: 360.778-5360
Fax: 360.778-5361
Facilities@co.whatcom.wa.us

MICHAEL RUSSELL
Facilities Manager

MEMO TO: Jack Louws, County Executive

FROM: Michael Russell, Facilities Manager

DATE: October 27, 2017

RE: Amendment #2 - Contract for Services Agreement – Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building) and Work Center.

RECEIVED
OCT 30 2017
**JACK LOUWS
COUNTY EXECUTIVE**

Attached are two (2) originals of contract Amendment #2 for the Contract for Services Agreement – Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building) and Work Center between Whatcom County and design2LAST, inc. for your review and signature.

▪ **Background and Purpose**

This Amendment is authorization for Design2Last and consultants to continue the project into Phase 2, Design and Construction and Phase 3, Construction Administration of the Proposed Scope of Work, and as is indicated by the overall project schedule of Phases in the contract.

Completed / Phase 1-A & 1-B: Preliminary Study, Assessment, and Cost Estimate Report Provide an overview of the code compliance, structural deficiencies, operational improvements, proposed solutions, and preliminary costs of suggested improvements. Prioritize the recommendations for implementation, with immediate, mid, and long-term phases and preliminary cost estimates along with life-cycle cost analysis of the building.

- Final Report was completed in November ^{of 2016,} with a list of projects to address deficiencies at the Jail, along with preliminary cost estimates.

Phase 1-B: Detailed Investigation, Assessment, Project Scopes and Cost Reports. This Contract Amendment provides authorization to continue the process towards Jail upgrades. Deliverables of this phase will provide design information and a detailed scope of work for refined cost estimates and the information necessary to formulate refined Project Budgets for continuation into Phases 2 & 3.

Whatcom County had decided to proceed following the ten tasks that were selected to further refine in phase I-B and now has decided to proceed with design (Phase 2) and Construction (Phase 3).

▪ **Funding Amount and Source**

Funding amount needed for this contract Amendment #2 is \$543,000. This contract funding is provided through the Jail Improvement Fund. A supplemental budget request for the \$390,000 will be requested in the next cycle for Council approval to fund the remaining balance of this amendment.

▪ **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Michael Russell at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-042

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	Dee	1/18/18	<div style="text-align: center;"> <p>RECEIVED</p> <p>JAN 23 2018</p> <p>WHATCOM COUNTY COUNCIL</p> </div>	1/30/18	Criminal Justice & Pub Sfty Committee.
Division Head:	<i>B</i>	1/18/18			
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:	<i>TVS</i>	1/22/18			

TITLE OF DOCUMENT:

Proposal of Expanded Scope for Design2Last for the Whatcom County Jail Improvements

ATTACHMENTS:

Proposal and outline of expanded scope items

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

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Please review attached Design2Last proposal and outlined expanded scope for the Whatcom County Jail Improvements Contract #201607005.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

AB2017-047
 AB2017-316

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
316 Lottie Street
Bellingham, WA 98225-4010
Phone: 360.778.5360
Fax: 360.778.5361
Facilities@co.whatcom.wa.us

ROB NEY
Project and Operations Manager

MICHAEL RUSSELL
Facilities Manager

MEMORANDUM

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

Through: Tyler Schroeder, Deputy Executive

FROM: Rob Ney, Project and Operations Manager *RN*

RE: Design2Last

DATE: January 17, 2018

On November 28, 2017, a design charrette was held with the stakeholders participating in the jail improvement project. These stakeholders included Facility Management staff, Sheriff's Office staff, the Executive and Deputy Executive as well as the design team assembled by Design2Last. This project was originally created to identify and implement short term improvements to the jail facility, in anticipation for a new jail being built in the near future. There was substantial discussion of how the failed jail levy should/could affect the mid-range plan for the existing jail facility. It was determined that an expanded scope of work should be presented to the County Council for consideration. If approved, this work would be included in our initial construction phase for improvements to the jail.

The consultant's work is broken into two types of work: 1) Items that would be immediately added to the scope of work for the current design project (currently under contract), and 2) Evaluation and Analysis Study items that would give clear information for future projects and possible improvements.

- **Requested Action**

Please review the attached proposal, and outline of expanded scope items, for the Design2Last contract. Advise staff to move forward with all, or part, of the scope of work items defined in Design2Last's January 17th proposal. Staff respectfully requests direction on the proposal for Tasks 1-20 as soon as possible. Direction on this portion of the proposal would allow the current project, already under contract, to continue to progress. Should the Council want additional time to consider the "Evaluation and Analysis" items, these items could be discussed further at committee, if necessary.

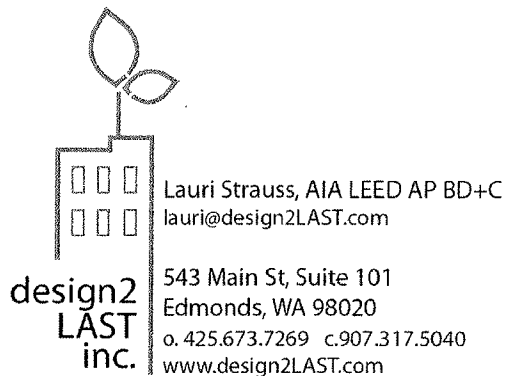
- **Background and Purpose**

On November 8, 2017 the County Council approved the amended contract for Design2Last for Scoping, Design, and Project Management for improvements to the existing Jail. Based on the Design Charrette held on November 28, 2017, and in consideration that the Jail bond did not pass and the useful life of the existing Jail facility will need to be extended, Design2Last and Facilities Management are presenting this proposal to expand the current scope of work.

- **Funding Amount and Source**

Adequate funds exist within the Capital Project Fund, expanded by \$7,000,000 in the 2018 Budget.

Should you have any questions, do not hesitate to contact me at x5387.



17 January 2018

Garrett Maupin, Construction Coordinator, Whatcom County Facilities Management
316 Lottie Street,
Bellingham, WA 98225

RE: **Whatcom County Jail Improvements:
Contract # 201607005 – Phase 2 and 3 Additional Services
Bellingham, WA**

Dear Mr. Maupin,

Project Description

design2 LAST was retained by Whatcom County to perform building assessments on the existing Jail, (Public Safety Building) and the existing Work Center – formally known as Phase 1A. Whatcom County then selected ten tasks to further refine in Phase 1B with more detailed scope and costing. Whatcom County, following the recommendation of the team, then decided to proceed with design (Phase 2) and construction (Phase 3) of the scope options recommended in Phase 1B (see Schedule 'B'). A contract for Phase 2 and 3 design and CA services was executed on November 15, 2017.

On November 28, 2017, the **design2 LAST** team conducted a design charrette in accordance with our contract. During that day-long meeting, we presented and discussed each of the scope options (see Schedule 'B') being developed per our contract for design and construction. During that meeting we also had a conversation about the fact that the voters on November 8, 2017, for the second time rejected a bond to build a new Whatcom County Jail. The stakeholders (see meeting notes from the design charrette dated November 30, 2017 for attendees) wanted to discuss if, and how, that would affect the **design2 LAST** renovation work on the existing Jail. The existing Jail would now need to function over a longer period of time than the 5-7 year life-cycle identified at the start of **design2 LAST's** contract. Many existing system deficiencies, that were understood to be short term challenges, are now potentially bigger problems that will need to be addressed with equipment repair or replacement. The county's previous decisions to put off making major repairs to ongoing equipment break downs were revisited. Each of the issues identified during that meeting was documented in a list (see attached Schedule 'A'). They were further refined in a meeting with Whatcom Facilities staff on December 7, 2017, and organized into categories at that time. Since then, those items have been further refined and detailed by our team and are presented in the attached Excel Workbook. This workbook defines each task, the anticipated deliverable, any exclusions, and is the basis for the enclosed fee proposal.

In summary, our fees are presented thus:

Items 1-20 were identified by Whatcom County as tasks that should be considered by County Council to add to our existing contract. (Items 2 and 20 were eliminated.) Thus, our fees are divided into the same tasks we presented for our current contract and can be added by addendum, with one exception: the schedule to add these new tasks will change to remove the electronic 50% over-the-shoulder review by the County, and replace it with a standard 35% design review. We believe the added scope warrants an earlier and full review of the entire scope with the County.

Additional Services for Phase 2 and 3 – ITEMS 1-20*		
	Milestones**	Fee
Phase 2	Scope Definition	\$ 24,259
	35% Concept Design	\$ 67,834
	65% Design Development	\$ 62,773
	100% Design Draft	\$ 54,781
	100% Final Bid Documents	\$ 14,453
	Consulting Services During Bidding and Negotiations	\$ 11,114
Phase 3	Construction Administration Services	\$ 75,109
*Refer to Schedule A for SCOPE OF SERVICES TRAVEL EXPENSES are included in the proposal **Refer to Schedule 'C' for milestone deliverables		\$310,322

Items 21-25 are concept designs and each is presented as a separate fee. Concept design will include information gathering, feasibility discussions with stakeholders, 1-3 design options, opinions of probable cost, and recommendations for proceeding. The County may select any one or a combination of the concept designs; to begin any time over the course of 2018. We will honor these fees through January 2019.

CONCEPT DESIGNS– ITEMS 21-25*		
21	Provide a code-compliant smoke evacuation system.	\$ 77,360
22	Reconfigure the medical office area and add space from the commissary storage room per Phase 1A description.	\$ 61,722
23	Provide additional toilet areas for female inmates	\$ 36,991
24	Improve staff lockers and restrooms	\$ 36,510
25	Provide a design repurposing the existing basement for other correctional space or renovation / reallocation of spaces that are currently in the jail, as if the Sheriff's office was moved out of this facility. Space could also be provided for other programs not currently housed elsewhere.	\$ 193,086

*Refer to Schedule A for SCOPE OF SERVICES

Items 26-30 are evaluation and/or analysis studies. These are also each presented with their own fee. These do not include any design work, but may reveal non-compliant code issues that could lead to design of corrective work. Feasibility studies will include reports of findings and opinions of probable cost where they can be estimated. Similar to the concept designs, the county may select any one or a combination of these studies; to begin any time over the course of 2018. We will honor these fees through January 2019.

EVALUATIONS AND ANALYSIS- ITEMS 26-30*		
26	Feasibility study to refurbish existing air handling units in place.	\$ 20,936
27	Confirm condition of Boilers - determine if replacement would provide an acceptable ROI and would be more energy efficient.	\$ 12,631
28	Perform FEMA Seismic Screening (FEMA 154)	\$ 27,307
29	Complete ADA evaluation	\$ 76,593
30	Full Code analysis to determine what it would take to upgrade the facility to current building and correctional code compliance (not including other evaluations listed above)	\$ 76,894

*Refer to Schedule A for SCOPE OF SERVICES

It was agreed by all that the "Future Projects" and "Optional Procurement Method" (items 31-37) would not be included in the fee request at this time.

Sub Consultants

design2 LAST has included the team members listed below for Phases 2 and 3:

Architects Rasmussen Triebelhorn (A-RT).....Criminal Justice Facility Design and Operations
 Sazän GroupMechanical, Electrical, and Fire Protection Engineering
 Clevenger and Associates.....Kitchen and Laundry Design
 ProDims.....Cost Estimating
 SCBC EngineersStructural Engineering – QC
 WR ConsultingCivil Engineering

Schedule

design2 LAST is prepared to begin work and would like direction on items 1-20 as soon as possible so we can work this into our existing contract. We will complete a design and construction schedule upon receiving approval on this proposal.

Fees

The fees listed above are offered as a lump sum basis. Each task will be invoiced by design2 LAST monthly on a percentage complete basis, and/or upon completion of a task. Upon approval, this work can be added as amendment to our existing contract.

I thank you for this opportunity and look forward to continuing our work on this project.

Sincerely,



Lauri Strauss, AIA LEED AP BD&C, President and CEO

SCHEDULE A

Whatcom County

Contract No. 201607005

Additive Design Scope Outline as Discussed at the 12/7/2017 Meeting					
Add Y/N	Item	Description	Related to 1B task?	Cost Est.	Deliverable
SCOPE TO ADD TO EXISTING PROJECT CONTRACT					
Y	1	Revise Laundry room to restrict access to back side of laundry equipment by inmates.	Task 8	Y	Cost Estimate, Drawings and Specs
	2	Not Used			
Y	3	Omit new Disposer at dishwashing station from the new equipment list on the current SOW.	Task 8	Y	Cost Estimate, Drawings and Specs
Y	4	Design the inmate cell locking system such that all electronic locks may be opened simultaneously without having to upgrade the wiring system.	Task 10	Y	Cost Estimate, Drawings and Specs
Y	5	Provide a central emergency lighting inverter in lieu of "bug eye" emergency lighting to provide instant-on feature to illuminate facility during the time delay associated with generator start-up.	Task 12	Y	Cost Estimate, Drawings and Specs
Y	6	Remove abandoned Generator.	Task 12	Y	Cost Estimate, Drawings and Specs
Y	7	Add epoxy floor in Recreation Area	Task 17	Y	Cost Estimate, Drawings and Specs
Y	8	Provide additional lighting in sally port and building exterior to comply with code and to provide safe operational light levels where light levels are determined to be inadequate.	Task 12	Y	Cost Estimate, Drawings and Specs
Y	9	Upgrade emergency egress light levels throughout the facility to comply with code. Initial effort requires photometric calculations to determine egress light levels.	Task 12	Y	Cost Estimate, Drawings and Specs
Y	10	Upgrade non-egress lighting for increased light levels beyond code required minimum levels for safe operation of the facility based on light level report dated 6/13/14.	Task 12	Y	Cost Estimate, Drawings and Specs
Y	11	Upgrade interior and exterior lighting to LED to save energy and potentially reduce the load on the generator. Lighting replacement can be new or retrofit kit.	Task 12	Y	Cost Estimate, Drawings and Specs
Y	12	Replace existing chiller with new air cooled chiller on upper roof, remove existing cooling tower (on roof) and re-use condenser water piping for chilled water piping between new chiller and mechanical room.	Task 4	Y	Cost Estimate, Drawings and Specs
Y	13	Replace chilled water pumps, condenser water pumps, and heating water pumps and include redundant pumps for all three systems. Currently chilled and condenser water systems are single pump systems so the systems go down on loss of single pump due to failure or maintenance. Includes tying all pumping systems to existing Siemens DDC energy management system. If Item 12 is accepted, condenser water pumps will not be required.	Task 4	Y	Cost Estimate, Drawings and Specs
Y	14	Mitigate noise in the Booking Area by adding control measures.		Y	Cost Estimate, Drawings and Specs
Y	15	Provide ambient noise level alarms as an added security measure.		Y	Cost Estimate, Drawings and Specs
Y	16	Provide protection of natural gas line on exterior of the jail and at the courthouse.		Y	Cost Estimate, Drawings and Specs
Y	17	Design corrective action to prevent water pooling in Sally Port 1.		Y	Cost Estimate, Drawings and Specs
Y	18	Tuck-point (remove and replace aging existing grout) all CMU joints in and around cells. Specific locations and depth to be determined.		Y	Cost Estimate, Drawings and Specs
Y	19	Review generator demand load study to confirm loading of existing emergency power system	Task 12	N	Report
N	20	Paint walls of sally port for better contrast for security cameras		N	N/A

SCHEDULE A

Whatcom County

Contract No. 201607005

Additive Design Scope Outline as Discussed at the 12/7/2017 Meeting					
Add Y/N	Item	Description	Related to 1B task?	Cost Est.	Deliverable
CONCEPT DESIGNS					
Y	21	Provide a code-compliant smoke evacuation system.	Task 7	Y	Concept Design/cost estimate
Y	22	Reconfigure the medical office area and add space from the commissary storage room per Phase 1A description.		Y	Concept Design/cost estimate
Y	23	Provide additional toilet areas for female inmates		Y	Concept Design/cost estimate
Y	24	Improve staff lockers and restrooms		Y	Concept Design/cost estimate
Y	25	Provide a design repurposing the existing basement for other correctional space or renovation / reallocation of spaces that are currently in the jail, as if the Sheriffs office was moved out of this facility. Space could also be provided for other programs not currently housed elsewhere.		Y	Concept Design/cost estimate
EVALUATIONS/ANALYSIS					
Y	26	Feasibility study to refurbish existing air handling units in place. Remove rust from condensate drain pans and re-coat entire interior bases to prevent further corrosion, remove existing inlet guide vanes on supply fans, and rework condensate drains for proper condensate trap configurations (may require raising units).	Task 4	Y	Feasibility Study/cost estimate
Y	27	Confirm condition of Boilers - determine if replacement would provide an acceptable ROI and would be more energy efficient.		Y	Report/cost estimate
Y	28	Perform FEMA Seismic Screening (FEMA 154) - and one of the following to be determined: -ASCE 41 Tier 1 study -ASCE 41 Tier 2 study -ASCE 41 Tier 3 study		N	Report/cost estimate
Y	29	Complete ADA evaluation		N	Report/Cost Estimate
Y	30	Full Code analysis to determine what it would take to upgrade the facility to current building and correctional code compliance (not including other evaluations listed above)		N	Report/cost estimate
POTENTIAL FUTURE PROJECTS					
TBD	31	Make entire jail facility (including cells) ADA compliant. (Compliance design as determined by ADA evaluation Item 29)		TBD	Dependent on results of Evaluation
TBD	32	Seismic Upgrades. (Compliance design as determined by Seismic Screening Item 28)		TBD	Dependent on results of Evaluation
Fut	33	Add a secure exterior space/courtyard for employees.		Fut	Concept Design/cost estimate
Fut	34	Redesign Work Center Kitchen to full use to reduce number of meals prepared at the jail		Fut	N/A at this time
Fut	35	Consider Modifications to the juvenile area in the Courthouse since there seems to be more space than necessary		Fut	N/A at this time
Fut	36	Consider adding space for Mental health areas		Fut	N/A at this time
OPTIONAL PROCUREMENT METHOD					
TBD	37	Consider GC/CM procurement method due to phasing complexity of project and work in occupied facility. Feasibility must be coordinated with Office of Financial Management. RCW 39.10.200, 220, 240 Write GC/CM RFP.		TBD	Fee proposal to write RFP

SCHEDULE 'B' SCOPE OF SERVICES CURRENT CONTRACT

These scope options will be collectively referred to as the "**Whatcom County Jail improvements**" project for the Phase 2 and 3 efforts.

- 4-1 – Improvements to domestic water distribution piping system
- 4-2 – Improvements to condensate drain pans of the AHU cabinets
- 5-1 - Provide new wet pipe sprinkler protection in the second and third floor housing units
- 5-2 - Extend wet pipe and dry pipe sprinkler protection to unsprinklered non-housing areas
- 5-3 - Sprinkler system maintenance and repair
- 8-1 - Replace items that have exceeded their useful life
- 8-2 - Replace items that have an expected remaining life of less than five years
- 8-3 - Repair: Walk-In Cooler/Freezer, Disposer at Pot Wash
- 8-4 - Replace existing electrical panelboard serving kitchen equipment
- 9-1-9-11 - Replace/repair door hardware on commercial type doors.
- 10-1-10-12 - Replace all detention cell doors, including detention hardware. Replace specific hardware pieces identified on other detention doors listed.
- 12-1B - Provide UL924 listed "bugeye" emergency lighting units with integral batteries in critical jail spaces
- 12-2 - Provide UL924 listed "bugeye" emergency lighting units with integral batteries in elevator cabs
- 12-3 - Provide UL924 listed "bugeye" emergency lighting units with integral batteries in recreation area
- 12-4 - Re-circuit existing lighting in the dormitory spaces to provide additional emergency lighting beyond the current single lamp "night lights".
- 17-1 – Modify the sanitary drain from the kitchen to minimize backups and prevent water from flowing toward the cleanout
- 17-2 – Modify shower drains in the cells that are beginning to fail
- 17-3 – Seal the floor of first floor restroom next to the shower room in the north east corner of the building
- 17-4 – Modify the drain pipe in the clothes washing machine drain room and provide ventilation to the space to remove moisture and odors

Scope includes the following:

1. Additional field investigation by relevant disciplines prior to design effort.
2. Design Charrette – 4-6 hour meeting to include in-person participation of all design team members, facilities personnel, and Jail staff.
3. Design work and construction documents required to address the SCOPE OPTIONS listed above and confirmed by the charrette.
4. Plans and specifications showing the affected spaces only.
5. Electronic delivery (via dropbox or A360 site) of the 22"x34" drawing set and 8-1/2" x 11" specification booklet in PDF format for the Charrette report, 50% over-the-shoulder review, 65% submittal, 100% draft, and 100% final (Bid) submittals.
6. Web-based review conference of 50% documents with virtual participation by the design team.
7. Project Manager, Engineers, Justice Consultant, and Cost Estimator Participation at a 65% review conference at facilities office in Bellingham. Kitchen Consultant will participate via phone conference.
8. Project Manager Participation at the 100% review conference at facilities office in Bellingham. Engineers and consultants will all participate via phone or Web Conference.
9. Construction cost estimates for the Charrette, 50% over-the-shoulder review, 65% review, 100% draft, and 100% final (Bid) submittals to a level of detail comparable to the phase of design.
10. Four (4) Sets Hard Copies of the 22"x34" drawing set and 8-1/2" x 11" Specifications and Supplemental Information for the Charrette report, 65% review, 100% draft, and 100% final (Bid) submittals.
11. Coordination with the permitting agencies as required for the project scope.

12. Design team participation during the bidding and negotiating phase of the project: i.e. responding to bidder questions, issuing document clarifications, telephonic participation in a pre-bid conference, and consultation during contractor selection.
13. Design team participation in administration of the construction contract: i.e. responding to contractor questions, issuing document clarifications, review of contractor submittals, review of contractor schedule, review of contractor applications for payment, etc.
14. Project Manager will attend and lead the weekly construction meetings in Bellingham. Engineers and consultants will attend construction meetings when pertinent to their discipline, otherwise, their participation will be via phone or Web Conference.
15. Record drawings of work effort in affected spaces will be provided.
16. Participating in a pre-construction conference (Project manager in person, engineers and consultants via telephone).
17. Site observation visits and report of construction activities during the construction phase.

Exclusions

The following are not anticipated to be necessary for this contract and are not a part of the services described above. These services can be added to our contract at our standard hourly rates or on an "as needed" basis.

1. Detailed record drawings of the entire facility outside of the areas of work covered by this contract.

Rate Schedule

Additional effort not described in the scope above may be provided as requested on an hourly basis per the following rates:

Principal Architect/Project manager	\$175.00
Professional Engineer/Sr Architect	\$150.00
Drafting/Revit/AutoCAD	\$125.00

SCHEDULE 'C' DELIVERABLES

Electronic Delivery in PDF format (Included with all options)

All scope options will be included as one project, one set of documents. Each deliverable package includes:

- 22"x34" drawing sheets
 - Existing conditions/Demolition plans, drawings for new construction including plans, elevations, details, as necessary to describe the work
- 8 ½" x 11" sets:
 - Specifications (65%, 100% submittals only)
 - Supplemental Information
 - Design Analysis (35% submittal only)
 - Cost Estimate
 - Comments and responses from review meetings

Final Submittal will include electronically stamped documents.

Hard Copies

- Four (4) sets 22"x34", black and white, drawings on bond:
- Four (4) sets 8 ½" x 11" bound, black and white, specifications:
- Four (4) sets 8 ½" x 11", black and white, supplemental information, stapled

Additional sets can be added and will be charged at cost + 10%.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-409

File ID:	AB2019-409	Version:	1	Status:	Agenda Ready
File Created:	07/23/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) for the Lummi Island Terminal Preservation Project in the amount of \$820,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County has been awarded federal Ferry Boat Program (FBP) funds for the Lummi Island Terminal Preservation Project. A Local Agency Agreement and Project Prospectus are required to obligate these funds. The Local Agency Agreement will obligate \$656,000 of federal FBP funds for the construction phase of this project. The required 20% local match of \$164,000 will come from the road fund for a total construction phase cost of \$820,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Memo, Contract Information, Agreement

Jon Hutchings
Director



Joseph P. Rutan, P.E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6200
Fax: (360) 778-6201

Memorandum

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

Through: Jon Hutchings, Director *JH*

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*
James Lee, P.E., Engineering Manager *JEL*

Date: July 15, 2019

Re: Lummi Island Terminal Preservation, CRP 919020
Federal Aid Project Prospectus and Local Agency Agreement

Enclosed for your review and signature are two (2) originals each of a Federal Aid Project Prospectus and Local Agency Agreement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the above referenced Project.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Agreement and Project Prospectus to receive federal Ferry Boat Program (FBP) funds for the Lummi Island Preservation Project.

Please keep **one** original of the Project Prospectus for your files and return the other original to my office. Please return **both** originals of the Local Agency Agreement to my office for further processing. We will return a fully executed original to you once they are signed by WSDOT.

Background and Purpose

The coating system on the towers, transfer span and apron at the Lummi Island Terminal are deteriorated and the structural steel is beginning to corrode due to age and the effects of the harsh saltwater environment. This preservation project will replace corroded high strength bolts, remove and replace the transfer span paint system and overcoat the tower and apron paint systems.

Whatcom County has been awarded a total of \$1,250,759 in federal FBP funds that must be obligated by September 15, 2019. These FBP funds were originally slated for the Lummi Island Breakwater Replacement project; however, delays in the federal permitting of marine projects have caused unanticipated delays for this project. In an effort to utilize these FBP funds prior to the obligation deadline, Whatcom County, in coordination with WSDOT, is shifting a portion of the FBP funds to the Lummi Preservation Project. Future awards of FBP funds will be earmarked for the construction phase of the Lummi Breakwater Replacement.

Funding Amount and Source

The attached Local Agency Agreement will obligate \$656,000 of federal FBP funds for the construction phase of this project. The required 20% local match of \$164,000 will come from the road fund for a total construction phase cost of \$820,000. The Lummi Island Terminal Preservation Project is included in Item No. 33, Ferry Terminal Painting and Structural Repair, on the approved 2019 Annual Construction Program.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding this request.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: (i.e. Dept. Division and Program) _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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: _____	
Term of Contract: _____	
Expiration Date: _____	

Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**Washington State
Department of Transportation**

**Local Agency Federal Aid
Project Prospectus**

Prefix		Route		()	
Federal Aid Project Number					
Local Agency Project Number	CRP 919020		(WSDOT Use Only)		
Agency Whatcom County		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Lummi Island Terminal Preservation		Start Latitude N 48.7204 deg		Start Longitude W 122.6810 deg	
Project Termini From-To N/A		End Latitude N N/A		End Longitude W N/A	
Begin Mile Post N/A		End Mile Post N/A	Length of Project N/A	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 37	County Name Whatcom
WSDOT Region Northwest Region		Legislative District(s) 42		Congressional District(s) 2	
				Urban Area Number	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date
P.E.	100,000	100,000	0	Month Year
R/W	0	0	0	
Const.	820,000	164,000	656,000	September, 2019
Total	920,000	264,000	656,000	

Description of Existing Facility (Existing Design and Present Condition)

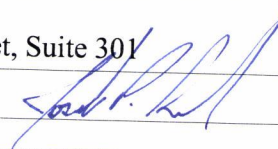
Roadway Width N/A	Number of Lanes N/A
----------------------	------------------------

The Lummi Island ferry terminal is comprised of a steel frame transfer span supported on concrete piles with an asphalt deck and a hoist system supported by two steel frame towers with concrete cap and piles.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The existing terminal paint system is deteriorated due to age and the effects of the harsh saltwater environment. This project will replace corroded high strength bolts, remove and replace the transfer span paint system, and repair and overcoat the tower paint system.

Local Agency Contact Person James Lee		Title Engineering Manager	Phone (360)778-6264	
Mailing Address 322 N. Commercial Street, Suite 301		City Bellingham	State WA	Zip Code 98002
Project Prospectus	By 			
	Approving Authority			
	Title County Engineer			Date 7/23/19

Agency Whatcom County	Project Title Lummi Island Terminal Preservation	Date July 10, 2019
--------------------------	---	-----------------------

Type of Proposed Work

Project Type (Check all that Apply)

<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Bridge		

Roadway Width
N/A

Number of Lanes
N/A

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban	<input type="checkbox"/> Urban
	<input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input checked="" type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	
Design Speed	25	
Existing ADT	250	
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Agency	Others 0 %	Agency 100 %
Construction Will Be Performed By Construction Contract	Contract 100 %	Agency % %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency
Whatcom County

Project Title
Lummi Island Terminal Preservation

Date
July 10, 2019

Right of Way

☒ No Right of Way Needed

* All construction required by the contract can be accomplished within the existing right of way.

☐ Right of Way Needed

☐ No Relocation

☐ Relocation Required

Utilities

☒ No utility work required

☐ All utility work will be completed prior to the start of the construction contract

☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required

☐ All railroad work will be completed prior to the start of the construction contract

☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Whactom County

Date

By

Mayor/Chairperson

Approved as to form:

Christopher Quinn 7/25/19
Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney



Washington State Department of Transportation

Agency Whatcom County Public Works

Address 322 N. Commercial Street, Suite 301
Bellingham, WA 98225

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Lummi Island Terminal Preservation

Length 0.00

Termini N/A

Description of Work

Whatcom County proposes to replace structural steel bolts and repaint the existing steel transfer span and towers at the Lummi Island Ferry Terminal.

Project Agreement End Date December 31, 2023

Proposed Advertisement Date November 6, 2019

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other			
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract	750,000.00	150,000.00	600,000.00
80	l. Other			
%	m. Other			
Federal Aid	n. Other			
Participation	o. Agency	65,000.00	13,000.00	52,000.00
Ratio for CN	p. State	5,000.00	1,000.00	4,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	820,000.00	164,000.00	656,000.00
	r. Total Project Cost Estimate (e+j+q)	820,000.00	164,000.00	656,000.00

Agency Official

By Jack Louws

Title Whatcom County Executive

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Approved as to form:

Christopher Quinn 7/25/19
Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of
\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority 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 federal 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 federal 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 the 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 subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such 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 as 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.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Ferry Terminal Painting and Structural Repair Project CRP # 917015

Construction Funding Year(s): 2018 and 2019

Project Narrative:

This project includes structural steel repair and painting of the approach spans and towers at both ferry terminals. This project is listed #F2 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:

The design, permitting, and construction work on the structural steel repair portion of this project is expected to be completed in 2018. Design and permitting work on the painting portion of this project is underway with construction scheduled in 2019.

Total Estimated Project Cost: \$1,200,000

Expenditures to Date: \$ 550,000

Funding Sources:

Federal	\$
State	\$
Local	\$1,200,000

Environmental Permitting

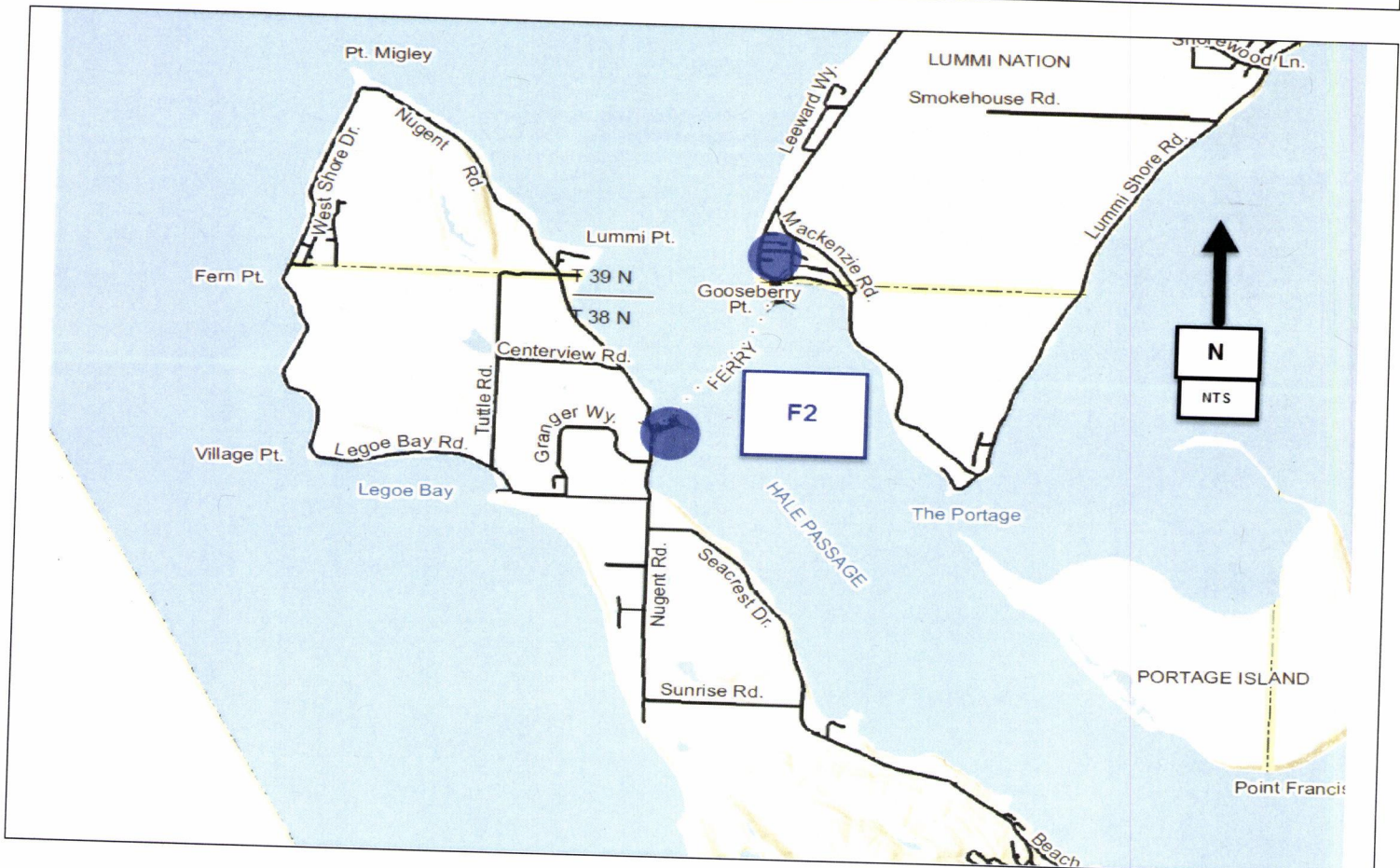
HPA, SEPA, CORPS 404, COUNTY SHORELINES

Right-of-Way Acquisition (Estimate)

None Required

County Forces (Estimate)

\$50,000





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-410

File ID:	AB2019-410	Version:	1	Status:	Agenda Ready
File Created:	07/23/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) for the Lummi Island Breakwater Replacement in the amount of \$80,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County has been awarded federal Ferry Boat Program (FBP) funds for the Lummi Island Breakwater Replacement Project. A Local Agency Agreement and Project Prospectus are required to obligate these funds. The Local Agency Agreement Supplement will obligate an additional \$80,000 of federal FBP funds for design and permitting work for a total federal obligation of \$120,000. The required 20% local match of \$30,000 will come from the road fund for a new agreement amount of \$150,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Memo, Agreement

Jon Hutchings
Director



Joseph P. Rutan, P. E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6200
Fax: (360) 778-6201

Memorandum

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

Through: Jon Hutchings, Director *JH*

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *APR*
James E. Lee, P.E., Engineering Manager *JEL*

Date: July 15, 2019

Re: Lummi Island Breakwater Replacement
CRP No. 914015; Federal Aid FBP – A373 (001)

Local Agency Agreement Supplement and Updated Project Prospectus

Attached for your review and signature are two (2) originals each of a Federal Aid Project Prospectus and Local Agency Agreement Supplement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the above-referenced project.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Agreement Supplement and updated Project Prospectus to receive additional federal Ferry Boat Program (FBP) funds for the Lummi Island Breakwater Replacement.

Please keep **one** original of the Project Prospectus for your files and return the other original to my office. Please return **both** originals of the Local Agency Agreement Supplement to my office for further processing. We will return a fully executed original to you once they are signed by WSDOT.

Background and Purpose

The southerly timber breakwater at the Lummi Island Terminal was constructed in the 1980's. It is showing signs of significant deterioration and is need of replacement. The replacement breakwater will be a modern steel pile supported design to accommodate safe docking of the Whatcom Chief.

Whatcom County was awarded a total of \$1,250,759 in federal FBP funds that must be obligated by September 15, 2019. These funds were slated for construction of this project; however, construction has been postponed due to delays in the federal permitting of marine projects. Whatcom County, in coordination with WSDOT, will obligate additional PE funds to the Breakwater project and will shift some of the funds to the Lummi Island Terminal Preservation Project to minimize the loss of these funds due to obligation deadlines. Future awards of FBP funds will be earmarked for the construction phase of the Lummi Breakwater Replacement.

Funding Amount and Source

The attached Local Agency Agreement Supplement will obligate an additional \$80,000 of federal FBP funds for design and permitting work for a total federal obligation of \$120,000. The required 20% local match of \$30,000 will come from the road fund for a new agreement amount of \$150,000. This project is listed at Item No. 34 on the approved 2019 Annual Construction Program.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding this request.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works - Bridge & Hydraulic
Division/Program: (i.e. Dept. Division and Program)	9059/Construction
Contract or Grant Administrator:	James E. Lee, Engineering Manager
Contractor's / Agency Name:	Washington State Department of Transportation
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201604012	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): LA 8896 CFDA#: 20.205	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): 201604012	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 914015	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 50,000 This Amendment Amount: \$ 100,000 Total Amended Amount: \$ 150,000	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Local Agency Agreement Supplement to receive additional federal federal funding for the Lummi Island Breakwater Replacement Project.	
Term of Contract: N/A	Expiration Date: Project Completion

Contract Routing:	1. Prepared by: James Lee	Date: 7/15/19
	2. Attorney signoff: Christopher Quinn	Date: 7/16/2019
	3. AS Finance reviewed: M Caldwell	Date: 7/16/19
	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:



Agency Whatcom County		Supplement Number 1
Federal Aid Project Number FBP-A373(001)	Agreement Number LA 8896	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5-23-16

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Lummi Island Breakwater Replacement

Length 0.00

Termini N/A

Description of Work ☒ No Change

Whatcom County proposes to replace the timber southerly breakwater at the Lummi Island ferry terminal with a new modern steel pile supported structure

Reason for Supplement

Additional preliminary engineering work needed to get the project through the environmental permitting stage and prepare the final PSE bid ready package.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12-31-2022

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date:

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 80 %	a. Agency	50,000.00	100,000.00	150,000.00	30,000.00	120,000.00
	b. Other			0.00	0.00	
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	50,000.00	100,000.00	150,000.00	30,000.00	120,000.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	50,000.00	100,000.00	150,000.00	30,000.00	120,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title

By
Director, Local Program
Date Executed

Agency Whatcom County		Supplement Number 1
Federal Aid Project Number FBP-A373(001)	Agreement Number LA 8896	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



**Washington State
Department of Transportation**

**Local Agency Federal Aid
Project Prospectus**

Prefix		Route		()	
Federal Aid Project Number	FBP-A373(001)				
Local Agency Project Number	CRP 914015		(WSDOT Use Only)		
Agency Whatcom County		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Lummi Island Breakwater Replacement		Start Latitude N 48.7204 deg End Latitude N N/A		Start Longitude W 122.6810 deg End Longitude W N/A	
Project Termini From-To N/A		Nearest City Name Bellingham			Project Zip Code (+4) 98225-4042
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.00		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 37	County Name Whatcom
WSDOT Region Northwest Region		Legislative District(s) 42		Congressional District(s) 2	
				Urban Area Number	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	150,000	30,000	120,000	June 2016
R/W				
Const.	1,800,000	1,150,000	650,000	April, 2021
Total	1,950,000	1,180,000	770,000	

Description of Existing Facility (Existing Design and Present Condition)

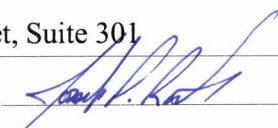
Roadway Width N/A	Number of Lanes N/A
----------------------	------------------------

The existing all timber breakwater located south of the vessel slip at the Lummi Island ferry terminal was constructed in the mid 1980's is reaching the end of its service life and is need of replacement.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Whatcom County proposes to replace the timber breakwater located south of the vessel slip at the Lummi Island ferry terminal with a steel pile supported structure.

Local Agency Contact Person James Lee		Title Engineering Manager	Phone (360)778-6264	
Mailing Address 322 N. Commercial Street, Suite 301		City Bellingham	State WA	Zip Code 98002
Project Prospectus	By  Approving Authority			
	Title County Engineer			Date 7/23/19

Agency Whatcom County	Project Title Lummi Island Breakwater Replacement	Date July 10, 2019
--------------------------	--	-----------------------

Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width N/A	Number of Lanes N/A
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input checked="" type="checkbox"/> Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban	<input type="checkbox"/> Urban
	<input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input checked="" type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	
Design Speed	25	
Existing ADT	250	
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Agency	Others 0 %	Agency 100 %
Construction Will Be Performed By Construction Contract	Contract 100 %	Agency % %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency Whatcom County	Project Title Lummi Island Breakwater Replacement	Date July 10, 2019
--------------------------	--	-----------------------

Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
--	---

Utilities

<input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract

Railroad

<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Whactom County

Date

By

Mayor/Chairperson

Lummi Island Breakwater Replacement CRP #914015

Construction Funding Year(s): 2019

Project Narrative:

This project includes replacing the southerly breakwater at the Lummi Island ferry terminal. This structure was constructed in the mid 1980's and is reaching the end of its service life. This project is listed **#F3** on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:

Design and permitting work expected to be completed in early 2019, with construction of this project scheduled in late 2019. Federal Ferry Boat Program funds have been obtained for this project.

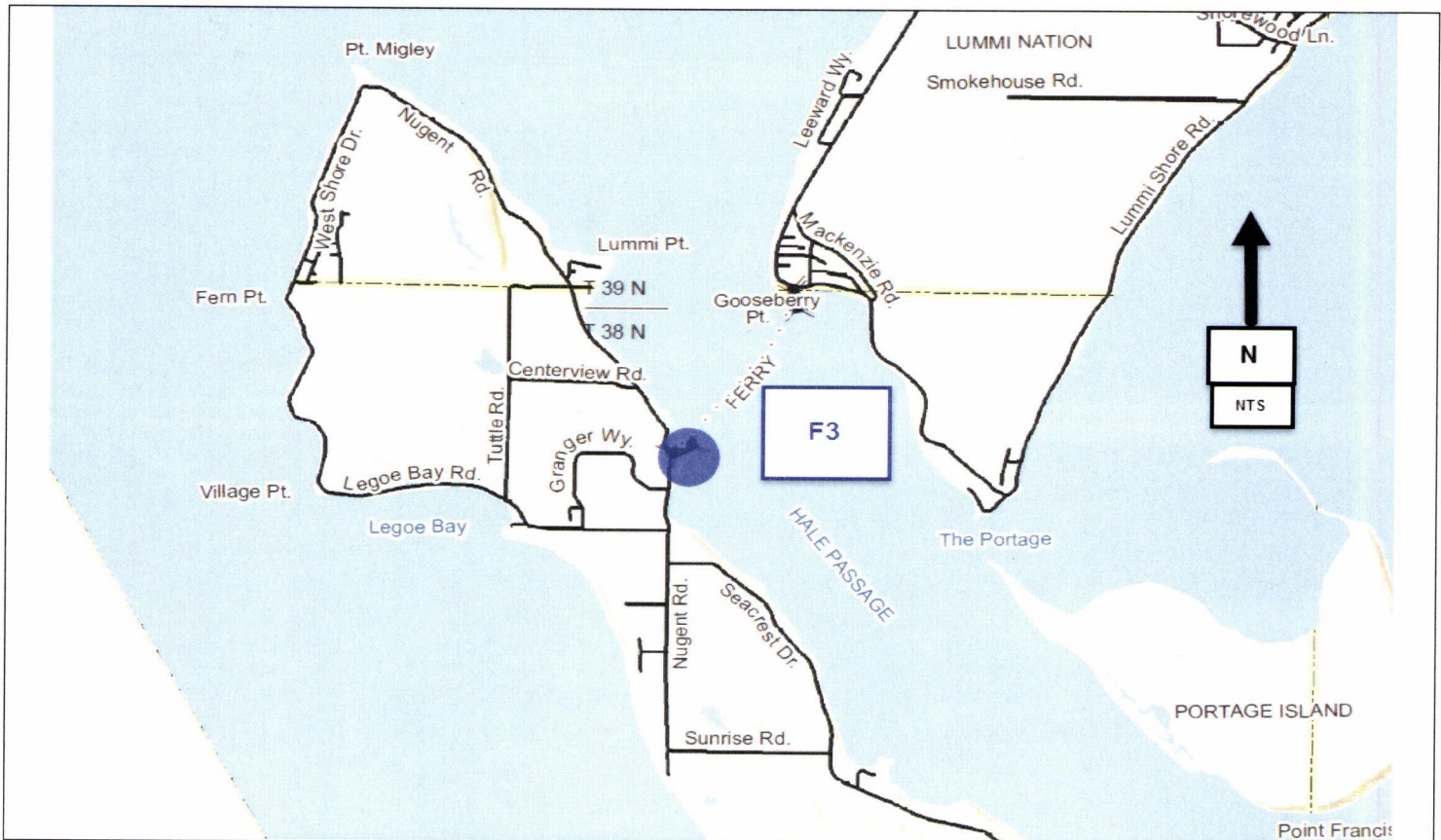
Total Estimated Project Cost: \$1,950,000

Expenditures to Date: \$200,000

Funding Sources:

Federal	\$1,251,000 (FBP)
State	\$
Local	\$699,000

Environmental Permitting	HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-416

File ID:	AB2019-416	Version:	1	Status:	Agenda Ready
File Created:	07/24/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Local Agency Agreement between Whatcom County and Washington State Department of Transportation (WSDOT) to obligate federal construction funds for the Birch Bay Drive and Pedestrian Facility Project, in the amount of \$1,861,272

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This Local Agency Agreement Supplement No. 2 and Project Prospectus are required to obligate federal funds for the construction phase on the above referenced project

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Contract Information Sheet, Agreement

Jon Hutchings
Director



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

Memorandum

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

Through: Jon Hutchings, Director / *JH*

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

Date: July 23, 2019

Re: Birch Bay Drive and Pedestrian Facility Project, CRP No 907001; FA No. STPE-K370(003)
Local Agency Agreement Supplement No. 2 and Project Prospectus

Enclosed for your review and signature are two (2) originals each of the Local Agency Agreement Supplement No. 2 and Project Prospectus between Whatcom County and the Washington State Department of Transportation (WSDOT) for the above-referenced project.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to sign the attached Local Agency Agreement Supplement No. 2 and Project Prospectus to obligate federal construction funding for the Birch Bay Drive and Pedestrian Facility Project, CRP No 907001.

Please sign, date and return **both** originals of the Local Agency Agreement Supplement No. 2 and Project Prospectus for further processing. We will return a fully executed original of both documents once they are signed by WSDOT.

Background and Purpose

This Local Agency Agreement Supplement No. 2 and Project Prospectus are required to obligate federal funds for the construction phase of the Birch Bay Drive and Pedestrian Facility Project. Construction of this project is scheduled for the Fall of 2019. This project is listed as Item No. 1 on the 2019 Annual Construction Program.

Funding Amount and Source

Total estimated project costs of \$14,150,000 will be covered by \$3,172,000 in federal STP funds and \$10,978,000 of Local Road Funds. Whatcom County has already obligated the \$1,562,100 in federal funds for preliminary engineering. This Local Agency Agreement Supplement No. 2 and Project Prospectus obligate \$1,610,000 of the remaining federal STP funds for construction phase work. These federal funds require a 13.5% local fund match. Sufficient budget authority exists to cover the Local Road Fund match on the federal funds.

Please contact Jim Karcher, at extension 6271, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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: _____	
Term of Contract: _____	
Expiration Date: _____	

Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



Agency Whatcom County		Supplement Number 2
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Birch Bay Drive and Pedestrian Facility

Length 1.58 miles

Termini (MP 2.68 to MP 4.26) Lora Lane to Cedar Avenue

Description of Work ☐ No Change

This project will construct a soft shore roadway protection berm and drainage upgrades from Lora Lane to Cedar Avenue – with the exception of a 900-ft long section between the Cottonwood parking areas. An American with Disability Act (ADA) compliant pedestrian path will be constructed between Lora Lane and Cottonwood Drive.

Reason for Supplement

Obligate additional Consultant CE funds and additional consultant scope added.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date December 31, 2025

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: August 20, 2019

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE Varies %	a. Agency	131,820.00	0.00	131,820.00	11,046.00	120,774.00
	b. Other Consultant (STP E, US)	1,618,000.00		1,618,000.00	181,670.00	1,436,330.00
Federal Aid Participation Ratio for PE	c. Other Non Participating	68,180.00		68,180.00	68,180.00	0.00
	d. State	5,000.00	0.00	5,000.00	0.00	5,000.00
	e. Total PE Cost Estimate (a+b+c+d)	1,823,000.00	0.00	1,823,000.00	260,896.00	1,562,104.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 86.5 %	k. Contract	0.00	1,846,270.00	1,846,270.00	249,246.00	1,597,023.00
	l. Other Contract Non-Par		6,701,530.00	6,701,530.00	6,701,530.00	0.00
	m. Other Material Testing Non-Par		30,000.00	30,000.00	30,000.00	0.00
Federal Aid Participation Ratio for CN	n. Other Consultant Non-Par		800,000.00	800,000.00	800,000.00	0.00
	o. Agency		500,000.00	500,000.00	500,000.00	0.00
	p. State		15,000.00	15,000.00	2,025.00	12,975.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	9,892,800.00	9,892,800.00	8,282,801.00	1,609,998.00
	r. Total Project Cost Estimate (e+j+q)	1,823,000.00	9,892,800.00	11,715,800.00	8,543,697.00	3,172,102.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By

Title

By

Director, Local Program

Date Executed

Agency Whatcom County		Supplement Number 2
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



Agency Whatcom County		Supplement Number 2
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on
All provisions in the basic agreement remain in effect except as modified by this supplement.
The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment
(2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Birch Bay Drive and Pedestrian Facility

Length 1.58 miles

Termini (MP 2.68 to MP 4.26) Lora Lane to Cedar Avenue

Description of Work ☐ No Change

This project will construct a soft shore roadway protection berm and drainage upgrades from Lora Lane to Cedar Avenue – with the exception of a
900-ft long section between the Cottonwood parking areas. An American with Disability Act (ADA) compliant pedestrian path will be constructed
between Lora Lane and Cottonwood Drive.

Reason for Supplement

Obligate additional Consultant CE funds and additional consultant scope added.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date December 31, 2025

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: August 20, 2019

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE Varies %	a. Agency	131,820.00	0.00	131,820.00	11,046.00	120,774.00
	b. Other Consultant (STP E, US)	1,618,000.00		1,618,000.00	181,670.00	1,436,330.00
Federal Aid Participation Ratio for PE	c. Other Non Participating	68,180.00		68,180.00	68,180.00	0.00
	d. State	5,000.00	0.00	5,000.00	0.00	5,000.00
	e. Total PE Cost Estimate (a+b+c+d)	1,823,000.00	0.00	1,823,000.00	260,896.00	1,562,104.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 86.5 %	k. Contract	0.00	1,846,270.00	1,846,270.00	249,246.00	1,597,023.00
	l. Other Contract Non-Par		6,701,530.00	6,701,530.00	6,701,530.00	0.00
	m. Other Material Testing Non-Par		30,000.00	30,000.00	30,000.00	0.00
Federal Aid Participation Ratio for CN	n. Other Consultant Non-Par		800,000.00	800,000.00	800,000.00	0.00
	o. Agency		500,000.00	500,000.00	500,000.00	0.00
	p. State		15,000.00	15,000.00	2,025.00	12,975.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	9,892,800.00	9,892,800.00	8,282,801.00	1,609,998.00
	r. Total Project Cost Estimate (e+j+q)	1,823,000.00	9,892,800.00	11,715,800.00	8,543,697.00	3,172,102.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By

Title

By

Director, Local Program

Date Executed

Approved as to form:

Christopher Quinn 8/11/19

Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney

Agency Whatcom County		Supplement Number 2
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



**Washington State
Department of Transportation**

**Local Agency Federal Aid
Project Prospectus**

Prefix	STP(E)	Route	()	Date	July 09, 2019
Federal Aid Project Number	CRP 907001	(WSDOT Use Only)		DUNS Number	618953285
Local Agency Project Number				Federal Employer Tax ID Number	916001383

Agency Whatcom County	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Birch Bay Drive & Pedestrian Facility	Start Latitude N 48-55-04 End Latitude N 48-56-38	Start Longitude W 122-44-43 End Longitude W 122-46-44
Project Termini From-To Lora Ln. Cedar Ave.	Nearest City Name Blaine, WA	Project Zip Code (+4) 98230-9003
Begin Mile Post 2.68	End Mile Post 4.26	Length of Project 1.58
Route ID 20010	Begin Mile Point 2.68	End Mile Point 4.26
	City Number N/A	County Number 37
		County Name Whatcom
WSDOT Region Northwest Region	Legislative District(s) 42	Congressional District(s) 2
		Urban Area Number 99

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$1,823,000	\$260,900	\$1,562,100	September	2012
R/W	\$1,685,600	\$1,685,600	\$0	January	2013
Const.	\$9,892,800	\$8,282,800	\$1,610,000	October	2019
Total	\$13,400,300	10,229,200	\$3,172,100		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 28 feet	Number of Lanes 2
--------------------------	----------------------

Birch Bay Drive lacks sufficient shoulder width to accommodate the volume of bicycles and pedestrians and is subject to frequent flooding and storm damage. The adjacent sand and gravel beaches are narrow, degraded, and offer limited protection to Birch Bay Drive and limited recreational opportunities or flood protection for inland development.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

This project will construct a soft shore roadway protection berm and drainage upgrades from Lora Lane to Cedar Avenue – with the exception of a 900-ft long section between the Cottonwood parking areas. An American with Disability Act (ADA) compliant pedestrian path will be constructed between Lora Lane and Cottonwood Drive.

Local Agency Contact Person Mr. Joseph P. Rutan	Title County Engineer/Assistant Director	Phone (360)778-6219
Mailing Address 322 N. Commercial St., Suite 301	City Bellingham	State WA
	Zip Code 98225	
Project Prospectus	By	Approving Authority
	Title County Engineer	Date 7/23/19

Agency Whatcom County	Project Title Birch Bay Drive & Pedestrian Facility	Date July 09, 2019
--------------------------	--	-----------------------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 28 feet	Number of Lanes 2
<input type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R		
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input checked="" type="checkbox"/> Parking	<input checked="" type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
	<input type="checkbox"/> Urban	<input type="checkbox"/> Urban
	<input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	
Design Speed	N/A	
Existing ADT	4,791	
Design Year ADT	N/A	
Design Year	N/A	
Design Hourly Volume (DHV)	N/A	

Performance of Work

Preliminary Engineering Will Be Performed By Consultant and Local Agency	Others 95 %	Agency 5 %
Construction Will Be Performed By Construction Contract	Contract 100 %	Agency 0 %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

SEPA/NEPA, Shorelines, HPA, ESA, Clean Water Act Sec 404, Water Quality certification (401), NPDES, Archaeology review



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-415

File ID:	AB2019-415	Version:	1	Status:	Agenda Ready
File Created:	07/24/2019	Entered by:	sdraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (WCFCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into Contract Amendment No. 1 to BGC Engineering Inc. Contract for Services for Glacier-Gallup Creeks Alluvial Fan Restoration Feasibility and Alternatives Analysis in the amount of \$163,300 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This amendment to the Contract for Services with BGC Engineering Inc. will include Phase 2 tasks as follows: hydrogeomorphic hazards characterization for developing a frequency and magnitude relationship for debris floods, habitat characterization, risk assessment, conceptual alternatives development, conceptual alternatives analysis including hydraulic modeling, selection of a preferred alternative, community outreach, and reporting. The alternatives analysis will involve identifying and weighing conceptual design alternatives for restoring the alluvial fan and providing structural protection measures for adjacent landowners and the community of Glacier. Community engagement will occur throughout the project..

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Contract



MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive for 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 *AH*
Gary Stoyka, Natural Resources Program Manager *ESW*

RE: BGC Engineering Inc. Contract for Services for Glacier-Gallup Creeks Alluvial Fan Restoration Feasibility and Alternatives Analysis – Amendment No. 1

DATE: July 22, 2019

Enclosed are two (2) originals of an amendment for Services between Whatcom County Flood Control Zone District (FCZD) and BGC Engineering Inc. for your review and signature.

▪ Background and Purpose

The Washington Department of Transportation (WSDOT) constructed an approximately 1,700 foot long levee on the west bank of Glacier Creek in the 1960s to prevent channel migration and overflows into Gallup Creek, and resulting damage to SR 542. Constriction of Glacier Creek by the SR 542 bridge and the Glacier Creek Levee has exacerbated aggradation upstream of SR 542, severely degraded fish habitat, and increased risk to USFS structures along the east bank of Glacier Creek.

WSDOT is planning to replace the two bridges with a much longer bridge spanning both creeks and the channel migration zone between them, currently proposed for construction in 2026. WSDOT requested assistance from Whatcom County Flood Control Zone District (WCFCZD) to evaluate options for removing or partially removing the left bank Glacier Creek Levee and replacing it with a setback levee(s) along the left bank of Gallup Creek to protect the community of Glacier.

BGC Engineering Inc. was retained in December 2018 to perform a risk assessment for the alluvial fan and an analysis of alternatives to mitigate the risk. Phase 1 tasks included review of background information including technical analyses by WSDOT, a site visit of both drainage basins to better define the scope of tasks needed to characterize the frequency and magnitude of debris floods, community outreach, and reporting.

Phase 2 tasks proposed for this amendment include a hydrogeomorphic hazards characterization for developing a frequency and magnitude relationship for debris floods, habitat characterization, risk assessment, conceptual alternatives development, conceptual alternatives analysis including hydraulic modeling, selection of a preferred alternative, community outreach, and reporting. Phase 2 tasks will occur through December 2020.

▪ **Funding Amount and Source**

The proposed amendment for Phase 2 of the Glacier-Gallup Creeks Alluvial Fan Restoration Feasibility and Alternatives Analysis is \$163,300 for a total contract amount of \$202,825. The 2019 FCZD budget has adequate expenditure authority for this contract amendment.

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

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River & Flood (9075)/Flood Hazard Reduction (907550)
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	BGC Engineering Inc

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 #: 201812026

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

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

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

Is this contract the result of a RFP or Bid process?
 Yes ☒ No ☐ If yes, RFP and Bid number(s): 18-40 Contract Cost Center: 718007

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

If YES, indicate exclusion(s) below:
☒ Professional services agreement for certified/licensed professional.
☐ Contract work is for less than \$100,000. ☐ Contract for Commercial off the shelf items (COTS).
☐ Contract work is for less than 120 days. ☐ Work related subcontract less than \$25,000.
☐ Interlocal Agreement (between Governments). ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ 39,525 This Amendment Amount: \$ 163,300 Total Amended Amount: \$ 202,825	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
--	---

Summary of Scope: This amendment to the Contract for Services with BGC Engineering Inc. will include Phase 2 tasks as follows: hydrogeomorphic hazards characterization for developing a frequency and magnitude relationship for debris floods, habitat characterization, risk assessment, conceptual alternatives development, conceptual alternatives analysis including hydraulic modeling, selection of a preferred alternative, community outreach, and reporting. The alternatives analysis will involve identifying and weighing conceptual design alternatives for restoring the alluvial fan and providing structural protection measures for adjacent landowners and the community of Glacier. Community engagement will occur throughout the project.

Term of Contract:	Expiration Date: December 31, 2020
-------------------	---------------------------------------

Contract Routing:	1. Prepared by: Deb Johnson	Date: 7/22/19
	2. Attorney signoff: Christopher Quinn	Date: 7/22/2019
	3. AS Finance reviewed: M Caldwell	Date: 7/23/19
	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: _____

AMENDMENT NO. 1
TO
CONTRACT FOR SERVICES BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND
BGC ENGINEERING INC.

THIS AMENDMENT is to the Contract between Whatcom County Flood Control Zone District, hereinafter referred to as the "County", and BGC Engineering Inc., a consulting company hereinafter referred to as the "Contractor", dated December 19, 2018, and designated "Whatcom County Contract No. 201812026". In consideration of the mutual benefits to be derived, the parties agree to the following:

WITNESSETH

WHEREAS, the County has entered into an agreement with the Contractor dated December 19, 2018, to perform tasks under Phase 1 of the Glacier-Gallup Creeks Alluvial Fan Restoration Project;

WHEREAS, Phase 1 tasks included review of background information, a site visit of both drainage basins to better define the scope of tasks needed to characterize the frequency and magnitude of debris floods, community outreach, and reporting; and

WHEREAS, completion of Phase 1 tasks was needed to develop a scope of work for Phase 2 tasks; and

WHEREAS, Phase 2 tasks proposed for this amendment include a hydrogeomorphic hazards characterization for developing a frequency and magnitude relationship for debris floods, habitat characterization, risk assessment, conceptual alternatives development, conceptual alternatives analysis including hydraulic modeling, selection of a preferred alternative, community outreach, and reporting; and

WHEREAS, the Contractor has delivered quality products and has been responsive thus far to the County's needs; and

WHEREAS, the County has requested that the Contractor perform tasks under Phase 2 of the Glacier-Gallup Creeks Alluvial Fan Restoration Project; and

NOW, THEREFORE, County and Contractor agree to modify the Agreement as follows:

1. SCOPE OF SERVICES

The scope of services is amended to include the Phase 2 Scope of Services described in Exhibit A-1, attached hereto and incorporated herein by reference.

2. PERFORMANCE

As consideration for the services provided by the Contractor, the County agrees to compensate the Contractor for Phase 2 services rendered under this amendment at a sum not to exceed \$163,300 DOLLARS based on the cost breakdown detailed in Exhibit B-1, attached hereto and incorporated herein by reference. The revised contract amount is \$202,825.

3. TIME SCHEDULE

The duration of this Agreement shall be extended through December 31, 2020.

This Amendment shall be made part of W.C. Contract No. 201812026 by and between Whatcom County Flood Control Zone District and BGC Engineering Inc. Unless specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and BGC Engineering Inc. have executed this Amendment on the date and year below written.

DATED this 24 day of July, 2019.

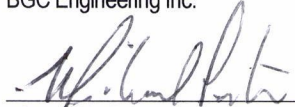
CONTRACTOR INFORMATION:

BGC Engineering Inc.
Suite 500 – 980 Howe Street
Vancouver, BC V6Z 0C8

Contact Name: Hamish Weatherly
Contact Phone: (604) 684-5900
Contact FAX: (604) 684-5909
Contact Email: hweatherly@bgcengineering.ca

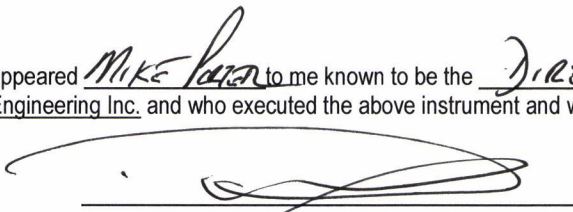
CONTRACTOR:

BGC Engineering Inc.


~~Steve Hedberg, M.Sc., P.Eng., P.Geo, President & CEO, Principal Geological Engineer~~
MICHAEL PORTER, DIRECTOR

PROVINCE OF BRITISH COLUMBIA)

On this 24 day of July, 2019, before me personally appeared MIKE PORTER to me known to be the DIRECTOR of the BGC Engineering Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



NOTARY PUBLIC in and for the Province of British Columbia,

MICHAEL GELBERT printed name,
residing at VANCOUVER.
My commission expires N/A.

MICHAEL GELBERT
Barrister & Solicitor
Geldert Law Corporation
3101A - 930 Seymour Street
Vancouver, B.C. V6B 1B4
Tel.: 778.330.7775 Fax: 778.330.7774

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

 7/25/19
Jon Hutchings, Public Works Director Date

Approved as to form:

 7/25/19
Christopher Quinn, Senior Civil Deputy Prosecuting Attorney Date

Approved:

Accepted for Whatcom County Flood Control Zone District:

By: _____

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

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Exhibit A-1

Scope of Work

The Glacier-Gallup Creeks alluvial fan restoration project will involve the following steps:

1. Inform the community about the project and seek input.
2. Assess flood and debris flow/debris flood hazards and risks.
3. Assess and map existing habitat conditions and work with the Salmon Recovery Staff Team (SRST) to define habitat restoration objective metrics for evaluating project benefits to habitat recovery.
4. Identify and evaluate potential levee configurations to reduce flood hazards and restore habitat forming processes.
5. Share the results with the community and listen to community feedback.
6. Select preferred levee configuration and habitat enhancements in coordination with the community and WSDOT.
7. Design, permit, and construct the project, working with the community to minimize disruption.



To meet the project objectives, the following tasks have been identified:

- the development of a frequency-magnitude (F-M) relationship for hydrogeomorphic hazards on Glacier and Gallup creeks
- quantification of sediment transport and bank erosion rates during major flood events
- evaluation of existing fish habitat limiting factors and alternatives to improve habitat
- examination of the effects of eliminating or modifying levees and/or constructing new ones
- semi-quantitative risk assessment
- development and formal option analyses of various potential risk reduction strategies.

BGC Engineering Inc. (BGC) is the prime contractor for the project and Cardno is an approved subcontractor to BGC hereinafter referred to as the BGC/Cardno team.

When BGC was initially retained in November 2018, it was difficult to estimate the level of effort required to complete the above tasks, particularly the characterization of hydrogeomorphic hazards. Some of this uncertainty was related to the 2019 WSDOT study that had yet to be published. At the time, it was unclear how much geomorphic, hydrologic and hydraulic analysis would be included in the WSDOT assessment.

Therefore, the BGC/Cardno team proposed a phased approach to the study. Phase 1 focused on a review of existing information, a site visit, community outreach, reporting, and a proposed scope of work and cost estimate to complete the alternatives analysis for the Glacier-Gallup creeks alluvial fan restoration project (i.e., Phase 2), as described below.

Phase 2 Work

The proposed scope of work for Phase 2 has been divided into the following tasks.

Task 2.1 – Project Management

The BGC/Cardno team will coordinate with Whatcom County and WSDOT throughout the project. This task covers all aspects of the project administration including communication with Whatcom County on project progress, invoicing, scheduling and coordination with other organizations including WSDOT, the community of Glacier, salmon recovery partners and adjacent landowners.

Task 2.2 – Geohazard Characterization

One of the objectives of the project is to develop an F-M relationship for hydrogeomorphic hazards on Glacier and Gallup creeks, which in turn will be used to better inform the risk assessment, and the development and option analyses of appropriate risk reduction strategies. Through discussions with Whatcom County, it has been decided that the F-M relationship will consider return periods up to 500 years (annual probability of 1:500, or 0.002, or 0.2%). Furthermore, it was decided that syn- and non-eruptive lahars ²be excluded from the analysis.

Development of an F-M relation for both Glacier Creek and Gallup Creek requires an estimate of both sediment volume and peak discharge (i.e., magnitude) for return periods up to 500 years (i.e., frequency). The information reviewed to date by the BGC/Cardno team presents some, but not all of this information. No estimate has been made of the total volumes of sediment being mobilized by a flood or debris flood. Therefore, development of such F-M relations will build upon previous work by WSDOT and others. Previous work, which will be adopted for the F-M work, includes:

- A DEM comparison of 2007 and 2013/2015 LiDAR data by WSDOT (February 2019).
- The historic channel planform of Glacier Creek has been mapped in detail by Herrera (2009) using air photographs from 1938, 1955, 1964, 1976, 1984, 1994, 2003 and 2006.
- Peak flows for return periods up to 500 years have been estimated by WSDOT for both existing and climate change conditions.

² These are debris flows of volcanic origin, either associated with an eruption (syn-eruptive) or without (non-eruptive)

Additional analyses to be completed by BGC include:

- A number of deep-seated landslides are located in the Glacier Creek watershed. While none of these landslides appear to be moving at high rates (> several inches per year), rapid movement of these landforms could result in a significant blockage of the creek. Therefore, BGC will use available LiDAR data to conduct a change detection analysis with the intent of evaluating whether any of the landslides are active. BGC staff (Lato, Anderson, and Porter, 2019) recently used this methodology to quantify the activity of the Oso landslide in Washington State.
- The potential height of blockages at the inlet to the gorge will be evaluated by BGC using an interpreted landslide mechanism and DAN 3D landslide modelling. BGC will examine the local geology from existing maps and estimate the likely failure mechanisms from the team's combined knowledge and experience. BGC does not propose any drilling and complex landslide stability analyses as this would be a very costly (hundreds of thousands of dollars) project. Instead, a sensitivity analysis approach will be favored in which different configurations are contemplated.
- The resulting dam outbreak hydrograph will be simulated using a probabilistic approach coupled with empirical equations. The resulting outbreak flood will be routed downstream using FLO-2D, a two-dimensional (2D) hydraulic model. It is expected that the outbreak flood peak flow will exceed that of the 500-year return period flood flow. If it does not, then the latter will dominate the hazard. BGC will likely choose a mean annual flood as the baseflow condition for hydraulic modeling of outbreak floods.
- Dendrogeomorphology is the science of using tree rings to date debris floods, which can cause growth reductions, form so-called "traumatic resin tissue" (TRD) and scar trees due to direct impact or aggradation. During the initial site visit, none of the trees along Glacier Creek or Gallup Creek were identified as being suitable for dendrochronology – either because of their young age (historic logging has removed much of the mature riparian forest) or lack of obvious scars. However, there are several trees on the Glacier Creek fan that were identified as potential targets for further investigation.
- A review of information provided by residents, which is to be summarized by NHC and provided to BGC.

Together these data will be used by BGC to develop F-M relationships for floods and debris floods on Glacier and Gallup creeks. A qualitative assessment of potential effects of wildfires on F-M estimates will also be provided.

Having established F-M relations, debris floods of various return periods will be numerically modeled to assess their impact to infrastructure flanking the creeks and on their respective alluvial fans. WSDOT have developed a 2D hydraulic model of the reach using SRH-2D for both existing and proposed conditions. It is proposed that this existing SRH-2D model would be used by the BGC/Cardno team, but the model would be extended to include sediment transport. SRH-2D has the capability of morphodynamic modelling and the user can choose between three different sediment transport formulae: Parker (1990), Wilcock and Crowe (2003), and Meyer-Peter and Müller (1948). Of interest is the impact of the existing bridge structures on sediment transport rates and overall channel morphology.

The morphodynamic modelling will not inform on potential bank erosion, which forms a critical component of the hazard assessment. Except for academic research, existing morphodynamic models are generally incapable of modelling both bank erosion and sediment transport, particularly in dynamic gravel-bed rivers such as Glacier Creek. Therefore, BGC will use a BGC- proprietary methodology that calibrates bank erosion by known events and predicts bank erosion probabilistically for the spectrum of return period floods and debris floods assessed.

The bank erosion assessment will also consider the recent damage sustained to the left bank levee in late November 2018 (Figure 1-1). Whatcom County has requested that the BGC/Cardno team evaluate whether there are any short-term remedial actions that should be completed at this location and assist the County in developing an emergency response plan.

Task 2.3 – Habitat Characterization

Identifying salmon habitat restoration project needs and opportunities within the context of salmonid recovery planning and priorities in WRIA 1 is one of the “integrated” objectives of this project. An initial meeting of Cardno (Sky Miller and Peter Drobney) and members of the WRIA 1 SRST was held in Bellingham on June 24, 2019 to identify available sources of salmon habitat and fish use data and other data sources that support integrated fish/flood planning. Those attending provided initial guidance, based on their familiarity of the project area, on key salmonid species and life-stages that use the streams and the habitat functions in both Glacier Creek and Gallup Creek to consider as a starting point from which to define specific habitat objectives, metrics for evaluating project benefits to recovery, and project alternatives to be developed. It was recognized in the meeting that the geomorphology of the two creeks differs and that different interim and long-term restoration strategies might be developed for each fan and the intersection of the fans with the North Fork Nooksack River floodplain.

It is anticipated that development of project habitat objectives, metrics, and alternatives will be facilitated by input from the SRST at key points in the process. The following are the anticipated elements of this task:

- Cardno will map existing stream and riparian habitat conditions on the alluvial fan areas of both Glacier and Gallup Creeks with a more limited evaluation of the adjacent North Fork Nooksack River floodplain side channels most likely to provide habitat benefits if Gallup or Glacier Creeks were to reoccupy them.
- Cardno will work with Whatcom County Public Works (WCPW) staff to develop an initial set of salmon habitat project objectives, restoration strategies, and associated habitat metrics that conform to WRIA 1 recovery planning guidelines. This “strawdog” will be presented to the SRST in a meeting in Bellingham to receive feedback, revise as necessary, and confirm the approach is generally supported by SRST members.
- Cardno will develop up to four conceptual habitat alternatives for the combined fans area. The alternatives will be presented in a SRST meeting to receive feedback from the members. The alternatives will then be more fully developed, analyzed, and a preferred alternative identified as part of the overarching integrated flood risk reduction and salmon habitat restoration project (Tasks 2.6 and 2.8).
- Cardno will present habitat project alternatives at the first of two community meetings to be scheduled with presentation being tailored to specific meeting objectives (Task 2.7).

- Cardno will present the preferred habitat project alternative at the second community meeting (Task 2.7).
- Appropriate visual aids will be developed in support of the SRST and community meetings.

Task 2.4 – Risk Assessment Existing Conditions

A risk assessment involves estimating the likelihood that a hazard occurs, impacts elements at risk, and causes particular types and severities of consequences. Vulnerability estimation involves estimating the likelihood of consequences, given that a hazard occurs and impacts elements at risk. The key difference between vulnerability and risk estimation is that vulnerability estimates assume impact, whereas risk additionally provides estimates of the likelihood of impact. Risk can be assessed quantitatively through a series of relatively complex input parameters, qualitatively largely by judging relative risk levels, and semi-quantitatively. In the latter approach, the input parameters of geohazard likelihood, vulnerabilities and consequences are estimated via several quantitative methods, and then combined in a matrix to determine risk.

For this project, the BGC/Cardno team will use a semi-quantitative risk assessment as it provides a sound basis for consistent comparison of multiple geohazards simultaneously and can be effectively communicated to all stakeholders. BGC has used this approach successfully numerous times in the past, especially to compare a variety of hazards and risks, not all of which are readily quantifiable. Consequences to be evaluated could include some or all of the following risks: safety, economic, environmental (aquatic/terrestrial), and intangibles (e.g., loss of cultural values) depending on the needs of Whatcom County and the Glacier community.

Task 2.5 – Hazard and Risk Assessment Report

The BGC/Cardno team will provide a draft report that documents the geohazard and habitat characterization and risk assessment. Once feedback on that report has been provided, conceptual risk reduction alternatives will be developed.

Task 2.6 – Conceptual Risk Reduction and Habitat Restoration Alternatives Development

Based on the results of the interim report, the BGC/Cardno team will develop several risk reduction and habitat restoration alternatives in consultation with Whatcom County and WSDOT. A total of four alternatives have been budgeted for, along with a meeting to discuss the strategies. For each alternative:

- a. The hydraulic/morphodynamic model will be run for the first identified alternative. Changes in hydraulic output between existing and proposed conditions will be used to evaluate the relative effectiveness of the proposed designs at meeting the project goals and addressing the ecological concerns for this reach. Alternatives will be evaluated for peak flow events and for a representative 'fish flow' suitable for target spawning/rearing conditions.
- b. Estimate risk via risk matrix to all elements at risk. Clearly demonstrate any benefits for elements at risk and any benefits to salmon habitat.
- c. Change mitigation alternatives type and/or location, dimensions. Repeat risk assessment.

WSDOT's plan to span the channel migration zone of Glacier Creek creates the opportunity to remove existing levees and set back new levees that, if chosen as the preferred alternative, will re-

create 28 acres of floodplain and multiple channel salmon habitat. Also, engineered log jams could be strategically placed to create pool habitat for resting salmon adults and spawning habitat. Such log jams may also promote flow splits and assist in restoring natural alluvial fan processes. Cardo staff will evaluate alternatives including these items and provide evaluation of the habitat benefits versus costs.

Results of the conceptual risk reduction alternatives development will be documented in a report.

Task 2.7 – Community Outreach

Prior to finalization of the hazard and risk report and conceptual risk reduction strategies, a meeting will be held in Glacier to share the findings with the community and obtain input prior to preparation of the final reports.

At the conclusion of the study (i.e., after Task 2.8), a second meeting will also be held to present the selected alternative, answer questions, and provide information to the community about what to expect as the project design, permitting, and construction advances.

Task 2.8 – Conceptual Alternatives Analysis

The final task is the conceptual alternatives analysis, which informs the preferred risk reduction strategy. The general option analysis approach that is being proposed follows the Kepner Tregoe Method, also known as the KT-Method, developed by Charles Kepner and Benjamin Tregoe (Kepner & Tregoe, 1965). The KT-Method is a problem analysis model in which the “problem” is disconnected from the “decision”.

The KT-Method uses three terms: problem, task, and approach (Figure 3-1). A situation analysis is used to identify the specific tasks and problems for the project. Examples of these terms applied to this project are given as follows:

- **Problem:** The existing Glacier Creek Levee and Gallup Creek push-up berms restrict channel migration and negatively affect fish habitat.
- **Task:** Generate and evaluate potential alternatives for levee removal and levee setback that reduce flood and debris flood risk to adjacent landowners and improve salmon habitat.
- **Approach:** Objectively analyse each conceivable alternative separately and in conjunction to arrive at a logical and defensible outcome.

Through the situation analysis process, insight into the necessity, priority and urgency of the various tasks is gained. This insight generates clarity amongst the participants/stakeholders on what needs to be done and when, and the outcome is an action list. By thoroughly evaluating the problem in advance, the solutions which are developed address the real, rather than the perceived problem. Engaging stakeholders in the process provides for a well-rounded view of the problem, creates a common understanding of the situation, and can allow for early stakeholder buy-in. Importantly, the method invites a consensual solution.

BGC has recently been tasked with running and facilitating a KT analysis for a complex diking issue at Port Coquitlam, which led to a mutually agreeable outcome amongst three parties with substantially differing outlooks and motivations. The KT method will be used to evaluate the conceptual alternatives.

Cardno has used the Habitat Equivalency Assessment methodology to quantify habitat degradation or improvement. The regulatory agencies, WSDOT and other Whatcom County stakeholders are familiar with this methodology and as such it will be used to evaluate the conceptual alternatives for habitat.

It is important to note that while the BGC/Cardno team provide technical input to the KT analysis, none of the team members will form part of that group that grades the various options to avoid technical bias. Whatcom County will determine the stakeholders to participate in the KT workshop.

For costing purposes, a 2-day workshop for the KT analysis is proposed with one team member each from BGC and Cardno attending (i.e., the two meetings shown on Figure 3-1 are condensed into a 2-day workshop, as the options report is completed by the BGC/Cardno team in Task 2.6).

It is assumed that facilitation of the workshop will be provided by Ms. Cynthia Carlstad of NHC and that NHC will provide a summary report that documents the results of the workshop.

Decision Analysis Framework

(after Kepner and Tregoe 1965)

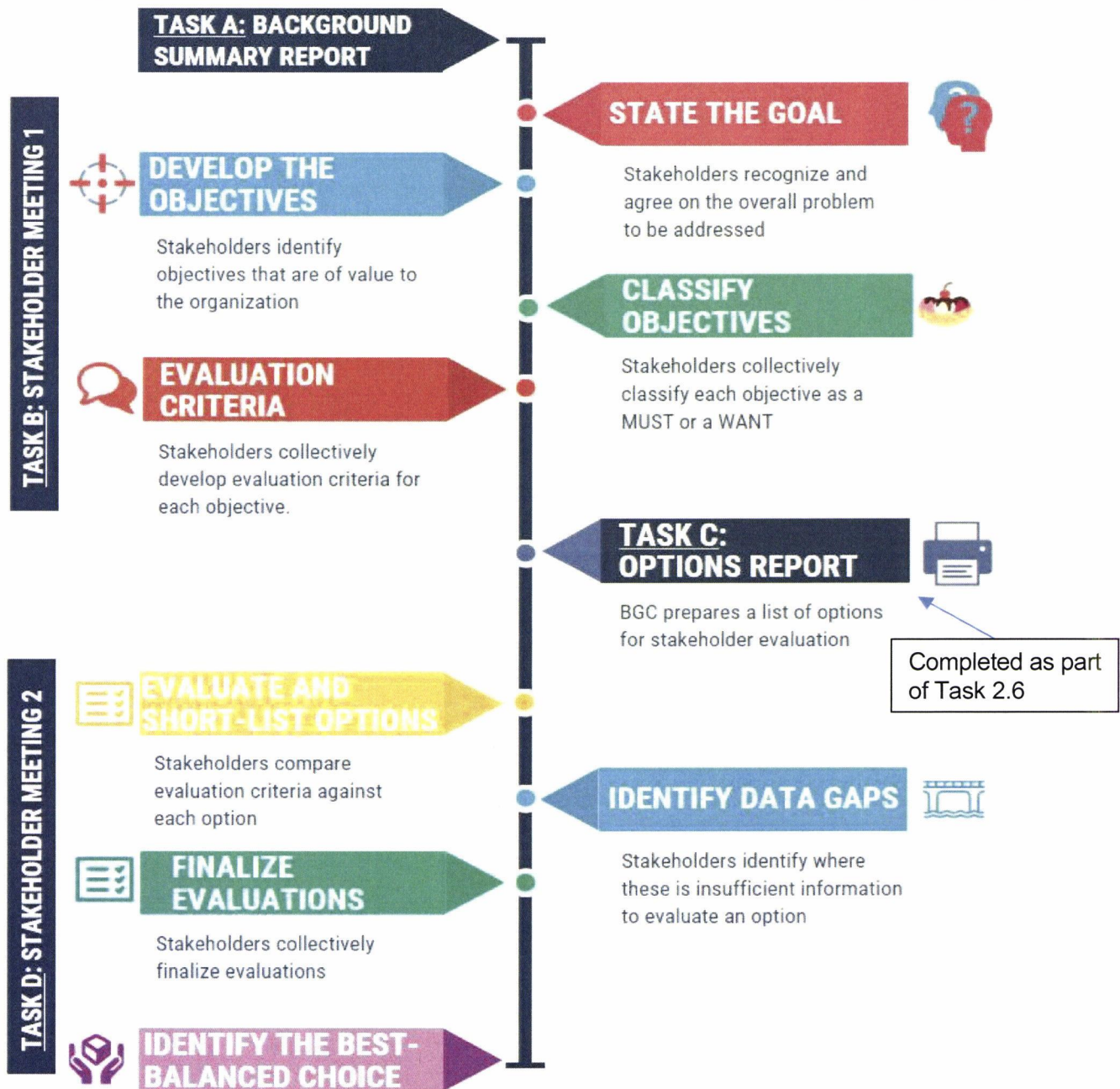


Figure 3-1. Decision analysis framework summary.

Exhibit B-1

Compensation

As consideration for the services provided pursuant to Exhibit A-1, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided in the Rate Schedule provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage is to be reimbursed at the current IRS rate; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost.

The Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the amended contract amount of \$202,825. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Contractor's expense.

BGC Engineering Inc.
2019 Billing Rates (USD)

Classification	Rate
Geomatics I	\$90
Geomatics II	\$110
Geomatics III	\$120
Junior I	\$110
Junior II	\$125
Intermediate I	\$130
Intermediate II	\$145
Senior I	\$165
Senior II	\$190
Principal I	\$215
Principal II	\$255

BGC Engineering Inc. and Cardno (as sub-contractor to BGC)
Amendment No. 1 Cost Estimate

Description	BGC						Cardno				Estimated Total Hours	Estimated Fees	Estimated Expenses	Estimated Task Total
	H. Weatherly - Principal I	M. Jakob - Principal II	J. Whittal - Int II	Junior II Eng/Geo	Geomatics II	S. Miller - Senior Consultant	Peter Drobney, Fish Biologist	F. Asikhodapasand - Senior Engineer	W.J. Smith - Staff Scientist					
2018/2019 Chargeout rates (USD)	\$ 215	\$ 255	\$ 145	\$ 125	\$ 110	\$ 220	\$ 140	\$ 130	\$ 130					
Task 2.1 - Project Management	30	24				12		6		72	\$ 15,990	\$ -	\$ -	\$ 15,990
Task 2.2 - Geohazard Characterization	24	40	40	120	24					248	\$ 38,800	\$ 190	\$ 190	\$ 38,990
Task 2.3 - Fish Habitat Characterization						6	24	12		42	\$ 6,240	\$ -	\$ -	\$ 6,240
Task 2.4 - Risk Assessment	4	8		16		4	8			40	\$ 6,900	\$ -	\$ -	\$ 6,900
Task 2.5 - Hazard and Risk Assessment Report	24	40		80	16	12	24		8	204	\$ 34,160	\$ -	\$ -	\$ 34,160
Task 2.6 - Risk Reduction and Habitat Restoration Alternatives Development	24	24		40	12	24	24	40		188	\$ 31,440	\$ -	\$ -	\$ 31,440
Task 2.7- Community Outreach (x2) and SRST (x2) Meetings	4	20				24	16	8		72	\$ 14,520	\$ 1,000	\$ 1,000	\$ 15,520
Task 2.8 - Conceptual Alternatives Analysis	4	24		8		20	4	4		64	\$ 13,460	\$ 600	\$ 600	\$ 14,060
TOTAL HOURS	114	180	40	264	52	102	100	70	8	930				
TOTAL FEES (\$)	\$ 24,510	\$ 45,900	\$ 5,800	\$ 33,000	\$ 5,720	\$ 22,440	\$ 14,000	\$ 9,100	\$ 1,040		\$ 161,510	\$ 1,790	\$ 1,790	\$ 163,300



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-399

File ID:	AB2019-399	Version:	1	Status:	Introduced
File Created:	07/11/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending Ordinance 81-6, which established the Community Development Fund, second request

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests amending the purposes of the Community Development Fund to include using the proceeds of re-payments from the Deferred Payment Sewage System Loan Program to fund On-site Sewage System Program rebates and incentives.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/23/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Memo, Proposed Ordinance



MEMORANDUM

TO: Jack Louws, County Executive
FROM: John Wolpers, Environmental Health Manager
DATE: July 15, 2019
SUBJECT: Septic System Rebate funding

Background and Purpose

We are requesting an amendment to the ordinance establishing Fund 151 (Community Development Fund) to allow On-Site Sewage (OSS) loan repayments to be used for OSS incentives and rebates. Loan repayment funds are currently restricted by ordinance for OSS improvement loan use.

The County is no longer providing loans due to availability of a region wide loan program (Craft 3). The Department of Ecology provided written confirmation that the funds can be utilized for other purposes in the on-site sewage program.

Proceeds of loan re-payments in the Community Development Fund could provide rebates for homeowners and reduce their cost of septic system evaluations, pumping and risers. This expansion of septic improvement incentives would encourage landowners throughout the county to engage in required routine evaluations and better utilize Health Department staff as technical resources.

Recommendations

We request County Council approval to amend the purpose of the Community Development Fund.

Please call John Wolpers at x6026 if there are any questions.



ORDINANCE NO. _____

**AMENDMENT NO. 2 TO ORDINANCE NO. 81-6, AN ORDINANCE AUTHORIZING THE
TREASURER TO ESTABLISH A FUND TO BE KNOWN AS THE WHATCOM COUNTY
COMMUNITY DEVELOPMENT FUND**

WHEREAS, amendment no. 1 to Ordinance No. 81-6 (Exhibit A) added receipt and re-loaning of deferred payment sewage system loans as additional purposes of the Whatcom County Community Development Fund; and

WHEREAS, use of the proceeds of the repaid loans was restricted to making additional loans in accordance with Whatcom County Contract No. 201106007 between Whatcom County and Washington State Department of Ecology; and

WHEREAS, the State's Deferred Payment Sewage System Loan Program ended on June 30, 2016 and the State has now released restrictions on use of the proceeds; and

WHEREAS, the Health Department requests using the proceeds to support on-site septic system rebates and incentives,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 81-6 is hereby amended as follows:

Section 2. The purposes of establishing Fund No. 151 (Whatcom County Community Development Fund) are:

(f) Using proceeds received in (d) to fund On-site Sewage System Program rebates and incentives.

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

Proposed By: AS-Finance
Sponsored By: Executive
Introduction Date: May 7, 2013

ORDINANCE NO. 2013-024

AMENDING ORDINANCE NO. 81-6 AN ORDINANCE AUTHORIZING THE TREASURER TO ESTABLISH A FUND TO BE KNOWN AS THE WHATCOM COUNTY COMMUNITY DEVELOPMENT FUND

WHEREAS, Ordinance 81-6 (Exhibit A) provided for the establishment of the Whatcom County Community Development Fund to account for delayed payment loans to low and moderate income single family home owners to rehabilitate their homes with Federal Department of Housing and Urban Development (HUD) Community Development Block Grant funds; and

WHEREAS, proceeds from delayed payment loans must be used for mental health services, and

WHEREAS, only one or two payments are received from delayed payment loans annually, and

WHEREAS, the Health Department has received funding from the Washington State Department of Ecology for a similar program for delayed payment loans to low income single family home owners for on-site sewage system repairs; and

WHEREAS, Whatcom County needs a fund to account for the delayed payment loans that will result from this program,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 81-6 is hereby amended as follows:

Section 1. The County Treasurer is hereby authorized to establish a fund to be known as the Whatcom County Community Development Fund (Fund No. 151).

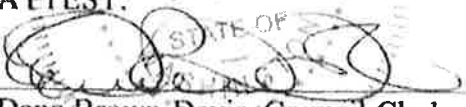
Section 2. The purposes of establishing Fund No. 151 (Whatcom County Community Development Fund) are:

- (d) Receiving repayment of delayed payment loans made to property owners by Whatcom County under the Deferred Payment Sewage System Loan Program, Whatcom County Contract No. 201106007 between Whatcom County and Washington State Department of Ecology.
- (e) Using proceeds received in (d) for additional loans under the Deferred Payment Sewage System Loan Program.

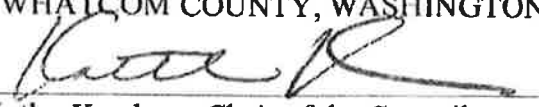
Section 3. The County Treasurer is hereby authorized and empowered to release and/or satisfy all liens placed upon these properties, upon fulfillment of the Promissory Note and Deed of Trust entered into by the property owner under the terms of the County Community Development Program and the Deferred Payment Sewage System Loan Program.

ADOPTED this 21 day of May, 2013.


ATTEST:


Dana Brown-Davis, Council Clerk

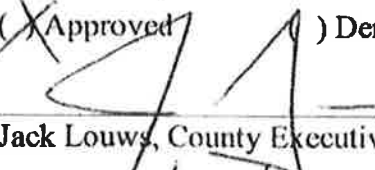
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

 05/22/13
Civil Deputy Prosecutor

(☒) Approved () Denied


Jack Louws, County Executive

Date: 5/27/13



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-400

File ID:	AB2019-400	Version:	1	Status:	Introduced
File Created:	07/11/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 10, in the amount of \$2,650,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental No. 10 requests funding from the Public Utilities Improvement Fund (EDI):

1. To appropriate \$2,650,000 to fund Blaine Gateway Regional Stormwater and Wetland Facility Project.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/23/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance

ORDINANCE NO.
AMENDMENT NO. 10 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
Public Utilities Improvement Fund (EDI)	<u>2,650,000</u>	<u>-</u>	<u>2,650,000</u>
Total Supplemental	<u>2,650,000</u>	<u>-</u>	<u>2,650,000</u>

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. 10				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Public Utilities Improvement Fund (EDI)	To fund Blaine Gateway Regional Stormwater and Wetland Facility Project	<u>2,650,000</u>	<u>-</u>	<u>2,650,000</u>
Total Supplemental		<u>2,650,000</u>	<u>-</u>	<u>2,650,000</u>

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2752

Fund 332

Cost Center 332239

Originator: T. Helms

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Blaine Gateway Regional Stormwater Wetland Facility

X

Department Head Signature (Required on Hard Copy Submission)

Date

7-15-19

Costs:	Object	Object Description	Amount Requested
	7220	Intergov Subsidies	\$883,333
	7220	Intergov Subsidies	\$1,766,667
	Request Total		\$2,650,000

1a. Description of request:

EDI Program grant and loan funding to support the City of Blaine's Gateway Regional Stormwater and Wetland Facility Project. The City is developing a regional stormwater and wetland facility for the Gateway Industrial/Commercial area. The service zone is bordered by H Street, Odell Road, Pipeline Road, and SR 543. The facility will consolidate stormwater from many commercial and industrial properties into the location and provide developable parcels with stormwater connections for off-site detention instead of encumbering multiple properties with significant on-site systems; allowing these commercial/industrial entities to more fully and efficiently use the entire square footage of their property for business operations. With the closure of the city airport approximately 20 additional acres of property was made available for development in the Gateway Zone (mixed use) to the approximately 345 total acres in the Manufacturing District.

The Gateway Regional Stormwater will support development of over 30 acres of industrial zone properties.

Proposed:
\$1,766,667 loan
\$883,333 grant

1b. Primary customers:

City of Blaine

2. Problem to be solved:

This project will complement other projects the city has performed since 2009 (closure of municipal airport) to enhance the District and make it more attractive for private development. Not only will the facility create jobs in construction, it will allow for the maximum growth potential of these properties where high-paying family-wage jobs are most prevalent.

3a. Options / Advantages:

The EDI Board, by unanimous vote, has determined that this infrastructure project meets the objectives of the EDI Program project guidelines.

3b. Cost savings:

N/A

4a. Outcomes:

The project includes the design and construction of a Stormwater "wet" pond to treat quality and mitigate quantity of storm water leaving the Gateway Manufacturing District in the City of Blaine.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2752

Fund 332

Cost Center 332239

Originator: T. Helms

4b. Measures:

All requirements of the DOE Stormwater Management Manual for Western Washington and the Clean Water Act will be met by the project. In so doing, it will also create efficiencies and maximize square footage of developable property, reduce costs for all parties, and reduce uncertainty for new owners. Ultimately, the success of the project will be measured by the new businesses coming to Blaine.

5a. Other Departments/Agencies:

These facilities will be owned, operated and maintained by the City of Blaine.

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

Ravyn Whitewolf, Public Works Director - City of Blaine

6. Funding Source:

Public Utilities Improvement Fund



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-406

File ID:	AB2019-406	Version:	1	Status:	Agenda Ready
File Created:	07/19/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	08/07/2019	Enactment #:			

Primary Contact Email: M. Hilley 360-927-1155

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the Bellingham Fire Department for Community Paramedic Services, in the amount of \$321,055

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Interlocal Agreement



MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Community Paramedic Interlocal
Date: July 19, 2019

Requested Action:

We are asking the Council to approve the interlocal agreement between Whatcom County and Bellingham Fire Department (BFD) for the purposes of expanding the successful BFD Community Paramedic Program by adding one Community Paramedic vehicle rental and durable equipment.

Background and Purpose:

Community Health programs are evolving with associated outreach programs that include the Ground Response and Coordinated Engagement (GRACE) team. The Bellingham Fire Department has operationalized a Community Paramedic/Health program over the last four years citing a significant reduction of the overuse of 911 by those enrolled in the program. The Bellingham model is being expanded into the county with additional Community Paramedic's and Sheriff's Deputies supported by case workers from the GRACE Team which includes four case management specialists, a community health worker (CHW), a part-time Nurse Practitioner (ARNP), Program Manager and Administrative Assistants.

The goal of the program is to direct patients to the right care at the right time in an effort to reduce frequent use of the 911 system for both EMS and Law Enforcement. To expand this program, WCEMS will be adding two Community Paramedics mid-year of 2019. BFD will provide an additional Paramedic funded by the EMS Levy and through a separate agreement Fire District 7 will provide a Paramedic financed by the North Region Accountable Communities of Health (ACH) through the Medicaid Demonstration Project. The BFD Community Paramedic commitment is programmed through the life of the current levy as outline in the interlocal agreement.

Funding Amount and Source:

The EMS Levy Fund as budgeted through ASR 2019-6074 in the amount of \$140,000 and ASR 2019-5770 in the amount of \$170,000 for the community paramedic program.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Executive Office								
Division/Program: (i.e. Dept. Division and Program)	Emergency Management Services (EMS)								
Contract or Grant Administrator:	Mike Hilley, EMS Manager								
Contractor's / Agency Name:	Bellingham Fire Department								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>									
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 130115									
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).								
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.								
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).									
Contract Amount:(sum of original contract amount and any prior amendments): \$ 321,055 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: <ol style="list-style-type: none"> 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 purposes of this agreement is to provide for the implementation of a second Community Paramedic (CPM) that shall provide mobile integrated health services inclusive of all EMS/Fire Districts within Whatcom County.									
Term of Contract: August 1, 2019	Expiration Date: 12/31/2022								

Contract Routing:	1. Prepared by: twh/MH	Date: 07/19/19
	2. Attorney signoff: <i>KNF</i>	Date: 7/29/19
	3. AS Finance reviewed: bbennett	Date: 07/24/19
	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:

INTEROCAL AGREEMENT

Between
Whatcom County Emergency Medical Services/Whatcom County
And
And Bellingham Fire Department/City of Bellingham

The City of Bellingham, through the Bellingham Fire Department (hereinafter the "City"), a municipal corporation, and Whatcom County, through Whatcom County Emergency Medical Services (hereinafter the "County"), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

I. Purpose

This agreement (hereinafter "Agreement") provides for the implementation of a second Community Paramedic (CPM) that shall provide Mobile Integrated Health (MIH) Services inclusive of all EMS/Fire Districts within Whatcom County. This is an expansion of the CPM program that currently exists within the City of Bellingham. This position is supported and funded by the current Whatcom County Emergency Medical Services (WCEMS) Levy and the established budget and planned expenditures. This Agreement addresses the implementation of a second CPM position and is separate from any agreements regarding the services of the current EMS Captain serving as the Bellingham CPM.

II. Administration

1. The CPM shall be a City employee. It is understood that the City and the County shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement shall be construed to interfere with the employer/employee relationship or the functioning of the City or the County herein named. In compliance with applicable law and State Records guidelines, both parties will maintain documentation and records relevant to the program contemplated in this Agreement.
2. The parties recognize that Whatcom County Fire/EMS Agencies, the County and the City will play a role in the selection of cases and individual patients the second CPM serves.

III. Staffing and Responsibilities

1. The City shall provide one (1) experienced Paramedic to serve as CPM in a recurring one (1)-year position as part of the MIH Care Team for the County and the City.
 - a. An interview process shall take place prior to the completion of each one (1) year CPM appointment to select a successor CPM. The position may be held

- by the same individual for two (2) successive years in consideration of continuity of staffing within the CPM program.
- b. CPM Candidates shall be a City Paramedic with a minimum of five (5) years of experience in the field of Paramedicine
 - c. Appointments to the CPM position will be made from a ranked list generated from a formal application and interview process.
 - d. The interview panel shall consist of a minimum of three (3) members to a maximum of five (5) members.
 - e. A minimum of one (1) interview panel member will be supplied by a WCEMS Agency other than the City.
2. The position contemplated in this Agreement is a WCEMS Levy funded position that reports to the Bellingham Fire Department CPM Captain. The CPM shall work a 40-hour week in accordance with the Collective Bargaining Agreement (CBA) between the City of Bellingham and the Bellingham/Whatcom County Firefighters IAFF Local 106.
- a. The County, through allocation of funds from the county-wide EMS Levy, shall reimburse the City the CPM annual salary, benefits, and premiums as set forth by the IAFF Local 106 CBA.
 - b. The City shall pay any costs incurred by the CPM related to City emergency hire-backs, Bellingham Fire Department training, or elective overtime on operation-assigned units.
 - c. Both parties of the Agreement acknowledge that the CPM budget, as set forth in the Whatcom County EMS Levy, and further detailed in Exhibit "A", Budget, does not include allowances for overtime costs related to the duties of the CPM position.
 - d. The CPM will be supervised by the EMS Captain assigned to the CPM program. CPM scope of practice is defined by the Whatcom County Medical Program Director (MPD) and the Bellingham Fire Department Supervising Physician, as provided by RCW 18.71.200 -210 and shall be governed by the most current edition of the Whatcom County ALS Protocols as approved by the State of Washington Department of Health and the County MPD.
3. The CPM will be integrative with the GRACE Team which includes support from the Intensive Case Manager, Community Health Worker, Social and Substance Disorder Case Managers, GRACE Program Managers and WCEMS.
4. The CPM will assist with development of the MIH program in Whatcom County.
- a. The Community Paramedic will respond to WCEMS/Whatcom County Fire Departments' requests for service with patients that meet criteria for GRACE enrollment.

- b. The CPM shall act as liaison to county responders to provide training, outreach and community education for WCEMS/Whatcom County Fire Departments.
- c. The CPM, in cooperation with the GRACE program, will provide training and continuing education in the areas of community medicine, cultural and social awareness, determinates of health and principles of community health engagement.

IV. Vehicle and Equipment

1. The County shall reimburse the Department up to \$600 per month for fleet rental and maintenance of a safe vehicle in good working-condition for use by the CPM.
 - a. The CPM vehicle is intended to be a non-emergent response vehicle utilized for scheduled appointments with CPM or GRACE-enrolled patients. The County and the City recognize that in rare instances the CPM may be required or requested to respond in an "emergency-mode." As such the CPM vehicle will be equipped with radios, Computer Assisted Dispatch monitors, markings, lighting, and audible devices enabling an emergency response. All emergency response markings and signaling equipment shall meet or exceed WA State Department of Transportation standards for emergency response vehicles. The CPM vehicle shall not be a "take-home" vehicle.
 - b. The City shall maintain a program of self-insurance and excess insurance in a manner and with appropriate reserves sufficient to cover any liability arising out of the work performed under this Agreement.
1. The County will reimburse for the medical and safety equipment required for CPM scope of practice as described in Exhibit "A", Budget. All equipment will be part of the vehicle inventory and will be maintained by the CPM through standing Bellingham Fire Department policies and procedures. The County will reimburse the Department for the cost of all start-up durable medical equipment provided for the second CPM unit for an amount not to exceed \$52,000.

In the event the durable equipment is no longer used as part of the Community Paramedic program its ownership shall be transferred to an Advanced Life Support (ALS) unit.

V. Financial Commitment

The County, through the EMS Levy and the Accountable Communities of Health Pay for Performance will fund the CPM program in 2019 and 2020 up to the amounts set forth in Exhibit "A" (Budget), which is incorporated herein by this reference. For the years 2021 and 2022, contingent upon annual budget approval by the EMS Oversight Board, the County will fund the program in an amount sufficient to cover the CPM cost elements outlined in Exhibit "A".

VI. Staffing Changes

The City will give the County at least a 60 days' notice of anticipated personnel changes in regard to the assigned CPM position, with the exceptions of injury, disability, discipline, termination, promotion or other circumstances outside the control or prior knowledge of the City.

VII. Term of agreement

This agreement shall terminate on December 31, 2022. Accordingly, the parties shall meet on or around June 1, 2022 to discuss and negotiate towards an extension or successor agreement.

VIII. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

IX. Authority: The parties represented and covenant that they are recognized to sign as authorized agents of their respective agency.

Executed this ____ day of _____, 2019, for WHATCOM COUNTY.

Jack Louws, County Executive

Approved as to form:



County Civil Deputy Prosecuting Attorney

Executed this ____ day of _____, 2019, for CITY OF BELLINGHAM.

Kelli Linville, Mayor

Attest:

Andy Asbjornsen, Finance Director

Departmental Approval:

Bill Hewett, Department Head

Approved as to form:

Peter Ruffatto, City Attorney

EXHIBIT 'A'
Budget

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is \$138,705.00 for year one beginning August 2019 and \$182,350 for year 2 (2020). The budget for years 2021 and 2022 will be established by agreement between the County and City and will coincide with the 2 year biennium budget, when adopted. Once adopted, such budget shall replace this Exhibit A without the need for further legislative approval.

Allowable expenses include reimbursement for items listed below that can be directly linked to services. Bellingham Fire Department will submit invoices detailing allowable expenditures as outlined in Attachment A, (Durable Equipment and Annual Costs) to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Bellingham Fire Community Paramedic Program - Budget Narrative	Budget 2019	Budget 2020
Expenses		
Wages-Community Paramedic	85,000.00	170,000.00
Durable Medical Equipment	47,530.00	
Community Paramedic Vehicle Rental (inc. maint.)	3,600.00	7,200.00
Fuel	2000.00	4000.00
CPM I-Pad and Cell Phone Service Fees	575.00	1150.00
<hr/>		
Total	138,705.00	182,350.00

ATTACHMENT "A"

Durable Equipment & Annual Costs

2019 CPM Durable Equipment & Startup Costs

Durable Equipment:

Life Pak 15	\$ 40,000.00
Life Pak 12 trade in credit	<\$ 5000.00>
Pediatric Medical Kit	\$ 1,280.00
Airway Kit	\$ 5,600.00
Medication Kit	\$ 2,750.00
Surface Computer	\$ 2,500.00
I-Pad	\$ 400.00

Total **\$ 47,530.00**

Ongoing Costs:

Community Paramedic Wages	\$ 85,000.00
Cell Phone Service	\$ 335.00
I-Pad Service Fees	\$ 240.00
Vehicle Fleet Rental	\$ 3,600.00
Vehicle Fuel	\$ 2,000.00

Total **\$ 91,175.00**

2020 CPM Yearly Recurring Costs

Wages (up to)	\$ 170,000.00
Cell Phone Service	\$ 670.00
Vehicle Fleet Rental	\$ 7,200.00
Vehicle Fuel	\$ 4000.00
I Pad service fees	\$ 480.00

Total **\$ 182,350.00**



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-413

File ID:	AB2019-413	Version:	1	Status:	Agenda Ready
File Created:	07/23/2019	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for operation of moderate risk waste facilities, in the amount of \$196,103.50

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Agreement



MEMORANDUM

TO: Jack Louws, County Executive
FROM: ^{AJD} Regina A. Delahunt, Director
RE: Washington State Department of Ecology –
2019 – 2021 Local Solid Waste Financial Assistance Agreement for Implementation
DATE: July 17, 2019

Enclosed are two (2) originals of an agreement between Whatcom County and Washington State Department of Ecology for your review and signature.

▪ **Background and Purpose**

The Local Solid Waste Financial Assistance Agreement (LSWFA – formerly known as the Coordinated Prevention Grant) Implementation Program has been a continuous source of solid waste program funding since 1996. This agreement funds operations of the Disposal of Toxics Facility used for the proper disposal and recycling of moderate risk wastes and three rural waste oil and antifreeze collection stations. An estimated 170 tons of moderate risk waste will be handled properly as a result of these operations.

▪ **Funding Amount and Source**

The 2019 – 2021 agreement provides \$196,103.50 in State funds to be matched with \$65,367.83 in local funds from the Solid Waste Disposal Tax. This local match is in the County's 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences from Previous Contracts**

Funding is \$611.14 less than the last biennium due to the availability of funds provided by the legislature and there are no significant changes to the agreement's requirements.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8540 Environmental Health / 854080 Solid Waste Infrastructure		
Contract or Grant Administrator:			Kathleen Roy		
Contractor's / Agency Name:			Washington Department of Ecology		
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		SWMLSWFA – 2019			
		If yes, grantor agency contract number(s):		– WhCoHD - 00002 CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, RFP and Bid number(s): _____		Contract Cost Center: 140202	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments).					
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.					
Contract Amount:(sum of original contract amount and any prior amendments):			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 :		
\$ 196,103.50			1. Exercising an option contained in a contract previously approved by the council.		
This Amendment Amount:			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.		
Total Amended Amount:			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 Local Solid Waste Financial Assistance Agreement's Implementation Program provides funding for operation of the Disposal of Toxics and other disposal and recycling facilities.					
Term of Contract:		2 Years		Expiration Date: 06/30/2021	
Contract Routing:		1. Prepared by: JT		Date:	7/17/2019
		2. Attorney signoff:		Date:	7-19-19
		3. AS Finance reviewed:		Date:	7/22/19
		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:	



Agreement No. SWMLSWFA-2019-WhCoHD-00002

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY HEALTH DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and WHATCOM COUNTY HEALTH DEPARTMENT, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2019-21 LSWFA Whatcom Co IMP
Total Cost:	\$720,000.00
Total Eligible Cost:	\$261,471.33
Ecology Share:	\$196,103.50
Recipient Share:	\$65,367.83
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Planning/Implementation

Project Short Description:

Whatcom County will spend \$261,471.33 to provide for a moderate risk waste facility, satellite locations, and possibly collection events to collect and properly manage moderate risk wastes received from households and conditionally exempt small quantity generators. As a result, approximately 170 tons of moderate risk waste will be handled properly.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2019-WhCoHD-00002
Project Title: 2019-21 LSWFA Whatcom Co IMP
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

RECIPIENT INFORMATION

Organization Name: WHATCOM COUNTY HEALTH DEPARTMENT

Federal Tax ID: 91-6001383

DUNS Number: 600446410

Mailing Address: 509 Girard St.
Bellingham, WA 98225

Physical Address: 509 Girard St.
Bellingham, Washington 98225

Organization Email: jhegedus@co.whatcom.wa.us

Organization Fax: (360) 778-6001

Contacts

Project Manager	Jeff Hegedus Environmental Health Supervisor 509 Girard St. Bellingham, Washington 98225 Email: jhegedus@co.whatcom.wa.us Phone: (360) 778-6044
Billing Contact	Jennifer Hawes Accounting Technician 509 Girard St. Bellingham, Washington 98225 Email: jhawes@whatcomcounty.us Phone: (360) 778-6027
Authorized Signatory	Regina Delahunt Director 509 Girard Street Bellingham, Washington 98225 Email: rdelahun@co.whatcom.wa.us Phone: (360) 778-6005

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Diana Wadley 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: dwad461@ecy.wa.gov Phone: (425) 649-7056
Financial Manager	Diana Wadley 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: dwad461@ecy.wa.gov Phone: (425) 649-7056

Agreement No: SWMLSWFA-2019-WhCoHD-00002
Project Title: 2019-21 LSWFA Whatcom Co IMP
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

WHATCOM COUNTY HEALTH DEPARTMENT

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

Template Approved to Form by
Attorney General's Office

By: Regina Delahunt 7/18/19

Regina Delahunt
Director

Date

PROGRAM APPROVAL


John Wolpers, Environmental Health Manager

7/17/19
Date

WHATCOM COUNTY

JACK LOUWS
County Executive

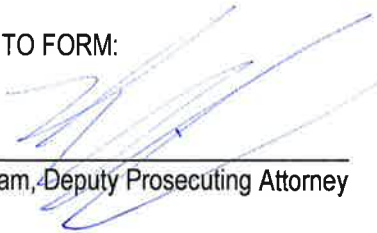
STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be 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

7-19-19
Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$261,471.33

Task Title: MRW Collection and Management

Task Description:

Activity – Fixed Facility, Collection Events, Used Oil/ Antifreeze Collection, Reuse Station

The RECIPIENT will provide for the operation of a fixed facility (known as the Disposal of Toxics facility) for the collection and proper management of moderate risk wastes from households and conditionally exempt small quantity generators, and operate three rural waste oil and antifreeze collection stations. Additionally, the RECIPIENT may conduct approximately one or more collection event(s) per year, if funding is available.

The RECIPIENT will also provide information to the public on safer alternatives and proper disposal. Good, usable products brought in and meeting a certain criteria will be made available to the public on a reuse shelf.

The RECIPIENT contracts with an environmental services company to operate the county-owned facility. Reimbursement for costs incurred by contractors to implement work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

This task will not pay for costs covered by existing product stewardship programs (E-Cycle Washington, LightRecycle Washington) or for costs covered by any new product stewardship programs that are adopted during this Agreement period.

This grant does not pay for the disposal costs for hazardous waste from businesses such as Conditionally Exempt Small Quantity Generators (CESQGs). If shipment/disposal bills for CESQG waste cannot be separated out, then fees charged to CESQGs should cover disposal costs, and should be treated as income to the grant, with supporting documentation.

RECIPIENT will credit the grant for any revenue received from the collection of fees or commodity sales of items the grant is directly supporting.

Task Goal Statement:

The goal of this task is to provide reliable, efficient and cost-effective moderate risk waste services to residents and qualified businesses, thus preventing land, air and water pollution by properly disposing of waste chemicals and encouraging the use of non-toxic materials, thereby increasing awareness of toxic wastes in the home and workplace.

Task Expected Outcome:

Over the two-year grant period, the RECIPIENT expects to use these funds and its required local contribution to divert approximately 170 tons of moderate risk waste. Outcomes will be tracked via the quarterly reports from the contractor operating the facility.

Agreement No: SWMLSWFA-2019-WhCoHD-00002

Project Title: 2019-21 LSWFA Whatcom Co IMP

Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

Recipient Task Coordinator: Jeff Hegedus**MRW Collection and Management****Deliverables**

Number	Description	Due Date
1.1	Scope of Work for this Agreement is implemented.	06/30/2021

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Whatcom Co IMP	25.00 %	\$ 65,367.83	\$ 196,103.50	\$ 261,471.33
Total		\$ 65,367.83	\$ 196,103.50	\$ 261,471.33

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be submitted along with a Payment Request/Progress Report. By checking the box provided in the Outcomes Data Collection section of the form, the RECIPIENT certifies that the outcomes reported for that quarter represent ONLY what was achieved with LSWFA (Ecology share plus local contribution). RECIPIENT shall not report outcomes achieved with funds that exceed the LSWFA Agreement's total budget.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended,

Agreement No: SWMLSWFA-2019-WhCoHD-00002
Project Title: 2019-21 LSWFA Whatcom Co IMP
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five executives using the FFATA Data Collection Form. tc

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: SWMLSWFA-2019-WhCoHD-00002
Project Title: 2019-21 LSWFA Whatcom Co IMP
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: SWMLSWFA-2019-WhCoHD-00002
Project Title: 2019-21 LSWFA Whatcom Co IMP
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: SWMLSWFA-2019-WhCoHD-00002
Project Title: 2019-21 LSWFA Whatcom Co IMP
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: SWMLSWFA-2019-WhCoHD-00002
Project Title: 2019-21 LSWFA Whatcom Co IMP
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-423

File ID:	AB2019-423	Version:	1	Status:	Agenda Ready
File Created:	07/25/2019	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Loan and Grant Agreement between Whatcom County and the City of Blaine in the amount of \$2,650,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Interlocal Agreement

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Jack Louws
County Executive

MEMORANDUM

TO: Whatcom County Council members

FROM: Jack Louws, County Executive

RE: EDI Program - Interlocal Loan and Grant Agreement with
The City of Blaine

DATE: July 25, 2019

Enclosed are two (2) originals of an Interlocal Loan and Grant Agreement between Whatcom County and the City of Blaine for your review and approval.

▪ **Background and Purpose**

On July 10, 2019, the EDI Board voted unanimously to recommend to Council to provide funding through the EDI Program for the City of Blaine's Gateway Regional Stormwater project.

The City of Blaine is ready to commence construction on this project. At their request, we are expediting the approvals process for both EDI fund approval (and supplemental budget approval) and approval of the Interlocal Loan and Grant Agreement. The EDI Board recommendations are being submitted for Council's consideration at the August 7th meeting as a separate agenda item. If approved, we respectfully request your authorization for the County Executive to execute this agreement.

▪ **Funding Amount and Source**

\$2,650,000.00 will be drawn from the EDI Program's loan and grant program (\$1,766,666 loan and \$883,333 grant), which funding is derived from the Public Utilities Improvement Fund.

Please contact me with any questions or concerns regarding the terms of this agreement.

Enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental/EDI Program (Pub Util Impr Fund)
Contract or Grant Administrator:	Suzanne Mildner
Contractor's / Agency Name:	City of Blaine
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract _____</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: 332239</p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 2,650,000.00</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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.
<p>Summary of Scope: Interlocal Loan and Grant Agreement with the City of Blaine utilizing EDI Program funding (from the Public Utilities Improvement Fund) for use in Blaine's Gateway Regional Stormwater & Wetland Facility Project.</p>	
Term of Contract: 15 Years	Expiration Date: Approx. 12/31/2034

Contract Routing:	1. Prepared by: sm	Date: 7/24/19
	2. Attorney signoff: <i>KNF</i>	Date: 7/24/19
	3. AS Finance reviewed: <i>bennett</i>	Date: 7/24/19
	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: _____

**Economic Development Investment Program
Interlocal Loan & Grant Agreement**

I PARTIES

This Agreement is made by and between **Whatcom County** (hereinafter referred to as **the County**), and **the City of Blaine** (hereinafter referred to as **the City**).

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, **MUTUAL CONSIDERATION**, Subsection C, **REPAYMENT OF COUNTY LOAN**, have been made or until terminated as provided for in Section VIII, **TERMINATION**.

III PURPOSE

The purpose of this Agreement is to provide funding support for the Gateway Regional Stormwater and Wetland Facility Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C).

IV RECITALS

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

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.
- B. The City will construct the Project. The Project will be partially funded by a **\$1,766,666 loan from the Whatcom County Public Utilities Improvement Fund, an \$883,333 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the City of Blaine, as outlined in Attachment C. The Project improvements, when complete, will be owned and maintained by City of Blaine.
- C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in

rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

- D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and Port facilities in the state of Washington.
- E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- F. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.
- G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of \$1,766,666.00 and a grant in the amount of \$883,333.00 for a total of \$2,650,000. A copy of the EDI application for this project is attached by reference to this Agreement.
- H. The Whatcom County Council reviewed the recommendation, and approved a loan to the City from the Public Utilities Improvement Fund in the amount of \$1,766,666.00, and a grant to the City from the Public Utilities Improvement Fund in the amount of \$883,333.00.
- I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

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

- A. CITY OF BLAINE RESPONSIBILITIES: The City hereby agrees as follows:
 - (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the City shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing

sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the City's application for EDI funding.

- (ii) The City shall be responsible for all aspects of the design and construction of the project.
- (iii) The City shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The City will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The City shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.
- (v) The City shall repay the loan in full in accordance with the terms of Section V.C below and the amortization schedule set forth in Attachment A, attached hereto.

B. WHATCOM COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

- (i) COUNTY LOAN—The County shall *loan* One Million Seven Hundred Sixty-six Thousand, Six Hundred Sixty-six Dollars (\$1,766,666.00) for the Project described herein (the "Loan"). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City, available upon written request after approval and execution of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.
- (ii) COUNTY GRANT—The County shall issue a *grant* to the City for up to Eight Hundred and Eighty-three Thousand Three Hundred Thirty-three Dollars (\$883,333.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the City upon approval of this agreement by the Whatcom County Council and the City, and pursuant to the terms contained in (iii), Payout of Loan and Grant Funding, below.
- (iii) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the City up to a maximum of Two Million Six Hundred Fifty Thousand Dollars and Zero Cents (\$2,650,000.00) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.
- (iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The City agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPAYMENT OF COUNTY LOAN—The City shall repay the Loan as follows:

- (i) The term of the Loan shall be fifteen years, commencing from the date that the County disburses the Loan proceeds to the City. Interest shall accrue on the unpaid principal at

a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.

- (ii) The City will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Dept., Suite 108, 311 Grand Avenue, Bellingham, WA 98225.
- (iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the City. In the event that the City fails timely to make a Loan payment hereunder, the County shall notify the City of the failure and the City shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the City's failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the City shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the City fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the City with the notice provided for in this section, then the County may choose to declare the remaining balance of the loan due and owing.
- (iv) There is no prepayment penalty should the City desire to retire this debt early, either in whole or in part.

VI RECORDS, REPORTS AND AUDITS

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

VII RELATIONSHIP OF PARTIES AND AGENTS

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

The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not

be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the City in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII TERMINATION

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

A. **TERMINATION FOR CAUSE**— if the City fails to comply with the terms and conditions of this Agreement, the County will give notice to the City in writing of its failure to comply. The City will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the City into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the City and a failure by the City to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the City may take such remedial actions under the law as are available to cure the default, including specific performance.

B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE CITY

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

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO CITY:

Michael Jones, City Manager
City of Blaine
435 Martin Street
Blaine, WA 98230

TO COUNTY:

Brad Bennett, Finance Manager
c/o Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

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

XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the City agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this loan and grant transaction. There are no other oral or written agreements between the City and County as to the loan and grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

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

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be recorded with the Whatcom County Auditor, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

* * * * *

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

EXECUTED, this _____ day of _____, 2019, for the **CITY OF BLAINE:**

Michael Jones, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2019, before me personally appeared **MICHAEL JONES**, to me known to be the **City Manager** of the City of Blaine and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

EXECUTED, this _____ day of _____, 2019, for **WHATCOM COUNTY**:

Approved: Accepted for Whatcom County:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared **JACK LOUWS**, to me known to be the **COUNTY EXECUTIVE** of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Approved as to form:

 _____ 7/24/19
Civil Deputy Prosecutor Date

ATTACHMENT A

WHATCOM COUNTY EDI Loan City of Blaine

Principal	\$1,766,666
Interest Rate	1.00%
Term	15

#	Year	Beginning Balance	Payment	Interest	Principal	Ending Balance
1	2019	\$1,766,666	(\$127,419)	17,667	(\$109,752)	\$1,656,914
2	2020	\$1,656,914	(\$127,419)	16,569	(\$110,850)	\$1,546,065
3	2021	\$1,546,065	(\$127,419)	15,461	(\$111,958)	\$1,434,107
4	2022	\$1,434,107	(\$127,419)	14,341	(\$113,078)	\$1,321,029
5	2023	\$1,321,029	(\$127,419)	13,210	(\$114,209)	\$1,206,821
6	2024	\$1,206,821	(\$127,419)	12,068	(\$115,351)	\$1,091,470
7	2025	\$1,091,470	(\$127,419)	10,915	(\$116,504)	\$974,967
8	2026	\$974,967	(\$127,419)	9,750	(\$117,669)	\$857,298
9	2027	\$857,298	(\$127,419)	8,573	(\$118,846)	\$738,452
10	2028	\$738,452	(\$127,419)	7,385	(\$120,034)	\$618,419
11	2029	\$618,419	(\$127,419)	6,184	(\$121,235)	\$497,184
12	2030	\$497,184	(\$127,419)	4,972	(\$122,447)	\$374,737
13	2031	\$374,737	(\$127,419)	3,747	(\$123,672)	\$251,066
14	2032	\$251,066	(\$127,419)	2,511	(\$124,908)	\$126,158
15	2033	\$126,158	(\$127,421)	1,262	(\$126,159)	\$0
			<u>(1,274,186)</u>	<u>125,939</u>	<u>(\$1,766,666)</u>	

ATTACHMENT B

GATEWAY REGIONAL STORMWATER & WETLAND FACILITY PROJECT Loan and Grant Draw Down Requirements

The \$1,766,666.00 loan will be disbursed prior to grant funding.

The loan will be disbursed in full, (\$1,766,666), upon written request for the funds from Ravyn Whitewolf, Public Works Director of the City of Blaine. The request for funds is to be addressed to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 and should reference the Whatcom County assigned interlocal agreement number. The loan will be disbursed by warrant within 30 days of receipt of request.

Grant funding will be disbursed after project construction has begun, upon written request from Ravyn Whitewolf, Public Works Director of the City of Blaine, supported by proof of work performed and/or allowable expenses otherwise incurred on the Project at a cost commensurate with the amount requested, and not otherwise specifically reimbursed. The request for funds is to be addressed to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 and should reference the Whatcom County assigned interlocal agreement number. The grant will be disbursed by warrant within 30 days of receipt of request.

Attachment "C"

App. #2019-03
CITY OF BLAINE

RECEIVED

JUN 10 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? X ; Yes No

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

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; X 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
 X
 X

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: _____

THRESHOLD PROJECT SCORING

POINTS

Preferential Project Type

<u> 17 </u>	<input checked="" type="checkbox"/> Jobs In Hand	<i>10 points</i>
	<input checked="" type="checkbox"/> Build It And Jobs Will Come	<i>5 points</i>
	<input checked="" type="checkbox"/> Community Enhancement	<i>2 points</i>

<u> 5 </u>	Preferential Project Terms
----------------------	----------------------------

<u> </u>	Loan Only	<i>10 points</i>
<input checked="" type="checkbox"/>	Loan/Grant	<i>5 points</i>
<u> </u>	Grant Only	<i>2 points</i>

<u> 5 </u>	Preferential Project Amounts
----------------------	------------------------------

<input checked="" type="checkbox"/>	Within Dollar Limits	<i>5 points</i>
<u> </u>	Outside Preferred Dollar Limits	<i>0 points</i>

 27
 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: City of Blaine

Applicant Address: 1200 Yew Avenue, Blaine

Applicant Contact Person: Ravyn Whitewolf, Public Works Director

Applicant Email and Phone Number: rwhitewolf@cityofblaine.com

PROJECT TITLE

Gateway Regional Stormwater & Wetland Facility

PROJECT AMOUNT REQUESTED

\$ 2,650,000 EDI TOTAL – (Loan \$1,766,666; Grant \$883,333)
\$ 350,000 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)

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

PROJECT DESCRIPTION
(one page limit)

The City is developing a regional storm water & wetland facility for the Gateway Industrial/Commercial area. The service zone is bordered by H Street, Odell Road, Pipeline Road, and SR 543. The facility will consolidate stormwater from many commercial and industrial properties into one location and provide developable parcels with stormwater connections for off-site detention instead of encumbering multiple properties with significant on-site systems; allowing these commercial/industrial entities to more fully and efficiently use the entire square footage of their property for businesses operations. With the closure of the City airport approximately 20 additional acres of property was made available for development in the Gateway Zone (mixed use) to the approximately 345 total acres in the Manufacturing District.

The city has been planning the facility for about 10 years and it is included in the Whatcom County CEDS project list. The timing for the project is now here, with planned developments coming together to utilize this available property. Without this regional stormwater project, individual parcels will be required to mitigate for their stormwater impacts individually. This will require the use of high value property for these purposes creating several independent, costly, private systems. In addition, many of these parcels contain small, low quality wetlands that pose significant development challenges and restrictions. This project includes a Regional Wetlands area that would provide collective mitigation enhancing an existing wetland that supports a large bird population.

This project will complement other projects the city has performed since 2009 (closure of municipal airport) to enhance the District and make it more attractive for private development. These improvements include: Boblett Street Project, Boblett Court (industrial access), Circuit 16/17 Loop Improvements (provides redundant three phase industrial grade power to the region), sewer & water system upgrades, and economic analysis. Storm water is the last remaining service which does not address the commercial/industrial needs on a comprehensive basis. Not only will the facility create jobs in construction, it will allow for the maximum growth potential of these properties where high-paying family-wage jobs are most prevalent.

The project consists of the following elements:

- *Design (currently at 80%)*
- *Permitting*
- *Construction*
 - *Regional pond*
 - *Conveyance system (10% of the conveyance was installed as part of earlier projects)*
 - *Trail Corridor that will tie to Skallman Park and part of Blaine Athletic Field Trail.*

All other utilities are available to and the creation of this regional storm water facility would complete the City utilities needed for the future development of all these properties.

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? X Yes ___ No

<u>Funding Source</u>	<u>Amount</u>	<u>Planned/Applied For</u>		<u>Secured</u>	
Federal Dollars	\$ _____	Yes ___	No ___	Yes ___	No ___
State Dollars	\$ _____	Yes ___	No ___	Yes ___	No ___
Local Dollars	\$ 350,000	Yes ___	No ___	Yes X	No ___
EDI Funding	<u>\$2,650,000</u>	Yes ___	No ___	Yes ___	No ___
TOTAL	\$3,000,000				

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

The City of Blaine, as part of the development of the Gateway Binding Site Plan, has taken steps to establish a Local Improvement District to fund the construction of the regional storm facility. The Gateway District has attracted Chuckanut Bay Foods as a new business and the expansion of two other Blaine Businesses (Jobs in Hand). The Gateway District still has land available with SR543 frontage for sale (Build It and They Will Come). These properties, as well as available adjacent properties will all have use of the Gateway Regional Storm Facility.

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

The project includes the design and construction of a Stormwater "wet" pond to treat quality and mitigate quantity of storm water leaving the Gateway Manufacturing District in the City of Blaine. The District consists of a number of small (2-7 acre) sites that are fully serviced with city utilities. The Gateway Regional Storm Facility will support development of over 30 acres of industrially-zoned property once part of the Blaine Municipal Airport. This project provides for a storm water facility and associated conveyance piping to mitigate storm water impacts so that these parcels can efficiently develop. The facility will provide flow control and water quality treatment required for converting the area from its existing condition to industrial/manufacturing.

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

The project makes more land available for development by eliminating small, individual Stormwater facilities or expensive underground facilities. In addition, the project incorporates a trail element which is desperately needed in the area. The maintenance access road and Stormwater conveyance from Boblett

Whatcom County Economic Development Investment (EDI) Program

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

Street will be topped with a public trail that will also surround the entire pond. The multi-modal trail is a planned extension of the Blaine Athletic Trail that starts at the Blaine School District Campus on Boblett Street and Boblett Court. The extension from Boblett Court to Pipeline Road will be built as part of the project. In addition, this trail network will tie in to the existing Skallman Pond Park which is directly adjacent to the pond. After the project is complete, the City will be filling the temporary pond (in use since 2011) in order to expand the park, so that the pond and park become an amenity for the area and not just an infrastructure improvement. Finally, the project includes a Regional Wetlands area that would provide tourism opportunities to expand upon the annual Wings Over Water Festival.

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

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

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

No.

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

These facilities will be owned, operated and maintained by the City of Blaine.

This project will not impact utility rates within the City. However, as new development occurs, new revenue will be created for the Stormwater utility in the form of monthly fees with existing rates. These fees will actually offset the additional maintenance the city will need to perform so that rates don't have to be impacted.

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?

Whatcom County Economic Development Investment (EDI) Program

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

The City will be forming a local improvement district to pay back the EDI loan. The project will be spurring indirect revenues in the form of property tax and business and occupation tax that could be used to pay for the park/trail portions of the project.

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 City is pursuing a Local Improvement District to pay back the EDI loan. Other sources of revenue that have been explored include a CERB Private Partner Grant (State) and an EDA Grant (Federal). The CERB grant is infeasible because while the project will be creating jobs, the jobs don't exceed the State median wage requirement. Because the EDA grant is Federal, the additional requirements and timelines make the grant infeasible. The city has considered revenue and general obligation bonds, but do not feel it is appropriate to impact the rate payers for a project that has such specific beneficiaries. In discussions with county officials, the EDI grant/loan was determined to be the best fit for the project.

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).

All of the developers that are purchasing or have purchased property in the Gateway District have signed a no-protest to formation of Local Improvement District and are looking forward to construction of improvements.

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

Blaine has adopted the most current version of the Department of Ecology Stormwater Management Manual for Western Washington. The Manual requires all projects that create or modify impervious surface mitigate for those improvements. Without the project, each development would require individual detention and treatment of Stormwater to comply. This would reduce the area available for development or require expensive underground structure. By utilizing a regional approach, permitting timelines are reduced, development areas are maximized and uncertainty eliminated, making the area more attractive to new development.

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).

	<u>Permit</u>	<u>In Process</u>	<u>Date Completed</u>
Mercer	--	--	2011 Construction Complete
Chuckanut Foods	--	--	2018 Construction Complete
IK Trucking	Civil Plans	X	
Yorkston	Civil Plans	X	
*Unknown			

Whatcom County Economic Development Investment (EDI) Program

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

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 beauty of the Gateway District is that the zoning allows for a broad range of uses. Because it is adjacent to SR543 (Truck Route), it provides easy access for the trucking industry. Three of the uses that have selected to locate in the District relate to the trucking industry: one for inspection, the others for parking/retail and repair of trucks. Chuckanut Bay Foods, which recently completed construction, located in the district because of the easy access to the Manufacturing District, where refrigeration/storage is available. The City is actively listing the remainder of the district for sale with a local real estate broker. As part of the sale to Yorkston Fuel, the city traded a portion of the land in order to have SR543 exposure. We are hoping this last parcel for sale will include a combination of retail, medical and/or lodging.

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*	8	1	4	Unknown*	
Technical/Prof	12	4	10	Unknown*	
Office/Clerical				Unknown*	
Production	90	20	60	Unknown*	
Sales	2	3	4	Unknown*	
Skilled Crafts	8	Unknown	Unknown	Unknown*	
Others –					
Totals	120	28	78	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.

PLEASE NOTE: Numbers listed are for only 2 of the properties that will benefit from the project. We anticipate many more jobs will be created from the remaining properties when they develop; however, that information was not available at the time of this application.

a. Projected annual gross payroll for all job classifications

**This information is exempt from disclosure to the extent permitted by RCW 42.17.*

b. Describe fringe benefits the company offers to regular full time employees?
(health insurance, retirement plans, etc.) *Medical, Sick, Vacation, Holiday*

Whatcom County Economic Development Investment (EDI) Program

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

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

Blaine's Comprehensive Plan (Chapter 3, Economic Development) Goal 4 includes the development of clean manufacturing facilities and business parks in the Manufacturing and Gateway zoning districts. Policy 4.3 of the plan states that "The City supports developing the infrastructure necessary to support the development and expansion of manufacturing facilities and business parks and will act as a partner to seek funds and develop infrastructure improvement programs." This proposal facilitates the expansion of Blaine's Manufacturing District by the development of the Gateway District.

The principal purpose of the Comprehensive Economic Development Strategy (CEDS), written with the goal "to strengthen and sustain the regional economy...is to facilitate the retention and creation of living-wage jobs and to foster a stable and diversified regional economy." This proposal supports the economy of Whatcom County by facilitating the creation of new family-wage jobs and further diversifies the regional economy by tapping into Blaine's strengths (border proximity, access to busiest truck crossing in the country) with new businesses that want to take advantage of those assets.

The Whatcom County Comprehensive Plan describes economic vitality as "public and private action designed to achieve.... job retention, job creation,.... public and private capital investment and business and community capacity-building to allow businesses or community groups to do the job themselves. This funding proposal supports economic vitality (part of a county-wide economic strategy), by facilitating the development of new or expanded businesses in Blaine's Manufacturing District, building of public-private partnerships and creation/retention of family-wage jobs in 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?

The project will improve the natural environment by enhancing adjacent wetlands, incorporation of a new trail, and enhancement of an existing park. Because the regional pond will treat as well as detain pollution-generating Stormwater from the District, water quality in adjacent Cain Creek will be improved. The enhancement of area wetlands will also improve the quality of life for our citizens who live and work in Whatcom County because of its natural beauty. In addition, the project will also include an athletic trail that will tie into the neighboring park. Furthermore, the stormwater facility itself will have a trail around the perimeter and will invite citizens to enjoy and nearby workers and employees to take a break.

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?

There are no issues with public safety that will be helped or hindered because of our project.

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.

All requirements of the DOE Stormwater Management Manual for Western Washington and the Clean Water Act will be met by the project. In so doing, it will also create efficiencies and maximize square

Whatcom County Economic Development Investment (EDI) Program

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

footage of developable property, reduce costs for all parties, and reduce uncertainty for new owners. Ultimately, the success of the project will be measured by the new businesses coming to Blaine.

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

6/10/19



City of Blaine

1200 Yew Ave, Blaine, WA

Bus (360) 332-8820

FAX (360) 332-1724

Gateway Regional Pond
Engineers Estimate
Prepared by:
Ravyn Whitewolf, P.E.
Public Works Director
6/10/2019

DESIGN and PERMITTING			\$350,000
CONSTRUCTION			
Pond			\$1,943,120
Trail			\$50,381
Storm Conveyance			\$96,180
Mitigation			\$60,900
Subtotal	\$2,150,581		
Sales Tax			\$187,101
Total Construction			\$2,337,682
CONSTRUCTION ENGINEERING			\$250,000
CONTINGENCY			\$62,000

TOTAL		\$2,999,682
--------------	--	--------------------

Local		\$350,000.00
Balance	\$2,649,681.55	
EDI		
Loan	2/3	\$1,766,454.36
Grant	1/3	\$883,227.18

Funding Needed: \$2,650,000

**Public Works
1200 Yew Ave, Blaine
(360)332-8820**

GATEWAY REGIONAL POND



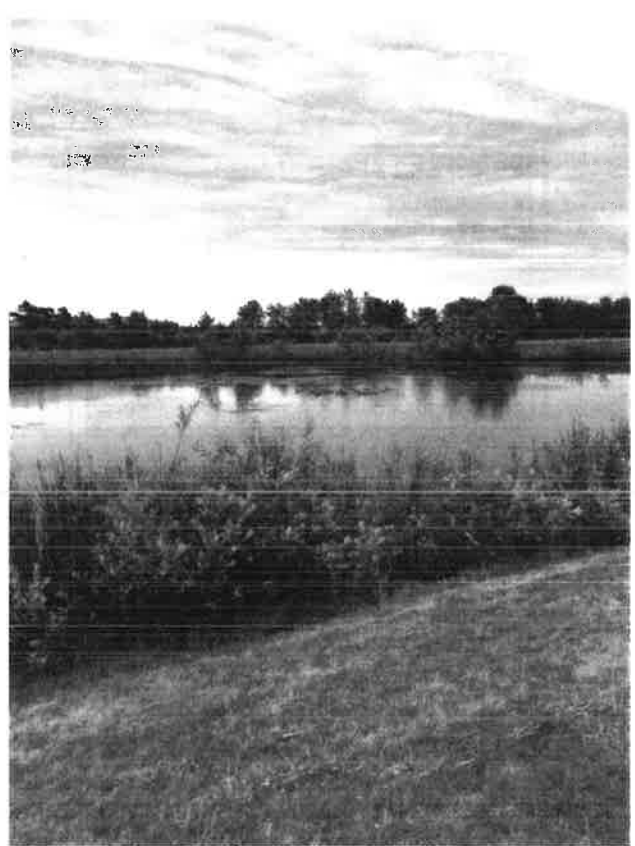
Project Goals

- Storm water treatment for water quality and flow control.
- Habitat creation with wetland enhancements.
- Maximizes use of available land, facilitating development.
- Job creation in hand for various uses.
- LID commitments in hand from land owners developing the properties in the area.
- Multi-modal trail around perimeter and connecting to trail system.



REGIONAL SOLUTION TO STORM WATER MANAGEMENT MADE POSSIBLE

The Blaine Manufacturing District consists of a number of small (2-7 acre) sites that are fully serviced with city utilities. The Gateway Regional Storm Facility will support development of over 30 acres of industrially-zoned property once part of the Blaine Municipal Airport. This project provides for a storm water facility and associated conveyance piping to mitigate storm water impacts so that these parcels can efficiently develop. The facility will provide flow control and water quality treatment required for converting the area from its existing condition to industrial/manufacturing. The city has been planning the facility for about 10 years and it is included in the Whatcom County CEDS project list. The timing for the project is now here, with planned developments coming together to utilize this available property.



PROJECT FACILITATES JOB CREATION

The project facilitates job creation by maximizing development of properties within the Gateway District, formally the site of the Blaine Municipal Airport. The city acquired the airport in 2008 with the specific purpose of selling it for development. The city council has authorized purchase and sale agreements for border inspection services, food manufacturing, truck stop with convenience store and restaurant, and a truck and trailer repair and supply company. One parcel remains for sale, and could include a motel or restaurant.

Contact: Ben Kuiken, P.E. bkuiken@cityofblaine.com

1. 405/FREEWAY
2. 265/FREEWAY
3. HARBOR VIEW DR
4. CLARK ST. PARK
5. ROBERTSON ST. PARK
6. CHERRY ST. PARK
7. BALDWIN PARK

CITY OF IRVINE

PROJECT AREA

405/FREEWAY

265/FREEWAY

5/FREEWAY

HARBOR VIEW DR

CITY CENTER DR

CITY CENTER BLVD

CLARK ST. PARK

ROBERTSON ST. PARK

CHERRY ST. PARK

BALDWIN PARK

CITY OF IRVINE ADMINISTRATION CENTER

CITY OF IRVINE LIBRARY

CITY OF IRVINE COMMUNITY CENTER

405/FREEWAY

265/FREEWAY

5/FREEWAY

HARBOR VIEW DR

CITY CENTER DR

CITY CENTER BLVD

CLARK ST. PARK

ROBERTSON ST. PARK

CHERRY ST. PARK

BALDWIN PARK

CITY OF IRVINE ADMINISTRATION CENTER

CITY OF IRVINE LIBRARY

CITY OF IRVINE COMMUNITY CENTER





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-426

File ID:	AB2019-426	Version:	1	Status:	Agenda Ready
File Created:	07/29/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	08/07/2019	Enactment #:			

Primary Contact Email: Mike Hilley, EMS Manager 360-927-1155

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Fire District No. 7 to provide Mobile Integrated Health Services through the Community Paramedic Services program, in the amount of \$407,130

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Interlocal Agreement



MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Community Paramedic Interlocal
Date: July 29, 2019

Requested Action:

We are asking the Council to approve the interlocal agreement between Whatcom County and Fire District 7 for the purposes of expanding the successful Community Paramedic Program by adding one Community Paramedic to Fire District 7.

Background and Purpose:

Community Health programs are evolving with associated outreach programs that include the Ground Response and Coordinated Engagement (GRACE) team. This agreement is for the Community Paramedic placed at Fire District 7.

The Community Paramedic program is supported by case workers from the GRACE Team which includes four case management specialists, a community health worker (CHW), a part-time Nurse Practitioner (ARNP), Program Manager and Administrative Assistants. The goal of the program is to direct patients to the right care at the right time in an effort to reduce frequent use of the 911 system for both EMS and Law Enforcement. To expand this program, WCEMS will be adding two Community Paramedics mid-year of 2019. Bellingham Fire Department will provide an additional Paramedic funded by the EMS Levy and Fire District 7 will provide a Paramedic financed by the North Region Accountable Communities of Health (ACH) through the Medicaid Demonstration Project as well as the EMS Levy.

Funding Amount and Source:

Revenues received through the North Region Accountable Communities of Health Medicaid Transformation Project Funds (\$152,000) will offset FD7 expenditures for the community paramedic program. Budget authority is provided through ASR 2019-6074 in the amount of \$140,000 and ASR 2019-5770 in the amount of \$170,000 for the community paramedic program.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	EMS Administration
Contract or Grant Administrator:	M. Hilley, EMS Manager
Contractor's / Agency Name:	Fire Protection District No.7

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
 Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 130115

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

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ 407,130. 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 for the implementation of a third Community Paramedic (CPM) that will provide mobile integrated health services inclusive of all EMS Fire Districts within Whatcom County.

Term of Contract: 08/01/2019	Expiration Date: July 31, 2021
------------------------------	--------------------------------

Contract Routing:	1. Prepared by: M. Hilley	Date: July 29, 2019
	2. Attorney signoff: <i>KNF</i>	Date: <i>7/29/19</i>
	3. AS Finance reviewed: <i>bbennett</i>	Date: <i>7/29/19</i>
	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 AGREEMENT

Between

Whatcom County Emergency Medical Services/Whatcom County

And

Whatcom County Fire District 7

Whatcom County Fire Protection District 7 (hereinafter as FD7), a municipal corporation, and Whatcom County, through Whatcom County Emergency Medical Services (hereinafter the "County"), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

I. **Purpose**

This agreement (hereinafter "Agreement") provides for the implementation of a Community Paramedic (CPM) that shall provide Mobile Integrated Health (MIH) Services inclusive of all EMS/Fire Districts within Whatcom County. This is an expansion of the CPM program in Whatcom County. This position is supported and funded by the current Whatcom County Emergency Medical Services (WCEMS) Levy and the established budget and planned expenditures. This Agreement addresses the implementation of a CPM position and is separate from any agreements regarding Advanced Life Services.

II. **Administration**

1. The CPM shall be a FD7 employee with a limited duration. It is understood that FD7 and the County shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement shall be construed to interfere with the employer/employee relationship or the functioning of FD7 or the County herein named. In compliance with applicable law and State Records guidelines, both parties will maintain documentation and records relevant to the program contemplated in this Agreement.
2. The parties recognize that Whatcom County Fire/EMS Agencies, the County and FD7 will play a role in the selection of cases and individual patients the FD7 CPM serves.

III. **Staffing and Responsibilities**

1. FD7 shall provide one (1) experienced Paramedic to serve as CPM in a recurring one (1)-year position as part of the MIH Care Team for the County and the City.
 - a. An interview process shall take place prior to the completion of each one (1) year CPM appointment to select a successor CPM. The position may be held by the same individual for two (2) successive years in consideration of continuity of staffing within the CPM program.
 - b. CPM Candidates shall be a FD7 Paramedic with a minimum of five (5) years of experience.
 - c. Appointments to the CPM position will be made from a ranked list generated from a formal application and interview process.
2. The position contemplated in this Agreement is a WCEMS Levy funded position that reports to the FD7 Fire Chief while working remotely with personnel from the GRACE program. The CPM shall work a 40-hour week in accordance with the Collective Bargaining Agreement (CBA) between FD7 and the Whatcom Seven Firefighters.
 - a. The County, through allocation of funds from the county-wide EMS Levy, shall reimburse FD7 the CPM annual salary, benefits, and premiums as set forth by the "guilds" CBA. Funds provided for this position is specific to the Accountable Communities of Health (ACH) pay for performance reimbursements. This position is also associated with the ACH funding in that if ACH reimbursements are discontinued, then funding for the FD7 position would discontinue.
 - b. FD7 shall pay any costs incurred by the CPM related to District emergency hire-backs, FD7 training, or elective overtime on operation-assigned units.
 - c. Both parties of the Agreement acknowledge that the CPM budget, as set forth in the Whatcom County EMS Levy, does not include allowances for overtime costs related to the duties of the CPM position.
3. The Community Paramedic/Health Program will be overseen by the Whatcom County EMS Manager as defined by the Medical Program Director (MPD), as provided by RCW 18.71.200 – 21. The Community Health Program will be managed by the EMS Captain. CPM scope of practice shall be governed by the most current edition of the Whatcom County ALS Protocols as approved by the County MPD.
4. The CPM will be integrative with the GRACE Team which includes support from the Intensive Case Manager, Community Health Worker, Social and Substance Disorder Case Managers, GRACE Program Managers and WCEMS.
5. The CPM will assist with development of the MIH program in Whatcom County.
 - a. The Community Paramedic will respond to WCEMS/Whatcom County Fire Departments' requests for service with patients that meet criteria for GRACE enrollment.

- b. The CPM shall act as liaison to county responders to provide training, outreach and community education for WCEMS/Whatcom County Fire Departments.
- c. The CPM, in cooperation with the GRACE program, will provide training and continuing education in the areas of community medicine, cultural and social awareness, determinates of health and principles of community health engagement.

IV. Vehicle and Equipment

- 1. The District shall provide a safe vehicle in good working-condition for use by the CPM. If funding is secured beyond the term of this agreement, consideration for the acquisition of a vehicle used for the Community Paramedic Program will be included in a new longer term agreement.
- 2. The County will reimburse the District for the necessary medical and safety equipment required for CPM scope of practice as outlined in Exhibit "A" Budget. All equipment will be part of the vehicle inventory and will be maintained by the CPM through FD7 policies and procedures. The County will reimburse the Department for the cost of all start-up durable medical equipment provided for the second CPM unit for an amount not to exceed \$49,630.

In the event the durable equipment is no longer used as part of the Community Paramedic program its ownership shall be transferred to an Advanced Life Support (ALS) unit.

- 3. The District will purchase and retain ownership of all durable medical equipment provided for the CPM vehicle.

IV. Staffing Changes

The District will give the County at least a 30 days' notice of anticipated personnel changes in regard to the assigned CPM position, with the exceptions of injury, disability, discipline, termination, promotion or other circumstances outside the control or prior knowledge of the District.

V. Term of agreement

The term of this agreement shall be from August 1, 2019 through July 31, 2021. Accordingly, the parties shall meet on or around January 15, 2021 to discuss and negotiate towards a replacement agreement.

VI. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

VII. Authority: The parties represented and covenant that they are recognized to sign as authorized agents of their respective agency.

Executed this ____ day of _____, 2019, for WHATCOM COUNTY.

Jack Louws, County Executive

Approved as to form:



County Civil Deputy Prosecuting Attorney

Executed this ____ day of _____, 2019, for Fire Protection District 7.

Fire Chief Larry Hoffman

Attest:

Finance Director

Departmental Approval:

Department Head

Approved as to form:

FD7 Attorney

EXHIBIT "A"

Budget

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is \$137,130.00 for year one beginning August 2019 and \$177,500 for year 2 (2020) and \$92,500 for year 3 (2021). The budget for years 2021 and 2022 will be established by agreement between the County and District and will coincide with the 2 year biennium budget, when adopted. Once adopted, such budget shall replace this Exhibit A without the need for further legislative approval.

Allowable expenses include reimbursement for items listed below that can be directly linked to services. Fire District 7 will submit invoices detailing allowable expenditures as outlined in Attachment A, (Durable Equipment and Annual Costs) to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Fire District 7 Community Paramedic Program - Budget Narrative	Budget 2019	Budget 2020	Budget 2021
Wages-Community Paramedic	85,000.00	170,000.00	85,000.00
Durable Medical Equipment	49,630.00	5,000.00	5,000.00
Fuel and maintenance	2,500.00	2,500.00	2,500.00
Total	137,130.00	177,500.00	92,500.00

ATTACHMENT "A"
Durable Equipment & Annual Costs

2019 CPM Durable Equipment & Startup Costs

Durable Equipment:

Life Pak 15	\$40,000.00
Pediatric Medical Kit	\$ 1,280.00
Airway Kit	\$ 5,600.00
Medication Kit	<u>\$ 2,750.00</u>
TOTAL	\$49,630.00



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-421

File ID:	AB2019-421	Version:	1	Status:	Agenda Ready
File Created:	07/25/2019	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Special Executive Only Item		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request approval of the Economic Development Investment (EDI) Board's recommendation for funding of the City of Blaine's request for a loan in the amount of \$1,766,666 and a grant in the amount of \$883,333

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and EDI Program application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Application, Fund projections, Meeting Notes

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Jack Louws
County Executive

MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws, County Executive
Subject: Economic Development Investment Board – Funding Recommendation for Blaine
Date: July 25, 2019

The City of Blaine recently submitted an application for funding through the EDI Program for their Gateway Regional Stormwater project. At the last meeting of the EDI Board, the following recommendation was adopted by the Board and is being presented for confirmation by the County Council.

<u>Funding Request</u>	<u>Board Recommendation</u>	<u>Vote</u>
\$1,766,666 (loan) & \$883,333 (grant)	\$1,766,666 (loan) & \$883,333 (grant)	10-0

Blaine's project is construction-ready, so we are concurrently presenting an Interlocal Loan and Grant Agreement for City of Blaine under a separate agenda item.

The Administration has confirmed that sufficient fund balances are available for council approval of this request, and that the project qualifies for funding by State statute. The EDI funding application is attached for your review, along with EDI Board Meeting Notes, as you consider this recommendation at your meeting on August 7, 2019.

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

Attachments: City of Blaine's EDI Program application
Draft Meeting Notes of EDI Board meeting of 7/10/19
Rural Sales Tax Fund Projected Cash Balances 12/31/19

RECEIVED

JUN 10 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 publically-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? X ; Yes No

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

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; X 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

 17

 X Jobs In Hand *10 points*

 X Build It And Jobs Will Come *5 points*

 X Community Enhancement *2 points*

 5

Preferential Project Terms

 Loan Only *10 points*

 X Loan/Grant *5 points*

 Grant Only *2 points*

 5

Preferential Project Amounts

 X Within Dollar Limits *5 points*

 Outside Preferred Dollar Limits *0 points*

 27

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: City of Blaine

Applicant Address: 1200 Yew Avenue, Blaine

Applicant Contact Person: Ravyn Whitewolf, Public Works Director

Applicant Email and Phone Number: rwhitewolf@cityofblaine.com

PROJECT TITLE

Gateway Regional Stormwater & Wetland Facility

PROJECT AMOUNT REQUESTED

\$ 2,650,000 EDI TOTAL – (Loan \$1,766,666; Grant \$883,333)
\$ 350,000 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)

Whatcom County Economic Development Investment (EDI) Program

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

PROJECT DESCRIPTION

(one page limit)

The City is developing a regional storm water & wetland facility for the Gateway Industrial/Commercial area. The service zone is bordered by H Street, Odell Road, Pipeline Road, and SR 543. The facility will consolidate stormwater from many commercial and industrial properties into one location and provide developable parcels with stormwater connections for off-site detention instead of encumbering multiple properties with significant on-site systems; allowing these commercial/industrial entities to more fully and efficiently use the entire square footage of their property for businesses operations. With the closure of the City airport approximately 20 additional acres of property was made available for development in the Gateway Zone (mixed use) to the approximately 345 total acres in the Manufacturing District.

The city has been planning the facility for about 10 years and it is included in the Whatcom County CEDS project list. The timing for the project is now here, with planned developments coming together to utilize this available property. Without this regional stormwater project, individual parcels will be required to mitigate for their stormwater impacts individually. This will require the use of high value property for these purposes creating several independent, costly, private systems. In addition, many of these parcels contain small, low quality wetlands that pose significant development challenges and restrictions. This project includes a Regional Wetlands area that would provide collective mitigation enhancing an existing wetland that supports a large bird population.

This project will complement other projects the city has performed since 2009 (closure of municipal airport) to enhance the District and make it more attractive for private development. These improvements include: Boblett Street Project, Boblett Court (industrial access), Circuit 16/17 Loop Improvements (provides redundant three phase industrial grade power to the region), sewer & water system upgrades, and economic analysis. Storm water is the last remaining service which does not address the commercial/industrial needs on a comprehensive basis. Not only will the facility create jobs in construction, it will allow for the maximum growth potential of these properties where high-paying family-wage jobs are most prevalent.

The project consists of the following elements:

- *Design (currently at 80%)*
- *Permitting*
- *Construction*
 - *Regional pond*
 - *Conveyance system (10% of the conveyance was installed as part of earlier projects)*
 - *Trail Corridor that will tie to Skallman Park and part of Blaine Athletic Field Trail.*

All other utilities are available to and the creation of this regional storm water facility would complete the City utilities needed for the future development of all these properties.

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? X Yes ___ No

<u>Funding Source</u>	<u>Amount</u>	<u>Planned/Applied For</u>		<u>Secured</u>	
Federal Dollars	\$ _____	Yes ___	No ___	Yes ___	No ___
State Dollars	\$ _____	Yes ___	No ___	Yes ___	No ___
Local Dollars	\$ 350,000	Yes ___	No ___	Yes X	No ___
EDI Funding	<u>\$2,650,000</u>	Yes ___	No ___	Yes ___	No ___
TOTAL	\$3,000,000				

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

The City of Blaine, as part of the development of the Gateway Binding Site Plan, has taken steps to establish a Local Improvement District to fund the construction of the regional storm facility. The Gateway District has attracted Chuckanut Bay Foods as a new business and the expansion of two other Blaine Businesses (Jobs in Hand). The Gateway District still has land available with SR543 frontage for sale (Build It and They Will Come). These properties, as well as available adjacent properties will all have use of the Gateway Regional Storm Facility.

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

The project includes the design and construction of a Stormwater "wet" pond to treat quality and mitigate quantity of storm water leaving the Gateway Manufacturing District in the City of Blaine. The District consists of a number of small (2-7 acre) sites that are fully serviced with city utilities. The Gateway Regional Storm Facility will support development of over 30 acres of industrially-zoned property once part of the Blaine Municipal Airport. This project provides for a storm water facility and associated conveyance piping to mitigate storm water impacts so that these parcels can efficiently develop. The facility will provide flow control and water quality treatment required for converting the area from its existing condition to industrial/manufacturing.

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

The project makes more land available for development by eliminating small, individual Stormwater facilities or expensive underground facilities. In addition, the project incorporates a trail element which is desperately needed in the area. The maintenance access road and Stormwater conveyance from Boblett

Whatcom County Economic Development Investment (EDI) Program

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

Street will be topped with a public trail that will also surround the entire pond. The multi-modal trail is a planned extension of the Blaine Athletic Trail that starts at the Blaine School District Campus on Boblett Street and Boblett Court. The extension from Boblett Court to Pipeline Road will be built as part of the project. In addition, this trail network will tie in to the existing Skallman Pond Park which is directly adjacent to the pond. After the project is complete, the City will be filling the temporary pond (in use since 2011) in order to expand the park, so that the pond and park become an amenity for the area and not just an infrastructure improvement. Finally, the project includes a Regional Wetlands area that would provide tourism opportunities to expand upon the annual Wings Over Water Festival.

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

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

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

No.

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

These facilities will be owned, operated and maintained by the City of Blaine.

This project will not impact utility rates within the City. However, as new development occurs, new revenue will be created for the Stormwater utility in the form of monthly fees with existing rates. These fees will actually offset the additional maintenance the city will need to perform so that rates don't have to be impacted.

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?

Whatcom County Economic Development Investment (EDI) Program

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

The City will be forming a local improvement district to pay back the EDI loan. The project will be spurring indirect revenues in the form of property tax and business and occupation tax that could be used to pay for the park/trail portions of the project.

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 City is pursuing a Local Improvement District to pay back the EDI loan. Other sources of revenue that have been explored include a CERB Private Partner Grant (State) and an EDA Grant (Federal). The CERB grant is infeasible because while the project will be creating jobs, the jobs don't exceed the State median wage requirement. Because the EDA grant is Federal, the additional requirements and timelines make the grant infeasible. The city has considered revenue and general obligation bonds, but do not feel it is appropriate to impact the rate payers for a project that has such specific beneficiaries. In discussions with county officials, the EDI grant/loan was determined to be the best fit for the project.

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).

All of the developers that are purchasing or have purchased property in the Gateway District have signed a no-protest to formation of Local Improvement District and are looking forward to construction of improvements.

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

Blaine has adopted the most current version of the Department of Ecology Stormwater Management Manual for Western Washington. The Manual requires all projects that create or modify impervious surface mitigate for those improvements. Without the project, each development would require individual detention and treatment of Stormwater to comply. This would reduce the area available for development or require expensive underground structure. By utilizing a regional approach, permitting timelines are reduced, development areas are maximized and uncertainty eliminated, making the area more attractive to new development.

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).

	<u>Permit</u>	<u>In Process</u>	<u>Date Completed</u>
Mercer	--	--	2011 Construction Complete
Chuckanut Foods	--	--	2018 Construction Complete
IK Trucking	Civil Plans	X	
Yorkston	Civil Plans	X	
*Unknown			

Whatcom County Economic Development Investment (EDI) Program

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

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 beauty of the Gateway District is that the zoning allows for a broad range of uses. Because it is adjacent to SR543 (Truck Route), it provides easy access for the trucking industry. Three of the uses that have selected to locate in the District relate to the trucking industry: one for inspection, the others for parking/retail and repair of trucks. Chuckanut Bay Foods, which recently completed construction, located in the district because of the easy access to the Manufacturing District, where refrigeration/storage is available. The City is actively listing the remainder of the district for sale with a local real estate broker. As part of the sale to Yorkston Fuel, the city traded a portion of the land in order to have SR543 exposure. We are hoping this last parcel for sale will include a combination of retail, medical and/or lodging.

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*	8	1	4	Unknown*	
Technical/Prof	12	4	10	Unknown*	
Office/Clerical				Unknown*	
Production	90	20	60	Unknown*	
Sales	2	3	4	Unknown*	
Skilled Crafts	8	Unknown	Unknown	Unknown*	
Others –					
Totals	120	28	78	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.

PLEASE NOTE: Numbers listed are for only 2 of the properties that will benefit from the project. We anticipate many more jobs will be created from the remaining properties when they develop; however, that information was not available at the time of this application.

- a. Projected annual gross payroll for all job classifications

**This information is exempt from disclosure to the extent permitted by RCW 42.17.*

- b. Describe fringe benefits the company offers to regular full time employees?

(health insurance, retirement plans, etc.) *Medical, Sick, Vacation, Holiday*

Whatcom County Economic Development Investment (EDI) Program

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

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

*Blaine's Comprehensive Plan (Chapter 3, Economic Development) Goal 4 includes the development of clean manufacturing facilities and business parks in the Manufacturing and Gateway zoning districts. Policy 4.3 of the plan states that "The City supports developing the infrastructure necessary to support the development and expansion of manufacturing facilities and business parks and will act as a partner to seek funds and develop infrastructure improvement programs." **This proposal facilitates the expansion of Blaine's Manufacturing District by the development of the Gateway District.***

*The principal purpose of the Comprehensive Economic Development Strategy (CEDS), written with the goal "to strengthen and sustain the regional economy...is to facilitate the retention and creation of living-wage jobs and to foster a stable and diversified regional economy." **This proposal supports the economy of Whatcom County by facilitating the creation of new family-wage jobs and further diversifies the regional economy by tapping into Blaine's strengths (border proximity, access to busiest truck crossing in the country) with new businesses that want to take advantage of those assets.***

*The Whatcom County Comprehensive Plan describes economic vitality as "public and private action designed to achieve.... job retention, job creation,.... public and private capital investment and business and community capacity-building to allow businesses or community groups to do the job themselves. **This funding proposal supports economic vitality (part of a county-wide economic strategy), by facilitating the development of new or expanded businesses in Blaine's Manufacturing District, building of public-private partnerships and creation/retention of family-wage jobs in 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?

The project will improve the natural environment by enhancing adjacent wetlands, incorporation of a new trail, and enhancement of an existing park. Because the regional pond will treat as well as detain pollution-generating Stormwater from the District, water quality in adjacent Cain Creek will be improved. The enhancement of area wetlands will also improve the quality of life for our citizens who live and work in Whatcom County because of its natural beauty. In addition, the project will also include an athletic trail that will tie into the neighboring park. Furthermore, the stormwater facility itself will have a trail around the perimeter and will invite citizens to enjoy and nearby workers and employees to take a break.

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?

There are no issues with public safety that will be helped or hindered because of our project.

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.

All requirements of the DOE Stormwater Management Manual for Western Washington and the Clean Water Act will be met by the project. In so doing, it will also create efficiencies and maximize square

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

footage of developable property, reduce costs for all parties, and reduce uncertainty for new owners. Ultimately, the success of the project will be measured by the new businesses coming to Blaine.

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

6/10/19

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

**EDI Technical Advisory Committee
PROJECT SCORING SHEET**

S = Strong
M = Medium
W = Weak

3 pts 2 pts 1 pt
S M W

ECONOMIC IMPACT

___	___	___	Develops economic development infrastructure
___	___	___	Retains or grows existing businesses
___	___	___	Spurs additional private sector investment
___	___	___	Will create new jobs
___	___	___	Will retain existing jobs
___	___	___	Provides above average wages
___	___	___	Promotes community revitalization
___	___	___	Will have significant local impact
___	___	___	Will have significant regional impact
___	___	___	Project will likely result in lasting benefit to the local community
___	___	___	Project will likely result in lasting benefit to the regional community

3 pts 2 pts 1 pt
S M W

ENVIRONMENT AND QUALITY OF LIFE

___	___	___	Protects and/or improves the natural environment
___	___	___	Supports the sustainable use of environmental resources
___	___	___	Provides significant contribution to improved health or quality of life
___	___	___	Will contribute to public safety, public health, or aesthetic improvements to community
___	___	___	Reduces pollution – water, wastewater, or storm drainage

3 pts 2 pts 1 pt
S M W

SAFETY AND PUBLIC SUPPORT

___	___	___	Project improves safety
___	___	___	Project addresses a current safety issue
___	___	___	Project is supported in approved local plans

3 pts 2 pts 1 pt
S M W

FISCAL CONSIDERATIONS

___	___	___	Project budget is well thought out and reasonable
___	___	___	Match funds in hand and sufficient
___	___	___	Is there a demonstrated need for financing
___	___	___	Source of loan repayment demonstrated
___	___	___	Asking for both grant and loan

Whatcom County Economic Development Investment (EDI) Program

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

PROJECT SCORING

S = Strong
M = Medium
W = Weak

3 pts
S

2 pts
M

1 pt
W

PROJECT READINESS

_____	_____	_____	Level of completion – engineering and design
_____	_____	_____	Detailed schedule provided
_____	_____	_____	Extent to which permits, approvals and other authorizations are met
_____	_____	_____	Time period over which private investment will occur and jobs created

_____	_____	_____	Total Number of Boxes Checked
-------	-------	-------	--------------------------------------

x3	x2	x1	Multiplied By Associated Points
-----------	-----------	-----------	--

_____	_____	_____	TOTAL SCORING POINTS
-------	-------	-------	-----------------------------

_____	TOTAL OF ALL SCORING POINTS (Max 81, Mid 54 and Minimum 27)
-------	--

Bonus Points:

_____	Add: 100 points if Project is “Jobs In Hand”
_____	Add: 50 points if Project is “Build It and Jobs Will Come”
_____	Add: 25 points if Project is “Community Enhancement”

_____	Add: 100 points if Request is Loan Only
_____	Add: 50 points if Request is Loan/Grant Combination
_____	Add: 25 points if Request is Grant Only

_____	GRAND TOTAL OF ALL SCORING POINTS (Max 281, Mid 154, Minimum 77)
-------	---

SCORING ASSESSMENT

Scoring Range of Points

281 points to 170 points	=	Compelling Application – funding should be strongly considered
169 points to 125 points	=	Moderate Application – funding might be considered
Less than 125 points	=	Weak Application – funding should not be considered



City of Blaine

1200 Yew Ave, Blaine, WA

Bus (360) 332-8820

FAX (360) 332-1724

Gateway Regional Pond
Engineers Estimate
Prepared by:
Ravyn Whitewolf, P.E.
Public Works Director
6/10/2019

DESIGN and PERMITTING			\$350,000
CONSTRUCTION			
Pond			\$1,943,120
Trail			\$50,381
Storm Conveyance			\$96,180
Mitigation			\$60,900
Subtotal	\$2,150,581		
Sales Tax			\$187,101
Total Construction			\$2,337,682
CONSTRUCTION ENGINEERING			\$250,000
CONTINGENCY			\$62,000

TOTAL		\$2,999,682
--------------	--	--------------------

Local		\$350,000.00
Balance	\$2,649,681.55	
EDI		
Loan	2/3	\$1,766,454.36
Grant	1/3	\$883,227.18

Funding Needed: \$2,650,000

**Public Works
1200 Yew Ave, Blaine
(360)332-8820**

GATEWAY REGIONAL POND



Project Goals

- Storm water treatment for water quality and flow control.
- Habitat creation with wetland enhancements.
- Maximizes use of available land, facilitating development.
- Job creation in hand for various uses.
- LID commitments in hand from land owners developing the properties in the area.
- Multi-modal trail around perimeter and connecting to trail system.



REGIONAL SOLUTION TO STORM WATER MANAGEMENT MADE POSSIBLE

The Blaine Manufacturing District consists of a number of small (2-7 acre) sites that are fully serviced with city utilities. The Gateway Regional Storm Facility will support development of over 30 acres of industrially-zoned property once part of the Blaine Municipal Airport. This project provides for a storm water facility and associated conveyance piping to mitigate storm water impacts so that these parcels can efficiently develop. The facility will provide flow control and water quality treatment required for converting the area from its existing condition to industrial/manufacturing. The city has been planning the facility for about 10 years and it is included in the Whatcom County CEDS project list. The timing for the project is now here, with planned developments coming together to utilize this available property.

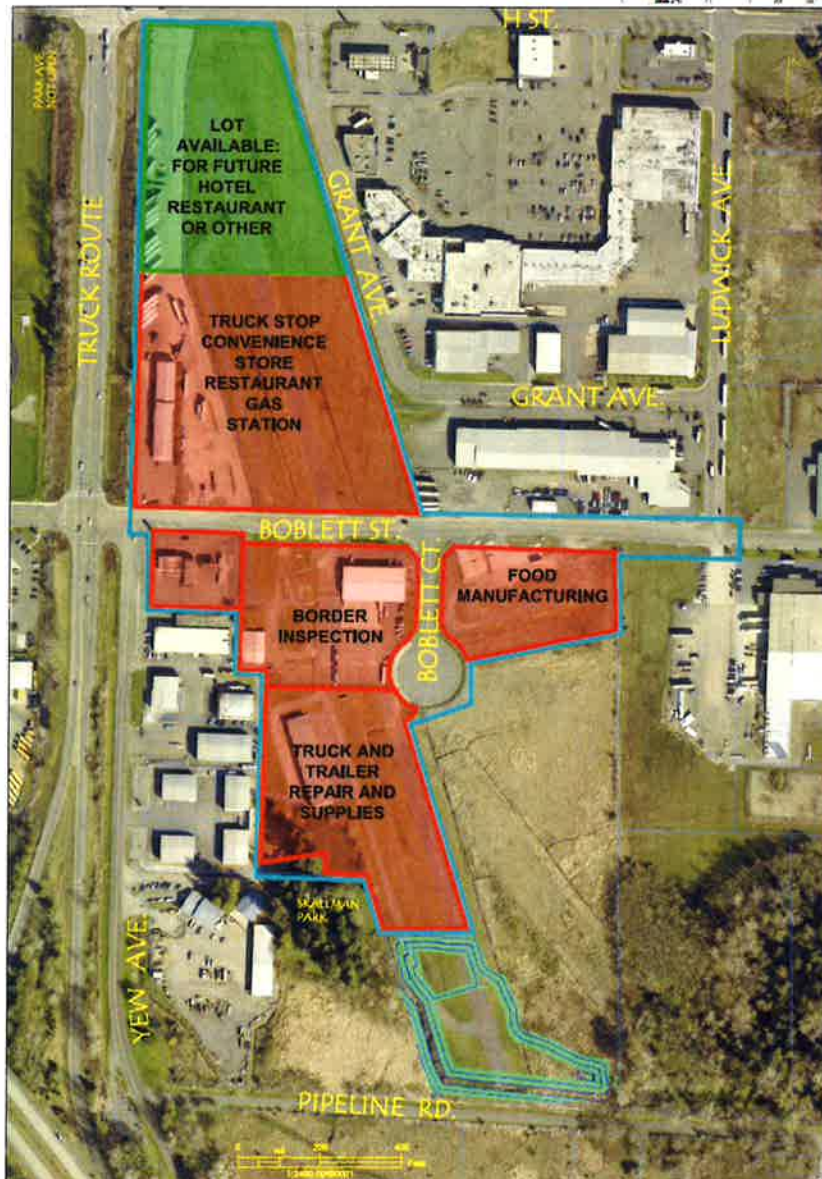


PROJECT FACILITATES JOB CREATION

The project facilitates job creation by maximizing development of properties within the Gateway District, formally the site of the Blaine Municipal Airport. The city acquired the airport in 2008 with the specific purpose of selling it for development. The city council has authorized purchase and sale agreements for border inspection services, food manufacturing, truck stop with convenience store and restaurant, and a truck and trailer repair and supply company. One parcel remains for sale, and could include a motel or restaurant.

Contact: Ben Kuiken, P.E. bkuiken@cityofblaine.com

VICINITY MAP



CONTRIBUTING DRAINAGE AREA

RURAL SALES TAX FUND (EDI/PUBLIC UTILITIES IMPROVEMENT FUND)

PROJECTED CASH BALANCE THROUGH 12/31/2019 (1999 - 2019)

	<u>Sales Tax</u>	<u>Expenditures</u>	<u>Grant Revenue</u>	<u>Interest</u>	<u>Principal</u>	<u>Estimated</u>
	<u>Revenue</u>			<u>Revenue</u>	<u>Repayments</u>	<u>Cash</u>
						<u>Balances</u>
Fund Balance Allocation						
Capital Facilities Expend (30%)	17,582,161	(15,121,090)	50,000	-	-	2,511,071
Grant Expenditures (35%)	20,512,522	(16,921,259)	-	-	-	3,591,263
Other Agency Loans (35%)	20,512,522	(19,172,346)	-	-	-	1,340,176
Loan Interest & Repayments	-	-	-	993,981	7,414,035	8,408,016
Total	58,607,205	(51,214,695)	50,000	993,981	7,414,035	15,850,526

PROJECTED CASH BALANCE THROUGH 12/31/2020 (including unbudgeted commitments)

	<u>1/1/2020</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>12/31/2020</u>
	<u>Estimated</u>	<u>Expenditures</u>	<u>2020</u>	<u>2020</u>	<u>Estimated</u>
	<u>Beginning</u>	<u>Including</u>	<u>Grant</u>	<u>Interest</u>	<u>Cash Balance</u>
	<u>Cash Balances</u>	<u>Commitments</u>	<u>Revenue</u>	<u>Revenue</u>	<u>Repayments</u>
Fund Balance Allocation					
Capital Facilities Expend (30%)	2,511,071	(99,284)	-	-	-
Grant Expenditures (35%)	3,591,263	(1,819,532)	-	-	-
Other Agency Loans (35%)	1,340,176	(675,692)	-	-	-
Loan Interest & Repayments	8,408,016	-	-	103,314	1,168,507
Total	15,850,526	(2,594,508)	-	103,314	1,168,507
					19,183,041

Whatcom County
Rural Sales Tax

Cost Center	Description	Type of Activity	Expenditure Detail								Unbudgeted Commitments	Total
			Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Budget 2019	Budget 2020			
332100	Courthouse Exterior	Capital Fac	80,607.00	38,342.74	-	752,621.00	-	1,510,475.00	-	-	-	2,382,045.74
332100	State Street Bldg Acq & Improve.	Capital Fac	-	400,000.00	-	-	-	-	-	-	-	1,650,000.00
332100	CH Improvements	Capital Fac	-	91,000.00	-	251,691.00	-	-	-	-	-	342,691.00
332100	Girard Street PB	Capital Fac	-	511,000.00	-	-	-	-	-	-	-	511,000.00
332100	Trf to fund Radio Mgr FTE	Capital Fac	-	-	-	-	-	-	65,758.00	-	-	65,758.00
332120	Construction Management	Capital Fac	7,587.74	11,407.89	13,466.01	6,915.47	8,473.53	33,486.00	33,526.00	-	-	692,481.77
332200	CH Remodel - 2nd Floor	Capital Fac	-	-	-	-	-	-	-	-	-	64,920.00
332201	Glacier Restrooms	Capital Fac	-	-	-	-	-	-	-	-	-	19,627.74
332203	Hannegan Rd Signalization	Capital Fac	-	-	-	-	-	-	-	-	-	1,500,000.00
332204	Williamson Way	Capital Fac	-	-	-	-	-	-	-	-	-	126,493.50
332206	Civic Center Eval & Remodel	Capital Fac	-	-	-	-	-	-	-	-	-	2,379,487.91
332207	Data Center Generator	Capital Fac	21,767.60	-	-	-	-	-	-	-	-	207,949.09
332214	Council Chambers Improvements	Capital Fac	-	-	-	-	56,993.81	-	-	-	-	56,993.81
332219	POB - ED Consortium	Capital Fac	-	-	-	-	-	-	-	-	-	100,000.00
332220	Fiber Optic Cable	Capital Fac	-	-	-	-	-	-	-	-	-	62,756.00
332235	Interim Jail Work Center	Capital Fac	-	-	-	-	-	-	-	-	-	1,654,000.16
332245	One Stop Shop	Capital Fac	-	-	-	-	-	-	-	-	-	388,051.02
332247	SBD/Ctr for Econ Vitality	Capital Fac	-	-	-	-	-	-	-	-	-	130,800.00
332255	Kendall Comm Ctr/ E. Whatcom Reg	Capital Fac	46,468.00	63,000.00	-	-	-	-	-	-	-	1,993,811.00
332300	Masters Facilities Planning	Capital Fac	-	-	-	-	-	-	-	-	-	359,445.49
332400	Jail Controls	Capital Fac	-	-	-	-	-	-	-	-	-	52,629.78
332401/402	CH Rotunda/2nd Fl Roof Replacement	Capital Fac	-	-	-	-	-	-	-	-	-	178,164.78
332404	CH 1st Floor Carpet Replacement	Capital Fac	-	-	-	-	-	-	-	-	-	6,459.47
332405	CH Domestic Hotwater Heater	Capital Fac	-	-	-	-	-	-	-	-	-	36,490.56
332406	NWEC - Innovation Resource Ctr	Capital Fac	-	-	-	-	-	-	-	-	-	71,317.20
3320519001	Forest St Improvements	Capital Fac	-	-	-	-	-	99,000.00	-	-	-	99,000.00
3320519002	Champion Str Parking Lot	Capital Fac	-	-	-	-	-	89,000.00	-	-	-	89,000.00
Total Capital Facilities			156,430.34	1,114,750.63	13,466.01	1,011,227.47	65,467.34	1,731,961.00	99,284.00	-	-	15,220,374.02
332100	PUD Fiber Optics Plan	Grant	-	-	-	-	-	-	-	-	-	162,283.41
332100	Economic Develop Strat Plan	Grant	-	-	-	-	-	-	-	-	-	90,000.00
332100	Trf to Public Safety Radio Fund	Grant	-	-	-	-	-	515,000.00	-	-	-	515,000.00
332205	EDI Grant-WSU	Grant	-	-	-	-	-	-	-	-	-	300,000.00
332210	Femdale EDI Centennial Riverfront	Grant	-	-	-	-	-	-	-	-	-	504,900.00
332213	Femdale Affordable Housing	Grant	-	-	-	-	-	-	-	-	1,500.00	25,000.00
332215	Bowen Field Expansion Project	Grant	1,000.00	8,000.00	500.00	500.00	1,000.00	-	-	-	-	175,000.00
332216	West Lynden Infrastructure Imp.	Grant	-	-	-	-	-	-	-	-	-	970,952.00
332217	West Illinois/ Timpson Way	Grant	-	-	-	-	-	-	-	-	-	350,000.00
332218	POB Index Industries	Grant	-	-	-	-	-	-	-	-	-	200,000.00
332219	POB-ED Consortium	Grant	108,257.80	117,742.28	121,369.50	117,812.52	443,700.00	710,800.00	447,300.00	620,732.00	-	3,011,006.15
332219	WCOG - Update CEDS List	Grant	-	12,500.00	-	-	-	-	-	-	-	12,500.00
332222	Everson - Mission Rd Improvements	Grant	-	-	-	-	-	-	-	-	-	249,675.00
332225	Blaine Boardwalk	Grant	-	-	-	-	-	-	-	-	-	436,667.00
332226	Nooksack Water Treatment Upgrade	Grant	-	-	-	-	-	-	-	-	-	320,000.00
332230	EDI Program Admin-ED	Grant	-	320,000.00	-	-	-	-	-	-	-	213,000.00
332231	BTC NW Center for Fisheries	Grant	-	-	-	-	-	-	-	-	-	400,000.00

NOTES

David C. Little, Jr.

NOTES

Cost Center	Description	Type of Activity	Expenditure Detail						Budget		Unbudgeted Commitments	Total
			Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Budget 2019	Budget 2020			
222	332235 Interium Jail Work Center	Grant	-	-	-	-	-	-	-	-	1,358,000.00	
	332238 POB - Walsh Marine Bldg	Grant	-	-	-	-	-	-	83,333.00	-	83,333.00	
	332241 NW Economic Cnl-Business Dvlp	Grant	-	-	-	-	-	-	-	-	83,682.80	
	332250 City of Sumas - Haul Road	Grant	-	-	-	-	-	-	-	-	225,000.00	
	332255 Kendall Comm Ctr/E. Whatcom Reg	Grant	-	-	-	-	-	-	-	-	372,792.00	
	332232 COB W Bakerview Overpass	Grant	-	-	-	-	-	-	-	-	300,000.00	
	332901 PI Roberts Medical Clinic	Grant	-	-	-	-	-	-	-	-	25,000.00	
	3320401 Market Depot Bham Grant	Grant	-	-	-	-	-	-	-	-	214,000.00	
	3320402 Delta Line Rd Visia	Grant	-	-	-	-	-	-	-	-	170,000.00	
	332100 Birch Bay Dr & Pedestrian Facility	Grant	-	-	-	500,000.00	-	-	-	-	500,000.00	
	332227 City of Lynden - Water Treatment	Grant	-	2,000,000.00	-	-	-	-	-	-	2,000,000.00	
	332229 COB Waterfront Project	Grant	-	-	-	-	1,100,000.00	-	-	-	1,100,000.00	
	332228 COB-Regional Stormwater Facility	Grant	-	825,000.00	-	-	-	-	-	-	825,000.00	
	332237 Grandview/North Gale Water Pipeline	Grant	-	-	-	-	-	-	800,000.00	-	800,000.00	
	Unbudgeted POB Rural Broadband	Grant	-	-	-	-	-	-	-	-	750,000.00	
	332233 POB - C Street Terminal	Grant	-	-	1,000,000.00	-	-	-	-	-	1,000,000.00	
	332234 POB - All American Marine	Grant	-	-	1,000,000.00	-	-	-	-	-	1,000,000.00	
	Total Grant			109,257.80	3,283,242.28	2,121,869.50	618,312.52	1,544,700.00	2,109,133.00	447,300.00	1,372,232.00	18,740,791.36
	332202 Port of Bellingham	Loan	-	-	-	-	-	-	-	-	-	500,000.00
332210 Ferndale-EDI Centennial Riverfront	Loan	-	-	-	-	-	-	-	-	-	1,206,458.00	
332213 Ferndale Affordable Housing	Loan	49,341.70	242,229.10	96,143.60	253,209.61	142,800.00	270,000.00	-	205,692.36	1,700,000.00		
332215 Sumas-Bowen Field	Loan	-	-	-	-	-	-	-	-	175,000.00		
332216 West Lynden Infrastructure Imp.	Loan	-	-	-	-	-	-	-	-	1,941,905.00		
332218 POB Index Industries	Loan	-	-	-	-	-	-	-	-	500,000.00		
332222 Everson - Mission Rd Improvements	Loan	-	-	-	-	-	-	-	-	249,675.00		
332224 Nooksack Valley School District	Loan	-	-	-	-	-	-	-	-	600,000.00		
332225 Blaine Boardwalk	Loan	-	-	-	-	-	-	-	-	873,333.00		
332228 Nooksack Water Treatment Upgrade	Loan	-	640,000.00	-	-	-	-	-	-	640,000.00		
332238 POB - Walsh Marine Bldg	Loan	-	-	-	-	-	-	166,667.00	-	166,667.00		
332232 COB W Bakerview Overpass	Loan	-	-	-	-	-	-	-	-	350,000.00		
332227 City of Lynden - Water Treatment	Loan	-	4,000,000.00	-	-	-	-	-	-	4,000,000.00		
332228 COB-Regional Stormwater Facility	Loan	-	1,675,000.00	-	-	-	-	-	-	1,675,000.00		
332236 NW WA Fair Ag Center	Loan	-	-	-	-	-	-	-	470,000.00	470,000.00		
332237 Grandview/North Gale Water Pipeline	Loan	-	-	-	-	-	-	-	-	800,000.00		
332233 POB - C Street Terminal	Loan	-	-	-	-	-	-	800,000.00	-	2,000,000.00		
332234 POB - All American Marine	Loan	-	-	-	-	-	2,000,000.00	-	-	2,000,000.00		
Total Loan			49,341.70	6,557,229.10	2,096,143.60	2,253,209.61	142,800.00	1,236,667.00	-	675,692.36	19,848,038.00	
Total			315,029.84	10,955,222.01	4,231,479.11	3,882,749.60	1,752,967.34	5,077,761.00	546,584.00	2,047,924.36	53,809,203.38	
											53,809,203.38	

Notes:

Does not include CIP items: NW Annex move tenant improvements \$260k, additional State St improvement projections of \$5.6 million, additional Public Safety Radio System protections of \$3.6 million

Minutes of Whatcom County EDI Board Meeting

July 10, 2019 – 9:00 a.m.

Board Members present at Meeting:

Jack Louws, County Executive	Tyler Schroeder, Deputy Executive
Kelli Linville, Mayor, City of Bellingham	David Franklin, At-Large
Ken Bell, POB Commissioner	Don Goldberg, Associate Development Org.
Aubrey Stargell, Timber Industry	Jeff McClure, PUD#1
Bonnie Onyon, City of Blaine Mayor	Guy Occhiogrosso, Chamber of Commerce

Board Members absent:

Rud Browne, Whatcom County Council	Stephen A. Jones, Agricultural Industry
Scott Korthuis, City of Lynden Mayor	Jim Kyle, Fishing Industry

Staff present:

Tawni Helms and Suzanne Mildner, County Executive Office

Guests present:

Ravyn Whitewolf, City of Blaine	Michael Jones, City of Blaine
Ron Freeman, Blaine	Mike Ken, Blaine
Ken Van Winkle, Bellingham Housing Authority (BHA)	
Janice Willis, BHA	Cameron Hatcher, BHA
Inga Drechsel, Freeland & Associates	Nancy Larsen, Whatcom Skagit Housing
David Yorkston, Yorkston Oil Company	Matt Yorkston, Yorkston Oil Company
Jim Gibson, Chuckanut Bay Foods	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 4-16-19 EDI Board meeting

Chair Louws asked if there were any amendments to the minutes. There was one correction on Page 3 – reference to Mr. Goldfogel is incorrect; should be Goldberg. Receiving no further amendments, Executive Louws accepted the minutes into the record with the change noted above.

3. EDI Fund Review – Projected Cash Balances as of 12/31/19

A handout of the Rural Sales Tax/EDI Fund was provided to board members. Deputy Executive Schroeder briefly went over the revenues, expenditures and commitments noted on the revised spreadsheet. At year end 2019 there are projected cash balances of \$2.5 million for capital/county projects, \$1.3 million for agency loans, and \$3.5 million available for agency grants. It was noted that more than ½ of the 2020 Fund Balance is due to loan repayments and suggested the Board may want to discuss in the future. 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: City of Blaine's project for Gateway Regional Stormwater Project

Chair Louws introduced Ravyn Whitewolf, Public Works Director for the City of Blaine, and invited her to address the board. Ms. Whitewolf presented a power point which summarized the project and the benefits it will bring to the community and the region at large. This project is for a regional storm water and wetland facility for the Gateway industrial and commercial area. This will support development of over 30 acres of industrial zone properties and provide developable parcels with stormwater connections. She spoke about the support of various stakeholders, some of whom are present today at this meeting. The airport property which Blaine has

acquired adds approximately 30 acres for this redevelopment effort. There will be a pond area set aside, with trails for recreational use. The issue of job retention and job creation was outlined, along with the potential for future jobs. The existing wetlands will be enhanced and water quality improved in Cain Creek. The project budget was outlined briefly, and Ms. Whitewolf noted that the city's portion of the budget does not include the value of the land, which is \$440,000. If funded, this project is ready to begin immediately, with a contractor already lined up – their goal is to start and finish the project in 2019.

Chair Louws opened the issue to discussion. Mayor Linville expressed her strong support for this project, saying it is an *ideal* “EDI” project. There was some discussion about the LID, when and how it will be structured, etc. and Ms. Whitewolf indicated there are further discussions to be had with stakeholders on LID structuring, considering upfront payments or perhaps interest over time. Chair Louws offered his support for the project, as did Mr. McClure, who said he is very much in favor of regional stormwater as an economic benefit.

Mr. Franklin made a motion to recommend approval to the County Council for the City of Blaine's request for a \$1,766,666 loan and an \$883,333 grant from the EDI Program for this project. The motion was seconded by Mayor Linville. Chair Louws 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 10-0**. Mr. Schroeder said the administration will make an effort to move this recommendation forward quickly and expect that it will go before County Council at the August 7th meeting.

5. Bellingham Housing Authority's Samish Way Development Project

Executive Louws introduced Ken Van Winkle, Director of the Bellingham Housing Authority, and asked him to address the board. Mr. Van Winkle presented a power point which summarized the project. It is a two phase project and proposes construction of 69-units of housing as well as offices for Housing Authority staff. The subject property was acquired from City of Bellingham and the construction period is expected to be 16 months. Mr. Franklin asked about the office space and suggested the need is greater for housing and therefore he supports funding for housing but not office space construction. Mr. Van Winkle clarified that the EDI funds requested are not allocated to office space – that portion will come from the housing authority budget. One of the reasons they are planning for new office space, besides the problems with the current building with all its inefficiencies, is that it is a good time to sell that property now. They also want a front end presence for the new housing and the urban village.

Discussion continued with questions raised about the request for loan repayment being deferred, the alignment this project has with the Housing Affordable for the Workforce model, leveraging other funding and additional housing units, and height restrictions in this area (noted that Phase 2 will allow for increased height). Mr. McClure commented about the parking ratio having an impact on the total number housing units. He said he's supportive of this project but would recuse himself from voting due to his professional involvement.

Mr. Goldberg commented he supports the project however he's not in favor of the loan terms in the application: 50 years is out of line. Also, the property is in the opportunity zone which will provide greater return to investors. Chair Louws said this is a good project for urban village revitalization, but has reservations regarding whether EDI money is the right fit. Discussion continued.

Mayor Linville made a motion that the board accepts this proposal, in order to get it on the floor for further discussion. Mr. Goldberg seconded the motion. Chair Louws offered an amendment

to the motion suggesting the loan terms be discussed in more detail. He noted that Senate HB 1406 will be coming online in Washington communities in the coming year, and should be considered as another funding source. This idea was discussed further. Mr. Louws moved that the board approve a recommendation to the County Council for a loan of \$600,275.00 at 1% interest, with no deferment, and for a loan term of 20 years. Mayor Linville accepted this motion as a friendly amendment and seconded the motion. There being no further discussion, the vote was taken and the **motion passed unanimously 9-0** (Mr. McClure abstained).

Mayor Onyon made a motion that prior to the EDI board making another recommendation on a affordable housing project the board will consider how potential dollars from HB 1406 can be utilized instead of EDI dollars. Commissioner Bell seconded the motion. Mr. Occhiogrosso commented it seems more appropriate for EDI dollars to be used for affordable housing if the housing is going to be utilized for workforce housing. A vote was taken and the **motion carried unanimously 10-0**.

6. Future Applications

Chair Louws told the board that he will be recommending to the County Council that \$168,000 in EDI loan payments be re-integrated into the EDI fund. He also took a brief moment to review upcoming projects that may be brought before the board in the coming months.

7. Other business - None

Meeting was adjourned at 10:26 a.m.

NEXT MEETING DATE: TBD

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-422

File ID:	AB2019-422	Version:	1	Status:	Agenda Ready
File Created:	07/25/2019	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Special Executive Only Item		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request approval of the Economic Development Investment (EDI) Board's recommendation for funding of the Bellingham Housing Authority's request for a loan in the amount of \$600,275

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and EDI Program application

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Meeting Notes, Application, Fund projections



MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws, County Executive
Subject: Economic Development Investment Board – Funding Recommendation for Bellingham Housing Authority
Date: July 25, 2019

The Bellingham Housing Authority recently submitted an application for funding through the EDI Program for the Samish Way Development project. At the last meeting of the EDI Board, the following recommendation was adopted by the Board and is being presented for confirmation by the County Council.

If this recommendation of the Board is adopted by the Council, the administration will proceed with the preparation of an agreement with the Bellingham Housing Authority, as well as a supplemental budget request for County Council review and approval.

<u>Funding Request</u>	<u>Board Recommendation</u>	<u>Vote</u>
\$600,275 (loan)	\$600,275 (loan)	9-0-1

The Administration has confirmed that sufficient fund balances are available for council approval of this request, and that the project qualifies for funding by State statute. The EDI funding application is attached for your review as you consider this recommendation at your meeting on August 7, 2019.

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

Attachments: Bellingham Housing Authority's EDI Program application
Meeting Notes of EDI Board meeting of 7/10/19
Rural Sales Tax Fund Projected Cash Balances 12/31/19

Minutes of Whatcom County EDI Board Meeting

July 10, 2019 – 9:00 a.m.

Board Members present at Meeting:

Jack Louws, County Executive
Kelli Linville, Mayor, City of Bellingham
Ken Bell, POB Commissioner
Aubrey Stargell, Timber Industry
Bonnie Onyon, City of Blaine Mayor

Tyler Schroeder, Deputy Executive
David Franklin, At-Large
Don Goldberg, Associate Development Org.
Jeff McClure, PUD#1
Guy Occhiogrosso, Chamber of Commerce

Board Members absent:

Rud Browne, Whatcom County Council
Scott Korthuis, City of Lynden Mayor

Stephen A. Jones, Agricultural Industry
Jim Kyle, Fishing Industry

Staff present:

Tawni Helms and Suzanne Mildner, County Executive Office

Guests present:

Ravyn Whitewolf, City of Blaine
Ron Freeman, Blaine
Ken Van Winkle, Bellingham Housing Authority (BHA)
Janice Willis, BHA
Inga Drechsel, Freeland & Associates
David Yorkston, Yorkston Oil Company
Jim Gibson, Chuckanut Bay Foods

Michael Jones, City of Blaine
Mike Ken, Blaine
Cameron Hatcher, BHA
Nancy Larsen, Whatcom Skagit Housing
Matt Yorkston, Yorkston Oil Company
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 4-16-19 EDI Board meeting

Chair Louws asked if there were any amendments to the minutes. There was one correction on Page 3 – reference to Mr. Goldfogel is incorrect; should be Goldberg. Receiving no further amendments, Executive Louws accepted the minutes into the record with the change noted above.

3. EDI Fund Review – Projected Cash Balances as of 12/31/19

A handout of the Rural Sales Tax/EDI Fund was provided to board members. Deputy Executive Schroeder briefly went over the revenues, expenditures and commitments noted on the revised spreadsheet. At year end 2019 there are projected cash balances of \$2.5 million for capital/county projects, \$1.3 million for agency loans, and \$3.5 million available for agency grants. It was noted that more than ½ of the 2020 Fund Balance is due to loan repayments and suggested the Board may want to discuss in the future. 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: City of Blaine's project for Gateway Regional Stormwater Project

Chair Louws introduced Ravyn Whitewolf, Public Works Director for the City of Blaine, and invited her to address the board. Ms. Whitewolf presented a power point which summarized the project and the benefits it will bring to the community and the region at large. This project is for a regional storm water and wetland facility for the Gateway industrial and commercial area. This will support development of over 30 acres of industrial zone properties and provide developable parcels with stormwater connections. She spoke about the support of various stakeholders, some of whom are present today at this meeting. The airport property which Blaine has

acquired adds approximately 30 acres for this redevelopment effort. There will be a pond area set aside, with trails for recreational use. The issue of job retention and job creation was outlined, along with the potential for future jobs. The existing wetlands will be enhanced and water quality improved in Cain Creek. The project budget was outlined briefly, and Ms. Whitewolf noted that the city's portion of the budget does not include the value of the land, which is \$440,000. If funded, this project is ready to begin immediately, with a contractor already lined up – their goal is to start and finish the project in 2019.

Chair Louws opened the issue to discussion. Mayor Linville expressed her strong support for this project, saying it is an *ideal* "EDI" project. There was some discussion about the LID, when and how it will be structured, etc. and Ms. Whitewolf indicated there are further discussions to be had with stakeholders on LID structuring, considering upfront payments or perhaps interest over time. Chair Louws offered his support for the project, as did Mr. McClure, who said he is very much in favor of regional stormwater as an economic benefit.

Mr. Franklin made a motion to recommend approval to the County Council for the City of Blaine's request for a \$1,766,666 loan and an \$883,333 grant from the EDI Program for this project. The motion was seconded by Mayor Linville. Chair Louws 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 10-0**. Mr. Schroeder said the administration will make an effort to move this recommendation forward quickly and expect that it will go before County Council at the August 7th meeting.

5. Bellingham Housing Authority's Samish Way Development Project

Executive Louws introduced Ken Van Winkle, Director of the Bellingham Housing Authority, and asked him to address the board. Mr. Van Winkle presented a power point which summarized the project. It is a two phase project and proposes construction of 69-units of housing as well as offices for Housing Authority staff. The subject property was acquired from City of Bellingham and the construction period is expected to be 16 months. Mr. Franklin asked about the office space and suggested the need is greater for housing and therefore he supports funding for housing but not office space construction. Mr. Van Winkle clarified that the EDI funds requested are not allocated to office space – that portion will come from the housing authority budget. One of the reasons they are planning for new office space, besides the problems with the current building with all its inefficiencies, is that it is a good time to sell that property now. They also want a front end presence for the new housing and the urban village.

Discussion continued with questions raised about the request for loan repayment being deferred, the alignment this project has with the Housing Affordable for the Workforce model, leveraging other funding and additional housing units, and height restrictions in this area (noted that Phase 2 will allow for increased height). Mr. McClure commented about the parking ratio having an impact on the total number housing units. He said he's supportive of this project but would recuse himself from voting due to his professional involvement.

Mr. Goldberg commented he supports the project however he's not in favor of the loan terms in the application: 50 years is out of line. Also, the property is in the opportunity zone which will provide greater return to investors. Chair Louws said this is a good project for urban village revitalization, but has reservations regarding whether EDI money is the right fit. Discussion continued.

Mayor Linville made a motion that the board accepts this proposal, in order to get it on the floor for further discussion. Mr. Goldberg seconded the motion. Chair Louws offered an amendment

to the motion suggesting the loan terms be discussed in more detail. He noted that Senate HB 1406 will be coming online in Washington communities in the coming year, and should be considered as another funding source. This idea was discussed further. Mr. Louws moved that the board approve a recommendation to the County Council for a loan of \$600,275.00 at 1% interest, with no deferment, and for a loan term of 20 years. Mayor Linville accepted this motion as a friendly amendment and seconded the motion. There being no further discussion, the vote was taken and the **motion passed unanimously 9-0** (Mr. McClure abstained).

Mayor Onyon made a motion that prior to the EDI board making another recommendation on a affordable housing project the board will consider how potential dollars from HB 1406 can be utilized instead of EDI dollars. Commissioner Bell seconded the motion. Mr. Occhiogrosso commented it seems more appropriate for EDI dollars to be used for affordable housing if the housing is going to be utilized for workforce housing. A vote was taken and the **motion carried unanimously 10-0**.

6. Future Applications

Chair Louws told the board that he will be recommending to the County Council that \$168,000 in EDI loan payments be re-integrated into the EDI fund. He also took a brief moment to review upcoming projects that may be brought before the board in the coming months.

7. Other business - None

Meeting was adjourned at 10:26 a.m.

NEXT MEETING DATE: TBD

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



Housing Authority of the City of Bellingham

Office: 208 Unity Street – Lower Level • Bellingham

Mailing Address: P.O. Box 9701 • Bellingham, WA 98227-9701

July 3, 2019

Mr. Jack Louws
Whatcom County Executive
311 Grand Avenue
Bellingham, WA 98225

Dear Executive Louws:

The Bellingham Housing Authority (BHA), a public body corporate and politic, has secured almost all financing and equity to construct a sixty-nine (69) unit mixed use housing mid-rise, and a new BHA office headquarters at the former Aloha Motel site on Samish Way. This project is the first phase of planned two phase development that will include additional commercial spaces and 155 or more total housing units. This development requires significant street and right-of-way reconstruction, as well as reconfiguring electrical utilities. We believe this is an appropriate and productive investment for the EDI program that will complete the financing package.

The Samish Way Development includes a mixed use, mixed income, intergenerational development that meets and exceeds the goals of the City of Bellingham's Samish Way Urban Village subarea plan. Our development is an important step towards transforming this auto-oriented district into a more connected neighborhood that encourages pedestrian activity. By revitalizing this well-frequented corridor, the development will help the overall economic growth in the area by attracting businesses and future development opportunities. Understanding the importance of integration between people and places, the proposed development will maintain careful consideration for the needs of tenants and the surrounding neighborhood. The architectural and landscape design will accomplish the goal of increasing infill density while creating a setting that encourages pedestrian activity and multi-modal transit.

To make this vision a reality, BHA has garnered support from the City of Bellingham, The Washington State Department of Commerce and the Washington State Housing Finance Commission to create a feasible and highly functional project that meets the needs of the community, anchors the development of this targeted corridor and spurs economic growth. EDI funds are a key component for finalizing the complex financing required for a project of this scale.

Thank you of your consideration.

Ken Van Winkle
Director of Asset Development



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: _____

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:

The Housing Authority of the City of Bellingham received a finding in 2016 because resident safety services were paid for from the Capital Fund Grant. The finding was satisfied when the Capital Funds were allocated to appropriate capital improvement projects.

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
<u>X</u>	_____
<u>X</u>	_____
<u>X</u>	_____

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: Urban Village infrastructure is listed under City of Bellingham's portion of the CEDS list, and is for construction of critical infrastructure for the development of urban villages.

THRESHOLD PROJECT SCORING

POINTS

Preferential Project Type

5

_____	Jobs In Hand	<i>10 points</i>
<u>X</u>	Build It And Jobs Will Come	<i>5 points</i>
_____	Community Enhancement	<i>2 points</i>

10

Preferential Project Terms

<u>X</u>	Loan Only	<i>10 points</i>
_____	Loan/Grant	<i>5 points</i>
_____	Grant Only	<i>2 points</i>

5

Preferential Project Amounts

<u>X</u>	Within Dollar Limits	<i>5 points</i>
_____	Outside Preferred Dollar Limits	<i>0 points</i>

20

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.

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

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

See attachment 1A for funding sources.

<u>Funding Source</u>	<u>Amount</u>	<u>Planned/Applied For</u>		<u>Secured</u>	
Federal Dollars	\$ _____	Yes _____	No _____	Yes _____	No _____
State Dollars	\$ _____	Yes _____	No _____	Yes _____	No _____
Local Dollars	\$ _____	Yes _____	No _____	Yes _____	No _____
EDI Funding	\$ _____	Yes _____	No _____	Yes _____	No _____
TOTAL	\$ _____				

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

Approximately \$15,000,000 is the current estimate for private equity funding. The final amount will be determined during a competitive RFP process with large institutional funders competing for the 9% low income tax credits the Authority has been awarded.

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

The City of Bellingham is requiring complete reconstruction of Otis Street with curb, gutter, sidewalk, and drainage improvements. Reconfiguring electrical site distribution utilities on Otis and Laurel Streets are necessary to eliminate obsolete motel utilities. Please see attachments A and B.

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

The Samish Way Development includes a mixed use, mixed income, intergenerational development that meets and exceeds the goals of the City of Bellingham's Samish Way Urban Village subarea plan. Our development is an important step toward transforming this auto-oriented district into a connected neighborhood that encourages pedestrian activity. By revitalizing this well frequented corridor, the development will help the overall economic growth in the area by attracting businesses and future development opportunities.

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		10/17/18
Environmental Review	7/03/19	
Design Engineering		4/15/19
Right-of-Way	8/15/19	
Construction Permits	7/22/19	
Environmental Permits	7/22/19	
Bid Documents	8/22/19	
Award Construction Contract	10/1/19	
Begin Construction	11/1/19	
Project Operational	2/28/21	

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

The City of Bellingham has contributed \$1,300,298.00 in Housing Levy funds. The State of Washington has awarded \$3 million in Housing Trust funds.

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

The City of Bellingham will maintain the road infrastructure; Puget Sound Energy will maintain the electrical distribution utilities.

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 current financial model reflects cash flow and a debt coverage ratio that will support a limited revenue stream to repay an EDI loan. Commercial spaces planned for Phase 2 could spur indirect revenues that could also be used to repay an EDI loan.

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).

All revenue sources considered for this project are detailed in item 1 of this application and attachment 1A.

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).

Phase 1 includes 69 mixed income apartments owned by the Samish Way Redevelopment Partners LLLP, of which the Bellingham Housing Authority is the General Partner. The Authority also plans to build new office headquarters on the site. Phase 2 includes commercial space and two additional buildings of mixed income apartments that will also be owned by public/private limited partnerships. Several private sector investor partners have expressed interest and will be selected through a Request for Proposals process and negotiations.

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

The road and right-of-way improvements are required by the City of Bellingham in order to develop the site. The electrical utility improvements are required to replace an obsolete distribution system. Providing apartments that are affordable to a broad range of incomes limits the ability to support conventional financing.

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	<u>7/15/19</u>	_____
Construction Permits	<u>7/22/19</u>	_____
Environmental Permits	<u>7/22/19</u>	_____
_____	_____	_____

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 development is designed to attract retail, dining, and entertainment businesses, as well as bring new residents to the area to patronize other commercial establishments. The Housing Authority successfully advocated for designating the area as a federal Opportunity Zone, providing federal tax incentives for investors. The Authority is actively soliciting commercial partners.

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*					N/A
Technical/Prof		69	193	\$18	
Office/Clerical					
Production		173	340	\$29	
Sales		46	105	\$19	
Skilled Crafts					
Others		11	57	\$27	
Totals		299	695	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 \$33,035,152
- b. Describe fringe benefits the company offers to regular full time employees?
 (health insurance, retirement plans, etc.) Full time Housing Authority employees are offered medical, dental, and a \$50/month VEBA plan, with the option to participate in a FSA. Employees are also offered life and disability insurance, retirement plans, and an optional deferred compensation plan. Paid sick, vacation, and personal time are also included.
 Construction workers on this project will also be offered benefits or paid the cash equivalent of their fringe benefits based on job classification.

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

The Samish Way Development project will support Whatcom County's economy by creating additional commercial activity, catalyzing private redevelopment of this urban village, and providing rental housing that is affordable to the workforce. The construction of this project will also sustain a large number of full time jobs in the construction industry. Construction of Urban Village infrastructure is a priority on the CEDS list under the City of Bellingham section, and our project will provide vital infrastructure to the Samish Way Urban Village's revitalization.

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 project site was previously developed, and, as such, the effect on the natural environment is neutral. Prescriptive storm-water systems will be built and erosion control systems will be in-place during construction. Public safety will be enhanced with a new professional office building, new housing units, and new commercial spaces, all working together to revitalize this previously condemned site while attracting new business to this targeted urban village.

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?

The development consummates a long process by the City of Bellingham and the Bellingham Housing Authority to redevelop this condemned site and known drug haven to reduce crime and become a keystone of the Samish Way corridor redevelopment.

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.

Quantifiable outcomes of this development include expanding the tax base by establishing new businesses at this site and catalyzing additional private redevelopment in the area. Providing apartments that are affordable to a broad range of income will help stabilize the workforce by reducing residents' rent-burden, freeing up expendable income for other needs and discretionary spending. This can be measured in sales and business & occupation tax receipts and future building permits issued in the district.

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 4/22/19

Attachment 1A

Samish Way Development EDI			
<u>Funding Source:</u>	<u>Amount</u>	<u>Planned/ Applied for</u>	<u>Secured</u>
Private Equity (Federal Tax Credits)	\$ 15,000,000.00	Yes	Yes
Permanent Conventional Loan	\$1,184,540.92	Yes	Negotiations
WA Dept. of Commerce Loan	\$ 3,000,000.00	Yes	Yes
Bellingham Housing Levy (Acquisition)	\$ 668,500.00	Yes	Yes
Bellingham Housing Levy (Construction)	\$ 1,300,298.00	Yes	Yes
Whatcom County EDI Program	\$ 600,275.23	Yes	No
Whatcom County Workforce Loan	\$ 100,878.98	Yes	No
BHA Cashflow Note	\$ 780,409.00	Yes	Yes
Total	\$ 22,634,902.13		

ATTACHMENT A



208 Third Street, Lynden, WA 98264
Tel (360) 354-4757, Fax (360) 354-6794

Preliminary Electrical Cost Estimate - Site Distribution Utilities

(Revised after 5/2/2019 meeting with PSE at RMC's office)

Item	Quantity	Unit	Cost	Total
Otis Street				
<i>(Demolition only)</i>				
Remove existing pole and secondary overhead cables that has been disconnected and used to supply the hotel.	1	ea.	\$2,000.00	\$2,000.00
subtotal				\$2,000.00
Samish Way				
<i>(Remove portion of Existing 15KV Overhead, provide future underground conduits except, does not include 115KV Transmission Lines)</i>				
PSE to remove existing overhead 15KV primary system	2	span	\$4,000.00	\$8,000.00
PSE Primary power conduit (for future use)	200	lf.	\$200.00	\$40,000.00
Trenching and Backfilling	200	lf.	\$50.00	\$10,000.00
subtotal				\$58,000.00
Samish Way PSE 115KV Transmission Lines - Option 4				
<i>(No work for Phase 1)</i>				
subtotal				\$0.00
Abbott Street				
<i>(No work for Phase 1)</i>				
subtotal				\$0.00
Laurel Street				
<i>(Shrink building and move it 20 feet away from existing overhead lines so they can stay as-is for Phase 1 only)</i>				
PSE primary pole mounted near new transformer	1	ea.	\$6,000.00	\$6,000.00
PSE Primary Power Vault	1	ea.	\$7,725.00	\$7,725.00
PSE Padmount Transformer for new Building	1	ea.	\$40,000.00	\$40,000.00
PSE Primary power conduit & cables	15	lf.	\$400.00	\$6,000.00
Telephone, CATV, & Fiber conduits & cables	120	lf.	\$27.00	\$3,240.00
Trenching and Backfilling	120	lf.	\$50.00	\$6,000.00
subtotal				\$68,965.00
Contingency (6%)				\$7,737.90
Overhead, Profit, Mobilization 10%				\$13,670.29
Bellingham Sales Tax (8.7%)				\$13,082.47
TOTAL				\$163,455.66

Bid Proposal
PH-1 SAMISH WAY REDEVELOPMENT

JOB#
By: DR

Site Work Estimate
DAWSON

18.012.90
Date / Time
7/2/2019 16:27

Activity	Code	Installation of	Quantity	Description	Bid Item
1	MOB	MOBILIZATION 1-09.7	1	LS	\$34,465
0	CON	PROJECT CONTINGENCY	1	LS	\$22,746
5	PFC	C-01 RELOCATE CNG LINE EXCAVATE & BACKFILL	422	LF	\$13,348
5	PFC	C-01 SANITARY SEWER	122	LF	\$28,499
5	PFC	C-01 TYPE II CATCH BASINS	3	EA	\$24,760
5	PFC	C-01 TYPE 1 CATCH BASIN	9	EA	\$24,717
5	PFC	C-01 8" FIRE LINE OTIS ST.	60	LF	\$8,405
5	PFC	C-01 6" D.I. HYDRANT PIPE	87	LF	\$9,066
5	PFC	C-01 4" DOMESTIC WATER SERVICE LINE D.I.	65	LF	\$5,740
5	PFC	C-01 FIRE HYDRANTS	2	EA	\$12,112
5	PFC	C-01 OTIS STREET IMPROVEMENTS ASPHALT	11933	SF	\$46,897
5	PFC	C-01 OTIS STREET IMPROVEMENTS GRAVEL PATH NW SIDE	1598	SF	\$8,022
5	PFC	C-01 OTIS STREET IMPROVEMENTS SIDEWALK	6762	SF	\$85,134
5	PFC	A101 SIDEWALK NOT SHOWN OWN ON CIVIL PH1	2361	SF	\$30,693
5	PFC	C-01 OTIS STREET IMPROVEMENTS ASPHALT	11933	SF	\$47,255

BASE
W.S.S.T
\$401,858
\$34,961.64
\$436,819.57

—	= EXISTING EDGE OF ASPHALT
—	= EXISTING EDGE OF CONCRETE
—	= EXISTING CURB
—	= EXISTING SIDEWALK
—	= EXISTING STRAPE (2 YELLOW)
—	= EXISTING STRAPE (SNIP WHITE)
—	= EXISTING YELLOW DOUBLE BUTTONS
—	= EXISTING WHITE BUTTONS
—	= EXISTING STORM SEWER
—	= EXISTING STORM DRAIN
—	= EXISTING SANITARY SEWER GRAVITY
—	= EXISTING WATER LINE
—	= RECORD WATER LINE (JOB GS)
—	= EXISTING OVERHEAD ELECTRIC LINES
—	= EXISTING UNDERGROUND POWER
—	= EXISTING UNDERGROUND GAS LINE
—	= EXISTING TOP OF SLOPE LINE
—	= EXISTING TOE OF SLOPE LINE
—	= EXISTING GRADE INDEX CONTOUR
—	= EXISTING GRADE INDEX
—	= EXISTING EDGE OF LANDSCAPED AREA
—	= EXISTING CHAINLINK FENCE
—	= EXISTING WOOD FENCE

NO.	SYMBOL	DESCRIPTION	UNIT	QTY	PRICE	TOTAL	REMARKS
1	1	EXISTING 2" BRASS CAP MONUMENT W/ DRILL HOLE IN CO.		1			
2	2	FOUND REBAR AND CAP PL-540625		1			
3	3	SET P.K. NAIL		1			
4	4	SET NAIL/FLASHER		1			
5	5	SET NAIL		1			
6	6	EXISTING BENCHMARK		1			
7	7	EXISTING STORM DRAIN MANHOLE		1			
8	8	EXISTING CATCH BASIN		1			
9	9	EXISTING SANITARY SEWER CLEANOUT		1			
10	10	EXISTING GATE VALVE		1			
11	11	EXISTING WATER METER		1			
12	12	EXISTING WATER WELL		1			
13	13	EXISTING FIRE HYDRANT		1			
14	14	EXISTING HOSE BIB		1			
15	15	EXISTING BOLLARD		1			
16	16	EXISTING STOP SIGN		1			
17	17	EXISTING STREET SIGN		1			
18	18	EXISTING MALBXOX		1			
19	19	EXISTING POWER POLE		1			
20	20	EXISTING STREET LIGHT POLE		1			
21	21	EXISTING YARD LIGHT		1			
22	22	EXISTING GROUND GUY		1			
23	23	EXISTING ELECTRIC HANDHOLD		1			
24	24	EXISTING NATURAL GAS VALVE		1			
25	25	EXISTING LANDSCAPE TREE/UNKNOWN SPECIES TREE		1			
26	26	DIAMETER OF EXISTING TREE		1			
27	27	SPOT ELEVATION ON EXISTING GROUND		1			

PER CHICAGO TITLE INSURANCE COMPANY, JUNE 7, 2016 AT 8:00 A.M.,
ORDER NO. 245382907

LOTS 10, 11, 12, 13, 13, 14, 15, 16, 17, 18, 19, AND THAT PORTION OF LOT 20, LYING WESTERLY OF STATE ROAD NO. 1 (PACIFIC HIGHWAY), BLOCK 28, MAP OF ELDREDGE AND BARTLETT'S ADDITION TO THE TOWN OF SEHME, WASHINGTON COUNTY, W.T., NOW A PART OF THE CONSOLIDATED CITY OF WHATCOMMUNG, W.T., BEING THAT PORTION OF THE PLAT BEING BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 1 OF PLATS, PAGE 91, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE

TOGETHER WITH THE VACATED ALLEY, VACATED NORTHEAST TEN FEET OF LAUREL STREET, VACATED NORTHEAST TEN FEET OF PASCO STREET, AND THE VACATED SOUTHEAST TEN FEET OF OTIS STREET, ALL ABUTTING THEREOF.

EXCEPT THAT PORTION OBTAINED BY THE STATE OF WASHINGTON AND
CONVEYED TO THE STATE OF WASHINGTON FOR STATE ROAD NO. 1 OR

A DECREE OF CONDEMNATION IN THE SUPERIOR COURT OF THE STATE OF OREGON, BY:

B. STATE DEED RECORDED OCTOBER 17, 1931. IN VOLUME 220 OF
OF WASHINGTON UNDER CAUSE NO. 21361

C. STATE DEED RECORDED DECEMBER 9, 1931, IN VOLUME DEEDS, PAGE 30, UNDER AUDITOR'S FILE NO. 403154.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

1) DATA FOR THIS SURVEY WAS GATHERED BY FIELD TRAVERSE UTILIZING ELECTRONIC DATA COLLECTION IN SUMMER OF 2007 & SPRING OF 2016.

2) EQUIPMENT USED:
THEOMAT 00.01.5"
EDM: ± 1 PPM, ± 2 MM

3) MONUMENTS SET IN JULY OF 2007. (PER ROS AF

4) HORIZONTAL DATUM: NAD 83/98 WASHINGTON STATE PLANE NORTH ZONE (CITY OF BELLINGHAM)

BASIS OF BEARINGS: THE MONUMENTED NORTH LINE OF ABBOTT STREET
BETWEEN SAMISH WAY AND OTIS STREET BEARING S 88°39'38" E, AS SHOWN

5) VERTICAL DATUM: NAVD 88
HEREON, REFERENCE CITY CADASTRAL MAPPING 2005.

PROJECT BENCHMARK: FOUND BRASS DISK AT THE INTERSECTION OF ABBOTT ST. AND SAMISH WAY. COB#2115 (PSE#20 AS SHOWN)

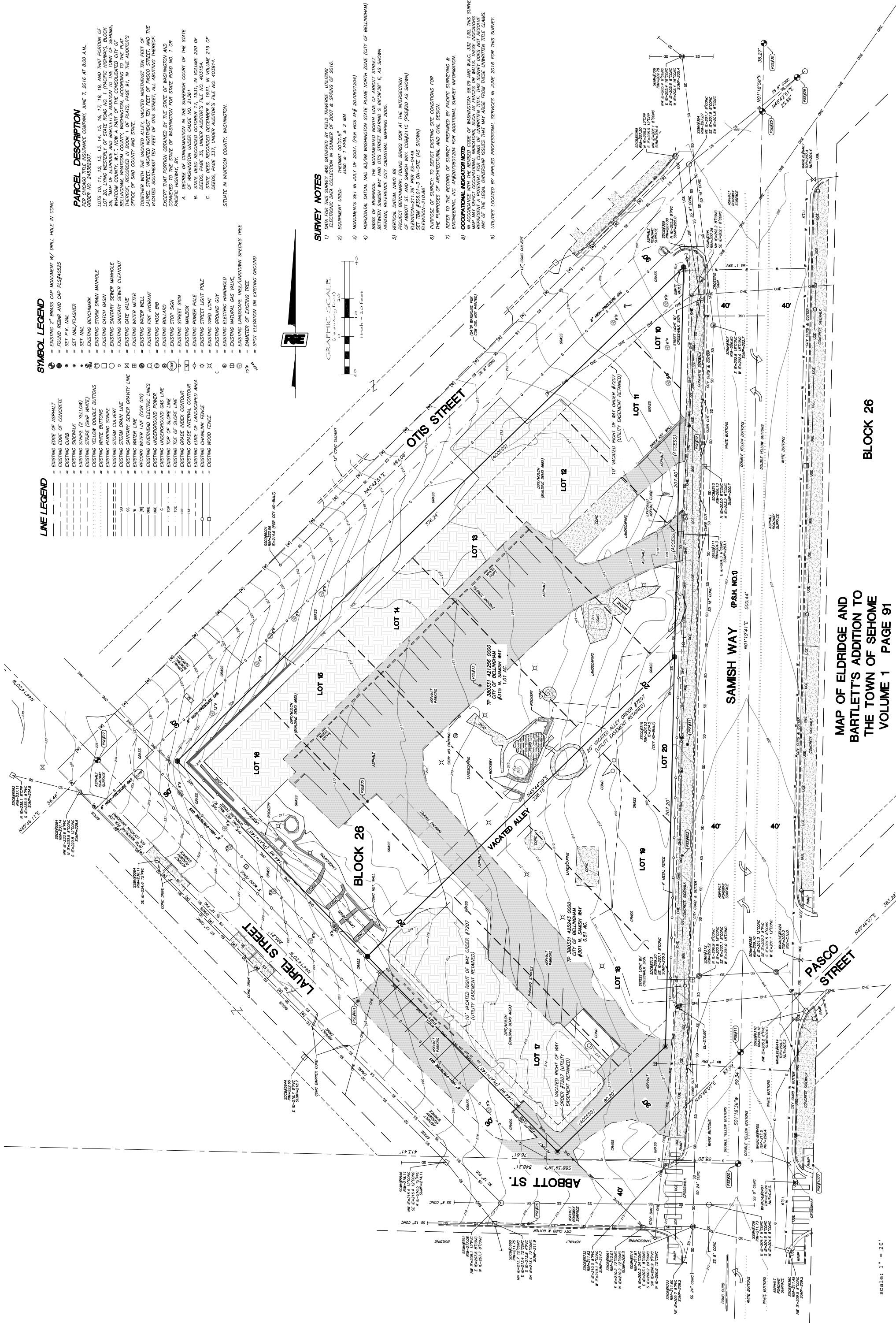
ELEVATION=211.76' PER ES-0449
SET TBM #306.01-3 ON-SITE (AS SHOWN)

ELEVATION=210.86'

THE PURPOSES OF ARCHITECTURAL AND CIVIL DESIGN.

7) REFER TO THE RECORD OF SURVEY PREPARED BY PACIFIC SURVEYING & ENGINEERING, INC. AF#2070801204 FOR ADDITIONAL SURVEY INFORMATION.

9) UTILITIES LOCATED BY APPLIED PROFESSIONAL SERVICES IN JUNE 2016 FOR THE SURVEY



Economic Impact Study on the Samish Way Redevelopment

PREPARED BY THE CENTER FOR ECONOMIC AND BUSINESS RESEARCH

Luke Dubois
Josh Grandbouche



Table of Contents

Table of Contents.....	2
Executive Summary.....	3
The Problem	3
The Solution: Affordably Priced Rental Units	3
Samish Way Redevelopment Project	3
Background Information	4
Switch from Homeowners to Renters	4
Increased Need of Affordable Housing	5
Modeling Economic Effects	5
New York State Affordable Housing Program 2011 to 2015	5
One-Time Construction Impacts:	5
Ongoing Annual Impacts:	6
50 Unit Prototypical Study	6
More Studies	6
Why Affordable Housing and Not Market-Rate?	6
Quantitative Impacts.....	7
<i>Health</i>	7
Samish Development Project Model	8
Model Assumptions and Planning	8
Phase 1 - 2019	8
Phase 2 - 2020	9
Results	9
Important Terms.....	9
Phase 1 - 2019	10
Phase 2 - 2020	11
Phase 1 and 2 Totaled (All Construction)	11
Commercial Operations.....	12
Commercial Operations & New Households	13

Executive Summary

The Problem

- 37% of households were cost-burdened by housing (2017)
 - A typical unit completed in 2017 in the US rented at an average of \$1,012 per month
 - Switch from homeowners to renters has contributed to a shortage of rental units
 - Share of renters rose from 33% in 2010 to 36% in 2017
 - 5.1 million more low-income renters than affordable units to fill them (2010)

The Solution: Affordably Priced Rental Units

- Affordable housing programs have shown to have strong positive economic and tax-generation impacts
 - NSAFAH (2011-2016) NY 2011 to 2015: **128,275 affordable housing units** were developed or preserved
 - **\$54.5 billion in economic spending** and another \$6.5 billion in spending each year after
 - **329,400 one-time jobs** and another 46,800 ongoing jobs
 - Every dollar in direct federal spending on housing capital and maintenance **resulted in another \$1.12** in indirect and induced expenditures
 - Creating 100 units results in 80 direct jobs, 42 jobs from indirect and induced effects, and 30 jobs supported by the new residents' spending
- Additional Effects
 - Spending: low-income households in affordable housing spent **nearly 5 times as much on health care, a third more on food, and two times more on retirement savings** than other low-income households
 - Health: children living in subsidized housing had a 35 percent higher chance of being classified as "well"
 - Education: children living in low income households have poorer school performance
 - Economic Mobility: over one in three interviewed had some plan for economic mobility, mainly through pursuing an education to qualify for a better job

Samish Way Redevelopment Project

155 Apartment Units and 20,000 sq. feet of commercial space

- **Phase 1 - 2019**
69 apartment units and 11,065 sq. feet of office space
 - **A total output of \$44,703,386.59**
 - 98.6 one-time jobs to earn a total of \$15,561,028.20 in compensation
 - State and local taxes to receive \$1,783,422
 - Federal taxes to receive \$3,788,663
- **Phase 2 - 2020**
86 apartment units and the remaining 9,945 square feet
 - **A total output of \$41,330,232.20**
 - 274.4 one-time jobs to earn \$14,338,494.7 in compensation
 - State and local taxes to receive \$1,643,744
 - Federal taxes gain \$3,487,690
- Ongoing Effects of Commercial Operations and New Households

The actual effect should be somewhere in between these two depending on total new households

- Commercial Operations only (no new Households)
 - A **total output of \$43,815,241.70**
 - 234.7 total jobs are supported
 - State and local taxes receive \$548,841
 - Federal taxes increase by \$3,038,023
- Commercial Operations and all new households
 - A **total output of \$48,887,715**
 - 275.3 total jobs
 - State and local tax revenues rise by \$936,313
 - Federal tax revenues rise by \$3,474,317

Background Information

In recent years, housing prices have been increasing at rates outstripping wage growth nationally, resulting in a growing number of cost-burdened households (households who spend at least 30 percent of their incomes on housing). From 2010 to 2017, real median wages have risen by just over 9 percent, with the most growth in the past couple of years. Median gross rent has increased from \$841 to \$982 over the same time period, an increase of 17 percent. This wide disparity (8 percent) indicates how much more of a given household's income must be put toward rent, as low-income households are generally more likely to rent. Gross rent as a percent of income in comparison has predictably risen, from 26.5 percent to 31.0 percent over time period of 2010 to 2017. As more household income goes toward paying rent, less is left for any consumer spending and housing insecurity risks are increased.

Nationally (2017), over 20 million renter households (50 percent) are cost-burdened by housing, nearly identical to 2010. The 2010 data did show, however, that most of those cost-burdened in 2010 were paying over 50 percent of income in rent, a serious sign of the recent 2008 recession. Extremely low income renters have it much worse; 71 percent of whom are severely cost-burdened (spend at least 50 percent of household income on housing). ¹ All these indicators are taken from US Census American Community Survey and indicate a recovery from the recession; however, housing hasn't bounced back nearly as well to pre-recession levels.

Switch from Homeowners to Renters

Homeownership rates have fallen, especially among young adults, overwhelmingly resulting from high housing costs and the blow the recession dealt to income and personal asset growth. Built up wealth was devastated amongst millennials, as the recession represented a lost chance to invest in both markets and housing. Alongside this, national median rent rose 20 percent faster than overall inflation from 1990 to 2016 and median home prices 41 percent faster, according to the "State of the Nation's Housing 2018." This is reportedly caused by increases in costs of construction, mainly due to land scarcity in metropolitan areas, although high demand for rental units following the financial crisis made this a two-pronged issue. In fact, US Census Data indicates an increase in the percent of renting households, from 33 percent in 2010 to 36 percent in 2017. The impacts are especially evident among young adults – who are often at lower income levels – that face the decision to buy a house now at historically high prices, or rent at inflated rates. They are also hesitant to buy a home due to the housing bubble that set off the most recent recession, as many who could not afford it faced foreclosure.

¹ NLIHC, 2017

Nationally, among those below the age of 35, 10 percent are living in owner-occupied homes in 2017, which is down from 13 percent in 2005. As more households demand apartments over homeownership faster than supply of apartments can go, rental rates rise and increase the need for affordable housing.

Increased Need of Affordable Housing

Rental rates that grow faster than income impact everyone, but not evenly. Those at lower income brackets are especially disadvantaged, as most new rental units are being constructed to be priced at market level (due to high construction costs limiting financing opportunities), which in most areas are not affordable to those in the bottom quartile of incomes. For example, a typical unit completed in 2017 rented at \$1,012 per month, equaling \$12,144 annually. To not be cost burdened (< 30 percent of income goes to housing costs) the household would have to make over \$40,000 annually, unobtainable for more than a third of US households. In fact, 2010 had 5.1 million more low-income renters than affordable units to fill them - a larger group than the entire Boston metro population, according to the State of the Nation's Housing 2013. This shortage has been further exacerbated more recently, affecting severely low income more than any other group. There were 7.4 million severely low income households than affordable rental units in 2017.²

To make matters worse, affordable housing does not always mean available housing. NLIHC found that of 7.5 million homes affordable to lower income households 3.5 million of these are occupied by higher income households.³ By limiting these new units to low income households, as done in Low Income Housing Programs, the shortage can be addressed.

Modeling Economic Effects

Numerous other impact studies have run input-output modeling software to quantify the effects of constructing affordable housing units. They vary in location, year, and type of housing subsidy but all demonstrate strong positive impacts from developing affordable housing units. These impacts take the form of direct effects (construction related), indirect effects (industries supporting construction), and induced effects (impact of those new residents' and worker's local consumption spending). In addition, federal and state taxes see an increase in revenues from these affordable housing projects.

New York State Affordable Housing Program 2011 to 2015

HR&A Advisors, 2017

From 2011 to 2015 128,275 affordable housing units were developed or preserved, at an average of 25,655 each year, with 83 percent of these located within New York City. This was done thanks to an investment of \$30.8 billion from government, non-profit, and private sectors.

One-Time Construction Impacts:

- \$54.5 billion in Economic Spending
 - The investment of \$30.8 billion towards direct construction costs
 - 12.9 billion resulting in indirect effects
 - 10.8 in induced spending
- 329,400 jobs; at a total of \$20.9 billion in compensation for those jobs
 - 152,100 construction jobs

² NLIHC, 2017

³ NLIHC, 2017

- 98,200 jobs in indirect effect from industries supporting construction
- 79,100 jobs from induced effects of those new resident's spending

Ongoing Annual Impacts:

- \$6.5 billion in economic spending:
 - \$4 billion in direct/construction spending
 - \$1.26 billion in indirect spending
 - \$1,181 in induced spending
- 46,800 jobs
 - 32,800 direct jobs
 - 6,900 indirect jobs
 - 7,100 Induced jobs

From the \$30.8 billion spent on developing or preserving 128,275 affordable housing units, there was a total of nearly \$55 billion in one-time construction spending and \$6.5 billion in spending each year after construction. It also supported 329,400 one-time jobs and 46,800 permanent jobs.

50 Unit Prototypical Study

Even more, HR&A reported estimates that were scaled down to only the effects of 50 units of affordable housing for construction in New York State. They found that from a \$9.4 million investment there could be approximately \$16.6 million in total economic spending, the impact felt in \$3.9 million in indirect effect and \$3.3 million in induced effects. They also found 100 total one time jobs: 46 from construction, 30 from indirect effects, and 24 from induced effects. Finally, the annual ongoing spending generated every year after construction through operations totaled \$2 million.

More Studies

Other meta-analyses have attempted to generalize the economic benefits of affordable housing to be true regardless of the project's location. Econsult found in a 2007 analysis of ten metro areas that for every dollar of direct federal spending on capital and maintenance an additional \$1.12 in indirect and induced expenditures is generated by suppliers, vendors, and wage earners. On average, that total spending supported 244 jobs in each metro area.⁴ The National Association of Home Builders estimate the number of jobs supported by the creation of new housing for both the Low Income Housing Tax Credit (LIHTC), a form of affordable housing program, and market-rate housing and found very little difference between the two; in creating 100 units, there are 80 direct jobs, 42 jobs from indirect and induced effects, and 30 jobs supported by the new residents (2 more for market rate).⁵ This may appear to mean there is no reason to encourage affordable housing, however, there are several more qualitative effects as well as the Census metrics discussed previously.

Why Affordable Housing and Not Market-Rate?

Of course, the same level of construction spending could have been taken on in creating market-rate units; however, affordable housing units have the added benefit of raising the quality of life for a group of people, improving a poorer neighborhood, and can result in even more consumer spending than construction of market-rate housing. This is because as less of a low-income household's income has to

⁴ Econsult, 2007

⁵ National Association for Homebuilders, 2010

go to paying for housing more can be spent elsewhere, increasing aggregate demand. Low-income households also have a higher marginal propensity to spend, which means that they spend more, on average, of each dollar they earn than households in other income brackets. This expands their economic impact, maximizing the reach of each dollar. According to a 2011 study by the Harvard Joint Center for Housing Studies, low-income households in affordable housing spent nearly five times as much on health care, a third more on food, and twice as much on retirement savings than other low-income households. This increased spending leads to a stronger local economy as well as more revenue to the government in sales taxes where those apply.

Quantitative Impacts

Health

There are other reasonably expected effects of affordable housing that are much harder to quantify and define but have a real and long-term effect on the local economy. Positive impacts to health outcomes are tied into the expected increase in disposable income that comes with affordable housing, especially for children growing up in low-income households. Families living in affordable housing are significantly less likely to forgo needed doctor's visits and medications due to a lack of money.⁶ Another study found that children living in subsidized housing had a 35 percent higher chance of being classified as "well," have a 28 percent lower risk of being seriously underweight, and a 19 percent lower risk of being food insecure.⁷ As nutrition and appropriate health care are substituted to pay for housing, those children may see continuous health issues even later in life that burden their disposable income and ultimately demand. Finally, adults who felt worried about being able to pay their rent or mortgage were three times more likely to report mental distress and were nearly 50 percent more likely to have difficulty sleeping.⁸

Education

Children growing up in low-income households have been shown to perform worse in school, overwhelmingly due to homelessness or hypermobility. They are more likely than their peers to perform poorly in school, repeat grades, drop out, disengage in the classroom, and suffer from learning disabilities and behavior problems.⁹ By creating housing security for these families it can improve the children's education and likely impact their future achievement. Even more, it isn't only these children who suffer impacts from housing insecurity on their education. Review and catch-up work are more often necessary in these schools, and teacher morale is lower compared to schools attended by a less-mobile student population.¹⁰

Personal Well-being

A recent survey response study, conducted by the Turner Center at UC Berkeley, analyzed the responses of families in several California LIHTC program apartment complexes.¹¹ Nearly all of those surveyed (90 percent) reported that their housing had improved, and a vast majority indicated "affordability" as the major benefit, after moving into the LIHTC property. One in five respondents said they had experienced homelessness before moving into their current unit, and another 20 percent reported being forced to

⁶ Pollack, Evans, Griffin, and Lynch, 2010

⁷ March, 2009

⁸ Liu, Njai, Greenlund, Chapman and Croft, 2009

⁹ Brennan, 2011

¹⁰ Cunningham & MacDonald, 2012

¹¹ Reid, 2018

move involuntarily, either as a result of eviction or an unsustainable rent increase. One respondent, a construction worker with three kids, even detailed his previous living situation as follows: “my family and I were living in a garage. The garage was split into 6 units with curtains. This is not some fancy house, it’s just your normal two-car garage. We were living in that little space, with no running water, other people just on the other side of the curtain.”

Providing an affordable and secure place for these families to live not only improves their current situation but also encourages them to pursue education and new employment opportunities. Of the working age residents surveyed, 58 percent were employed, with a majority of the rest in school, a stay-at-home parent, or retired/disabled. Finally, over one in three interviewed had some plan for economic mobility, mainly through pursuing an education to qualify for a better job. The benefits of providing these struggling households with a base to improve their education and employability should be considered an important side-effect of affordable housing projects.

Samish Development Project Model

The site of the proposed redevelopment is located at 315 N. Samish Way in Southern Bellingham, Washington. Previously occupied by the Aloha Motel, the site was purchased by the City of Bellingham in 2015 after it was declared a blight on the neighborhood for housing criminal activity. The 66,000 square foot site has since been purchased by the Housing Authority and is planned to be developed with 155 apartments priced affordably to a variety of income levels. In addition, the site will be split into space for limited-service restaurants, retail space, and government offices. On-site parking and other infrastructure improvements will also be rolled into the construction. The project will be completed in two phases, with construction finishing in 2021.

Model Assumptions and Planning

The plan states that units will be available at several different income ranges and each household has to earn an income within that range to qualify for the apartment. Each household’s individual impact on the local economy and in taxes depends on their income. With it not being possible to predict the exact incomes of these households within that range, the average value in the range was used as a simplified estimation to run in the model.

Additionally, the construction of restaurants, retail space, and office space for a total of 20,000 square feet will be completed between the two phases. The numbers of jobs created through this development were calculated based on the total area allocated to each section using industry averages of square feet per employee supported. Of course, these may not fully reflect the true number of employees after completion. Finally, the effects of the commercial space will not be in true effect until the completion of the entire project, even though part of the construction occurs in Phase 1.

Phase 1 - 2019

69 of the total of 155 apartments will be completed in Phase 1.

- 17 households with an annual income in the range of \$40,000 to \$50,000
 - Averaged at \$45,000 for the model
- 52 households with an income of \$30,000 to \$40,000
 - Averaged at \$35,000 for the model

11,065 square feet of commercial space will be built in Phase 1.

NAICS designation: Offices for local government

- 150 square feet per employee
- 74 employees projected

Phase 2 - 2020

The remaining 86 apartments will be completed in Phase 2.

- 43 households with an annual income in the range of \$20,000 to \$25,000
 - Averaged at \$22,500 for the model
- 43 households with an annual income in the range of \$50,000 to \$70,000
 - Averaged at \$60,000 for the model

The remaining 9,945 square feet of commercial space to be built into limited service restaurants or retail space will be constructed during Phase 2. For the purposes of the model this space will be split evenly between the two types detailed, as they haven't been determined yet.

NAICS designation: Limited-service restaurants

- 4,468 square feet
- 200 square feet per employee
- 22 employees projected

NAICS designation: Retail – miscellaneous store retailers

- 4,468 square feet
- 450 square feet per employee
- 10 employees projected

Finally, relevant to both phases, to better represent the impact on federal income tax revenue from this project, it's important to know if these occupying households will file as single or married. Based on data found for Bellingham, 34.4 percent of the city file their taxes as married. This percentage was factored into tax revenue estimates for all households of each income level.

Results

The results found through this analysis were generated using IMPLAN. IMPLAN is a widely-used input-output modeling software. The software utilizes an I-O table, representing a social accounting matrix (SAM) of local sectors and their relation to one another, to generate a set of multipliers. These multipliers are applied to the direct effect as stipulated by the project (construction costs, employment in certain sectors, number of new households, etc.) to determine the indirect and induced effects of any change to the economy. For this model, the 2016 Whatcom County table was utilized, which reflects the business conditions of Whatcom County in 2016. Due to no large structural changes to Whatcom's economy from 2016 until 2019, the date of this project, it is reasonable to use this model to estimate the impact of the project. **All dollar impacts below are in 2019 dollars.**

Important Terms

- Direct Effect - The economic impacts of the initial spending alone. This money would pay for construction expenses including payments to construction workers and materials.
- Indirect Effect - The economic impacts caused by additional business spending stimulated by the direct economic spending e.g. supplier business operations.
- Induced Effect - The economic impact of spending made possible by compensation of workers or the increase in disposable income of the new residents.

- Total Value Added - The difference between the value of the intermediate inputs and the output and includes compensation for employees and taxes e.g. difference in value going from building materials and the finished apartments.
- Output - The total value of the finished apartments or industry production. It includes spending and total value added.

Phase 1 - 2019

Construction of 69 apartment units and the 11,065 sq. feet of office space resulted in the following economic impacts, as detailed in Figure 1.

A total output of \$44,703,386.59. This includes \$28,183,087.50 from the direct effect of constructing the units and offices and \$16,520,299 in indirect and induced effects.

Results in a total of 298.6 one time jobs. Over half of these jobs (172.2) are a direct effect of the construction. The remaining 126.4 jobs come from induced or indirect effects.

Compensation for workers of \$15,561,028.20. Most of the earnings (\$10,191,406.3) go to pay construction workers through the project's direct effect. The remaining $\frac{1}{3}$ of compensation (\$5,369,621.90) is a result of the indirect and induced effects.

Figure 1: The Economic Impacts of Phase 1				
Impact Type	Employment	Labor Income	Total Value Added	Output
<i>Direct Effect</i>	172.2	\$10,191,406.3	\$14,073,787.7	\$28,183,087.5
<i>Indirect Effect</i>	59.2	\$2,714,181.2	\$4,382,511.3	\$7,959,372.2
<i>Induced Effect</i>	67.3	\$2,655,440.7	\$4,991,809.3	\$8,560,926.8
<i>Total Effect</i>	298.6	\$15,561,028.2	\$23,448,108.4	\$44,703,386.5

Impacts to taxes of Phase 1 of the project's construction are modeled to be as following and detailed in Figure 2.

State and Local Taxes would receive \$1,783,422 with a majority of that coming from taxes on production and imports of goods (construction). **Taxes paid to the federal government total \$3,788,663** and are for the most part split between employee compensation and taxes paid by households.

Figure 2: The Tax Impacts from Phase 1						
Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total Taxes
<i>State and Local Tax</i>	\$114,519	NA	\$1,579,649	\$86,030	\$3,224	\$1,783,422
<i>Federal Tax</i>	\$1,776,591	\$110,915.00	\$213,670	\$1,285,205	\$402,282	\$3,788,663

Phase 2 - 2020

Construction of the remaining 86 apartment units and 9,945 square feet of commercial area (split into 4,468 square feet of limited-service restaurants and 4,468 square feet of retail) resulted in the economic effects detailed by Figure 3.

A total output of \$41,330,232.2. This is a summation of the direct effect of \$26,002,858.9, indirect effect of \$7,438,796, and induced effect of \$7,888,577.3.

274.4 one-time jobs are created. A majority of these one time jobs (156.8) come from the direct effect of the construction. The remaining 117.6 jobs are results of indirect (55.6) and induced (62) effects.

Those jobs will receive a total of \$14,338,494.7 in income. This includes \$9,349,619.7 paid to construction workers (direct effect) as well as \$2,542,024.60 in compensation from jobs supported by indirect effects of the construction. The final \$2,446,850.50 is a result of the project's induced effects.

Figure 3: The Economic Impacts of Phase 2				
Impact Type	Employment	Labor Income	Total Value Added	Output
<i>Direct Effect</i>	156.8	\$9,349,619.7	\$12,910,351.8	\$26,002,858.9
<i>Indirect Effect</i>	55.6	\$2,542,024.6	\$4,102,169.4	\$7,438,796.0
<i>Induced Effect</i>	62.0	\$2,446,850.5	\$4,599,809.2	\$7,888,577.3
<i>Total Effect</i>	274.4	\$14,338,494.7	\$21,612,330.5	\$41,330,232.2

Phase 2 of the project will have impacts on taxes that are detailed in Figure 4.

State and Local Taxes would receive \$1,643,744 with a majority of that coming from taxes on production and imports of goods (construction). **Taxes paid to the federal government total \$3,487,690** and are for the nearly entirely split between employee compensation, taxes paid by households, and corporate taxes.

Figure 4: The Tax Impacts from Phase 2						
Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total Taxes
<i>State and Local Tax</i>	\$105,116.00	NA	\$1,456,354.00	\$79,301.00	\$2,973.00	\$1,643,744
<i>Federal Tax</i>	\$1,630,710	\$104,275	\$196,992	\$1,184,674	\$1,184,674	\$3,487,690

Phase 1 and 2 Totaled (All Construction)

The following is the one-term effects of both phases of construction involved in the project. This includes all 155 apartment units and the 20,000 square feet of commercial space.

The following are the total economic impacts of the total project (total of phase 1 and 2) and are presented in Figure 5.

Total Output of Phase 1 and 2 of \$86,033,618.6. Most of this spending is a direct result of the construction (\$54,185,946.4). Indirect effects account for \$15,398,168.2 in spending and induced effects result in \$16,449,504.1.

573 total one-time jobs. Construction workers (direct effect) represent a majority of this effect with 329 jobs created through this project. Supporting industries (indirect effects) see a one-time increase by 114.7 jobs. Lastly, the project's induced effect would account for the remaining 129.2 jobs expected by the model.

These one-time jobs created through the project should see a total of \$29,899,522.9 in compensation. As expected, construction workers will receive a larger share of this total, earning \$19,541,025.9. Workers in construction supporting industries (indirect effect) will receive \$5,256,205.8. Finally, induced effect is expected to result in \$5,102,291.2 in compensation.

Figure 5: The Economic Impacts of Both Phase 1 and 2				
Impact Type	Employment	Labor Income	Total Value Added	Output
<i>Direct Effect</i>	329.0	\$19,541,025.9	\$26,984,139.5	\$54,185,946.4
<i>Indirect Effect</i>	114.7	\$5,256,205.8	\$8,484,680.8	\$15,398,168.2
<i>Induced Effect</i>	129.2	\$5,102,291.2	\$9,591,618.6	\$16,449,504.1
<i>Total Effect</i>	573.0	\$29,899,522.9	\$45,060,438.9	\$86,033,618.6

Commercial Operations

Following the completion of both stages of the project in 2021, and the opening of 20,000 square feet of commercial space, here will be 11,065 square feet of local government offices, with the other 9,945 square feet split between limited-service restaurants and retail. For the purposes of the model that area is to be split evenly between the two at 4,468 square feet each.

The service of the commercial spaces is expected to result in the following economic impacts and are detailed in Figure 6 and are as follows.

A total spending (output) of \$43,815,241.70. This is made up of the direct effects of spending (output) of \$25,823,168. Spending generated through indirect effects from supported industries is expected to be \$11,606,494.6 and induced effects contributing \$6,385,578.2 towards that total.

Figure 6: The Economic Impacts of Commercial Operations				
Impact Type	Employment	Labor Income	Total Value Added	Output
<i>Direct Effect</i>	106.0	\$5,649,999.2	\$10,913,124	\$25,823,168.9
<i>Indirect Effect</i>	78.5	\$3,981,585.2	\$5,962,498.9	\$11,606,494.6
<i>Induced Effect</i>	50.2	\$1,981,251.6	\$3,722,791.6	\$6,385,578.2
<i>Total Effect</i>	234.7	\$11,612,836	\$20,598,414.4	\$43,815,241.7

Taxes generated through the commercial operations are estimated to be as follows and are detailed in Figure 7.

State and Local Taxes would see \$548,841 in new revenue. Taxes on production and imports, make up a large percentage of this tax revenue increase (\$389,323). **Federal taxes are expected increase by \$3,038,023** with half of that in the form of employee income tax.

Figure 7: The Impacts on Taxes of Commercial Operations						
Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total Taxes
<i>State and Local Tax</i>	\$91,212	NA	\$389,323	\$63,786	\$4,520	\$548,841
<i>Federal Tax</i>	\$1,415,014	\$53,438	\$52,661	\$952,901	\$564,009	\$3,038,023

Commercial Operations & New Households

The project would have an even larger effect if these newly constructed apartments are filled by households that are new to the area. The resulting increase in spending would bolster the local economy. The new units are not expected to be entirely filled by households that are new to the city, however, this represents a maximum effect that the project could be expected to reach. The true effect is most likely closer to just the commercial operations scenario, but is reasonably expected to exist in the range between the two scenario results.

The estimated effects of the commercial space from the last analysis (Figure 6 and 7) and the effects resulting from 100 percent new households as modeled are presented as follows, and shown in Figure 8.

A total spending (output) of \$48,887,715. Over half of this total spending (\$29,095,398.10) is directly a result of the businesses and households from the project. The remaining output is created through indirect effects (\$12,523,354) and induced effects (\$7,268,963).

Figure 8: Economic Impacts from Commercial Operations and New Households

Impact Type	Employment	Labor Income	Total Value Added	Output
<i>Direct Effect</i>	132.8	\$6,707,856.1	\$12,851,984.3	\$29,095,398.1
<i>Indirect Effect</i>	85.4	\$4,255,288.1	\$6,450,940.0	\$12,523,354.3
<i>Induced Effect</i>	57.1	\$2,255,246.3	\$4,237,902.0	\$7,268,963.1
<i>Total Effect</i>	275.3	\$13,218,390.5	\$23,540,826.4	\$48,887,715.5

State and Local Tax rise by \$936,313. Nearly all of the tax revenue is expected to come from taxes on production and imports (\$755,756). **Federal tax revenues is expected to rise by \$3,474,317** with the biggest two contributions are income taxes and taxes on households.

Figure 9: Commercial Operations and New Households' effect on Taxes

Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total Taxes
<i>State and Local Tax</i>	\$102,876	NA	\$755,756	\$72,674	\$5,007	\$936,313
<i>Federal Tax</i>	\$1,595,963	\$65,657	\$102,227	\$1,085,670	\$624,800	\$3,474,317

RURAL SALES TAX FUND (EDI/PUBLIC UTILITIES IMPROVEMENT FUND)

PROJECTED CASH BALANCE THROUGH 12/31/2019 (1999 - 2019)

	<u>Sales Tax</u>	<u>Expenditures</u>	<u>Grant Revenue</u>	<u>Interest</u>	<u>Principal</u>	<u>Estimated</u>
	<u>Revenue</u>			<u>Revenue</u>	<u>Repayments</u>	<u>Cash</u>
						<u>Balances</u>
Fund Balance Allocation						
Capital Facilities Expend (30%)	17,582,161	(15,121,090)	50,000	-	-	2,511,071
Grant Expenditures (35%)	20,512,522	(16,921,259)	-	-	-	3,591,263
Other Agency Loans (35%)	20,512,522	(19,172,346)	-	-	-	1,340,176
Loan Interest & Repayments	-	-	-	993,981	7,414,035	8,408,016
Total	58,607,205	(51,214,695)	50,000	993,981	7,414,035	15,850,526

PROJECTED CASH BALANCE THROUGH 12/31/2020 (including unbudgeted commitments)

	<u>1/1/2020</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>12/31/2020</u>
	<u>Estimated</u>	<u>Expenditures</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>Estimated</u>
	<u>Beginning</u>	<u>Including</u>	<u>Grant</u>	<u>Interest</u>	<u>Principal</u>	<u>Cash Balance</u>
	<u>Cash Balances</u>	<u>Commitments</u>	<u>Revenue</u>	<u>Revenue</u>	<u>Repayments</u>	
Fund Balance Allocation						
Capital Facilities Expend (30%)	2,511,071	(99,284)	-	-	-	3,808,348
Grant Expenditures (35%)	3,591,263	(1,819,532)	-	-	-	3,401,052
Other Agency Loans (35%)	1,340,176	(675,692)	-	-	-	2,293,805
Loan Interest & Repayments	8,408,016	-	-	103,314	1,168,507	9,679,837
Total	15,850,526	(2,594,508)	-	103,314	1,168,507	19,183,041

Whatcom County
Rural Sales Tax

Cost Center	Description	Type of Activity	Expenditure Detail					Budget		Unbudgeted		Total
			Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Budget 2019	Budget 2020	Commitments	Commitments	
332100	Courthouse Exterior	Capital Fac	80,607.00	38,342.74	-	752,621.00	-	1,510,475.00	-	-	-	2,382,045.74
332100	State Street Bldg Acq & Improve.	Capital Fac	-	400,000.00	-	-	-	-	-	-	-	1,650,000.00
332100	CH Improvements	Capital Fac	-	91,000.00	-	251,691.00	-	-	-	-	-	342,691.00
332100	Grand Street PB	Capital Fac	-	511,000.00	-	-	-	-	-	-	-	511,000.00
332100	Trf to fund Radio Mgr FTE	Capital Fac	-	-	-	-	-	-	65,758.00	-	-	65,758.00
332120	Construction Management	Capital Fac	7,587.74	11,407.89	13,466.01	6,915.47	8,473.53	33,486.00	33,526.00	-	-	692,481.77
332200	CH Remodel - 2nd Floor	Capital Fac	-	-	-	-	-	-	-	-	-	64,920.00
332201	Glacier Restrooms	Capital Fac	-	-	-	-	-	-	-	-	-	19,627.74
332203	Hennegan Rd Signalization	Capital Fac	-	-	-	-	-	-	-	-	-	1,500,000.00
332204	Williamson Way	Capital Fac	-	-	-	-	-	-	-	-	-	125,493.50
332206	Civic Center Eval & Remodel	Capital Fac	-	-	-	-	-	-	-	-	-	2,379,487.91
332207	Data Center Generator	Capital Fac	21,767.60	-	-	-	-	-	-	-	-	207,949.09
332214	Council Chambers Improvements	Capital Fac	-	-	-	-	-	-	-	-	-	56,993.81
332219	POB - ED Consortium	Capital Fac	-	-	-	-	56,993.81	-	-	-	-	100,000.00
332220	Fiber Optic Cable	Capital Fac	-	-	-	-	-	-	-	-	-	62,756.00
332235	Interim Jail Work Center	Capital Fac	-	-	-	-	-	-	-	-	-	1,654,000.16
332245	One Stop Shop	Capital Fac	-	-	-	-	-	-	-	-	-	388,051.02
332247	SBD/Ctr for Econ Vitality	Capital Fac	-	-	-	-	-	-	-	-	-	130,800.00
332255	Kendall Comm Ctr/ E. Whatcom Reg	Capital Fac	46,468.00	63,000.00	-	-	-	-	-	-	-	1,993,811.00
332300	Masters Facilities Planning	Capital Fac	-	-	-	-	-	-	-	-	-	359,445.49
332400	Jail Controls	Capital Fac	-	-	-	-	-	-	-	-	-	52,629.78
332401/402	CH Rotunda/2nd Fl Roof Replacement	Capital Fac	-	-	-	-	-	-	-	-	-	178,164.78
332404	CH 1st Floor Carpet Replacement	Capital Fac	-	-	-	-	-	-	-	-	-	6,459.47
332405	CH Domestic Hotwater Heater	Capital Fac	-	-	-	-	-	-	-	-	-	36,490.56
332406	NWEC - Innovation Resource Ctr	Capital Fac	-	-	-	-	-	-	-	-	-	71,317.20
3320519001	Forest St Improvements	Capital Fac	-	-	-	-	-	99,000.00	-	-	-	99,000.00
3320519002	Champion Str Parking Lot	Capital Fac	-	-	-	-	-	89,000.00	-	-	-	89,000.00
Total Capital Facilities			156,430.34	1,114,750.63	13,466.01	1,011,227.47	65,467.34	1,731,961.00	99,284.00	-	-	15,220,374.02
332100	PUD Fiber Optics Plan	Grant	-	-	-	-	-	-	-	-	-	162,283.41
332100	Economic Develop Strat Plan	Grant	-	-	-	-	-	-	-	-	-	90,000.00
332100	Trf to Public Safety Radio Fund	Grant	-	-	-	-	-	515,000.00	-	-	-	515,000.00
332205	EDI Grant-WSU	Grant	-	-	-	-	-	-	-	-	-	300,000.00
332210	Ferndale EDI Centennial Riverfront	Grant	-	-	-	-	-	-	-	-	-	504,900.00
332213	Ferndale Affordable Housing	Grant	-	-	-	-	-	-	-	-	-	25,000.00
332215	Bowen Field Expansion Project	Grant	1,000.00	8,000.00	500.00	500.00	1,000.00	-	-	1,500.00	-	175,000.00
332216	West Lynden Infrastructure Imp.	Grant	-	-	-	-	-	-	-	-	-	970,952.00
332217	West Illinois/ Timpson Way	Grant	-	-	-	-	-	-	-	-	-	350,000.00
332218	POB Index Industries	Grant	-	-	-	-	-	-	-	-	-	200,000.00
332219	POB-ED Consortium	Grant	108,257.80	117,742.28	121,369.50	117,812.52	443,700.00	710,800.00	447,300.00	620,732.00	-	3,011,006.15
332222	WCOG - Update CEDS List	Grant	-	12,500.00	-	-	-	-	-	-	-	12,500.00
332225	Blaine Boardwalk	Grant	-	-	-	-	-	-	-	-	-	249,675.00
332226	Nooksack Water Treatment Upgrade	Grant	-	320,000.00	-	-	-	-	-	-	-	436,667.00
332230	EDI Program Admin-ED	Grant	-	-	-	-	-	-	-	-	-	320,000.00
332231	BTC NW Center for Fisheries	Grant	-	-	-	-	-	-	-	-	-	213,000.00
			-	-	-	-	-	-	-	-	-	400,000.00

Cost Center	Description	Type of Activity	Expenditure Detail							Unbudgeted Commitments	Total
			Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Budget 2019	Budget 2020		
332235	Interior Jail Work Center	Grant	-	-	-	-	-	-	-	-	1,358,000.00
332238	POB - Walsh Marine Bldg	Grant	-	-	-	-	-	83,333.00	-	-	83,333.00
332241	NW Economic Cnl-Business Dvp	Grant	-	-	-	-	-	-	-	-	83,682.80
332250	City of Sumas - Haul Road	Grant	-	-	-	-	-	-	-	-	225,000.00
332255	Kendall Comm Ctrl E. Whatcom Reg	Grant	-	-	-	-	-	-	-	-	372,792.00
332232	COB W Bakerview Overpass	Grant	-	-	-	-	-	-	-	-	300,000.00
332901	Pt Roberts Medical Clinic	Grant	-	-	-	-	-	-	-	-	25,000.00
3320401	Market Depot Bham Grant	Grant	-	-	-	-	-	-	-	-	214,000.00
3320402	Delia Line Rd Vista	Grant	-	-	-	-	-	-	-	-	170,000.00
332100	Birch Bay Dr & Pedestrian Facility	Grant	-	-	-	500,000.00	-	-	-	-	500,000.00
332227	City of Lynden - Water Treatment	Grant	-	2,000,000.00	-	-	-	-	-	-	2,000,000.00
332229	COB Waterfront Project	Grant	-	-	-	-	1,100,000.00	-	-	-	1,100,000.00
332228	COB-Regional Stormwater Facility	Grant	-	825,000.00	-	-	-	-	-	-	825,000.00
332237	Grandview/North Gate Water Pipeline	Grant	-	-	-	-	-	800,000.00	-	750,000.00	800,000.00
Unbudgeted	POB Rural Broadband	Grant	-	-	-	-	-	-	-	-	1,000,000.00
332233	POB - C Street Terminal	Grant	-	-	1,000,000.00	-	-	-	-	-	1,000,000.00
332234	POB - All American Marine	Grant	-	-	1,000,000.00	-	-	-	-	-	1,000,000.00
Total Grant			109,257.80	3,283,242.28	2,121,869.50	618,312.52	1,544,700.00	2,109,133.00	447,300.00	1,372,232.00	18,740,791.36
332202	Port of Bellingham	Loan	-	-	-	-	-	-	-	-	500,000.00
332210	Ferndale-EDI Centennial Riverfront	Loan	-	-	-	-	-	-	-	-	1,206,458.00
332213	Ferndale Affordable Housing	Loan	49,341.70	242,229.10	96,143.60	253,209.61	142,800.00	270,000.00	-	205,692.36	1,700,000.00
332215	Sumas-Bowen Field	Loan	-	-	-	-	-	-	-	-	175,000.00
332216	West Lynden Infrastructure Imp.	Loan	-	-	-	-	-	-	-	-	1,841,905.00
332218	POB Index Industries	Loan	-	-	-	-	-	-	-	-	500,000.00
332222	Everson - Mission Rd Improvements	Loan	-	-	-	-	-	-	-	-	249,675.00
332224	Nooksack Valley School District	Loan	-	-	-	-	-	-	-	-	600,000.00
332225	Blaine Boardwalk	Loan	-	-	-	-	-	-	-	-	873,333.00
332226	Nooksack Water Treatment Upgrade	Loan	-	640,000.00	-	-	-	-	-	-	840,000.00
332238	POB - Walsh Marine Bldg	Loan	-	-	-	-	-	166,667.00	-	-	166,667.00
332232	COB W Bakerview Overpass	Loan	-	-	-	-	-	-	-	-	350,000.00
332227	City of Lynden - Water Treatment	Loan	-	4,000,000.00	-	-	-	-	-	-	4,000,000.00
332228	COB-Regional Stormwater Facility	Loan	-	1,675,000.00	-	-	-	-	-	-	1,675,000.00
332236	NW WA Fair Ag Center	Loan	-	-	-	-	-	-	-	470,000.00	470,000.00
332237	Grandview/North Gate Water Pipeline	Loan	-	-	-	-	-	800,000.00	-	-	800,000.00
332233	POB - C Street Terminal	Loan	-	-	-	2,000,000.00	-	-	-	-	2,000,000.00
332234	POB - All American Marine	Loan	-	-	-	-	-	-	-	-	2,000,000.00
Total Loan			49,341.70	6,557,229.10	2,096,143.60	2,253,209.61	142,800.00	1,236,667.00	-	675,692.36	19,848,038.00
Total			315,029.84	10,955,222.01	4,231,479.11	3,882,749.60	1,752,967.34	5,077,761.00	546,584.00	2,047,924.36	53,809,203.38

Notes:

Does not include CIP items: NW Annex move tenant improvements \$260k, additional State SI improvement projections of \$5.6 million, additional Public Safety Radio System projections of \$3.6 million

NOTES

Continuing Appropriation

Budget lapsed at 12/31/18
Continuing Appropriation

ck total



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-404

File ID:	AB2019-404	Version:	1	Status:	Agenda Ready
File Created:	07/17/2019	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for technical assistance and outreach to small businesses in an effort to prevent pollution and protect Puget Sound water quality, in the amount of \$258,705

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Agreement



MEMORANDUM

TO: Jack Louws, County Executive

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

RE: Washington State Department of Ecology –
Local Source Control Specialist Agreement

DATE: July 11, 2019

Enclosed are three (3) originals of a contract between Whatcom County and Washington State Department of Ecology for your review and signature.

- **Background and Purpose**
The Local Source Control (LSC) Partnership, which is overseen by the Washington State Department of Ecology Hazardous Waste and Toxics Reduction Program, provides support to local government efforts in the Puget Sound Region to control, reduce and eliminate toxic pollution sources. This agreement provides funding for the Health Department's Pollution Prevention Assistance Specialist to provide technical assistance and education outreach to small businesses in an effort to promote pollution prevention practices and protect Puget Sound marine water quality.
- **Funding Amount and Source**
Funding for this agreement is provided by the Department of Ecology in the amount of \$258,705 and is included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.
- **Differences from Previous Contracts**
This agreement provides an increase in funding from the last biennium of \$34,166. This increase was requested due to increased staff billable rates, indirect costs and EnviroStars Program participation fees.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8540 Environmental Health / 854085 Solid Waste		
Contract or Grant Administrator:			Kathleen Roy		
Contractor's / Agency Name:			WA State Department of Ecology		
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a))		Yes <input type="checkbox"/> No <input type="checkbox"/> Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		If yes, grantor agency contract number(s): C2000030 CFDA#: _____			
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>		If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, RFP and Bid number(s): _____		Contract Cost Center: 657200	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.					
Contract Amount:(sum of original contract amount and any prior amendments): \$ 258,705			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.		
This Amendment Amount: \$ _____					
Total Amended Amount: \$ _____					
Summary of Scope: This agreement supports local governments in providing funding for conducting technical assistance and education outreach to small business in an effort to promote pollution prevention practices and protect Puget Sound marine water quality.					
Term of Contract:		2 Years		Expiration Date: 06/30/2021	
Contract Routing:	1. Prepared by: JT		Date: 07/11/2019		
	2. Attorney signoff:		Date: 7-15-19		
	3. AS Finance reviewed:		Date: 7/17/19		
	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: _____		



IAA No. C2000030

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY HEALTH DEPARTMENT

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the Whatcom County Health Department, hereinafter referred to as the "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CONTRACTOR to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Local Source Control Partnership. The PPA Specialists will make referrals to ECOLOGY as needed and report results.

WHEREAS, ECOLOGY has legal authority (RCW 70.95C and RCW 70.105) and the CONTRACTOR has legal authority (Small Business Technical Assistance Action 11.2.2.3 of the approved 2016 Whatcom County Comprehensive Solid and Hazardous Waste Management Plan) that allows each party to undertake the actions in this agreement.

WHEREAS, ECOLOGY will coordinate this Local Source Control (LSC) Partnership supporting collaborative efforts to protect and restore Puget Sound, the Spokane River Watershed, and the Columbia River Basin.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, Statement of Work and Appendix B, Budget Detail, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA shall commence on **July 1, 2019**, and be completed by **June 30, 2021**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, in which payment is based on the successful completion of expected deliverables.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two is the remaining 50 percent of the project budget. On or before August 15, 2020, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2020, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is Model Toxics Control Operating-State (Fund 23P), Model Toxics Control Capital-State (Fund 23N). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$258,705.00, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, Statement of Work and Appendix B, Budget Detail. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, Invoice and Budget).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in Goods and Services budget or Equipment budget in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at Ecology's sole discretion.

Indirect rates will be paid as indicated in Appendix B. Changes to the indirect rate may be considered by Ecology. Contractor shall provide supporting documentation necessitating the change to Ecology. Ecology's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix

B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories with Ecology's preapproval, and as long as the total budget is not exceeded.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Send invoices to:

State of Washington Department of Ecology Hazardous Waste & Toxics Reduction Program Attn: Elaine Snouwaert Elaine.Snouwaert@ecy.wa.gov or 4601 N. Monroe Street Spokane, WA 99205
--

Payment requests shall be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, Section IX. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5) ALTERATIONS AND AMENDMENTS

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

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) ASSURANCES

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

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13) ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.

- c. This Agreement, number C2000030.
- d. Appendix A, Statement of Work.
- e. Appendix B, Budget Detail.
- f. Appendix C, Special Terms and Conditions.
- g. Exhibit 1.
- h. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

17) SEVERABILITY

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

18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

20) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. 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.

21) WAIVER

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

22) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives that they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: 509-329-3503 Email: Elaine.Snouwaert@ecy.wa.gov	Name: Jeff Hegedus Address: Whatcom County Health Department 509 Girard Street Bellingham, WA 98225 Phone: (360) 739-0161 Email: jhegedus@co.whatcom.wa.us Fax: (360) 778-6001

23) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington
Department of Ecology**

Whatcom County Health Department

By:

By:

Signature

Date

Signature

Date

Polly Zehm

Regina A. Delahunt

Print Name:

Director

Deputy Director

Title:

Approved as to form only:
Office of Attorney General

PROGRAM APPROVAL


John Wolpers, Environmental Health Manager

7/11/19
Date

WHATCOM COUNTY

JACK LOUWS
County Executive

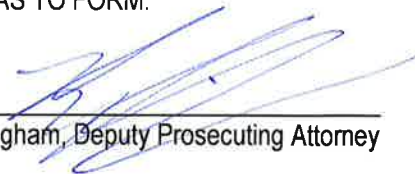
STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be 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

7-15-19

Date

APPENDIX A STATEMENT OF WORK WHATCOM COUNTY HEALTH DEPARTMENT

Section I. Introduction

This Statement of Work is for the 2019-2021 biennial Interagency Agreement for the Local Source Control (LSC) Partnership which is overseen by the Washington State Department of Ecology (ECOLGY) Hazardous Waste and Toxics Reduction Program.

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to Small Quantity Generators (SQGs) of dangerous waste and other businesses and organizations that may have potential to pollute stormwater. The site visits along with other pollution prevention activities conducted by the CONTRACTOR will be designed to reduce or eliminate hazardous waste and pollutants at the source.

To further facilitate the reduction or elimination of hazardous chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the "Product/Equipment Replacement Incentive Program" or PERIP.

The LSC work is expected to fall within these general proportions:	
Technical Assistance visits * (see Section III) *approximately 10-15% of TA visits will involve PERIP	70%
Unique Program Elements (see Section II)	15%
Training (see Section VII)	10%
Other (admin, staff meetings, etc.)	5%

Key staff, estimated FTE and their roles are identified in Table 1.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Jeff Hegedus	0.02	Contract Management
Ed Halasz	0.80	PPA Specialist
Ed Halasz	0.05	PERIP Coordinator and Oversight
Jennifer Hawes	0.00	Billing

The CONTRACTOR is expected to interact with other partners within the Partnership to provide technical assistance and training, and share resources and experiences. The CONTRACTOR should set up alerts to receive notifications when requests for information have been made on the SharePoint Discussion Board. The CONTRACTOR must ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's LSC Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.

CONTRACTOR shall act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgment.

CONTRACTOR must disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this agreement.

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)
Product/Equipment Replacement Incentive Program (PERIP)	Report on number of businesses where PERIP opportunity was discussed
	List of businesses & Type of replacement opportunity
	Number of businesses incentive issued to
PERIP Committee	Attend 85% of committee meetings (in-person or remotely)
	Review and provide comment on all PERIP materials
Planning Committee for In-Person Training	Participation in 90% of planning meetings and review of materials
	1 one-day training event for Partnership
EnviroStars Program	Contingent upon local funding of EnviroStars impact fees (not funded under this contract), and as an extension of LSC program services provided during site visits, support businesses who are interested in obtaining EnviroStars certification.

When unique outreach or educational materials are developed by the CONTRACTOR using Local Source Control (LSC) funds, a draft must be sent to ECOLOGY for review and approval. Finalized materials which may be useful to other Partners should be provided for upload to the resource Document Library on the Partnership SharePoint Site.

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, then combined

Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed 'checklist' (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the LSC program.
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	350
<i>Target for Initial Visits</i>	<i>210</i>

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2019-2021 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Marijuana Grow Operations	New growth industry with significant potential impacts.
City of Ferndale	City has requested assistance.
Whatcom County	Jurisdictional area

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list are ECOLOGY's high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified (although not required). The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR. When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection

- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Check the TurboWaste list provided by ECOLOGY on an annual basis to try and ensure that the business is not a Medium or Large Quantity Dangerous Waste Generator.
 - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that business is not currently being visited by Urban Waters staff.
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue.”
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
2. During the visit:
 - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
 - If appropriate, discuss spill response preparedness and offer spill kit for developing a plan.
 - If appropriate, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
 - Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the ‘checklist’ or other documentation with the business at the end of the visit, by using the Commitment Postcard, by sending a follow-up letter/email, or alternatively by sending a ‘thank you’ postcard if no issues were identified.
 - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.

Section IV. Product/Equipment Replacement Incentive Program (PERIP)

CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives.

The first set of targeted chemicals and products include:

1. Disposal of PFAS-containing firefighting foam used by local fire departments.
2. Replacement of dry cleaning technology that uses perchloroethylene.
3. Disposal of PCB-containing light ballasts in schools.
4. Disposal of PCB-containing caulk from public or private buildings.
5. Disposal of mats, play pads, and gym foam pit materials containing PBDE flame-retardants at daycares.
6. Disposal of mercury thermostats in public or private buildings.

ECOLGY will develop and approve criteria which must be met to receive incentives for any of the above chemicals or products. Additional chemicals and products may also be added to this list.

PERIP incentive payments will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must maintain a record indicating how the business qualified for the incentive per the PERIP program's eligibility criteria. Eligibility criteria will be developed for each type of incentive offered.

For technical assistance visits, where PERIP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

Prior to disbursement of a payment to a business, the following steps will be required:

1. CONTRACTOR conducts technical assistance visit and provides entities with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for incentive, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the incentive.
5. Business submits receipts for the product or equipment purchase and installation to the CONTRACTOR's representative.
6. CONTRACTOR verifies through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met. This site visit will be entered as a follow-up visit in the LSC Database. If there are still issues or concern, the CONTRACTOR will schedule a follow-up visit or phone call to confirm product or equipment installation meets eligibility criteria.

7. CONTRACTOR provides all required documentation that product or equipment installation met eligibility criteria and was installed per requirement, a signed voucher form, and receipts to ECOLOGY.

Section V. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2019 – December 31, 2019	88	<ul style="list-style-type: none"> • PERIP • PERIP Committee • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors
January 1, 2020 – June 30, 2020	87	<ul style="list-style-type: none"> • PERIP • PERIP Committee • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors
July 1, 2020 – December 31, 2020	87	<ul style="list-style-type: none"> • Planning Committee for In-Person Training • PERIP • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors
January 1, 2021 – June 30, 2021	88	<ul style="list-style-type: none"> • PERIP • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors

Section VI. LSC Database

Information gathered during technical assistance visits must include all of the elements that are listed in the LSC checklist v. 5.0. (Exhibit 1) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit
- If you make a referral to a regulatory agency enter the information about the referral into the database within 15 work days of the referral
- Ensure that data entry is complete and accurate
- Refer to the LSC database instructions, or contact ECOLOGY support staff, for assistance with database entry
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws
- Sector Specific Checklists may be available on the ECOLOGY LSC (PPA) SharePoint Site

Section VII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the LSC Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule.

New Staff Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff.

1. SharePoint New Specialists Resources

The LSC SharePoint site contains resource materials for new PPA specialists. A new hire must review these materials within the first two weeks of work as a PPA Specialist. ECOLOGY staff will also provide additional resources as needed.

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as a mentor to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR's organization and the other mentor from another PPA partner jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

3. In-person New Staff Training

A New Staff in-person training will be offered once or twice a year depending on need and resources available. This training will be planned and conducted by ECOLOGY staff and experienced PPA Specialists.

In-person Trainings for all PPA Specialists

Each In-person Training will be planned and conducted by teams of PPA Specialists from two to three LSC partners. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically these trainings are held the second Wednesday in September and March. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the LSC budget.

If staff and resources become available, ECOLOGY will add an additional in-person training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the in-person trainings. This person is responsible for

disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the In-person Trainings. However, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have In-person Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA partners.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

July, 2019	No training
August 14, 2019	Webinar
September 11, 2019	Webinar or In-Person Training
October 2, 2019	Webinar or In-Person Training
November 6-7, 2019	New Specialists' Training Location: TBD
December 11, 2019	Webinar
January 8, 2020	Webinar
February 12, 2020	Webinar
March 11, 2020	Webinar or In-person training*
April 8, 2020	Webinar or In-person training*
May 13, 2020	Webinar
June 10, 2020	Webinar
July, 2020	No training
August 12, 2020	Webinar
September 9, 2020	Webinar or In-Person Training*
October 14, 2020	Webinar or In-Person Training*
November 11-12, 2020	New Specialists' Training Location: TBD
December 9, 2020	Webinar
January 13, 2021	Webinar
February 10, 2021	Webinar
March 10, 2021	In-person training Location: TBD
April 14, 2021	Webinar
May 12, 2021	Webinar
June 9, 2021	Webinar
* When possible an In-Person Training will be held in conjunction with the NW Chapter Annual Conference. The next NW NAHMMMA conference is planned for Spring 2020.	

Section VIII. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with the invoicing (see schedule in Section IX). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Progress report must also include the number of visits where the PERIP was presented and discussed.

Annual Reports

Annual reports, briefly summarizing contract status including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status shall be provided to ECOLOGY by July 31, 2020 and July 31, 2021. The report shall include two to three 'case studies' of a business or organization that benefitted from a PPA site visit, with if possible, a few photos of the business (preferably before and after the visit). The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY LSC Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)
- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section IX. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition the following information is provided:

- See also Appendix A, Statement of Work, Section IV, for PERIP information.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR records per record retention requirements.
- Support documents may be submitted via email.
- Quarterly invoicing will follow the due date schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2019	November 10, 2019
2	October, November, December 2019	February 10, 2020
3	January, February, March 2020	May 10, 2020
4	April, May, June 2020	July 31, 2020 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2020	November 10, 2020
6	October, November, December 2020	February 10, 2021
7	January, February, March 2021	May 10, 2021
8	April, May, June 2021	July 31, 2021 (earlier Due Date due to end of biennium requirements)

APPENDIX B BUDGET DETAIL

***See Section 3 Compensation, for additional detail.**

Category		Amount
*Salaries		\$116,234.00
*Benefits		\$84,530.00
Subcontracts		\$0.00
Goods & Services (see Table A)		\$1,000.00
Equipment (see Table B)		\$0.00
Travel/Training		\$5,200.00
Subtotal Direct Costs		\$206,964.00
Indirect Costs*	Rate (%)	25%
	Indirect amount	\$51,741.00
Total Award		\$258,705.00

***Applied to ALL categories.**

Table A.

***See Section 3 Compensation, for additional detail.**

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Table B.

***See Section 3 Compensation, for additional detail.**

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

EXHIBIT 1 LSC CHECKLIST

At a minimum, information gathered during technical assistance visits must include all of the elements that are listed in the LSC checklist v. 5.0 below. Alternative checklists for specific sectors, which include all elements below, will also be made available on the SharePoint site over the period of this contract. If the LSC checklist v. 5.0 is updated, the most up to date checklist elements must be used and will be available on the LSC SharePoint site.

SITE & BUSINESS INFO	
BUSINESS IDENTIFICATION	
Facility Name:	
DBA:	
Street Address:	City:
County:	Zip:

BUSINESS INFORMATION	
Business Type:	
UBI Number:	Tax Parcel:
Business License NAICS Code:	Observed NAICS (<i>if different</i>):

VISIT INFORMATION	
Visit Date:	
Visit Type: <input type="checkbox"/> Follow up <input type="checkbox"/> Initial <input type="checkbox"/> Screening	
Lead Agency:	Secondary Agency:
Lead Specialist:	Secondary Specialist:
Provided to Business: <input type="checkbox"/> Spill Kit	<input type="checkbox"/> ENVIROSTARS Information
<input type="checkbox"/> Plastic Drum Lids	<input type="checkbox"/> Secondary Containment Voucher

WASTE STREAMS:		
<input type="checkbox"/> Oil, antifreeze or petroleum products	<input type="checkbox"/> Paints, stains, inks or painting materials	<input type="checkbox"/> Refrigerants
<input type="checkbox"/> Solvents	<input type="checkbox"/> Pharmaceuticals	<input type="checkbox"/> Pesticides
<input type="checkbox"/> Other Waste		
UNIVERSAL WASTE:		
<input type="checkbox"/> Mercury Thermostats	<input type="checkbox"/> Lamps	<input type="checkbox"/> Batteries
<input type="checkbox"/> Electronic Waste		

SITE CONTACT INFORMATION 1:	
First Name:	Last Name:
Phone Number:	Email:
<input type="checkbox"/> Business Manager <input type="checkbox"/> Business Owner <input type="checkbox"/> Employee <input type="checkbox"/> Property Manager <input type="checkbox"/> Property Owner	
<input type="checkbox"/> Other	

SITE CONTACT INFORMATION 2:	
First Name:	Last Name:
Phone Number:	Email:
<input type="checkbox"/> Business Manager <input type="checkbox"/> Business Owner <input type="checkbox"/> Employee <input type="checkbox"/> Property Manager <input type="checkbox"/> Property Owner	
<input type="checkbox"/> Other	

COMMENTS:

ISSUES / ACTION / RESOLUTION					
* denotes high priority environmental issue & need to follow-up					
ISSUE CATEGORY and ISSUE TYPE	ISSUE STATUS				
	In Process	No Further Action	Refer to Agency <small>*See below list</small>	Resolved	Comments
Dangerous Waste					
* Properly designate waste					
* Properly store dangerous wastes					
* Clean and eliminate leaks and spills from dangerous waste storage areas					
* Replace compromised containers of dangerous waste					
* Properly dispose of dangerous waste					
Educate employees on dangerous waste management					
Install secondary containment for dangerous waste					
Properly label containers of dangerous waste					
Properly document dangerous waste disposal					
Other dangerous waste storage or disposal related issue					
Industrial Wastewater					
* Correct illegal plumbing connection					
Obtain proper permit for facility discharge					
Properly maintain pretreatment system					
Other industrial wastewater related issue					

Spills					
Improve or create spill response procedures					
Improve or purchase adequate spill response materials					
Other spill related issue					
Stormwater					
* Halt discharges of wastewater to storm drain					
Maintain storm drain system (remove solids or repair system)					
Install catch basin filter inserts					
Other Stormwater related issue					
Fats/Oils/Grease to stormwater					
Other					
* Properly store products/ wastes					
* Properly store containerized materials					
* Properly store non-containerized materials					
Implement proper housekeeping					
Universal Waste					

*Refer To Agency: ECY Air Quality, ECY Haz Waste, ECY TCP, ECY Water Quality, Local Clean Air Authority, Local Haz Waste, Local Health Department, Local Industrial Waste, Local Stormwater, Local Wastewater

SITE VISIT NOTES:	
--------------------------	--



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-407

File ID:	AB2019-407	Version:	1	Status:	Agenda Ready
File Created:	07/22/2019	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interagency agreement between Whatcom County and Washington State Department of Commerce to receive state funds for conducting work relating to the new review and evaluation (buildable lands) program requirements of state law, in the amount of \$450,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The State has allocated \$450,000 to Whatcom County for state fiscal years 2020 and 2021 (July 1, 2019 - June 30, 2021) to address the new “review and evaluation” (buildable lands) program requirements under the Growth Management Act adopted by the State legislature in 2017 (ESSSB 5254). The County is entering into an interagency agreement with the State of Washington to receive this state funding. This state funding will be used to reimburse County staff time, city expenses, and consultant assistance on the review and evaluation program.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contract Information Sheet, Proposed Contract

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius
Director

Memorandum

June 22, 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: Interagency Agreement with the State relating to the Review and Evaluation (Buildable Lands) Program Grant

The Washington State Legislature approved Engrossed Second Substitute Senate Bill (E2SSSB) 5254 relating to the Growth Management Act's "Review and Evaluation Program" (buildable lands) requirements in 2017. This legislation imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years including:

- Amending the countywide planning policies to establish the program;
- Developing a Review & Evaluation Program methodology;
- Collecting land development and regulatory data;
- Issuing a buildable lands report by June 30, 2021;
- Developing reasonable measures, if necessary, to reduce the difference between development assumptions and actual development patterns; and
- Considering the buildable lands report and any reasonable measures when conducting the next periodic update of the Comprehensive Plan, which must be completed by June 30, 2024.

The State has allocated \$450,000 to Whatcom County for state fiscal years 2020 and 2021 (July 1, 2019 – June 30, 2021). This request is to accept the grant money from the State to facilitate compliance with this new law. Whatcom County will use these state funds to:

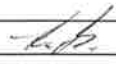
1. Reimburse County staff time spent on this new state mandate;
2. Reimburse cities for time spent on this new state mandate;
3. Contract with a consultant to conduct work relating to the new legislation; and
4. Reimburse related expenses, as allowed by the interagency agreement.

Thank you for your review and consideration of the proposed interagency agreement between the State and Whatcom County. We look forward to discussing it with you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Planning & Development Services
Division/Program: (i.e. Dept, Division and Program)	Long Range Planning 2620/262025/2527
Contract or Grant Administrator:	Matt Aamot
Contractor's / Agency Name:	Washington State Department of Commerce
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): Not assigned yet CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): Not assigned yet	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 2527	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	
<input type="checkbox"/> Contract work is for less than \$100,000.	
<input type="checkbox"/> Contract work is for less than 120 days.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 450,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Interagency agreement to receive funding from the State of Washington to develop the "Review and Evaluation" (buildable lands) program.	
Term of Contract:	Expiration Date: June 30, 2021

Contract Routing:	1. Prepared by: BB	Date: 7/1/19
	2. Attorney signoff: 	Date: 7-24-19
	3. AS Finance reviewed:	Date: _____
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____



Department of Commerce

Interagency Agreement with

Whatcom County

through

Washington State Department of Commerce
Local Government Division
Growth Management Services

For

Buildable Lands Grants
2019-21 Biennium

Start date:

July 1, 2019

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Contract Management	1
3.	Compensation	1
4.	Expenses.....	1
5.	Billing Procedures and Payment.....	1
6.	Subcontractor Data Collection	2
7.	Order of Precedence.....	2

General Terms and Conditions

1.	Definitions	3
2.	All Writings Contained Herein	3
3.	Amendments.....	3
4.	Assignment	3
5.	Confidentiality and Safeguarding of Information.....	3
6.	Copyright.....	4
7.	Disputes	4
8.	Governing Law and Venue	4
9.	Independent Capacity of the Contractor	5
10.	Licensing, Accreditation and Registration	5
11.	Recapture	5
12.	Records Maintenance.....	5
13.	Savings	5
14.	Severability	5
15.	Subcontracting	5
16.	Survival	6
17.	Termination for Cause	6
18.	Termination for Convenience.....	6
19.	Termination Procedures	6
20.	Treatment of Assets.....	7
21.	Waiver.....	8

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 20-63312-007

Washington State Department of Commerce
Local Government Division
Growth Management Services

2019-21 Buildable Lands Grants

1. Contractor Whatcom County Planning and Development Services 5280 Northwest Drive Bellingham, WA 98226		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Matt W. Aamot Senior Planner Whatcom Co. Planning and Development Services (360) 778-5939 maamot@co.whatcom.wa.us		4. COMMERCE Representative Valerie Smith Senior Planner (360) 725-3062 ike.nwankwo@commerce.wa.gov PO Box 42525 Olympia, WA 98504-2525	
5. Contract Amount \$450,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2019	8. End Date June 30, 2021
9. Federal Funds (as applicable) N/A		Federal Agency: N/A CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0002425-17	12. UBI # 371-010-246	13. DUNS # N/A
14. Contract Purpose Funding assistance for the review and evaluation program (Buildable Lands program), and to implement chapter 16, Laws of 2017 3rd sp. sess. (E2SSB 5254), under the Growth Management Act (Chapter 36.70A RCW).			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR _____ Jack Louws, County Executive Whatcom County _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 6/11/2019. APPROVAL ON FILE.	

Whatcom County

Approved

By: _____

Title: Whatcom County Executive

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

NOTARY PUBLIC in and for the State
of Washington, residing at:

My commission expires _____

Approved as to form:



Prosecuting Attorney

7-24-19

Date

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed four hundred fifty thousand dollars (\$450,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

Ineligible expenses include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63312-007. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE may withhold 10 percent from each payment until acceptance by COMMERCE of the deliverable received for that payment request.

State Fiscal Year Payments

COMMERCE will reimburse Contractor a maximum of \$225,000 for State Fiscal Year 2020 (July 1, 2019 - June 30, 2020) and a maximum of \$225,000 for State Fiscal Year 2021 (July 1, 2020 - June 30, 2021).

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

PRELIMINARY DRAFT - Scope of Work

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 1	Public Participation – Develop and implement public participation approach for the Review and Evaluation Program	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. Develop a coordinated County/City public participation approach for the Review and Evaluation Program, consistent with Whatcom County's Public Participation Plan. 2. The public participation approach will include a proposed schedule of County and City public participation activities. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Written document outlining the coordinated County/City public participation approach. 	
Task 2	City/County Coordination - County/City collaboration to develop a unified Review and Evaluation Program approach	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. County/City collaboration, including City/County Planners' Group meetings, to develop a unified approach to buildable land requirements. 2. GIS coordination. 3. Finalize methods to resolve disputes among jurisdictions. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. City/County Planners' Group meeting agendas. 2. Copies of any County/City interlocal agreements related to the buildable lands program. 3. Final dispute resolution methods. 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 3	Countywide Planning Policies - Develop and adopt County-wide Planning Policies (CWPPs), in consultation with cities, to establish the buildable lands program	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. County and city approval of interlocal agreement to establish interim procedures for amending the CWPPs. 2. County/City collaboration, including City/County Planners' Group meetings, to develop proposed CWPPs. 3. County Planning Commission review of CWPPs. Will include public hearing. 4. County Council review and adoption of CWPPs. 5. City ratification of CWPPs. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Adopted CWPPs establishing the buildable lands program. 	
Task 4	Data Collection and Analysis - Collect annual data to the extent necessary to assess achieved development densities and land suitable for development and conduct preliminary analysis of data	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. County/City coordination 2. Collection of residential development data, including building permits and residential subdivisions. 3. Collection of commercial and industrial development data, including building permits. 4. Collection of land use data. 5. Continued development and utilization of the data reporting and evaluation tool, including preliminary analysis of the data collected. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. The Final Review and Evaluation Program Report (see Task 6 below) will include a summary of data collected and analysis of the data. 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 5	Methodology - Develop Whatcom County Review and Evaluation (Buildable Lands) Program Methodology	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. Review the updated State Buildable Lands Guidelines when developing the Whatcom County Review and Evaluation (Buildable Lands) Program methodology. 2. Review Whatcom County Land Capacity Analysis (LCA) Methodology (2015) and consider combining the LCA Methodology with the Review and Evaluation Program Methodology. The review and evaluation (buildable lands) analysis and the land capacity analysis will be two separate reports issued at different times. Given this approach, review and determine whether a single methodology and spreadsheet format can be used for both the review and evaluation (buildable lands) analysis and land capacity analysis, recognizing that the planning periods and some inputs into the spreadsheets will be different for these two separate reports. 3. County/City collaboration, including City/County Planners' Group meetings, to develop a Review and Evaluation Program (Buildable Lands) Methodology. 4. Consult with key stakeholders. 5. Develop market factors for each jurisdiction. This may include mailing a survey to property owners or other appropriate methods to inform selection of market factors. 6. Review methodology with the County Council. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Review and Evaluation (Buildable Lands) Program Methodology 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 6	Review and Evaluation Program Report	June 30, 2021
Action(s)	<p>Develop and finalize the Review and Evaluation Program Report with all elements required by RCW 36.70A.215.</p> <p>(a) Determine whether there is sufficient suitable land, including land in UGAs, to accommodate the countywide population projection established in the existing Whatcom County Comprehensive Plan and city comprehensive plans.</p> <p>(b) The evaluation and identification of land suitable for development and redevelopment will include:</p> <ul style="list-style-type: none"> A review and evaluation of the land use designations and zoning/development regulations; environmental regulations (such as tree retention, stormwater, or critical area regulations) impacting development; and other regulations that could prevent planned densities from being achieved; and infrastructure gaps (including but not limited to transportation, water, sewer, and stormwater). Use of reasonable market factors when evaluating land suitable to accommodate new development or redevelopment of land for residential, commercial, and industrial development. <p>(c) Provide an analysis of county and/or city development assumptions, targets, and objectives contained in the countywide planning policies and the county and city comprehensive plans when growth targets and assumptions are not being achieved.</p> <p>(d) Determine the actual density of housing that has been constructed and the actual amount of land developed for commercial and industrial uses within the urban growth area since the adoption of a comprehensive plan.</p> <p>(e) Based on the actual density of development, review commercial, industrial, and housing needs by type and density range to determine the amount of land needed for commercial, industrial, and housing for the remaining portion of the twenty-year planning period used in the most recently adopted comprehensive plan.</p> <p>(f) Identify reasonable measures that the County and/or Cities may consider, if necessary, during the next comprehensive plan and development regulation update to comply with the Review and Evaluation Program requirements of the Growth Management Act (RCW 36.70A.215).</p>	
Deliverable(s)	1. Final Review and Evaluation Program Report required by RCW 36.70A.215.	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 7	Preliminary Draft Housing Element Revisions	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. Review "Housing Memorandum: Issues Affecting Housing Availability and Affordability" (State Department of Commerce, June 2019). 2. Review the housing element of the Whatcom County Comprehensive plan. 3. Review the housing elements in the seven city comprehensive plans. 4. Formulate preliminary draft revisions to the housing elements, if needed, considering the Review and Evaluation Program Report and any reasonable measures identified in accordance with RCW 36.70A.070(2). 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Preliminary draft revisions, if needed, to the housing element of the Whatcom County Comprehensive plan. 2. Preliminary draft revisions, if needed, to the housing elements of the seven city comprehensive plans. 	
Task 8	On-Going Implementation	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. Develop procedures and estimate resources needed for on-going implementation of the Review and Evaluation Program, including a user manual, projected staffing resources, and any software/equipment needs. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. User manual for the Review and Evaluation Program, including identification of reports that will be required from permit tracking systems; 2. Staffing resources needed to maintain the buildable lands program over time; and 3. Software/equipment needs to maintain the buildable lands program. 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Project Management	1. Quarterly status reports.	October 10, 2019 January 10, 2020 April 10, 2020 July 10, 2020 October 10, 2020 January 10, 2021 April 10, 2021
	2. Final closeout report.	July 16, 2021
	3. Develop/administer contracts with partner cities.	Ongoing (Copies to Commerce, when signed)
	4. Develop/administer contract with consultant(s).	Ongoing (Copies to Commerce, when signed)
	5. Scheduling / overall coordination.	Ongoing
	6. Invoicing.	Ongoing

Budget

TASK	GRANT AMOUNT
Task 1: Public Participation – Develop and implement public participation approach for the Review and Evaluation Program	\$ 10,000
Task 2: City/County Coordination - County/City collaboration to develop a unified Review and Evaluation Program approach	\$ 90,000
Task 3: Countywide Planning Policies - Develop County-wide Planning Policies (CWPPs), in consultation with cities, to establish the buildable lands program	\$ 20,000
Task 4: Data Collection and Analysis - Collect annual data to the extent necessary to assess achieved development densities and land suitable for development and conduct preliminary analysis of data	\$ 140,000
Task 5: Methodology - Develop Whatcom County Review and Evaluation (Buildable Lands) Program Methodology	\$ 40,000
Task 6: Review and Evaluation Program Report	\$ 65,000
Task 7: Preliminary Draft Housing Element Revisions	\$ 55,000
Task 8: On-Going Implementation	\$ 10,000
Project management	\$ 20,000
TOTAL:	\$ 450,000



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-408

File ID:	AB2019-408	Version:	1	Status:	Agenda Ready
File Created:	07/22/2019	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Community Attributes Inc to provide professional services relating to the Review and Evaluation (Buildable Lands) program requirements of the Growth Management Act in the amount of \$135,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Washington State Legislature approved a bill (ESSSB 5254) in the 2017 legislative session establishing new Review and Evaluation (Buildable Lands) planning requirements for Whatcom County and the cities. The County and cities will now be required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan. If the actual growth deviates from planned growth, then local jurisdictions may need to take reasonable measures to address the situation. This process will include developing County-wide Planning Policies, data collection, research, and developing methods to conduct the buildable lands evaluation.

The State Legislature allocated funds to Whatcom County for state fiscal years 2020 and 2021 (July 1, 2019 - June 30, 2021) in association with the new requirements. The County and cities have jointly agreed to use \$135,000 from the state grant for consultant assistance. This contract amendment between Whatcom County and Community Attributes Inc. is for professional services related to the Review and Evaluation Program in the amount of \$135,000.

HISTORY OF LEGISLATIVE FILE

Date:

Acting Body:

Action:

Sent To:

Attachments: Staff Memo, Contract Information Sheet, Proposed Contract



MEMORANDUM

TO: The Honorable Jack Louws, County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

RE: Community Attributes Contract Amendment relating to the Review and Evaluation (Buildable Lands) Program

DATE: July 22, 2019

▪ Background and Purpose

The Washington State Legislature approved a bill (E2SSSB 5254) in the 2017 session establishing new Growth Management Act (GMA) requirements for Whatcom County and the cities relating to the "Review and Evaluation Program" (also known as buildable lands). The County and cities will now be required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan. If the actual growth deviates from planned growth, then local jurisdictions may need to take reasonable measures to address the situation. This process will include developing countywide planning policies, data collection, research, and developing methods to conduct the buildable lands evaluation. The GMA requires the County and cities to issue a final Review and Evaluation Program report by June 30, 2021. This report will include evaluation of certain aspects of existing County and city comprehensive plans and inform the next comprehensive plan updates, which are due by June 30, 2024.

▪ Funding Amount and Source

The State Legislature allocated \$225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 – June 30, 2019) in association with the new Review and Evaluation Program requirements. The State allocated an additional \$410,000 to Whatcom County for state fiscal years 2020 and 2021 (July 1, 2019 – June 30, 2021). These funds will be used for reimbursing County staff time and materials, reimbursing city expenses, and consultant work. The County and cities agreed that \$135,000 from the \$410,000 state grant would be utilized for consultant assistance.

Therefore, we are proposing to amend the contract with Community Attributes Inc. to provide additional assistance with the Review and Evaluation Program.

▪ **Differences from Previous Contract**

Work on several of the initiatives from the original contract will carry over in this contract amendment. These include:

- Working with the County and cities to develop a unified approach to the Review and Evaluation Program requirements;
- Developing countywide planning policies to establish the Review and Evaluation Program;
- Developing a tool (spreadsheet) to facilitate uniform data collection/reporting across jurisdictions; and
- Developing the Review and Evaluation Program methodology.

There are also several new tasks in the amended contract, including:

- Developing and implementing a public participation approach;
- Assisting with the final Review and Evaluation Program report; and
- Developing preliminary draft revisions of the housing elements of the County and city comprehensive plans.

Thank you for your review and consideration of the proposed contract amendment for consultant services between Community Attributes Inc. and Whatcom County. We look forward to discussing it with you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Planning & Development Services
Division/Program: (i.e. Dept. Division and Program)	Long Range Planning 2620/262025/2527
Contract or Grant Administrator:	Matt Aamot
Contractor's / Agency Name:	Community Attributes, Inc.
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201811027	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): Not yet assigned (Concurrent with this amendment)	
Is this contract the result of a RFP or Bid process? Contract Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP # 18-47 (original contract RFP) Cost Center: 2527	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 86,350.00 This Amendment Amount: \$ 135,000.00 Total Amended Amount: \$ 221,350.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: The County and cities have jointly agreed to use \$135,000 from the additional state grants funds for consultant assistance with the Review and Evaluation (Buildable Lands) Program. This contract amendment between Whatcom County and Community Attributes Inc. is to provide professional services to assist with public participation, coordination, countywide planning policies, data collection and analysis, methodology, final report, and draft comprehensive plan housing element revisions.	
Term of Contract:	Expiration Date: June 30, 2021

Contract Routing:	1. Prepared by: BB	Date: 7/1/19
	2. Attorney signoff: <u>KB</u>	Date: 7-24-19
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Amendment No. 2
Whatcom County Contract No. 201811027
CONTRACT BETWEEN WHATCOM COUNTY AND
Community Attributes, Inc.

THIS AMENDMENT is to the Contract between Whatcom County and Community Attributes, Inc., dated December 5, 2018 and designated "Whatcom County Contract No. 201811027." In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment changes the term of this agreement through June 30, 2021.

This amendment changes the Scope of Work as shown on Exhibit A.

This amendment increases the maximum consideration by \$135,000, over a two year period, for a total consideration of \$221,350 as shown on Exhibit B.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This amendment takes effect July 1, 2019 regardless of the date of signature.

This amendment is contingent upon:

1. The County receiving State funding; and
2. County Council approval of a supplemental budget request.

Section 38.5 of the contract is amended as follows:

County-State Contract: The consultant shall follow all applicable terms of the *Interagency Agreement with Whatcom County through Washington State Department of Commerce Local Government Division Growth Management Services for the 2019-2021* ~~2018~~ *Buildable Land Grants* ~~(July 1, 2018)~~.

CONTRACTOR INFORMATION:

Community Attributes Inc.

Mailing Address: 500 Union Street, Suite 200, Seattle, WA 98101

Contact Name: Chris Mefford, President & CEO

Contact Phone: 206-523-6683

Contact FAX: 866-726-5717

Contact Email: chris@communityattributes.com

Amendment No. 2
Whatcom County Contract No. 201811027
CONTRACT BETWEEN WHATCOM COUNTY AND
Community Attributes, Inc.

IN WITNESS WHEREOF, Whatcom County and Community Attributes, Inc. have executed this Amendment on the date and year below written.

DATED this 10th day of July, 2019.

CONTRACTOR:


Community Attributes, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM King)

On this 10 day of July, 2019, before me personally appeared
Christopher Mefford to me known to be the
President/CEO of the Company 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
Seattle, WA. My commission expires
May 1, 2023.

Exhibit A
(Scope of Work)

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 1	Public Participation – Develop public participation approach for the Review and Evaluation Program	January 31, 2020
Action(s)	<ol style="list-style-type: none"> 1. Develop a coordinated County/City public participation approach for the Review and Evaluation Program, consistent with Whatcom County's Public Participation Plan. 2. The public participation approach will include a proposed schedule of County and City public participation activities. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Draft & Final County/City Public Participation Plan 	
Task 2	City/County Coordination - County/City collaboration to develop a unified Review and Evaluation Program approach	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. Support County/City collaboration, including City/County Planners' Group meetings, to develop a unified approach to buildable land requirements. 2. Coordination for GIS utilization and data requirements. 3. Finalize methods to resolve disputes among jurisdictions in CWPPs. 4. Attend up to 7 meetings in person and 3 on a video or conference call. Make presentations and/or engage in discussion, as appropriate. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Presentations, as needed, at City/County Planners' Group or other meetings. 2. Final dispute resolution methods, incorporated in CWPPs (<i>see Task 3</i>). 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 3	Countywide Planning Policies - Develop Countywide Planning Policies (CWPPs), in consultation with cities, to establish the buildable lands program	October 30, 2019
Action(s)	<ol style="list-style-type: none"> 1. Collaborate with the County and cities, remotely and through City/County Planners' Group meetings (see Task 2), to revise CWPPs. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Draft CWPPs establishing the buildable lands program. 	
Task 4	Data Collection and Analysis - Collect annual data to the extent necessary to assess achieved development densities and land suitable for development and conduct preliminary analysis of data	May 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. Coordinate data collection with County and cities. 2. Continued development and utilization of the data reporting and evaluation tool, including preliminary analysis of the data collected. 3. Summarize data collected by each jurisdiction. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Final Data Reporting Tool 2. Data summary exhibits to be included in Review and Evaluation Report (Task 6) 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 5	Methodology - Develop Whatcom County Review and Evaluation (Buildable Lands) Program Methodology	March 31, 2020
Action(s)	<ol style="list-style-type: none"> 1. Review the updated State Buildable Lands Guidelines when developing the Whatcom County Review and Evaluation (Buildable Lands) Program methodology. 2. Review Whatcom County Land Capacity Analysis (LCA) Methodology (2015) and consider combining the LCA Methodology with the Review and Evaluation Program Methodology. The review and evaluation (buildable lands) analysis and the land capacity analysis will be two separate reports issued at different times. Given this approach, review and determine whether a single methodology and spreadsheet format can be used for both the review and evaluation (buildable lands) analysis and land capacity analysis, recognizing that the planning periods and some inputs into the spreadsheets will be different for these two separate reports. 3. County/City collaboration, including City/County Planners' Group meetings as specified in Task 2, to develop a Review and Evaluation Program (Buildable Lands) Methodology. 4. Consult with key stakeholders. If necessary, complete up to 10 phone interviews. 5. Develop market factors for each jurisdiction. This may include developing a survey of property owners or other appropriate methods to inform selection of market factors. The County is responsible for distributing the survey, collecting completed surveys, and delivering copies of the completed surveys to CAI. CAI will compile, analyze, and report survey results and produce market factors. 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Final Market Factor White Paper, including a summary of property owner survey results 2. Final Review and Evaluation (Buildable Lands) Program Methodology 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 6	Review and Evaluation Program Report	June 30, 2021
Action(s)	<p>Develop and finalize the Review and Evaluation Program Report with all elements required by RCW 36.70A.215.</p> <p>(a) Determine whether there is sufficient suitable land, including land in UGAs, to accommodate the countywide population projection established in the existing Whatcom County Comprehensive Plan and city comprehensive plans.</p> <p>(b) The evaluation and identification of land suitable for development and redevelopment will include:</p> <ul style="list-style-type: none"> • A review and evaluation of the land use designations and zoning/development regulations; environmental regulations (such as tree retention, stormwater, or critical area regulations) impacting development; and other regulations that could prevent planned densities from being achieved; and infrastructure gaps (including but not limited to transportation, water, sewer, and stormwater). • Use of reasonable market factors when evaluating land suitable to accommodate new development or redevelopment of land for residential, commercial, and industrial development. <p>(c) Provide an analysis of county and/or city development assumptions, targets, and objectives contained in the countywide planning policies and the county and city comprehensive plans when growth targets and assumptions are not being achieved.</p> <p>(d) Determine the actual density of housing that has been constructed and the actual amount of land developed for commercial and industrial uses within the urban growth area since the adoption of a comprehensive plan.</p> <p>(e) Based on the actual density of development, review commercial, industrial, and housing needs by type and density range to determine the amount of land needed for commercial, industrial, and housing for the remaining portion of the twenty-year planning period used in the most recently adopted comprehensive plan.</p> <p><i>Draft 1 of Review and Evaluation Program Report to address items a-e, above. Whatcom County staff will receive, review, and consolidate edits from all draft reviewers. CAI will respond to two rounds of edits provided by the County and cities.</i></p>	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
	<p>(f) Identify reasonable measures that the County and/or Cities may consider, if necessary, during the next comprehensive plan and development regulation update to comply with the Review and Evaluation Program requirements of the Growth Management Act (RCW 36.70A.215).</p> <p><i>Draft 2 of Review and Evaluation Program Report to address revisions to Draft 1 and first draft of reasonable measures. CAI will respond to one round of edits on reasonable measures provided by the County and cities.</i></p>	
Deliverable(s)	1. Draft and Final Review and Evaluation Program Report required by RCW 36.70A.215.	
Task 7	Preliminary Draft Housing Element Revisions	June 30, 2021
Action(s)	<ol style="list-style-type: none"> 1. Review "Housing Memorandum: Issues Affecting Housing Availability and Affordability" (State Department of Commerce, June 2019). 2. Review the housing element of the Whatcom County Comprehensive plan for consistency with Buildable Lands findings. 3. Review the housing elements in the seven city comprehensive plans for consistency with Buildable Lands findings. 4. Formulate preliminary draft revisions to the housing elements, if needed, considering the Review and Evaluation Program Report and any reasonable measures identified by jurisdictions in accordance with RCW 36.70A.070(2). 	
Deliverable(s)	<ol style="list-style-type: none"> 1. Preliminary draft revisions, if needed, to the housing element of the Whatcom County Comprehensive plan. 2. Preliminary draft revisions, if needed, to the housing elements of the seven city comprehensive plans. 	

TASKS , ACTIONS, & DELIVERABLES	DESCRIPTION	END DATE
Task 8	On-Going Implementation	June 30, 2021
Action(s)	1. Develop procedures and estimate resources needed for on-going implementation of the Review and Evaluation Program, including a user manual, projected staffing resources, and any software/equipment needs.	
Deliverable(s)	1. User manual for the Review and Evaluation Program, to include: <ul style="list-style-type: none"> a. Identification of reports that will be required from permit tracking systems; b. Estimated staffing resources needed to maintain the buildable lands program over time; and c. Software/equipment needs to maintain the buildable lands program. 	
Project Management	1. Monthly status reports and invoices.	Ongoing

**Exhibit B
(Compensation)**

CAI will accomplish the above scope of work no later than June 30, 2021. Any schedule adjustments will be discussed jointly through project work with County staff and CAI.

CAI will deliver the above services on a time and materials basis, as scoped, for \$135,000 (a maximum of 25% of this amount can be expended in 2019). CAI's 2019 billing rates are attached. These rates may be increased in 2020 and 2021, subject to approval of Whatcom County Planning and Development Services. Typical average fee increases per year range from 2.5% to 5.0% firm-wide. Additionally, CAI may add new employees and their rates, subject to approval of Whatcom County Planning and Development Services.

Community Attributes 2019 Hourly Rates

Chris Mefford	President & CEO	\$297.50
Spencer Cohen	Senior Economist	\$210.00
Tim McIlhenny	Data Systems Developer	\$162.50
Nancy Eklund	Senior Planning Manager	\$160.00
Japhet Koteen	Senior Program Manager	\$152.50
Bryan Lobel	Senior Planner	\$130.00
Elliot Weiss	Senior Planner	\$130.00
Michaela Jellicoe	Economics Analyst	\$130.00
Madalina Calen	Economics Analyst	\$127.50
Kristina Gallant	Planning Analyst	\$115.00
Sergey Lukyanenko	Developer	\$100.00
Zack Tarhouni	Economics Analyst	\$75.00
Eliza Brower	Research Assistant	\$50.00



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-412

File ID:	AB2019-412	Version:	1	Status:	Agenda Ready
File Created:	07/23/2019	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for the Community Litter Cleanup Program, in the amount of \$67,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Agreement



MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Washington State Department of Ecology –
2019 – 2021 Community Litter Cleanup Program Grant
DATE: July 17, 2019

Enclosed are two (2) originals of an agreement between Whatcom County and Contractor for your review and signature.

▪ **Background and Purpose**

The Community Litter Cleanup Program Grant funds the County's activities related to the removal of litter and illegally discarded materials from public lands. Whatcom County has participated in this program since 1998. These funds support the County Public Works Department's Adopt-a-Road Program and correctional work crew response to illegal dumping and litter clean-up along County roads, parks and beaches.

▪ **Funding Amount and Source**

The 2019 – 2021 grant provides \$67,000 from the Department of Ecology. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences from Previous Contracts**

Funding is \$3,500 less than the last biennium due to the availability of funds provided by the legislature and there are no significant changes to the grant's requirements.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8540 Environmental Health / 854080 Solid Waste Infrastructure		
Contract or Grant Administrator:			Kathleen Roy		
Contractor's / Agency Name:			Washington Department of Ecology		
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		SWMCLCP -1921 -			
		If yes, grantor agency contract number(s):		WhCoHD - 00028 CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, RFP and Bid number(s): _____		Contract Cost Center: 140205	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.					
Contract Amount:(sum of original contract amount and any prior amendments):			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.		
\$ 67,000					
This Amendment Amount:					
\$					
Total Amended Amount:					
\$					
Summary of Scope: This grant funds the activities related to removing litter and illegally discarded material from public lands.					
Term of Contract:		2 Years		Expiration Date: 06/30/2021	
Contract Routing:		1. Prepared by: JT		Date: 7/17/2019	
		2. Attorney signoff:		Date: 7-19-19	
		3. AS Finance reviewed:		Date: 7/22/19	
		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: _____	



Agreement No. SWMCLCP-1921-WhCoHD-00028

SOLID WASTE MANAGEMENT COMMUNITY LITTER CLEANUP PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Whatcom County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	CLCP 2019-2021 Grant
Total Cost:	\$117,000.00
Total Eligible Cost:	\$67,000.00
Ecology Share:	\$67,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	CLCP Grant

Project Short Description:

Litter and Illegal Dump Cleanup and Prevention Project

Project Long Description:

To remove litter and illegally dumped material from public lands and/or provide litter and illegal dump prevention education to citizens and other organizations. The recipient shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth herein.

Overall Goal:

Whatcom County has successfully participated in the Community Litter Cleanup Program since 1998. The goal of this project is to increase levels of community participation through implementation of education and outreach and continue

Agreement No: SWMCLCP-1921-WhCoHD-00028

Project Title: CLCP 2019-2021 Grant

Recipient Name: Whatcom County

to remove and properly dispose of solid wastes from Whatcom County roads, illegal dump sites, trails and beaches and other public areas.

RECIPIENT INFORMATION

Organization Name: Whatcom County

Federal Tax ID: 91-6001383

DUNS Number: 600446410

Mailing Address: 509 Girard St.
Bellingham, WA 98225

Physical Address: 509 Girard St.
Bellingham, Washington 98225

Organization Email: jhegedus@co.whatcom.wa.us

Organization Fax: (360) 778-6001

Contacts

Project Manager	Jeff Hegedus Environmental Health Supervisor 509 Girard St. Bellingham, Washington 98225 Email: jhegedus@co.whatcom.wa.us Phone: (360) 778-6044
Billing Contact	Jennifer Hawes Accounting Technician 509 Girard St. Bellingham, Washington 98225 Email: jhawes@whatcomcounty.us Phone: (360) 778-6027
Authorized Signatory	Regina Delahunt Director 509 Girard Street Bellingham, Washington 98225 Email: rdelahun@co.whatcom.wa.us Phone: (360) 778-6005

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Steven Williams 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: stwi461@ecy.wa.gov Phone: (425) 649-7048
Financial Manager	Steven Williams 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: stwi461@ecy.wa.gov Phone: (425) 649-7048
Technical Advisor	Steven Williams 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: stwi461@ecy.wa.gov Phone: (425) 649-7048

Agreement No: SWMCLCP-1921-WhCoHD-00028
Project Title: CLCP 2019-2021 Grant
Recipient Name: Whatcom County

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Whatcom County

By: _____

By: _____

Laurie Davies

Date

Solid Waste Management

Program Manager

Template Approved to Form by
Attorney General's Office

By: Regina Delahunt 7/18/19

Regina Delahunt

Date

Director

Agreement No: SWMCLCP-1921-WhCoHD-00028

Project Title: CLCP 2019-2021 Grant

Recipient Name: Whatcom County

John Wolpers

 7/17/19
Environmental Health Manager Date

Royce Buckingham


Civil Deputy Attorney Date

Jack Louws

County Executive Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$67,000.00

Task Title: Litter and Illegal Dump Cleanup

Task Description:

Through the Adopt-A-Road program the RECIPIENT will target neighborhoods, trails, beaches and other public areas. Volunteers will do the actual pickup of litter with help from the public works maintenance crews. The RECIPIENT will partner with community organizations, including but not limited to, the Birch Bay Chamber of Commerce, to clean up areas such as Birch Bay, Kendall, and Point Roberts.

The RECIPIENT will also coordinate with correctional litter crews to respond to illegal dumping as well as to clean up litter from county roads, beaches, parks, and some DNR properties.

Eligible Costs: The RECIPIENT will use awarded funds to pay for supervisor salary/benefits, non-correctional crew member salary/benefits, equipment/tools/supplies, and disposal costs.

Task Goal Statement:

The goal of this project is to continue the cleanup of Whatcom County roadside litter, illegal dumpsites, trails and beaches.

Task Expected Outcome:

550 road miles cleaned; 20 acres cleaned; 60,000 pounds of litter debris collected; 20 illegal dumpsites cleaned; 7,700 pounds of debris collected from illegal dumps; 1,000 pounds of material recycled; 5,000 total hours worked.

Recipient Task Coordinator: Jeff Hegedus

Litter and Illegal Dump Cleanup

Deliverables

Number	Description	Due Date
1.1	Deliverables are the Expected Outcomes.	06/30/2021

BUDGET

Funding Distribution EG190447

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: CLCP Funding Type: Grant
 Funding Effective Date: 07/01/2019 Funding Expiration Date: 06/30/2021
 Funding Source:

Title: Waste Reduction Recycling and Litter Control Account (WRRLCA)

Type: State

Funding Source %: 100%

Description: Community Litter Cleanup Program

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

CLCP	Task Total
Litter and Illegal Dump Cleanup	\$ 67,000.00

Total: \$ 67,000.00

Agreement No: SWMCLCP-1921-WhCoHD-00028

Project Title: CLCP 2019-2021 Grant

Recipient Name: Whatcom County

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
CLCP	0.00 %	\$ 0.00	\$ 67,000.00	\$ 67,000.00
Total		\$ 0.00	\$ 67,000.00	\$ 67,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Grant administrative costs are limited to 10 percent of grant approved expenditures, excluding Tools and Trucks. Administrative costs for Tools and Trucks are not allowed under this grant program.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

Agreement No: SWMCLCP-1921-WhCoHD-00028

Project Title: CLCP 2019-2021 Grant

Recipient Name: Whatcom County

EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five executives using the FFATA Data Collection Form. tc

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: SWMCLCP-1921-WhCoHD-00028

Project Title: CLCP 2019-2021 Grant

Recipient Name: Whatcom County

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

Agreement No: SWMCLCP-1921-WhCoHD-00028

Project Title: CLCP 2019-2021 Grant

Recipient Name: Whatcom County

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

Agreement No: SWMCLCP-1921-WhCoHD-00028

Project Title: CLCP 2019-2021 Grant

Recipient Name: Whatcom County

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: SWMCLCP-1921-WhCoHD-00028
Project Title: CLCP 2019-2021 Grant
Recipient Name: Whatcom County

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-420

File ID:	AB2019-420	Version:	1	Status:	Agenda Ready
File Created:	07/25/2019	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Ecology for solid waste management compliance and litter and/or illegal dumping enforcement activities, in the amount of \$109,209.50

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Agreement



MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Washington State Department of Ecology –
2019 – 2021 Local Solid Waste Financial Assistance Agreement for Enforcement
DATE: July 18, 2019

Enclosed are two (2) originals of an agreement between Whatcom County and Washington State Department of Ecology for your review and signature.

▪ **Background and Purpose**

The Local Solid Waste Financial Assistance Agreement (LSWFA – formerly known as the Coordinated Prevention Grant) Enforcement Program has been a continuous source of solid waste program funding since 1996. The agreement funds solid waste management compliance and litter and/or illegal dumping enforcement activities.

▪ **Funding Amount and Source**

The 2019 – 2021 agreement provides \$109,209.50 in State funds to be matched with \$36,403.17 in local funds from the Solid Waste Disposal Tax. This local match is in the County's 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences from Previous Contracts**

Funding is \$38,351.64 less than the last biennium due to the availability of funds provided by the legislature and there are no significant changes to the agreement's requirements.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8540 Environmental Health / 854080 Solid Waste Enforcement		
Contract or Grant Administrator:			Kathleen Roy		
Contractor's / Agency Name:			Washington Department of Ecology		
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		SWMLSWFA – 2019			
		If yes, grantor agency contract number(s):		– WhCoHD - 00066 CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, RFP and Bid number(s): _____		Contract Cost Center: <u>655200 140304</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.					
Contract Amount:(sum of original contract amount and any prior amendments):			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.		
\$ 109,209.50					
This Amendment Amount:					
\$					
Total Amended Amount:					
\$					
Summary of Scope: The Local Solid Waste Financial Assistance Agreement for enforcement provides funding for solid waste management compliance and litter and/or illegal dumping enforcement activities.					
Term of Contract:		2 Years		Expiration Date: 06/30/2021	
Contract Routing:	1. Prepared by: JT		Date:		7/17/2019
	2. Attorney signoff:		Date:		7-19-19
	3. AS Finance reviewed:		Date:		7/23/19
	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:		



Agreement No. SWMLSWFA-2019-WhCoHD-00066

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY HEALTH DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and WHATCOM COUNTY HEALTH DEPARTMENT, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2019-21 LSWFA Whatcom Co SWE
Total Cost:	\$275,000.00
Total Eligible Cost:	\$145,612.67
Ecology Share:	\$109,209.50
Recipient Share:	\$36,403.17
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Solid Waste Enforcement

Project Short Description:

Whatcom County will spend \$145,612.67 to investigate solid waste management complaints, enforce solid waste codes, and conduct site inspections at conditionally permit-exempt solid waste handling facilities.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

RECIPIENT INFORMATION

Organization Name: WHATCOM COUNTY HEALTH DEPARTMENT

Federal Tax ID: 91-6001383

DUNS Number: 600446410

Mailing Address: 509 Girard St.
Bellingham, WA 98225

Physical Address: 509 Girard St.
Bellingham, Washington 98225

Organization Email: jhegedus@co.whatcom.wa.us

Organization Fax: (360) 778-6001

Contacts

Project Manager	Jeff Hegedus Environmental Health Supervisor 509 Girard St. Bellingham, Washington 98225 Email: jhegedus@co.whatcom.wa.us Phone: (360) 778-6044
Billing Contact	Jennifer Hawes Accounting Technician 509 Girard St. Bellingham, Washington 98225 Email: jhawes@whatcomcounty.us Phone: (360) 778-6027
Authorized Signatory	Regina Delahunt Director 509 Girard Street Bellingham, Washington 98225 Email: rdelahun@co.whatcom.wa.us Phone: (360) 778-6005

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Diana Wadley 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: dwad461@ecy.wa.gov Phone: (425) 649-7056
Financial Manager	Diana Wadley 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: dwad461@ecy.wa.gov Phone: (425) 649-7056

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

WHATCOM COUNTY HEALTH DEPARTMENT

By: _____

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

Regina Delahunt
Director

Date

Template Approved to Form by
Attorney General's Office

PROGRAM APPROVAL



John Wolpers, Environmental Health Manager

7/17/19

Date

WHATCOM COUNTY

JACK LOUWS
County Executive

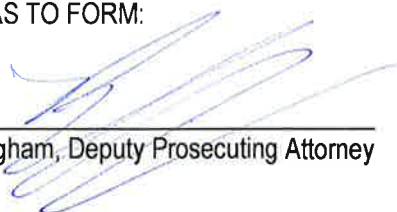
STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be 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

7-19-19

Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$145,612.67

Task Title: Solid Waste Enforcement

Task Description:

Activity – Exempt Solid Waste Handling Facility and Site Compliance

RECIPIENT shall conduct annual site inspections at approximately 18 conditionally exempt solid waste handling facilities to maintain compliance with local and state solid waste handling requirements including but not limited to chapter 173-350 WAC, Solid Waste Handling Standards, and chapter 70.95 RCW. New notices of exemption considered during the grant period may be managed under this agreement.

Ordinance development necessary to comply with chapter 173-350 WAC, including travel to attend Ecology sponsored trainings, are eligible costs for reimbursement under this Agreement.

Activity – Solid Waste Complaint Investigation and Technical Assistance

RECIPIENT will investigate reports of improper solid waste handling and initiate enforcement when necessary to abate a solid waste handling violation. RECIPIENT will also offer technical assistance on interpretation of solid waste regulations, provide education on proper handling and disposal of waste, and respond to all other solid waste related inquiries from the public.

The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the indirect rate. RECIPIENT may direct bill for memberships pre-approved by ECOLOGY, when indirect is not charged to the task.

Task Goal Statement:

The goal of this task is to protect human health and the environment by preventing and correcting violations of solid waste rules and regulations. RECIPIENT expects to accomplish this goal by providing technical assistance, education, compliance monitoring and enforcement when necessary.

Task Expected Outcome:

Over the two-year grant period, with the support of this grant, the RECIPIENT expects to conduct approximately 36 facility inspections, investigate 500 complaints of illegal dumping or illegal disposal, and resolve about 450 such complaints.

RECIPIENT will track complaint investigation activities and outcomes, mostly via its Envision Connect electronic database.

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

Recipient Task Coordinator: Jeff Hegedus

Solid Waste Enforcement

Deliverables

Number	Description	Due Date
1.1	Scope of Work for this Agreement is implemented.	06/30/2021

Agreement No: SWMLSWFA-2019-WhCoHD-00066
 Project Title: 2019-21 LSWFA Whatcom Co SWE
 Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Whatcom Co SWE	25.00 %	\$ 36,403.17	\$ 109,209.50	\$ 145,612.67
Total		\$ 36,403.17	\$ 109,209.50	\$ 145,612.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be submitted along with a Payment Request/Progress Report. By checking the box provided in the Outcomes Data Collection section of the form, the RECIPIENT certifies that the outcomes reported for that quarter represent ONLY what was achieved with LSWFA (Ecology share plus local contribution). RECIPIENT shall not report outcomes achieved with funds that exceed the LSWFA Agreement's total budget.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended,

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five executives using the FFATA Data Collection Form. tc

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: SWMLSWFA-2019-WhCoHD-00066
Project Title: 2019-21 LSWFA Whatcom Co SWE
Recipient Name: WHATCOM COUNTY HEALTH DEPARTMENT

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-348

File ID:	AB2019-348	Version:	1	Status:	Agenda Ready
File Created:	06/04/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Presentation by the Whatcom County Bicycle Pedestrian Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation by the Whatcom County Bicycle Pedestrian Advisory Committee

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-414

File ID:	AB2019-414	Version:	1	Status:	Agenda Ready
File Created:	07/24/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee				Final Action:
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding proposed resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years 2020 through 2025

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Each year the County is required to update its Six-Year Transportation Improvement Program (STIP), per RCW 35.77.010 and RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Program. The STIP is intended as a planning tool for local, state, and federally funded projects and is designed to identify projects for preliminary engineering, right-of-way purchase and/or construction

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Attachment A, Attachment B, Attachments Project Summaries, Attachment C1, Attachment C2, Attachment C3, Attachment D, Attachment E, Proposed Resolution, Exhibit A, Exhibit B

Jon Hutchings
Director



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

Memo

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

Through: Jon Hutchings, Director *JH*

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*

Date: July 23, 2019

Re: Six-Year Transportation Improvement Program, 2020-2025
PW Committee Work Session, Introduction, Public Hearing and Adoption

Requested Action:

The Department of Public Works requests that a Council Public Works Committee work session be scheduled for August 7th, for discussion of the information attached to this memorandum regarding the 2020-2025 Six-Year Transportation Improvement Program (STIP). If approved by the Committee we request that the STIP Resolution and its associated exhibits, 2020-2025 Six-Year Transportation Improvement Program and 2020-2033 Fourteen-Year Ferry Capital Program, be introduced on September 10th County Council meeting. We then request that a public hearing be advertised for and held at the September 24th County Council meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:

Each year the County is required to update its Six-Year Transportation Improvement Program, per RCW 35.77.010 and RCW 36.81.121. The County is also required to prepare a Fourteen-Year Ferry Capital Program each year per RCW 36.54.015 and an Annual Bridge Report per RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Capital Program which is Exhibit "B" of the resolution.

Information:

1- Memorandum to County Executive and Council

Attachment "A" – Removed, Re-ordered, and Added Projects
Attachment "B" – 2020-2025 Capital Projects List
Attachment "R1-R32, B1-B13, F1-F5, Y1-Y9" – Project Summary Sheets
Attachment "C1" – Road Fund Balance Projections
Attachment "C2" – Road Fund Revenue Projections
Attachment "C3" – Road Fund Expenditure Projections
Attachment "D" – Roadway Priority Rating Program
Attachment "E" – Annual Bridge Report

Attachment "A" is a simplified form of Exhibit "A" to the STIP. This is being provided in order to facilitate the Public Works Committee work session.

2- 2020-2025 Six Year Transportation Improvement Program Resolution

Exhibit "A" – 2020-2025 Six-Year Transportation Improvement Program
Exhibit "B" – 2020-2033 Fourteen-Year Ferry Capital Program

Attachment "A"
2020-2025 Six Year Transportation Improvement Program (STIP)
Project Removals & Additions
-Not complete list of all changes-

Projects Removed from 2019-2024 STIP:

Project Number	Project Title	Reason/Status
R8	Roadway Frost Detectors	Completed 2019
R16	Guardrail Safety Program	Completed 2019
R32	Small Area Paving	Completed 2019
B5	Hannegan Road/Ten Mile Creek Bridge No. 236	Completed 2019
B6	Roberts Rd/Anderson Creek Bridge No. 249	Completed 2019
B7	Massey Road/Suman River Bridge No. 291	Completed 2019
B8	W. Badger Rd/Bertrand Creek Bridge No. 50	Completed 2019
B13	Lenhart Road/Saar Creek Bridge No. 329	Completed 2019
F2	Ferry Terminal Paint and Structural Repair	Project divided in 2 projects

Projects Re-Ordered

Project Number	Project Title	Reason/Status
R2	Samish Way & Galbraith Lane	2019 Project was R33, 2020 now R2
R3	ADA Barrier Removal	2019 Project was R31, 2020 now R3

Projects Added to 2020-2025 STIP:

Project Number	Project Title	Reason/Status
R19	Birch Bay Lynden Rd/Blaine Rd.	Intersection Improvements
R29	E. Smith Rd, Hannegan Rd. to Everson Goshen Rd.	Pavement Rehabilitation – RAPP Funds

Attachment "A"

R30	Birch Bay Lynden Rd., Enterprise Rd. to Rathbone Rd.	Pavement Rehabilitation – Rapp Funds
R31	Slater Road, Pacific Hwy to Northwest Dr.	Asphalt Paving
R32	2020 Small Area Asphalt Paving	Asphalt Paving
B9	Flynn Road/Fishtrap Creek Bridge No. 51	Replacement
B13	Truck Road/Deal Road	Fish Passage Culverts
F2	Lummi Island Terminal	Preservation Project
F3	Gooseberry Pt. Terminal	Preservation Project
Y9	Beam Guardrail Replacements and Upgrades	Replacement

2020-2025 Six Year Transportation Improvement Program

Financial Distribution by Year

7/23/2019

Project Costs in Thousands of Dollars

Attachment "B"

Project No.	Project Name	Total 2020-2025	Total Grant 2020-2025	Total Local 2020-2025	2020	2021	2022	2023	2024	2025
Road Capital Construction										
R1	Birch Bay Drive & Pedestrian Facility	8,850	810	8,040	6,100	2,500	250	0	0	0
R2	Samish Way & Galbraith Lane	500	0	500	500	0	0	0	0	0
R3	ADA Barrier Removal	50	0	50	50	0	0	0	0	0
R4	Lake Whatcom Blvd. Water Quality Improvements	100	0	100	25	20	55	0	0	0
R5	Horton Road, Northwest Drive to Aldrich Road	157	0	157	10	10	10	127	0	0
R6	Slater Road, Northwest Drive	25	0	25	25	0	0	0	0	0
R7	Slater Road, I5 Interchange to 0.10m E. of Pacific Hwy	25	0	25	25	0	0	0	0	0
R8	Slater Road, Northwest Drive to Aldrich Road	10	0	10	0	10	0	0	0	0
R9	Smith Road & Northwest Drive	25	0	25	25	0	0	0	0	0
R10	Marine Drive, Locust Avenue to Alderwood Avenue	3,210	1,509	1,701	550	2,600	60	0	0	0
R11	North Shore Road, Bellingham City Limits to Y Road	10	0	10	0	0	0	10	0	0
R12	Lummi Nation Transportation Projects	2,000	0	2,000	2,000	0	0	0	0	0
R13	Point Roberts Transportation Improvements	150	0	150	150	0	0	0	0	0
R14	Slater Rd/Haxton Way	10	0	10	10	0	0	0	0	0
R15	East Smith Road, Everson Goshen Road to SR 542	1,605	1,000	605	1,605	0	0	0	0	0
R16	East Smith Road & Hannegan Road	3,965	1,000	2,965	500	3,400	65	0	0	0
R17	Birch Bay Drive, Jackson Road to Shintaffer Road	1,200	0	1,200	0	5	1,195	0	0	0
R18	Turkington Road/Jones Creek	1,097	0	1,097	117	55	925	0	0	0
R19	Birch Bay Lynden Rd. & Blaine Rd.	4,250	800	3,450	100	350	400	3,400	0	0
R20	Lincoln Road - II, Harborview Road to SR 548 (Blaine Road)	5	0	5	0	0	0	0	5	0
R21	Marine Drive II, Alderwood Avenue to Bridge No. 172	5	0	5	0	0	0	0	0	5
R22	Hemmi Road Flood Mitigation	150	0	150	150	0	0	0	0	0
R23	Innis Creek Road	15	0	15	5	10	0	0	0	0
R24	Larabee Road Flood Mitigation	5	0	5	0	0	0	0	0	5
R25	Lakeway Drive Corridor Improvements	5	0	5	0	0	5	0	0	0
R26	Ferndale Road/Levee Improvements	300	0	300	150	150	0	0	0	0
R27	Abbott Road/Levee Improvements	1,170	0	1,170	620	200	350	0	0	0
R28	Northwest Drive, City of Bellingham to Axton Road	1,760	0	1,760	1,760	0	0	0	0	0
R29	E. Smith Rd, Hannegan Rd. to Everson Goshen Rd.	1,500	1,035	465	1,500	0	0	0	0	0
R30	Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd	1,210	165	1,045	25	25	10	0	1,150	0
R31	Slater Road, Pacific Hwy to Northwest Dr.	500	0	500	500	0	0	0	0	0
R32	2020 Small Area Paving	250	0	250	250	0	0	0	0	0

Project No.	Project Name	Total 2020-2025	Total Grant 2020-2025	Total Local 2020-2025	2020	2021	2022	2023	2024	2025
-------------	--------------	--------------------	--------------------------	--------------------------	------	------	------	------	------	------

Bridge and Fish Passage Capital Construction

B1	Marine Drive/Little Squallicum Bridge No.1	20	0	20	0	0	20	0	0	0
B2	Jackson Road/Terrell Creek/Bridge No. 81	390	0	390	270	120	0	0	0	0
B3	Mosquito Lake Road/Porter Creek/Bridge No. 141	5	0	5	0	0	5	0	0	0
B4	North Lake Samish Road/Bridge No. 107	250	0	250	250	0	0	0	0	0
B5	Goshen Road/Anderson Creek/Bridge No. 248	390	0	390	170	120	100	0	0	0
B6	Slater Road/Nooksack River Bridge No. 512	20	0	20	0	0	0	20	0	0
B7	Martin Road/Anderson Creek/Bridge No. 250	5	0	5	0	0	0	0	5	0
B8	Loomis Trail Rd/Bertrand Cr. Trib Bridge No. 497	5	0	5	0	0	0	5	0	0
B9	Flynn Road/Fishtrap Creek Bridge No. 51	5	0	5	0	0	0	5	0	0
B10	Salakanum Way/Anderson Creek Bridge No. 509	5	0	5	0	0	0	0	0	5
B11	Mosquito Lake Rd/ Hutchinson Creek Tributary	710	0	710	160	550	0	0	0	0
B12	North Fork Road/Kenney Creek	590	440	150	320	270	0	0	0	0
B13	Truck Road/Deal Road	250	0	250	250	0	0	0	0	0

Ferry Capital Construction

F1	Replacement of Whatcom Chief & Terminal	730	0	730	400	330	0	0	0	0
F2	Lummi Island Terminal Preservation Project	825	656	169	825	0	0	0	0	0
F3	Gooseberry Pt. Terminal Preservation Project	50	0	50	50	0	0	0	0	0
F4	Lummi Island Breakwater Replacement	2,075	730	1,345	125	1,950	0	0	0	0
F5	Relocation of Gooseberry Terminal	200	0	200	50	50	50	50	0	0

Yearly Capital Construction

Y1	Various Bridges Rehabilitation/Replacement	1,800	0	1,800	300	300	300	300	300	300
Y2	Right of Way Acquisition	180	0	180	50	50	20	20	20	20
Y3	Unanticipated Site Improvements	1,800	0	1,800	300	300	300	300	300	300
Y4	Unanticipated Stormwater Quality Improvements	345	0	345	100	50	50	50	50	45
Y5	Unanticipated Non-motorized Transportation Improv	600	0	600	100	100	100	100	100	100
Y6	Fish Passage Project	300	0	300	50	50	50	50	50	50
Y7	Swift Creek Transportation Impacts	600	0	600	100	100	100	100	100	100
Y8	Railroad Crossing Improvements	300	0	300	200	20	20	20	20	20
Y9	Beam Guardrail Replacements/Upgrades	600	0	600	100	100	100	100	100	100
Total		47,164	8,145	39,019	20,922	13,795	4,540	4,657	2,200	1,050

Birch Bay Drive and Pedestrian Facility CRP #907001

Construction Funding Year(s): 2019 thru 2022

Project Narrative:

This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed **#R1** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (100% complete), permitting is 100% complete, and construction is planned for 2019 thru 2022. Due to the long duration monitoring periods required by project permits, it is anticipated that the contract may be open through 2025.

Total Estimated Project Cost: \$14,200,000

Expenditures to Date: \$4,300,000

Funding Sources:

Federal	\$3,170,000 (STP and TAP)
State	\$0
Local	\$11,030,000

Environmental Permitting

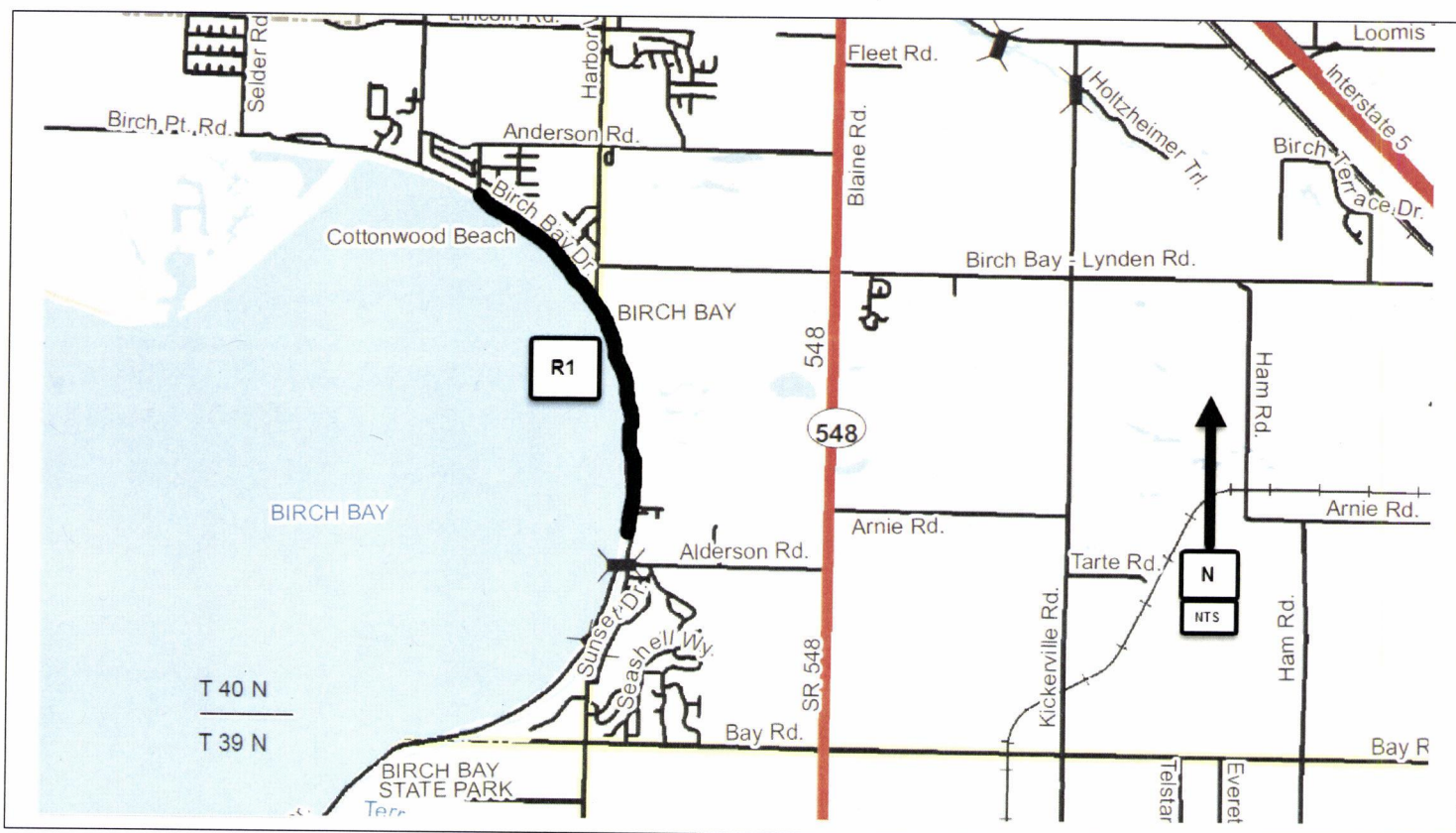
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA

Right-of-Way Acquisition (Actual)

\$1,686,000

County Forces (Estimate)

N/A



Samish Way & Galbraith Lane Pedestrian Crosswalk CRP # 919005

Construction Funding Year(s): 2020

Project Narrative:

Construct a pedestrian-actuated crosswalk for access across Samish Way at Galbraith Lane in response to the City of Bellingham's expansion of the upper Lake Padden parking lot on Samish Way. The existing and projected high use of this parking lot for mountain bike and pedestrian use will result in numerous pedestrians and bikes crossing Samish Way. This project is listed **#R2** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Working to get a traffic consultant under contract services to design pedestrian-actuated crosswalk, with expected design to occur late 2019 and construction planned for spring 2020.

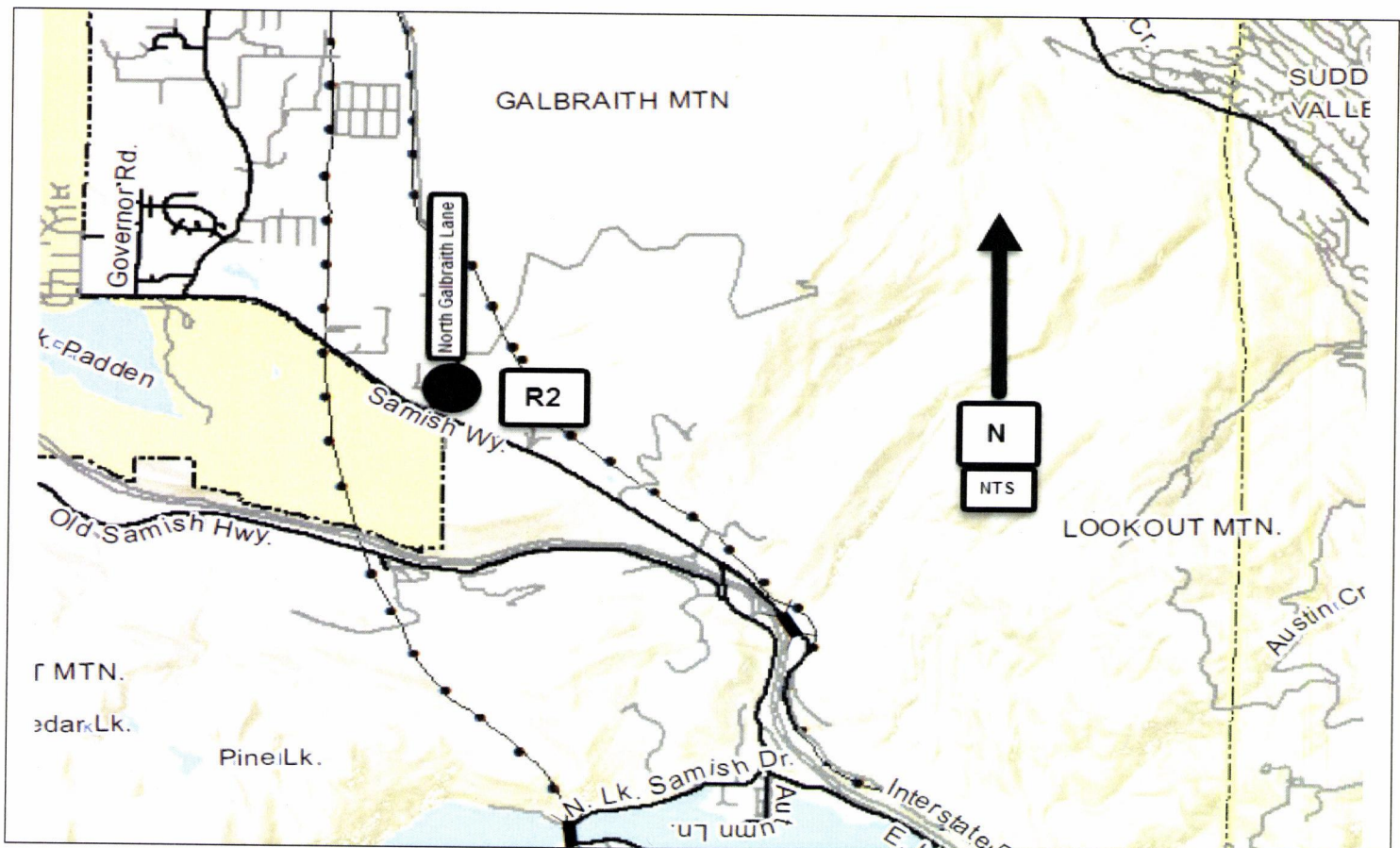
Total Estimated Project Cost: \$ 500,000

Expenditures to Date: - 0 -

Funding Sources:

Federal	\$0
State	\$0
Local	\$500,000

Environmental Permitting	SEPA, Land Disturbance, Critical Areas
Right-of-Way Acquisition (Estimate)	\$10,000
County Forces (Estimate)	TBD



**ADA Barrier Removal
ADA Transition Plan, Multiple Locations
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

Whatcom County will be addressing an update to its Americans with Disabilities Act (ADA) Transition Plan in 2019, concentrating on an assessment of facilities in County road rights-of-way. This project will involve the removal of a number of barriers yearly, in a systematic and prioritized method. This project is listed **#R3** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: ADA Transition Plan update will be completed in 2019, with a number of priority barrier locations highlighted by the study, addressed by design efforts in 2020.

Total Estimated Project Cost: \$

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$0
Local	\$50,000

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)

Due to the nature of this item, no map exists. Location and priority of the ADA Barrier Removals will be determined when the updated Transition Plan is complete.

Lake Whatcom Boulevard, Phase II Water Quality Improvements CRP # 915009

Construction Funding Year(s): TBD

Project Narrative:

This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve drainage improvements and pedestrian improvements to a 1.3 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, addressing stormwater quality issues. This project is listed **R4** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

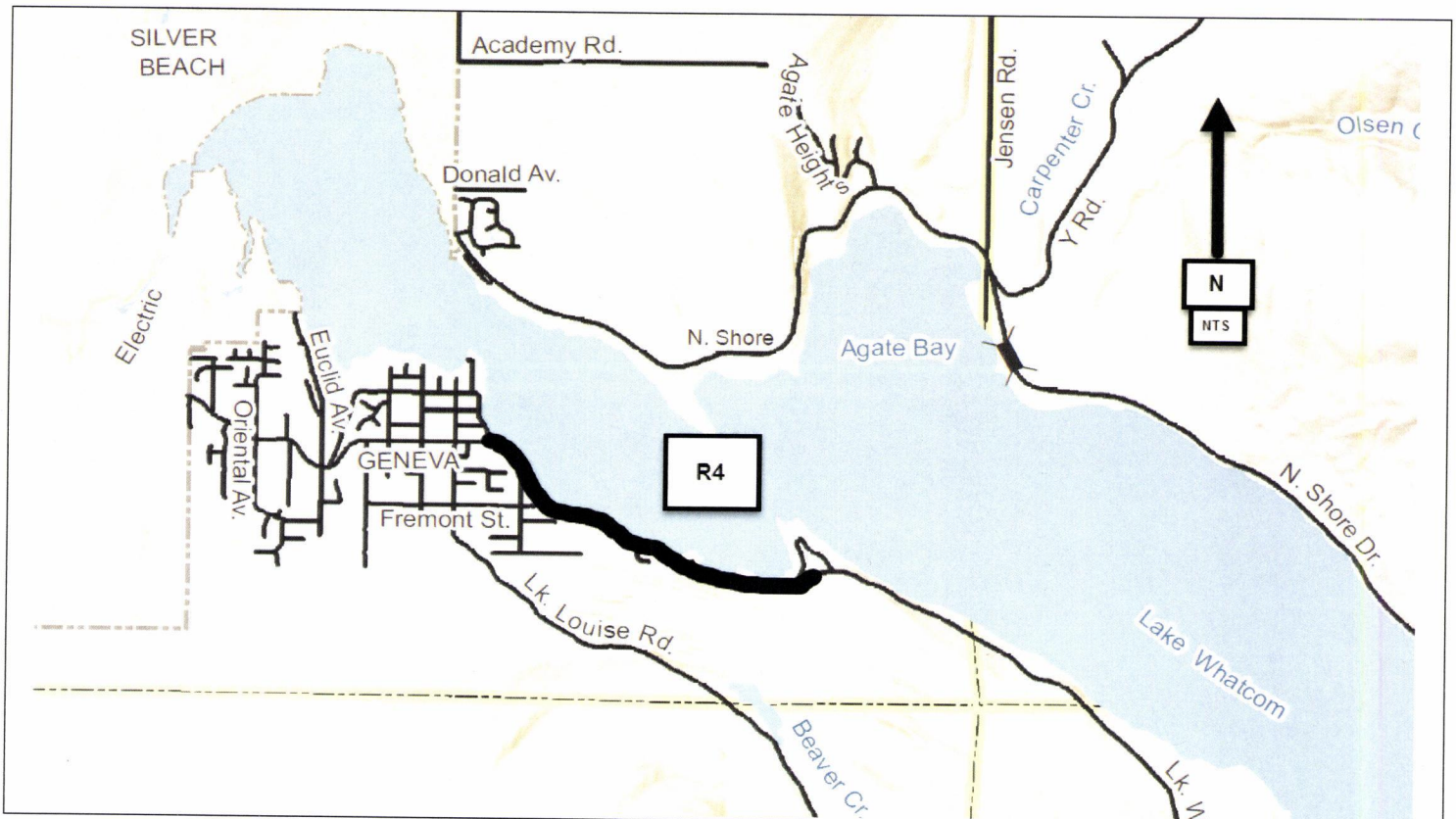
Survey work with associated base map and R/W research began in 2015. Preliminary design will be initiated to evaluate R/W needs, permit requirements and overall project costs. Construction time frame will be contingent on addressing funding needs along with resolution of permitting and R/W issues.

Total Estimated Project Cost: \$ TBD
Expenditures to Date: \$ 50,000

Funding Sources:

Federal	\$0
State	\$0
Local	\$100,000 (Grant funding will be sought)

Environmental Permitting	SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)	\$50,000
County Forces (Estimate)	\$10,000



Horton Road Northwest Drive to Aldrich Road CRP # 916002

Construction Funding Year(s): TBD

Project Narrative:

This new roadway project is located between Northwest Drive and Aldrich Road in Section 2 of T38N, R2E. The work involves a ½ mile of new roadway alignment and intersection with NW Drive, along with all the associated permitting, storm water and R/W issues. This project is listed **#R5** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Design, right-of-way, and permitting to begin in 2017 with Surface Transportation Program (STP) Grant awarded to Whatcom County and transferred to the City of Bellingham. An interlocal agreement is in place for the City of Bellingham to perform design of the project in coordination with their section of Horton Road construction. Construction schedule dependent upon funding agreements with City of Bellingham and other sources.

Total Estimated Project Cost: TBD

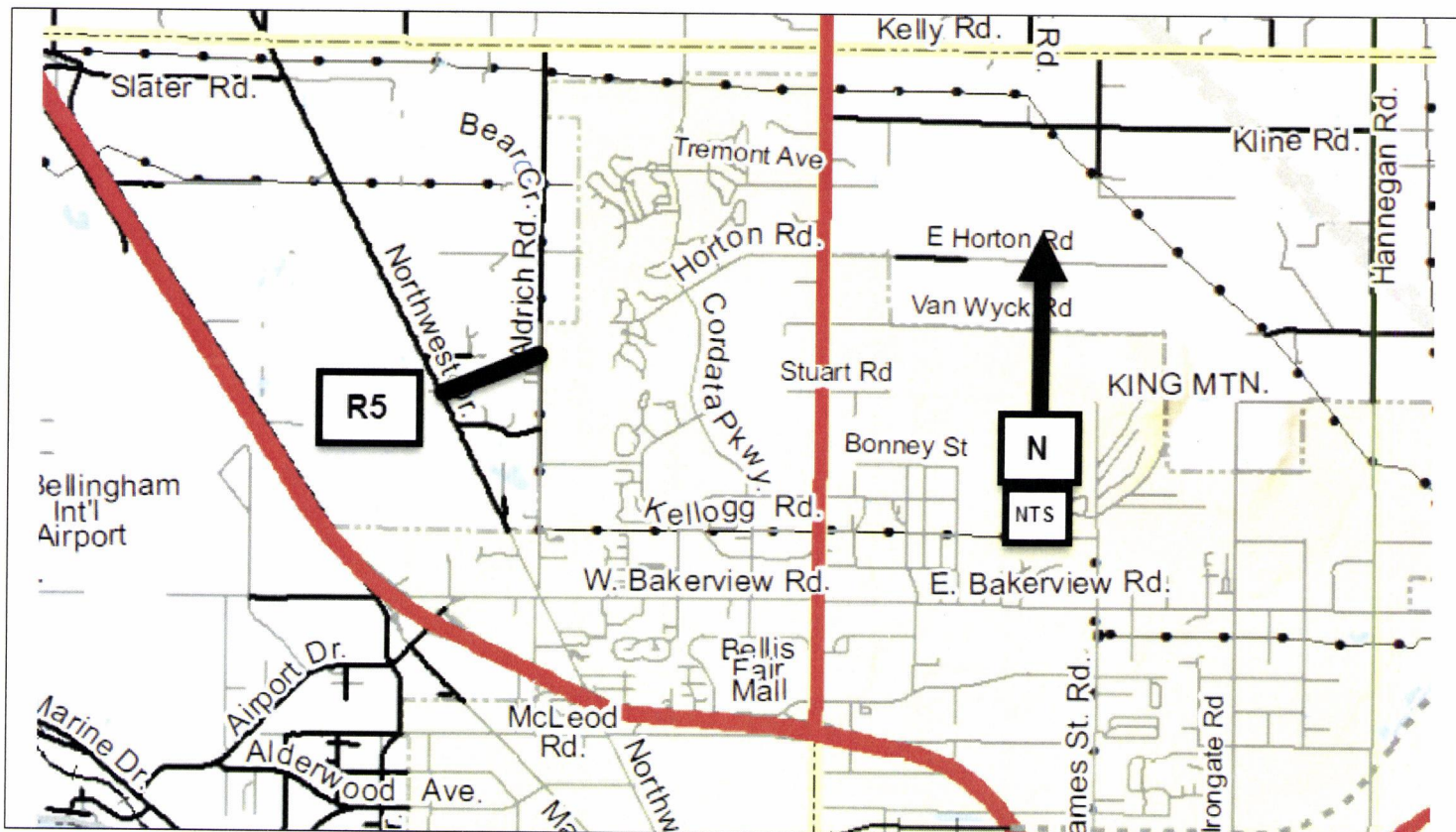
Expenditures to Date: \$5,000

***\$1,000,000 STBG Grant transferred to COB for design of county portion.**

Funding Sources:

Federal	(\$1,000,000)*
State	0
Local	\$157,000

Environmental Permitting	ECS, BA, NEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Slater Road & Northwest Drive CRP # 914001

Construction Funding Year(s): TBD

Project Narrative:

The intersection of Slater and Northwest Roads is in Section 2 of T38N, R2E. The intersection will be reconstructed per recommendations by a professional traffic consultant. Fish passage improvements will also be constructed on Bear Creek which passes underneath Slater Road at this location. This project is listed **#R6** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

\$21,000,000 in state funding available for this project and project #R5, Slater Road/I5 Interchange, in July 2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

Total Estimated Project Cost: \$21,000,000*

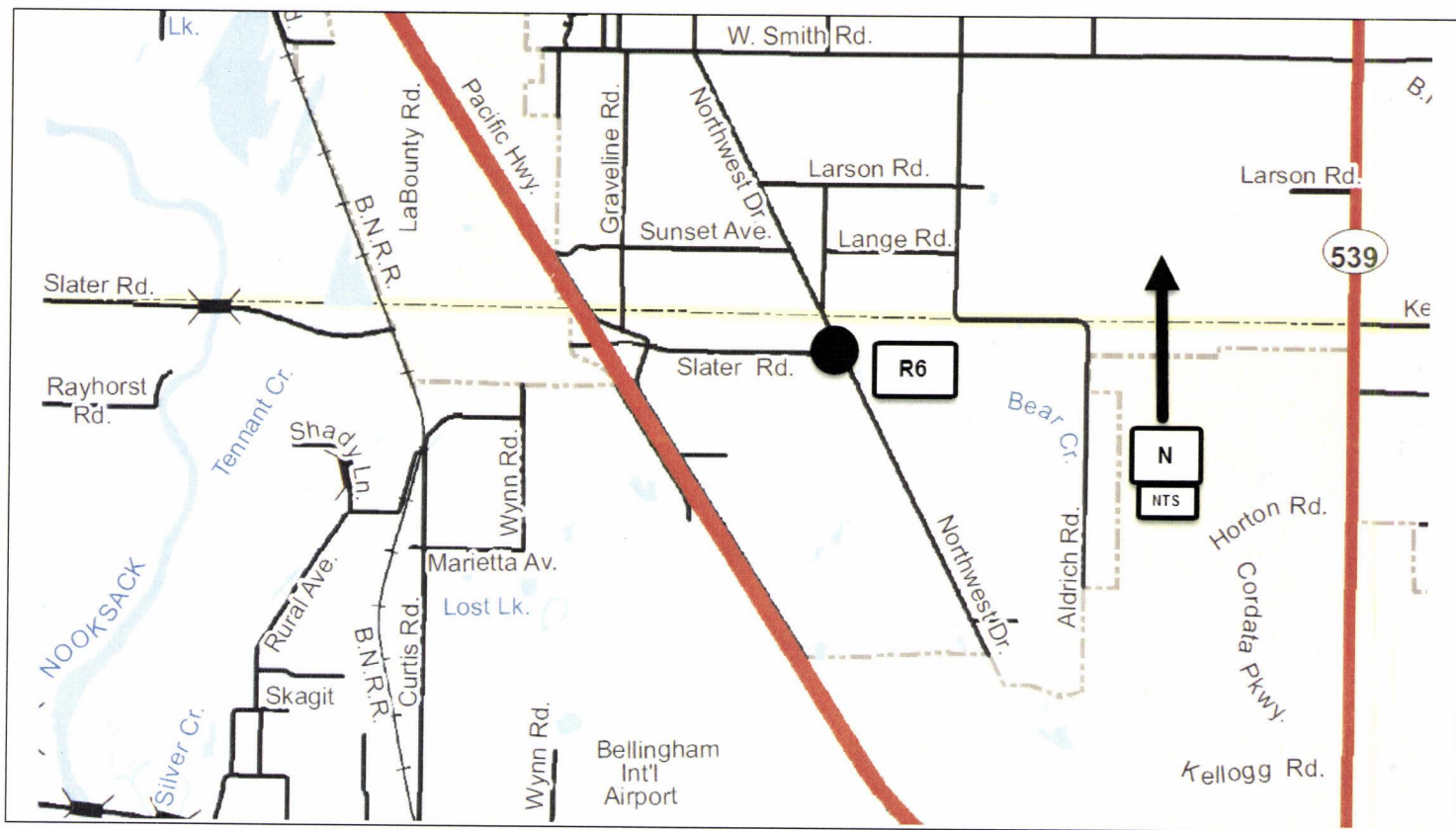
*Includes Project #R7

Expenditures to Date: \$21,000

Funding Sources:

Federal	\$0
State	\$21,000,000*
Local	\$25,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Slater Road I-5 Interchange CRP # 916003

Construction Funding Year(s): TBD

Project Narrative:

This project is located north of Bellingham in Section 3, T38N, R2E. This project will improve the interchange/intersection of Interstate 5 and Slater Road. This includes the intersection of Slater Road with Rural Road and Pacific Highway. This project is listed **#R7** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status: \$21,000,000 available for this project and project #R4, Slater Road /Northwest, in July 2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

Total Estimated Project Cost: \$21,000,000*
*Includes Project #R6
Expenditures to Date: \$ 0

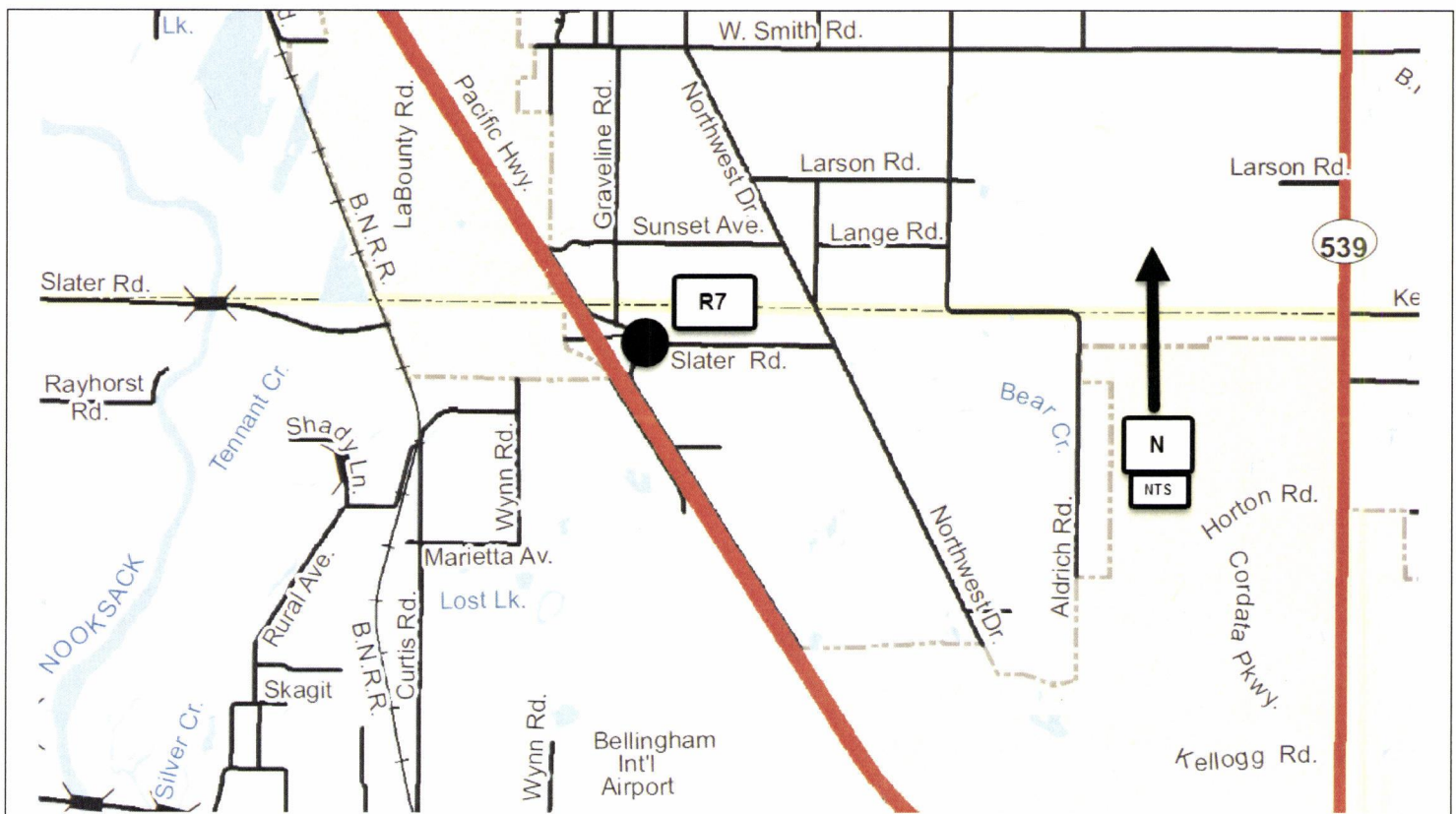
Funding Sources:

Federal	\$0
State	\$21,000,000*
Local	\$25,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Slater Road Northwest Drive to Aldrich CRP # 914012

Construction Funding Year(s): TBD

Project Narrative:

This new roadway project is located in Sections 1 and 2 of T38N, R2E. The work involves the construction of a new roadway between Northwest Drive and Aldrich Drive as well as construction of a round-a-bout at the new intersection of Northwest Drive and Aldrich Road. This project is listed **#R8** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting, right-of-way and construction dependent upon funding agreements with the City of Bellingham and other sources.

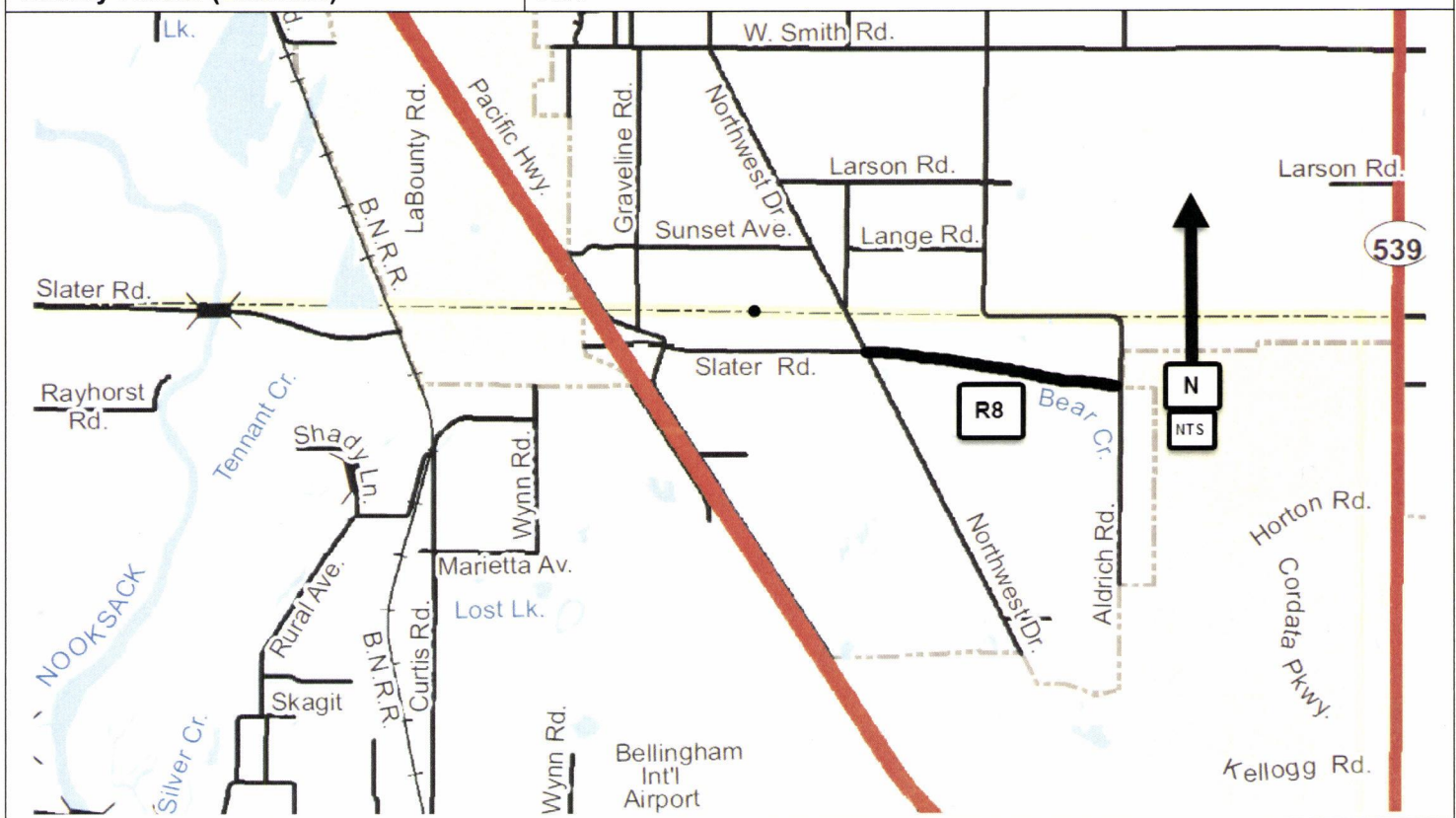
Total Estimated Project Cost: TBD

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$0
Local	\$10,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Smith Road & Northwest Drive Intersection Improvements CRP # 918019

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex building being demolished at a future date. This project is listed **#R9** on the 2020-2025 Six-Year Transportation Improvement Program.

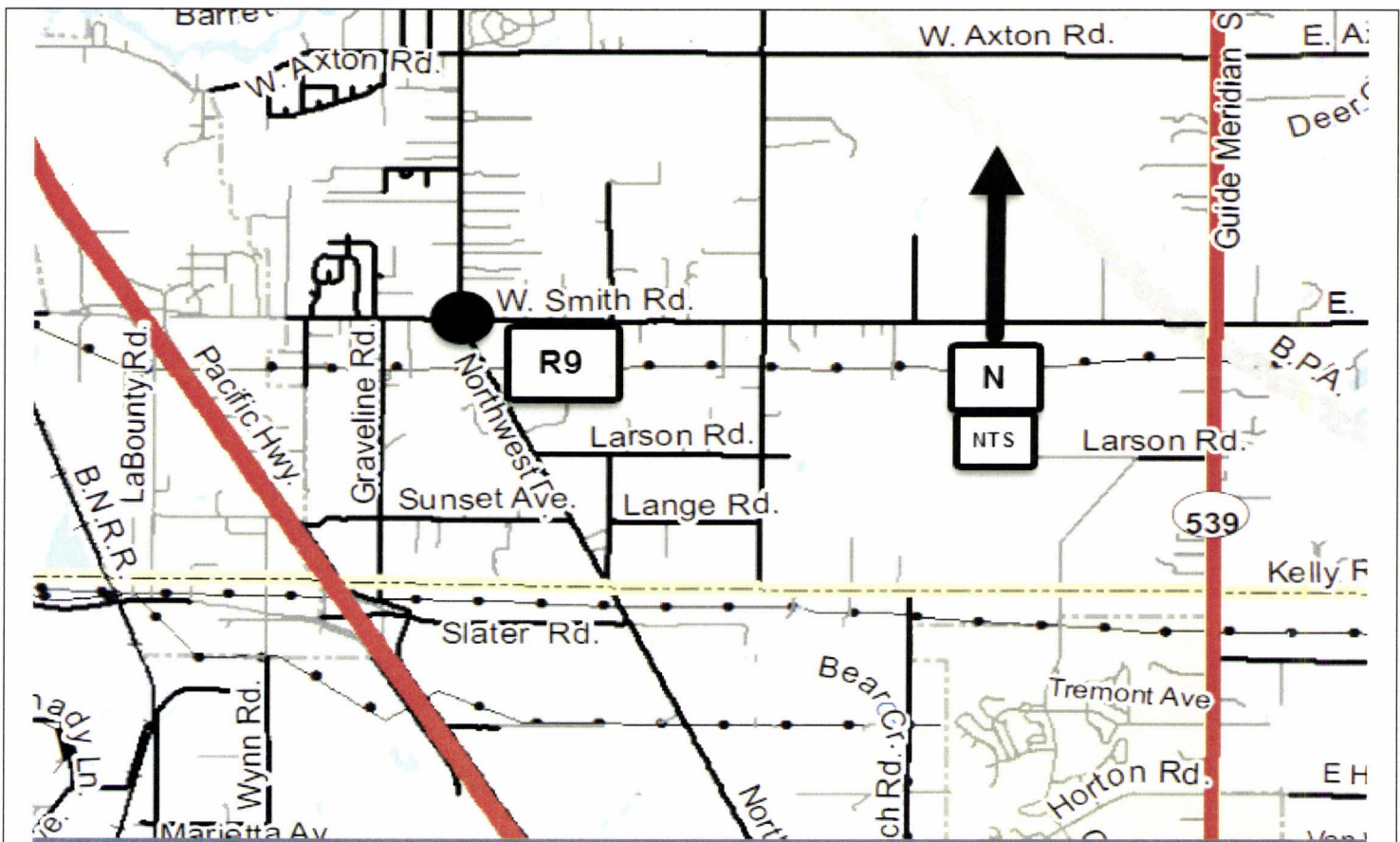
Project Status: The project is currently being scoped and surveyed. Public Works is working with Whatcom Council of Governments (WCOG) to submit this project for Regional Transportation Funding with a request for \$5 million.

Total Estimated Project Cost: TBD
Expenditures to Date: \$ 25,000

Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$25,000 (Grant funds sought thru WCOG)

Environmental Permitting	SEPA, Critical Areas, DOE
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Marine Drive Locust Avenue to Alderwood Avenue Reconstruction and Bike/Ped Facilities CRP # 917001

Construction Funding Year(s): 2021

Project Narrative:

This Marine Drive project is located between Locust Ave. and Alderwood Avenue in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian and stormwater quality enhancements. This project is listed **#R10** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Survey completed and design initiated in 2019.

Total Estimated Project Cost: \$3,210,000

Expenditures to Date: \$56,000

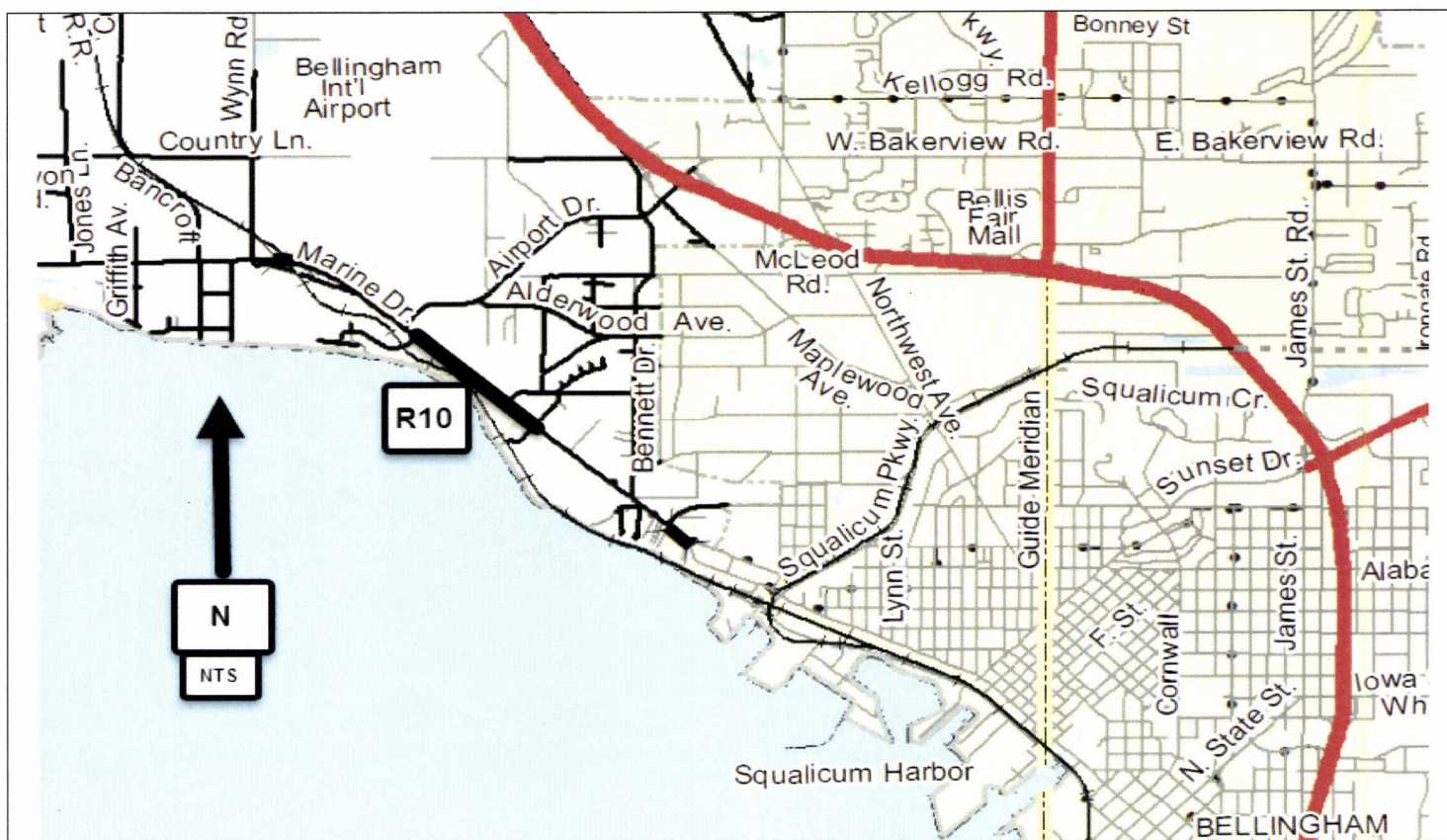
Funding Sources:

Federal	\$1,509,000 (STBG) Available in 2021
State	\$0
Local	\$1,701,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
---------------------------------	--

Right-of-Way Acquisition (Estimate)	TBD
--	-----

County Forces (Estimate)	N/A
---------------------------------	-----



North Shore Road Bellingham City Limits to Y Road CRP # 902007

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Sections 25 and 26, T38N, R3E. The work will involve improvements to a 2.87 mile section of the North Shore Road from the Bellingham City Limits to 'Y' Road, including: various improvements to address horizontal and vertical alignment deficiencies; spot safety upgrades, and stormwater quality treatment. This project is listed **#R11** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and construction time frames will be contingent on resolution of funding needs, along with permitting and R/W issues associated with the final selected sites.

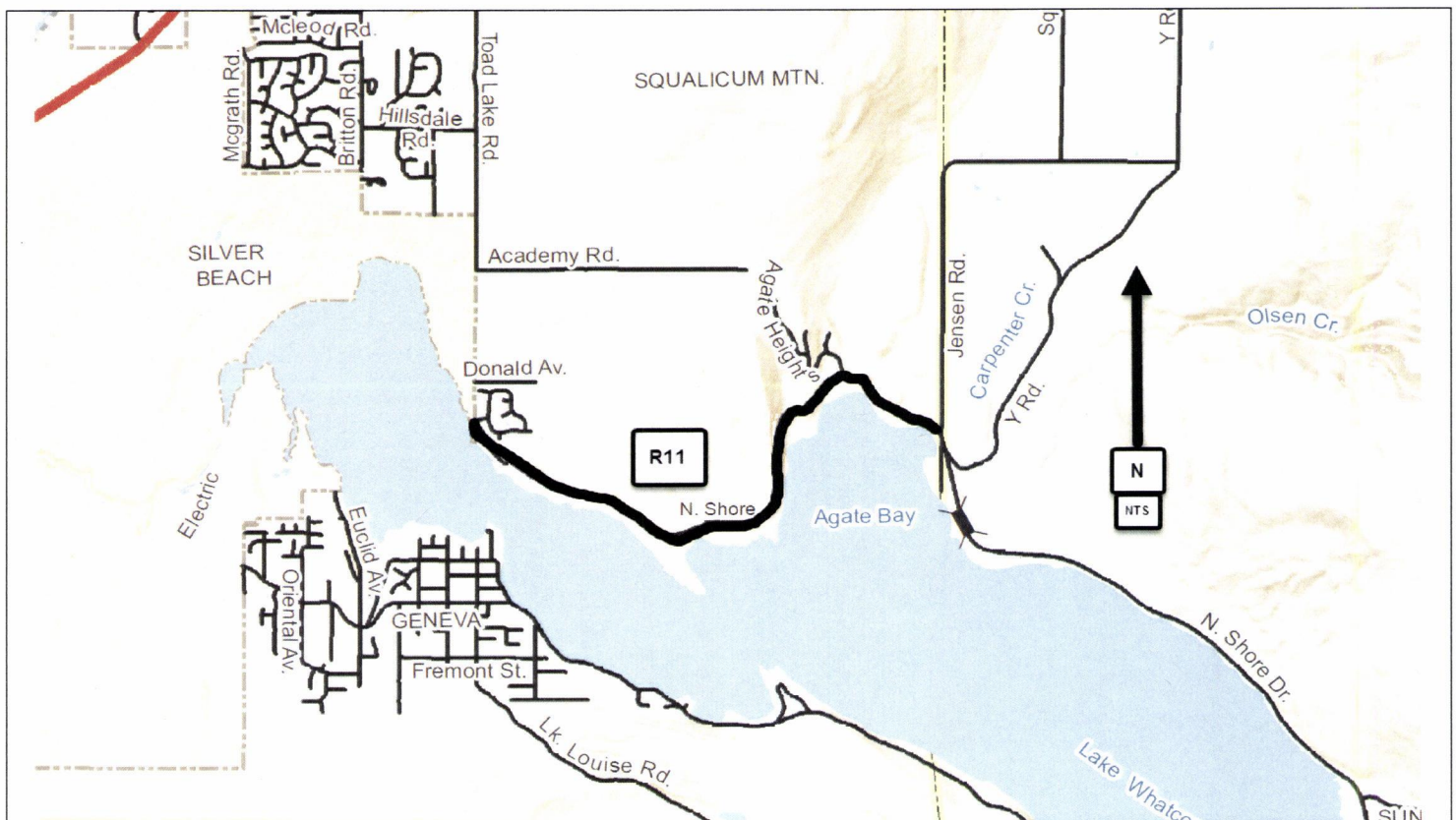
Total Estimated Project Cost: TBD

Expenditures to Date: \$ 0

Funding Sources:

Federal	\$0
State	\$0
Local	\$10,000 (Grant funding will be sought)

Environmental Permitting	SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Point Roberts Transportation Improvements CRP # 910002

Construction Funding Year(s): 2020

Project Narrative:

Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed **#R13** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

Total Estimated Project Cost: \$150,000

Expenditures to Date: \$0

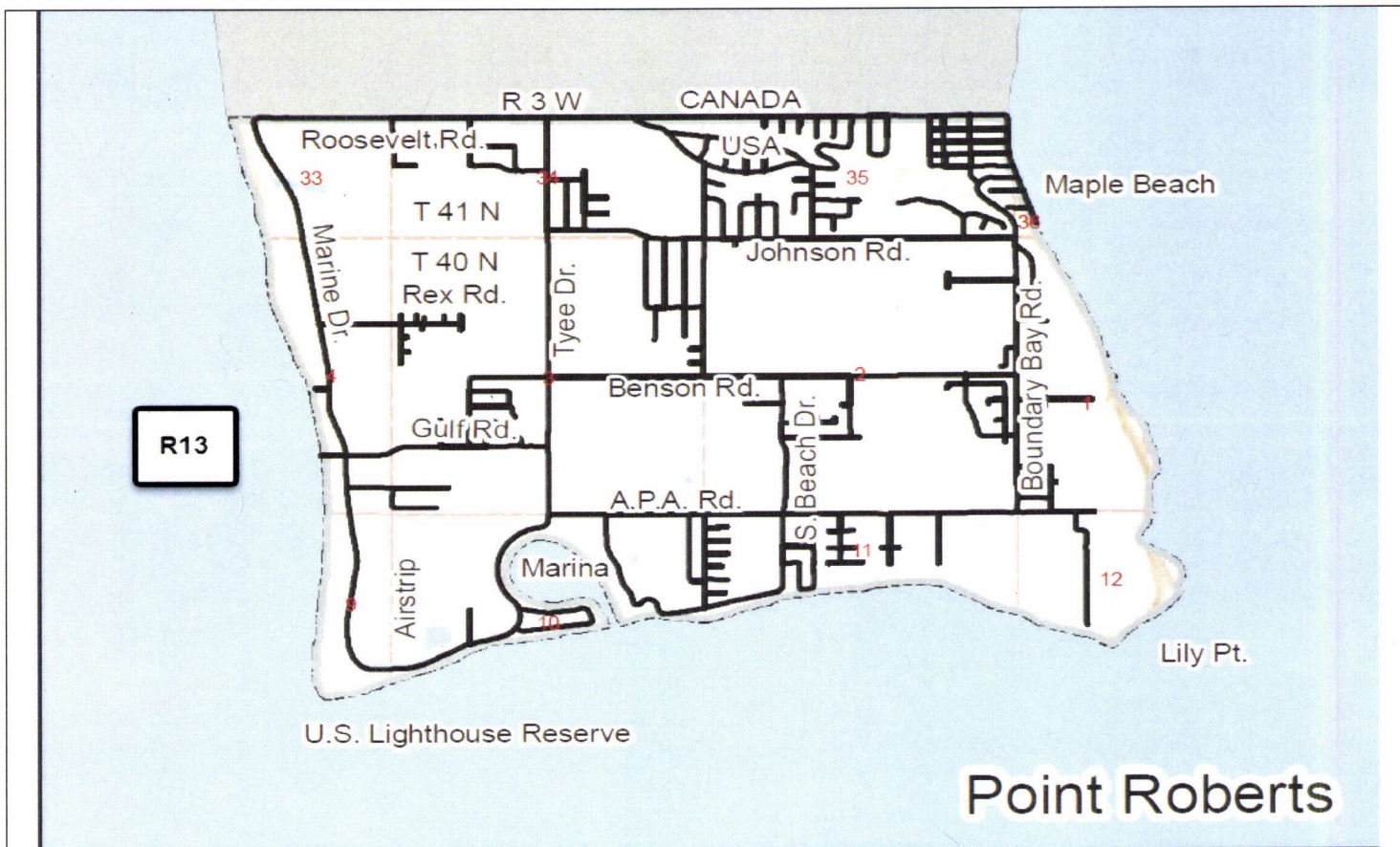
Funding Sources:

Federal	\$0
State	\$0
Local	\$150,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Lummi Nation Transportation Projects CRP #912017

Construction Funding Year(s): 2020

Project Narrative:

The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed **#R12** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

Total Estimated Project Cost: \$4,000,000

Expenditures to Date: \$2,000,000

Funding Sources:

Federal	\$0
State	\$0
Local	\$2,000,000

Environmental Permitting N/A

Right-of-Way Acquisition (Estimate) N/A

County Forces (Estimate) N/A

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2020.

Slater Road & Haxton Way CRP # 917002

Construction Funding Year(s): **TBD**

Project Narrative: This project is located on Slater Road in Section 36, T39N, R1E. The project is to improve the intersection, through location of a dedicated left hand turn signal, pavement, drainage, signing, and striping improvements. This project is listed **#R14** on the 2020-2025 Six Year Transportation Improvement Program.

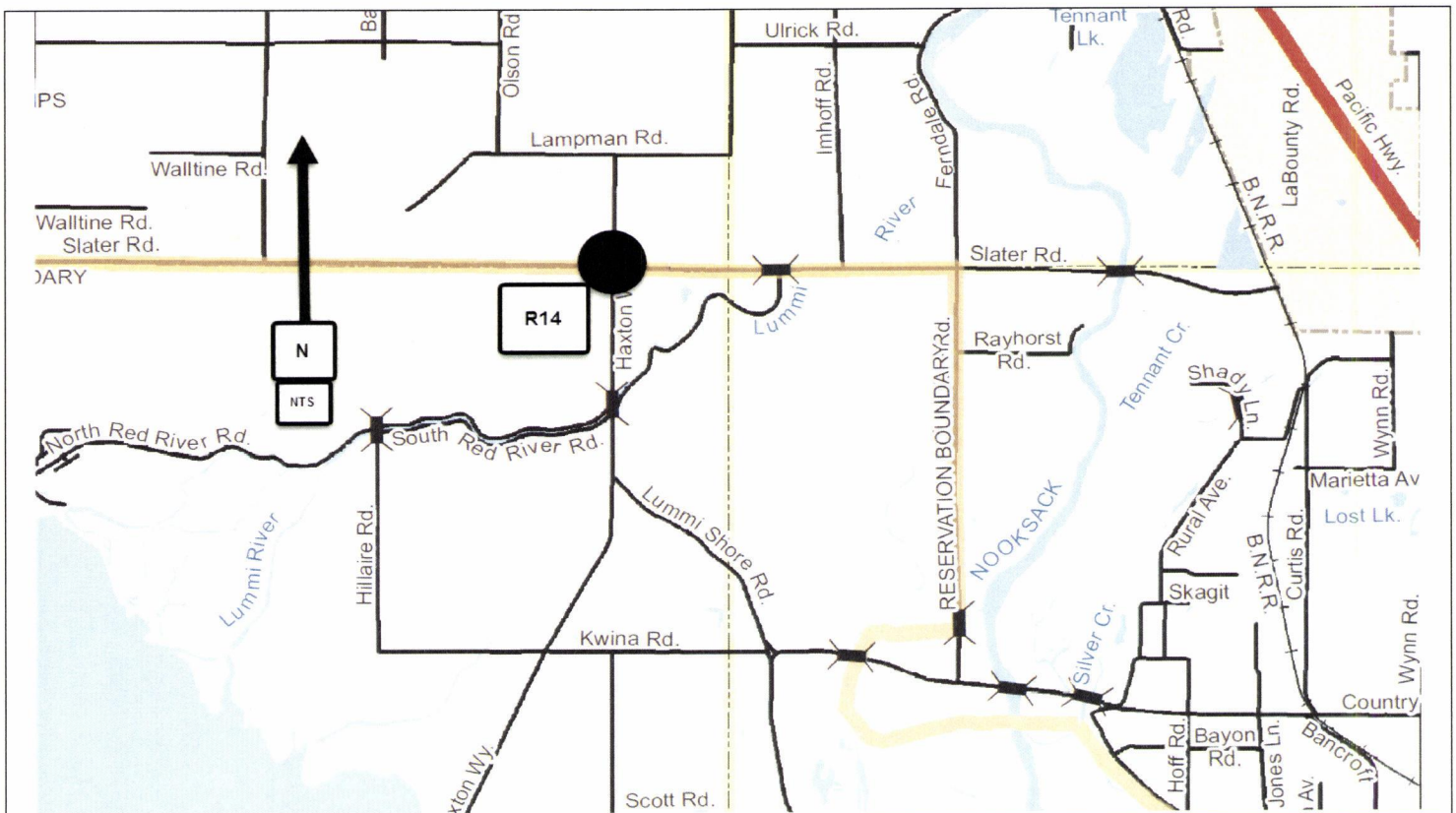
Project Status: The County has completed the design of a protected left hand turn lane for both legs of Slater Road. Working with the Lummi Nation on coordination of the project, as the ultimate plan is to address a portion of Haxton Way pavement and channelization with the signal upgrades. Additional preliminary engineering for pavement design is anticipated for 2020.

Total Estimated Project Cost: \$ TBD
Expenditures to Date: \$ 43,000

Funding Sources:

Federal	
State	
Local	\$10,000

Environmental Permitting	HPA, SEPA, Sec 404, NEPA
Right-of-Way Acquisition (Estimate)	\$ TBD
County Forces (Estimate)	TBD



East Smith Road Everson-Goshen Road to SR 542 CRP # 916006

Construction Funding Year(s): 2020

Project Narrative:

This East Smith Road project is located between Everson-Goshen Road and State Route 542 in Section 25 of T39N, R3E and Sections 28, 29, 30 T39N, R4E. The work will involve the pavement rehabilitation of approximately 3.25 miles of roadway and one fish passage culvert upgrade. This project is listed **#R15** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting and temporary easements to be completed in late 2019 / early 2020. Construction is anticipated for 2021.

Total Estimated Project Cost: \$1,460,000

Expenditures to Date: \$14,500

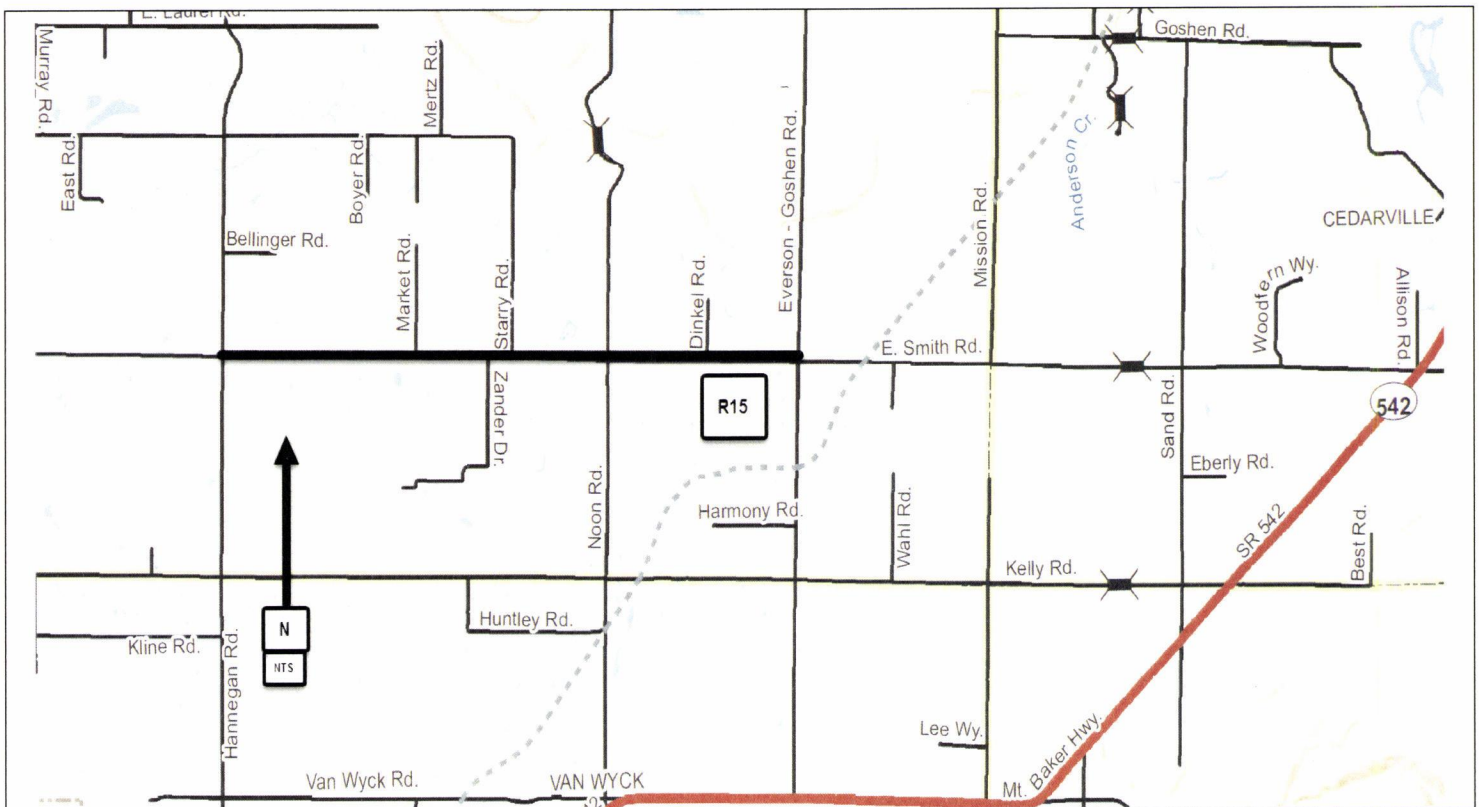
Funding Sources:

Federal	
State	\$1,000,000 (RATA)
Local	\$605,000

Environmental Permitting SEPA, ESA, HPA, Clrg/CAO

Right-of-Way Acquisition (Estimate) 5,000

County Forces (Estimate) N/A



East Smith Road & Hannegan Road Intersection Improvements CRP # 914002

Construction Funding Year(s): 2021

Project Narrative:

The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The project work entails the construction of a two-lane Roundabout at the intersection. This project is listed **#R16** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

The 'Alternatives Analysis' completed by a traffic consultant in 2018 determined a two-lane Roundabout as the best design solution. Design proceeding, and expected to be completed in late 2019 / early 2020, with Construction planned for 2021.

Total Estimated Project Cost: \$3,965,000

Expenditures to Date: \$80,000

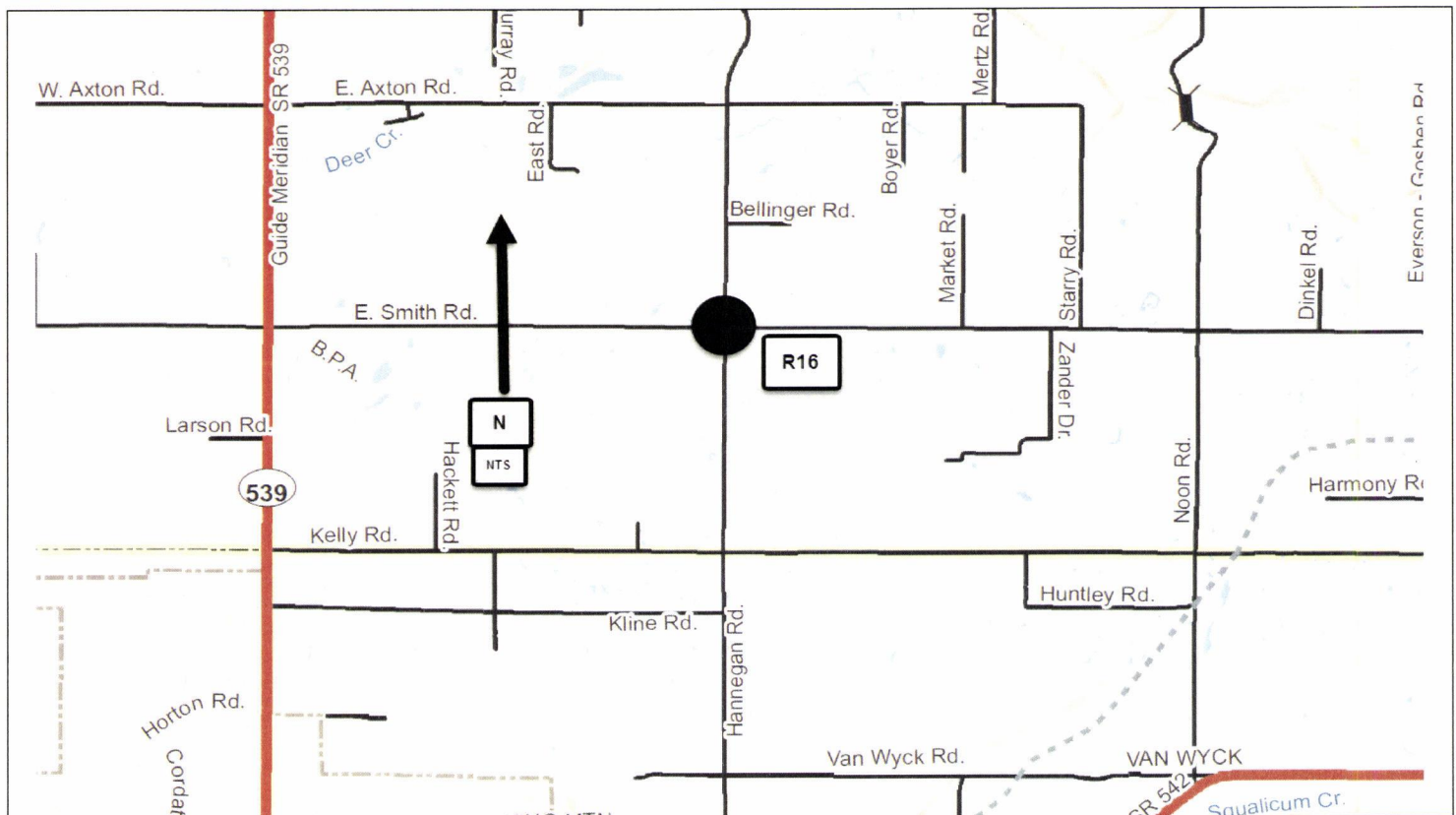
Funding Sources:

Federal	\$1,000,000 STBG available in 2021
State	\$0
Local	\$2,965,000

Environmental Permitting	NEPA, ESA, Corp of Engr, Cllrg/CAO, DOE
---------------------------------	---

Right-of-Way Acquisition (Estimate)	\$350,000
--	-----------

County Forces (Estimate)	N/A
---------------------------------	-----



Birch Bay Drive – Jackson Rd. to Shintaffer Rd. CRP #Not Assigned

Construction Funding Year(s): 2022

Project Narrative:

This project is located in Sections 24, 30, and 31 of T40N, R1E. The work involves pavement rehabilitation of approximately 2.5 miles of roadway through a grind/repave operation. This project is listed #R17 on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Project design and construction will closely follow the Birch Bay Drive & Pedestrian Facility project to rehabilitate Birch Bay Drive after the soft shore berm construction activities. Additional funding sources will be pursued as they become available.

Total Estimated Project Cost: \$1,200,000

Expenditures to Date: \$ 0

Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$1,200,000

Environmental Permitting

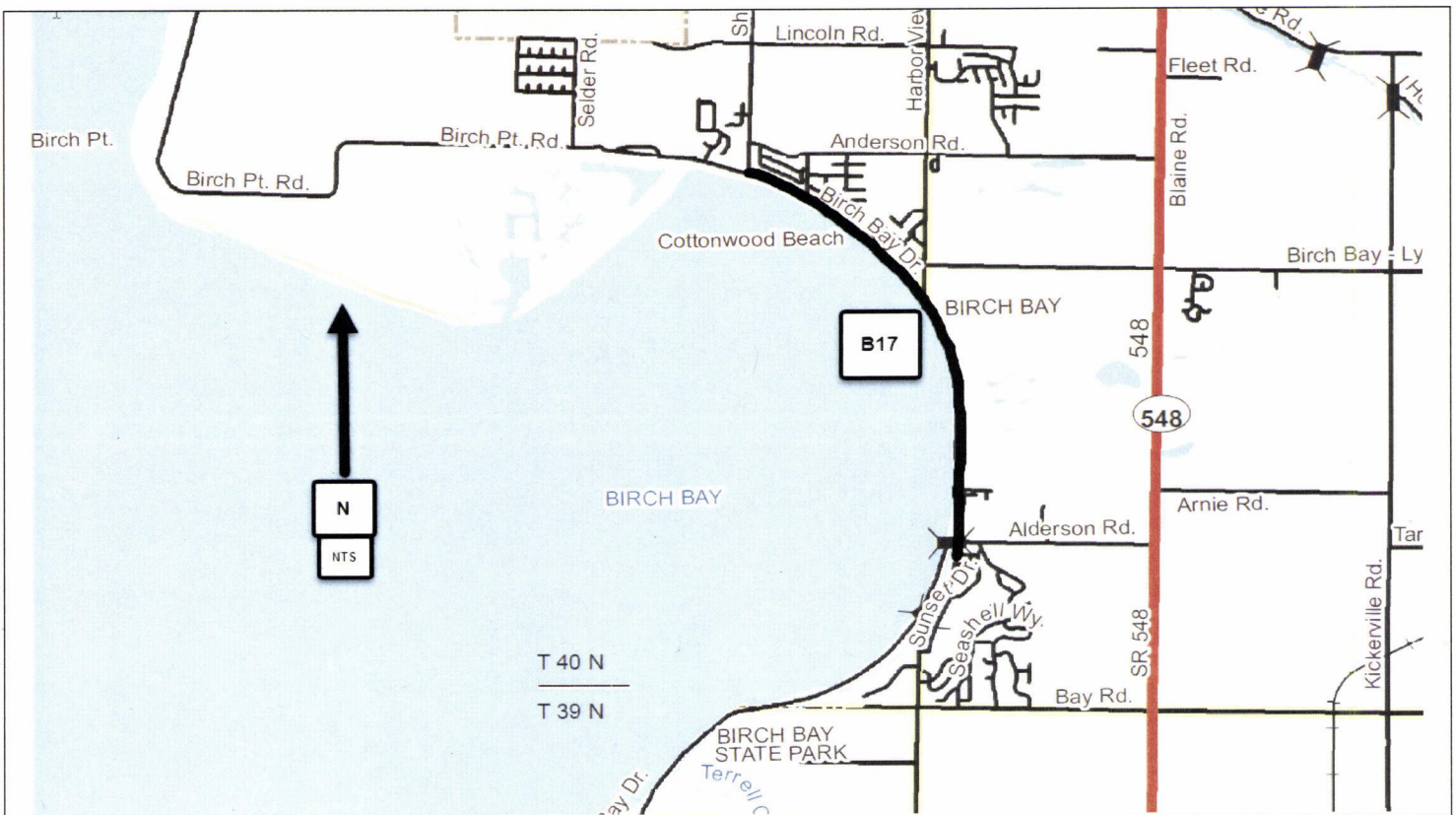
SEPA, CLR/CAO, Shorelines

Right-of-Way Acquisition (Estimate)

\$0

County Forces (Estimate)

TBD



Turkington Road/Jones Creek CRP # 915013

Construction Funding Year(s): 2022

Project Narrative:

This project is located in Sections 6 & 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed **#R18** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Alternate analysis work is underway by the River & Flood Division.

Total Estimated Project Cost: \$ 1,097,000

Expenditures to Date: \$0

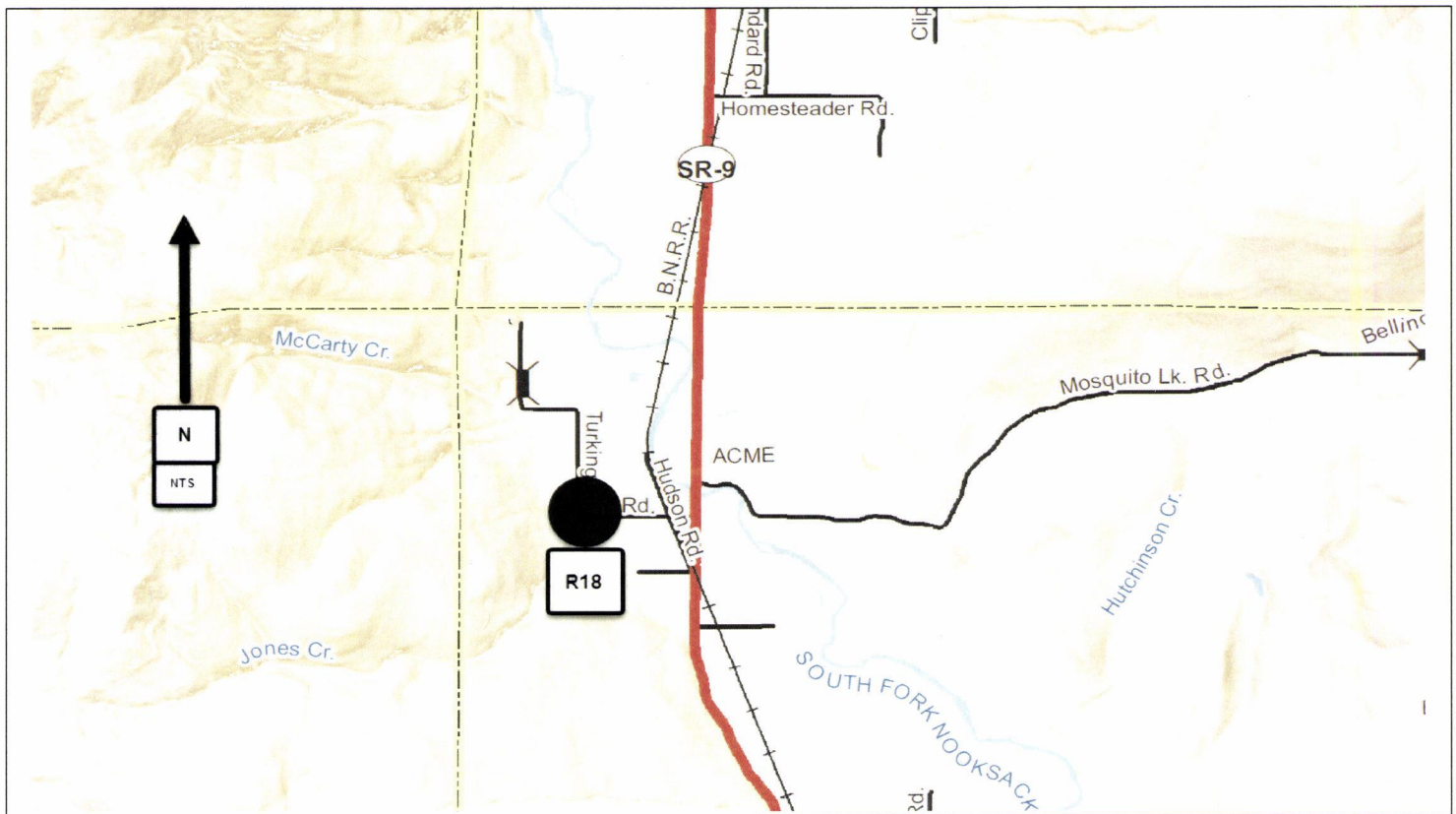
Funding Sources:

Federal	\$0
State	\$0
Local	\$1,097,000 (2020-2022)

Environmental Permitting	BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
---------------------------------	---

Right-of-Way Acquisition (Estimate)	\$50,000
--	----------

County Forces (Estimate)	N/A
---------------------------------	-----



Birch Bay Lynden Rd. & Blaine Rd. Intersection Improvements CRP # 906001

Construction Funding Year(s): TBD

Project Narrative:

This project is located 4.6 miles south of Blaine, at the corners common to Sections 19, 20, 29, and 30, T40N, R1E. Intersection improvements being considered are a roundabout or a signal. This is a joint project with the Washington State Department of Transportation; however, it is unlikely that they will participate as a funding source. This project is listed **#R19** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Survey work and R/W Plan started. Consultant contract underway to evaluate & decide on preferred design alternative, and is due by end of 2019. Applied for and received federal STBG funding of \$800K which is available in 2023-2024. Additional grant funds will be looked for through other sources.

Total Estimated Project Cost: \$4,250,000

Expenditures to Date: \$0

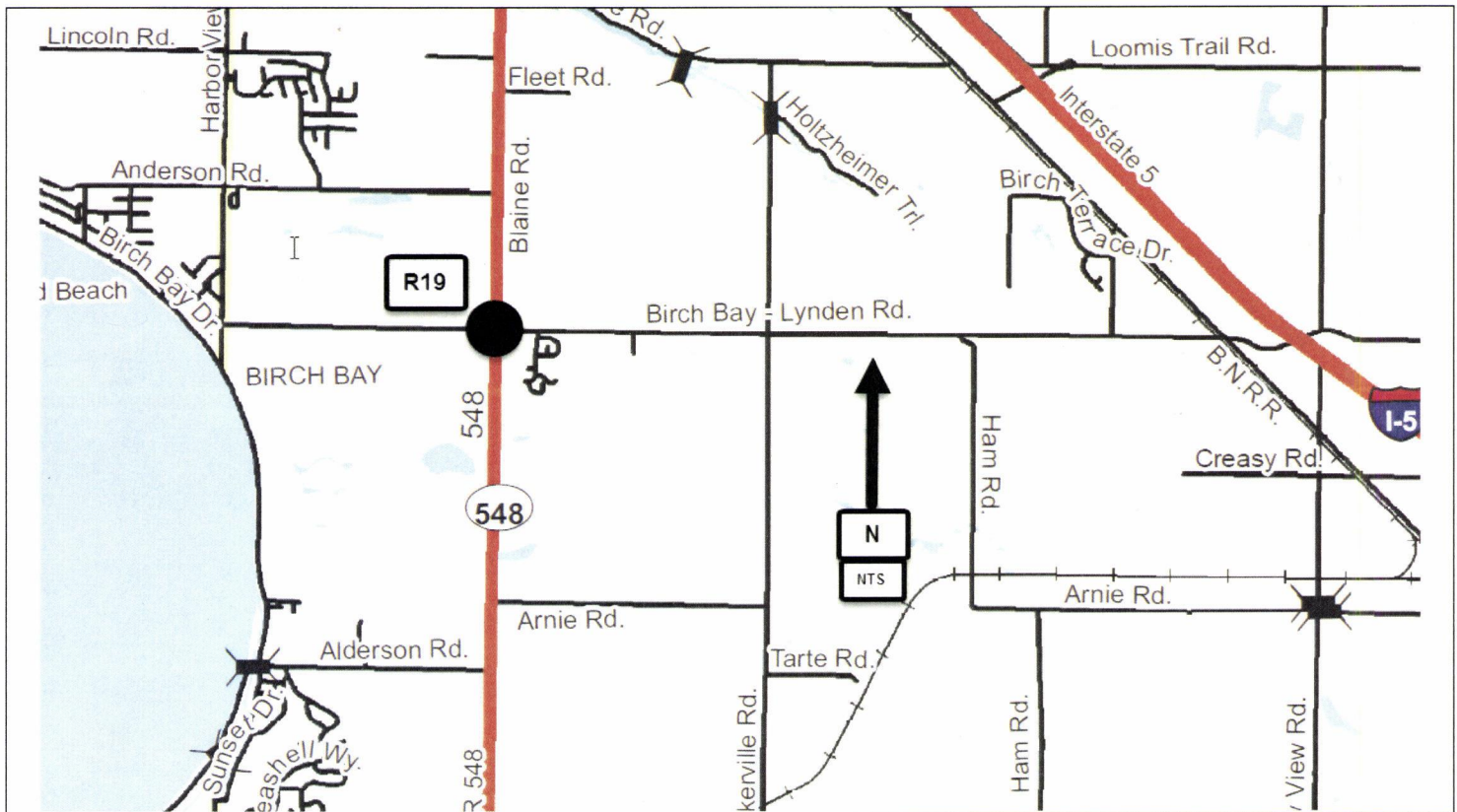
Funding Sources:

Federal	\$800,000 STBG available in 2023-2024
State	\$0
Local	\$3,450,000 (add'l Grant funds sought)

Environmental Permitting ESA, NEPA, Cllrg/CAO, Corp of Engr, DOE,

Right-of-Way Acquisition (Estimate) \$500,000

County Forces (Estimate)



Lincoln Road II Harborview Road to SR 548(Blaine Road) Reconstruction and New Alignment CRP # 908011

Construction Funding Year(s): TBD

Project Narrative:

This Lincoln Road project, from Harborview Road to SR 548 (Blaine Rd), is located in Sections 18 and 19 of T40N, R1E. The work involves improvements to a 1 mile section that includes road reconstruction, new roadway alignment, safety upgrades, and storm water quality and quantity treatment. This project is listed **#R20** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies, coordination with WSDOT on improvements to Blaine Road, and wetland mitigations issues. Major intersection revisions at Harborview and Blaine Roads will need serious consideration when this project moves forward.

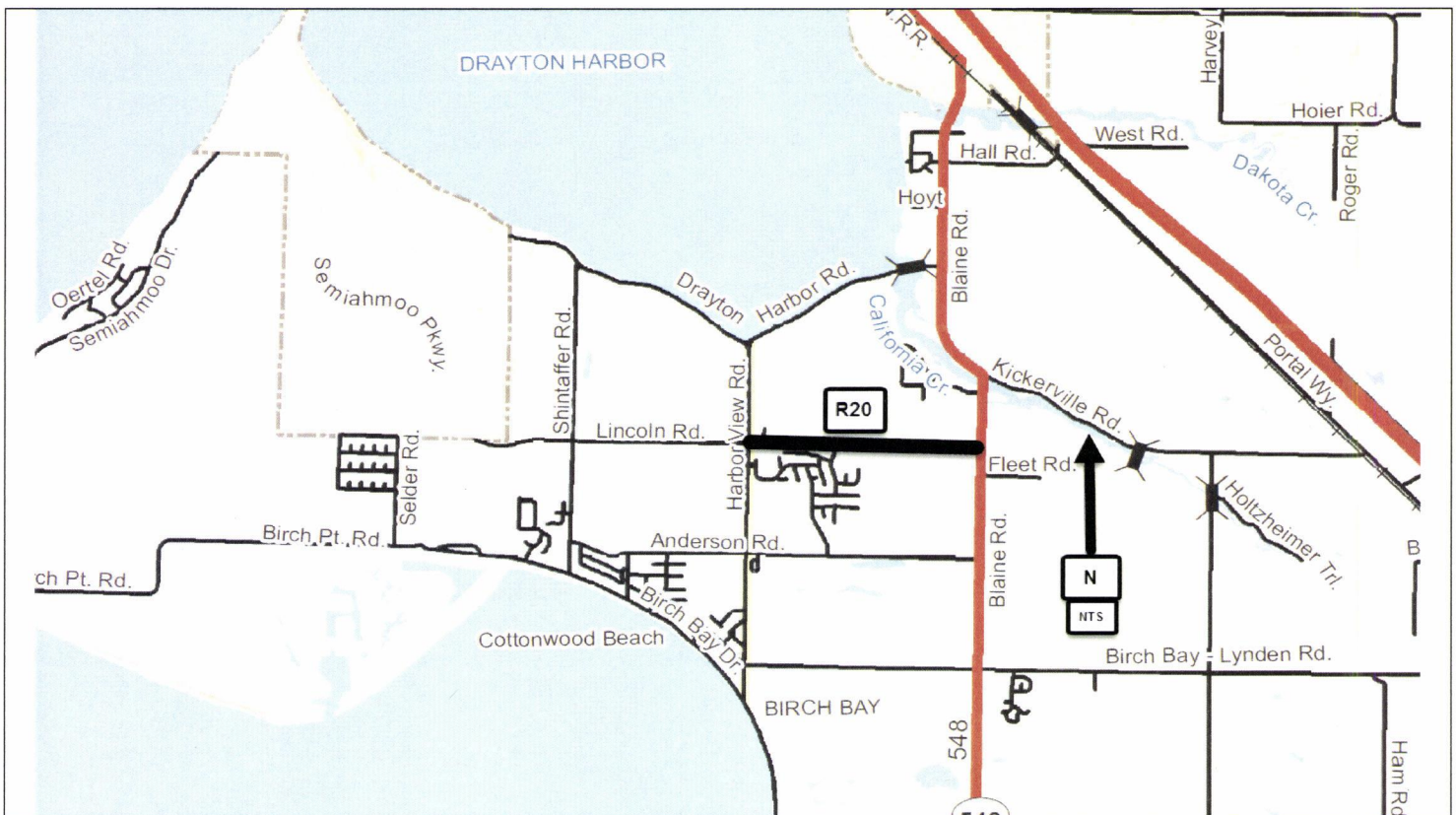
Total Estimated Project Cost: \$ TBD

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Marine Drive II Alderwood Avenue to Bridge No. 172 Reconstruction and Bike/Ped Facilities CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

This Marine Drive project is located between Alderwood Avenue and Bridge No. 172 in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian enhancements. This project is listed **#R21** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies to fund the project.

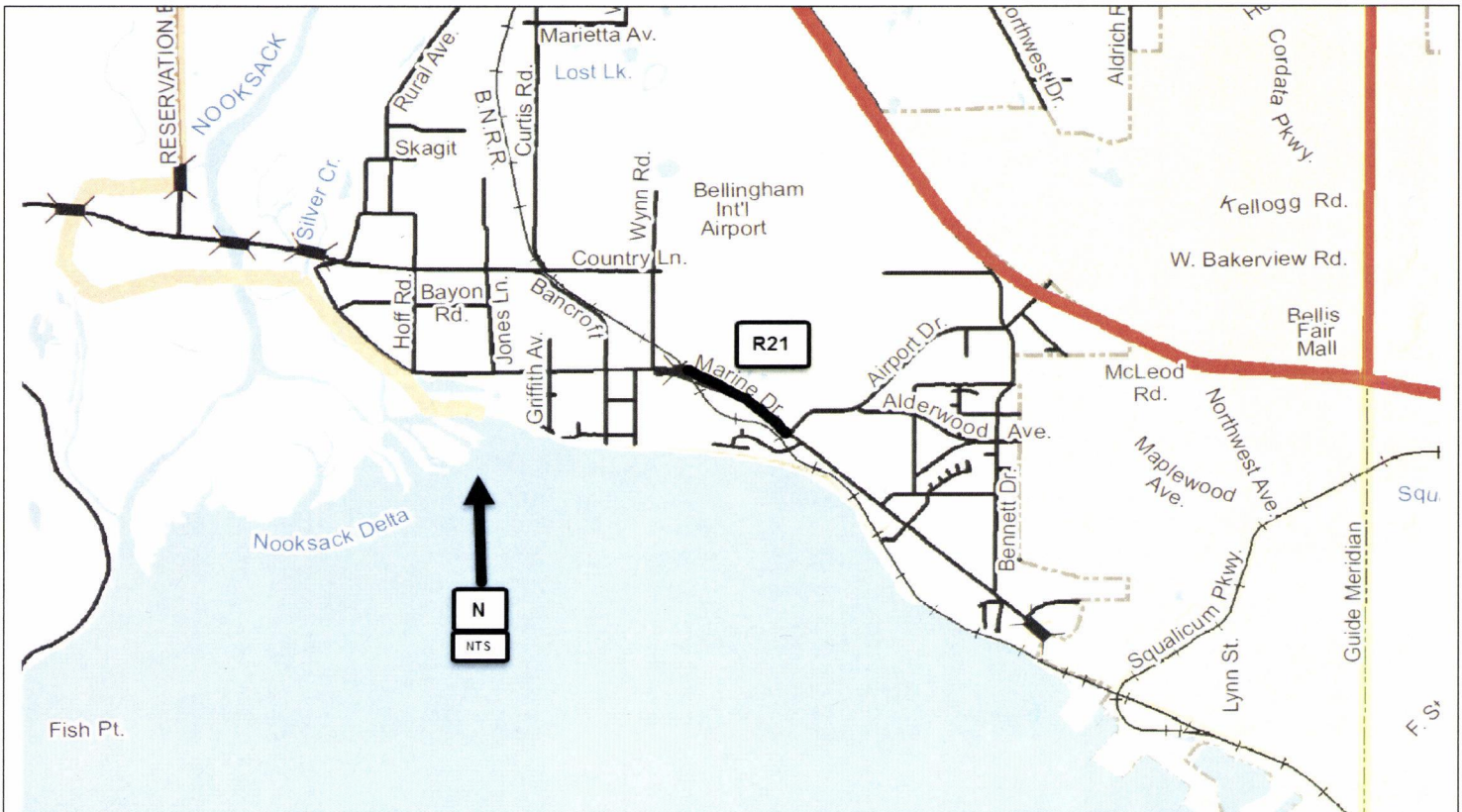
Total Estimated Project Cost: TBD

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Hemmi Road Flood Mitigation CRP # 916007

Construction Funding Year(s): 2021

Project Narrative:

This Hemmi Road Flood Mitigation project is located on Hemmi Road approximately a half mile east of Hannegan Road, located in Section 16 and 21 of T39N, R3E. Hemmi Road is submerged several months of the year at this location. Project work will include raising this portion of the road, installing a larger culvert and associated road work. This project is listed **#R22** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Engineering, permitting and real estate work expected to be completed in 2020 with construction scheduled in 2021.

Total Estimated Project Cost: \$1,350,000

Expenditures to Date: \$200,000

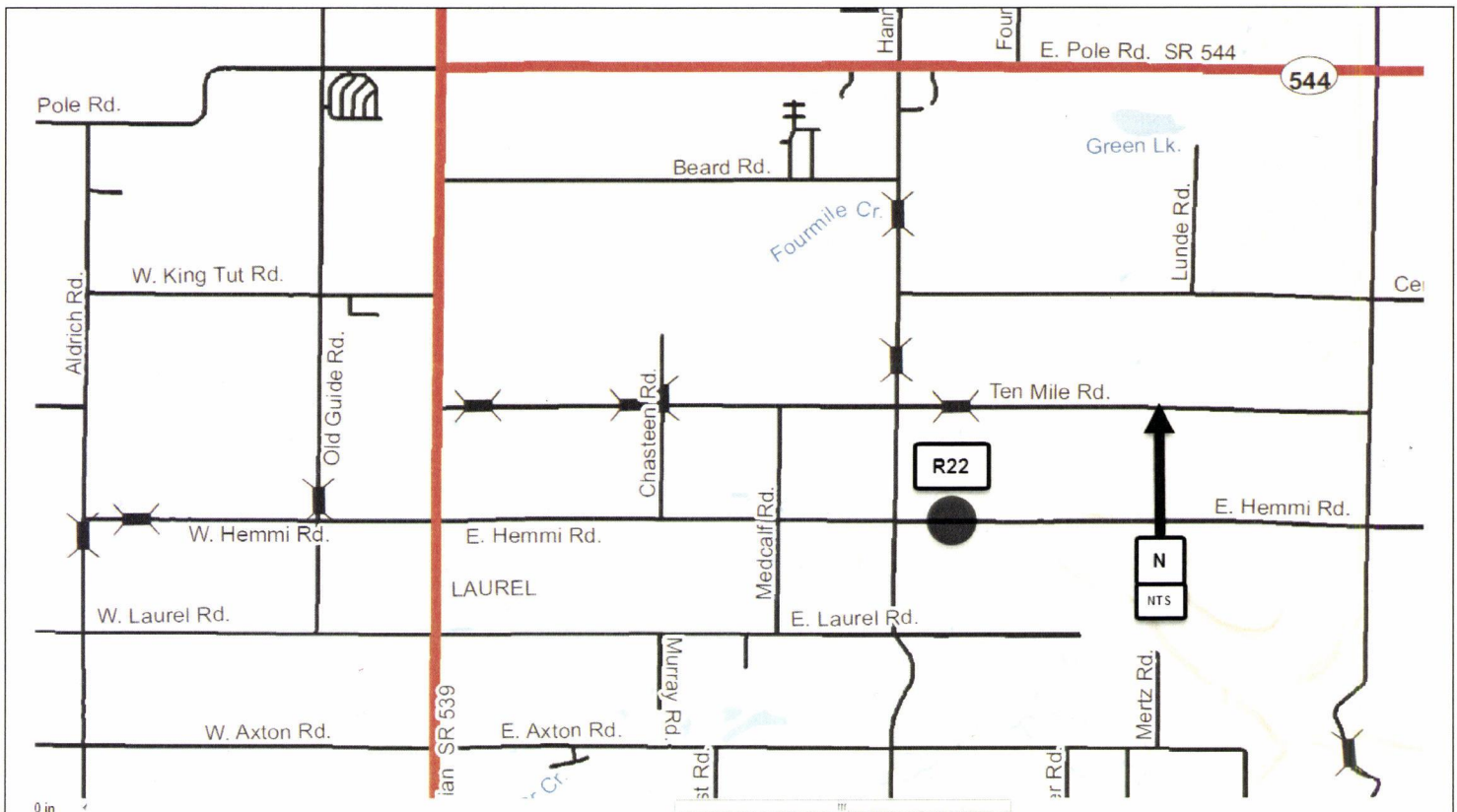
Funding Sources:

Federal	
State	
Local	\$1,350,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Innis Creek Road CRP # 915014

Construction Funding Year(s): TBD

Project Narrative:

This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed **#R23** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

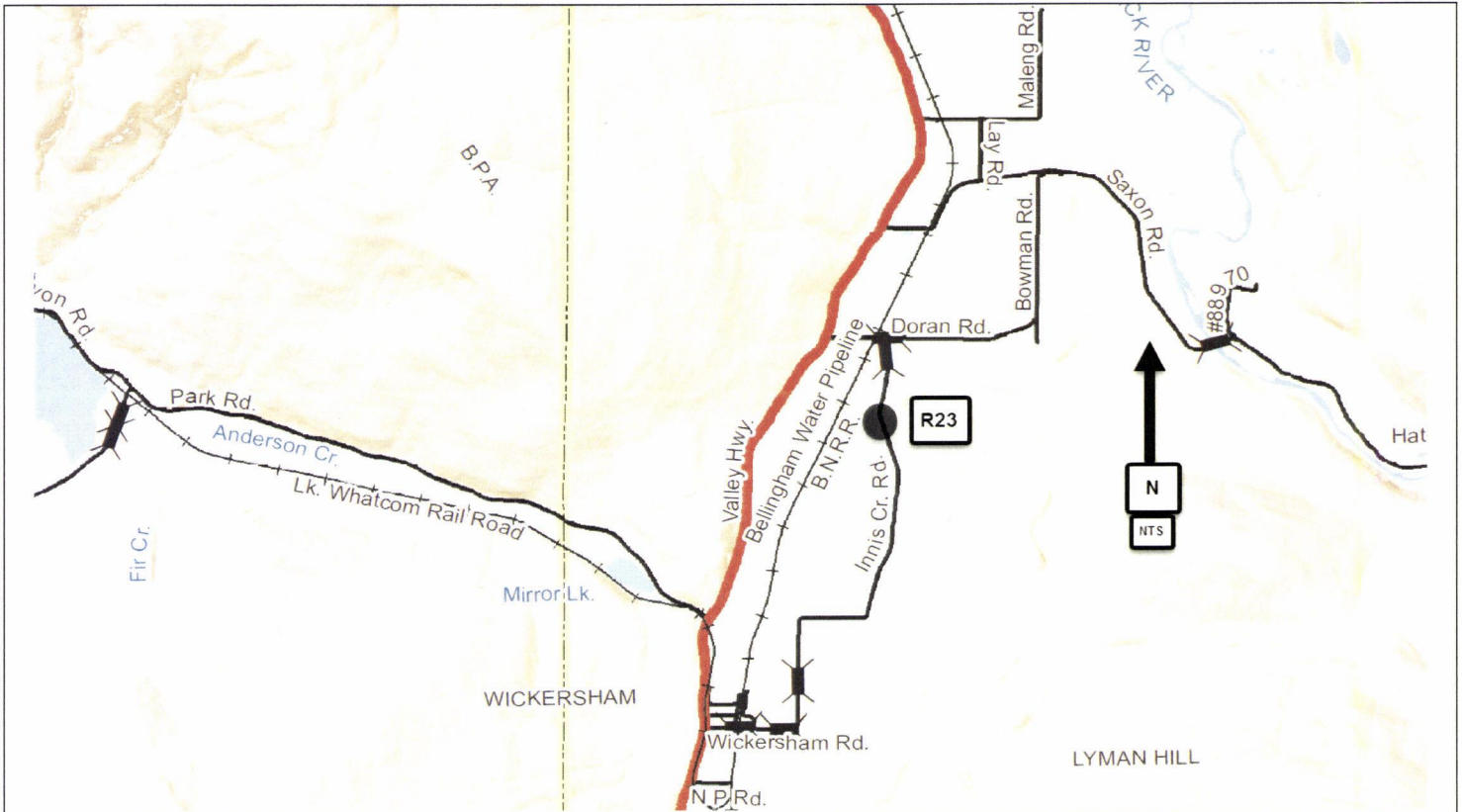
Preliminary design completed in 2019 with alternatives developed; however, environmental mitigation, due to presence of endangered species, has initiated re-evaluation of options.

Total Estimated Project Cost: TBD
Expenditures to Date: \$ 15,000

Funding Sources:

Federal	\$0
State	\$0
Local	\$15,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Larrabee Road Flood Prevention CRP # 914003

Construction Funding Year(s): TBD

Project Narrative:

This project is located near the Bellingham city limits in Section 11, T38N, R2E. This is a project to provide fish passage, restore habitat, and reduce chronic flooding along a tributary to Bear Creek. This project is listed **#R24** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Project site is monitored routinely. Project scoping and design may begin in 2020 pending results of the ongoing monitoring program and coordination with City of Bellingham.

Total Estimated Project Cost: TBD

Expenditures to Date: \$ 0

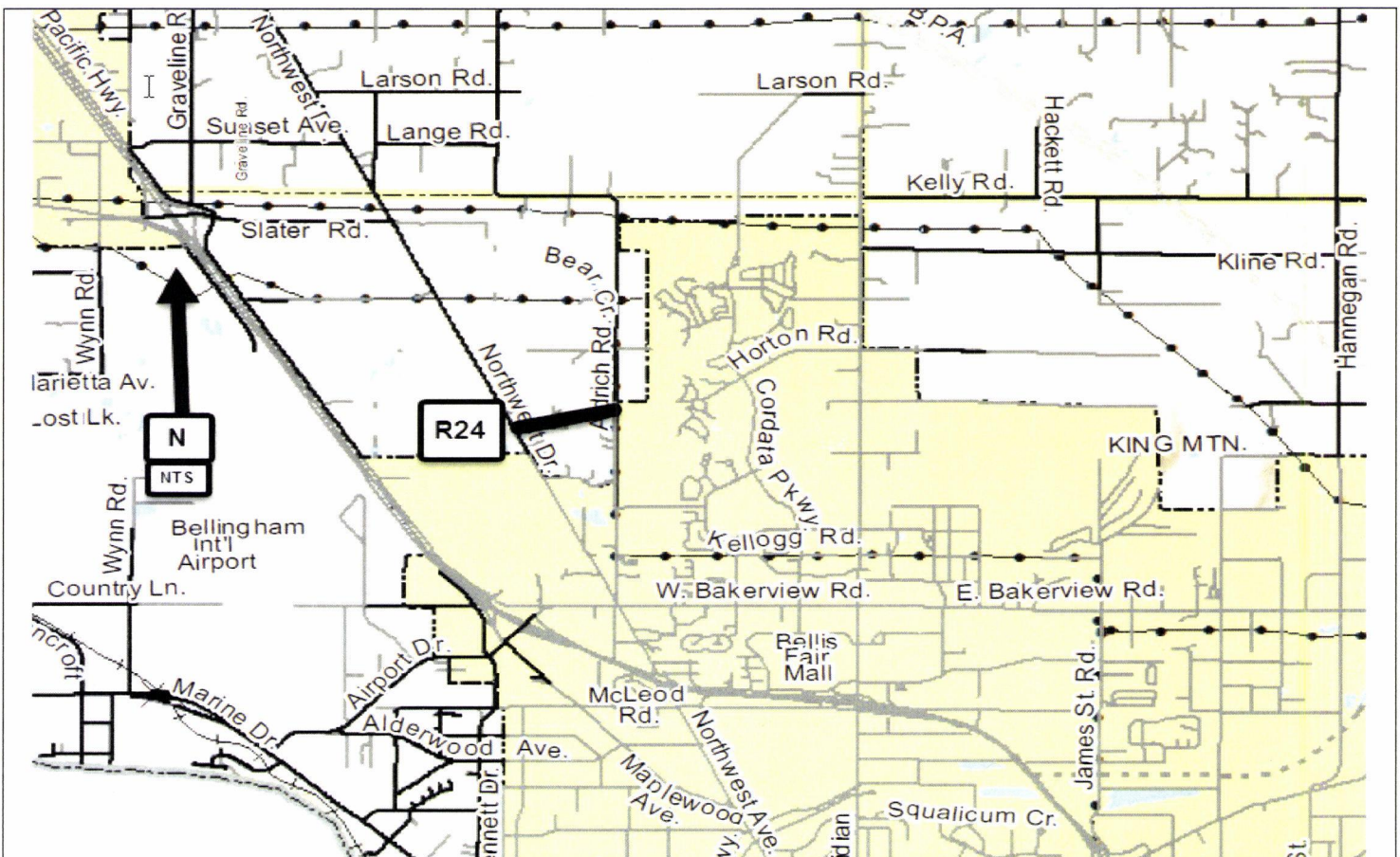
Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Lakeway Drive Corridor Preliminary Engineering Study CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Section 34, T38N, R3E. This project proposes to rechannelize 1.4 miles of Lakeway Drive to coordinate with the proposed rechannelization of Lakeway Drive within the city limits. This project is listed **#R25** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Close coordination with the City of Bellingham on their channelization plans and associated construction activities will drive the preliminary engineering efforts in the County.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

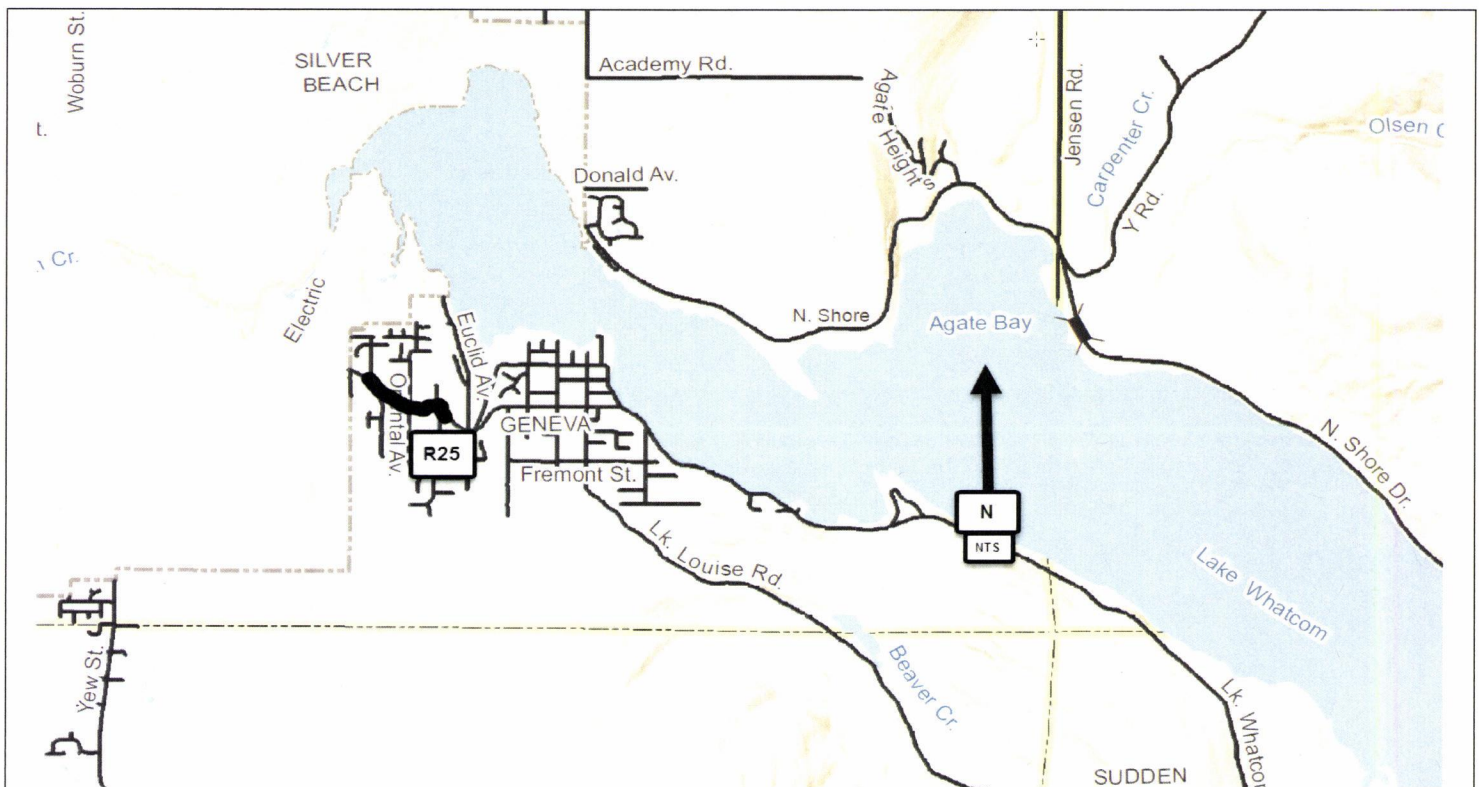
Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) N/A



Ferndale Road/Levee Improvements CRP # 919001

Construction Funding Year(s): TBD

Project Narrative:

This project is located in Sections 30 and 31, T39N, R2E. This project includes reconstruction of 1.2 miles of levee including the Ferndale Levee and Ferndale Treatment Plant Levee segments. The new levee will be set back slightly to Ferndale Road with the roadway serving as the crest of the levee. This project is listed **#R26** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE.

Total Estimated Project Cost: \$7,000,000

Expenditures to Date: \$0

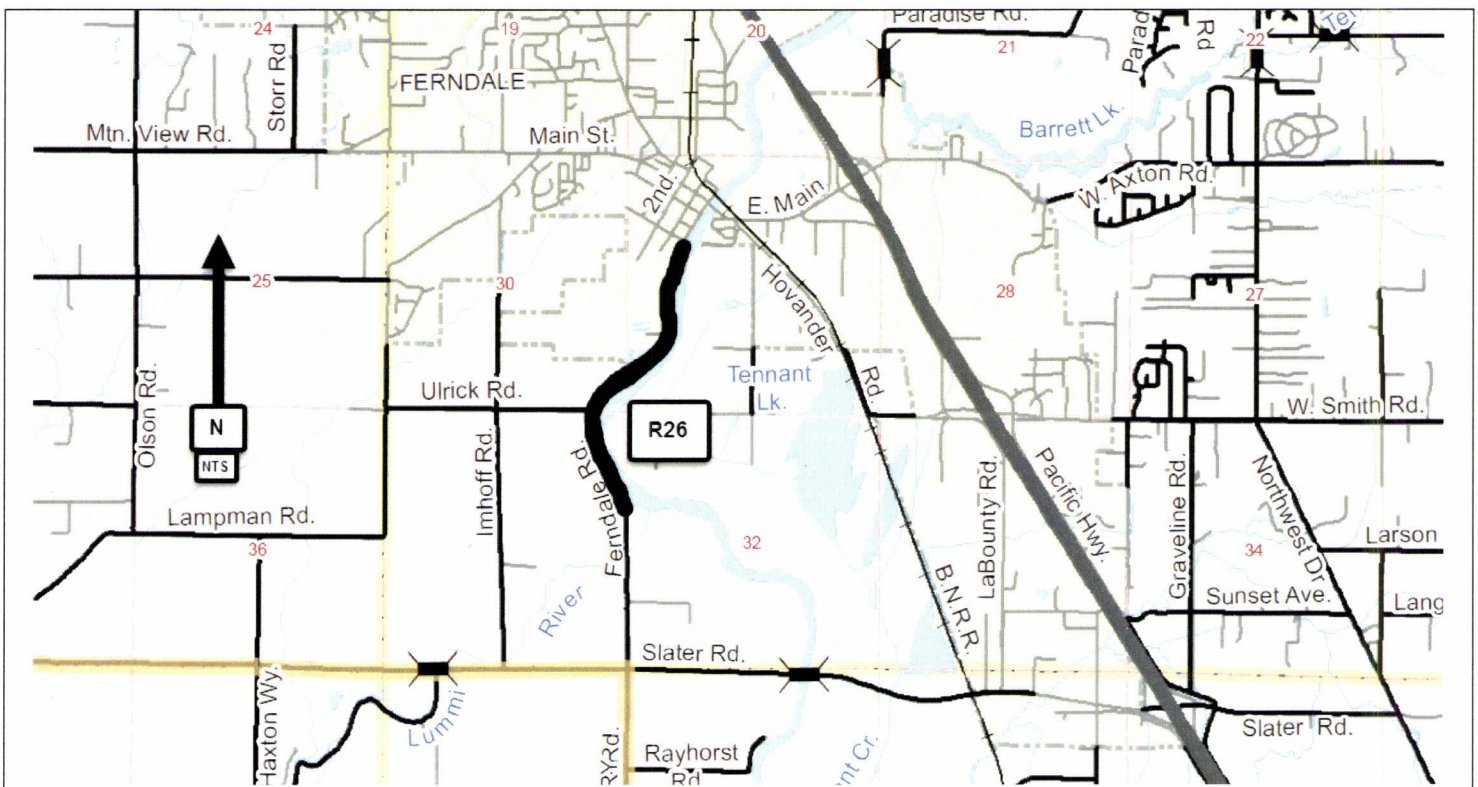
Funding Sources:

Federal	\$
State	\$
Local	\$300,000 (2020-2021)

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Abbott Road/Levee Improvements CRP # 919002

Construction Funding Year(s): 2020

Project Narrative:

This project is located in Section 27, T40N, R3E. This project proposes to stabilize an approximately 600-LF section of the left bank of the Nooksack River adjacent to Abbott Road and to extend the upstream end of the Abbott Levee and realigned it to run under Abbott Road. This project is listed **#R27** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: The funding sources will likely include the County Road fund, the WCFCZD and the LE Subzone.

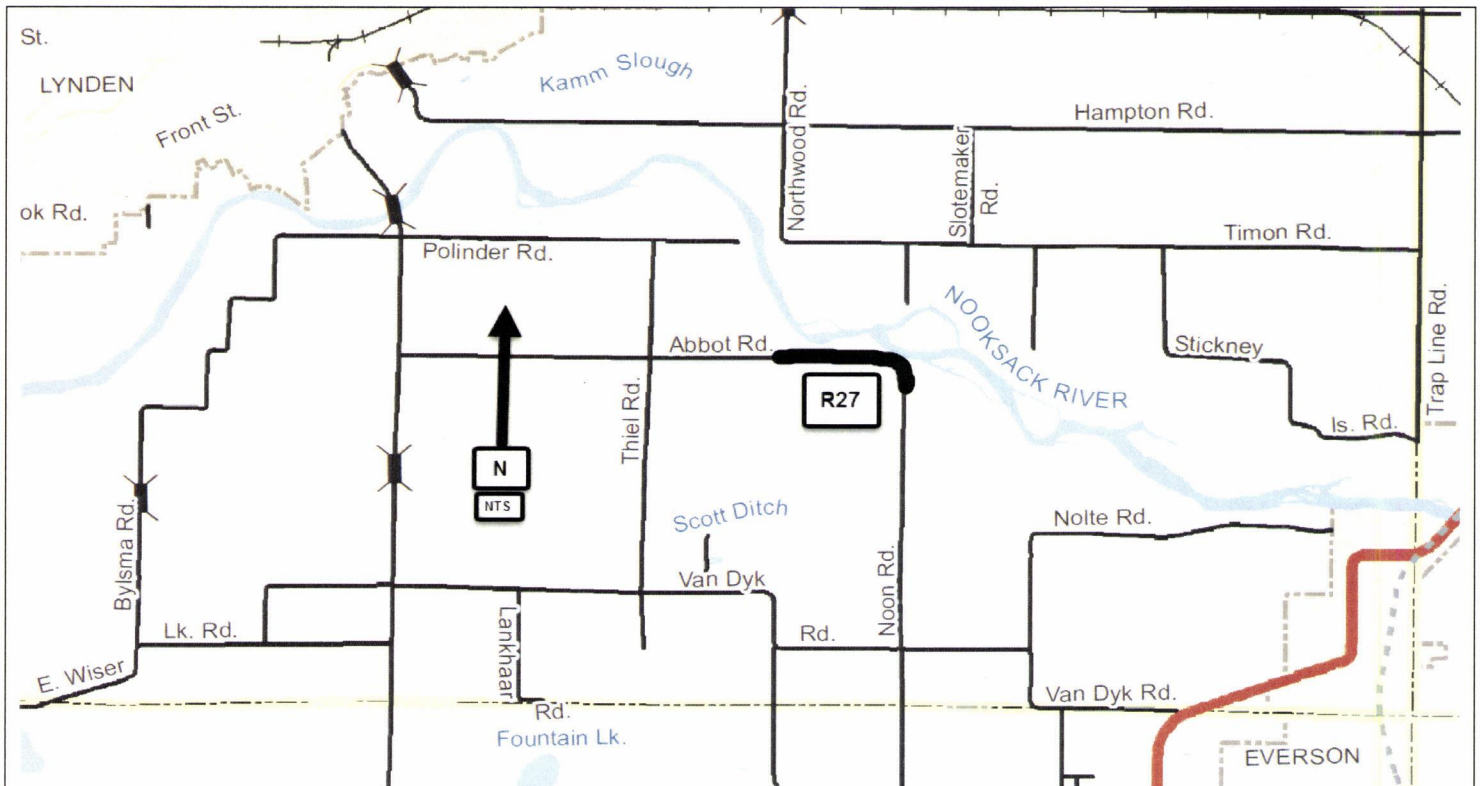
Total Estimated Project Cost: \$1,170,000

Expenditures to Date: \$0

Funding Sources:

Federal	\$
State	\$
Local	\$1,170,000 (2020-2022)

Environmental Permitting	HPA, ACOE, Shorelines, SEPA
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Northwest Drive, City of Bellingham to Axton Road Structural Overlay CRP # 919003

Construction Funding Year(s): 2020

Project Narrative:

This project is located between the City Limits of Bellingham and Axton Road in Sections 2, 11, 26, & 35 of T38N & T39N, R2E. The work will involve a structural overlay of 3.45 miles of roadway, a culvert upgrade for fish passage, and other minor improvements. This project is listed **#R28** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Design proceeding for structural overlay and one (1) culvert upgrade for fish passage. Anticipate completing design and permitting by early 2020, with construction planned for Summer 2020.

Total Estimated Project Cost: \$1,760,000

Expenditures to Date: \$20,000

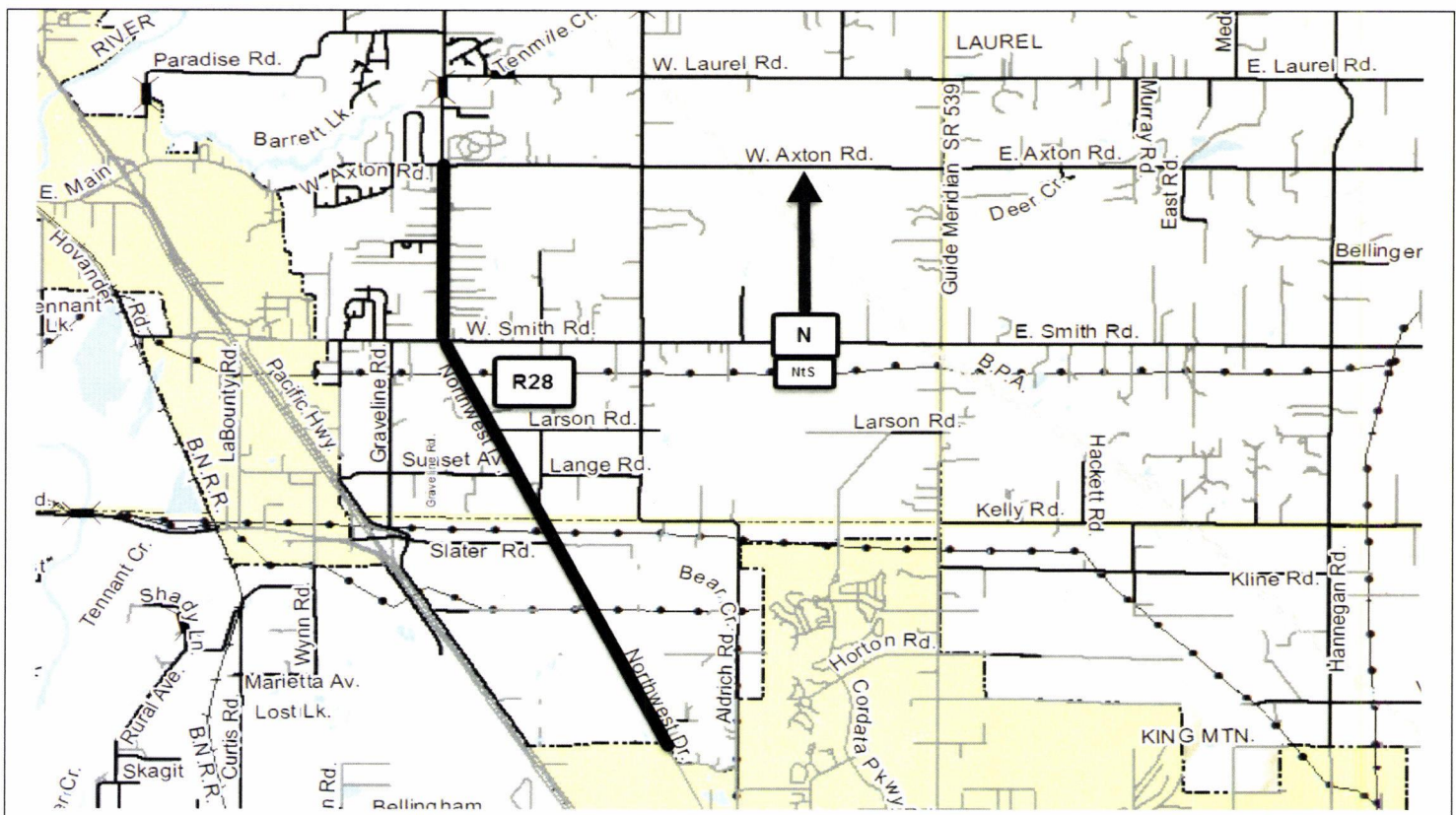
Funding Sources:

Federal	\$0
State	\$
Local	\$1,760,000

Environmental Permitting HPA, SEPA, CLR/CAO,

Right-of-Way Acquisition (Estimate) \$10,000

County Forces (Estimate) N/A



E. Smith Rd., Everson Goshen Rd. to SR 542 Pavement Rehabilitation CRP # 918018

Construction Funding Year(s): 2020

Project Narrative:

This East Smith Road project is located between Hannegan Road and Everson-Goshen Road in Sections 26, 27, 28 of T39N, R3E. The work will involve the pavement rehabilitation of approximately 3 miles of roadway. This project is listed **#R29** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Project received Rural Arterial Preservation Program (RAPP) grant funds in mid-2019. Working on design in late 2019, with good possibility of construction in 2020. Will combine with other E. Smith paver if allowed by funding source (CRAB).

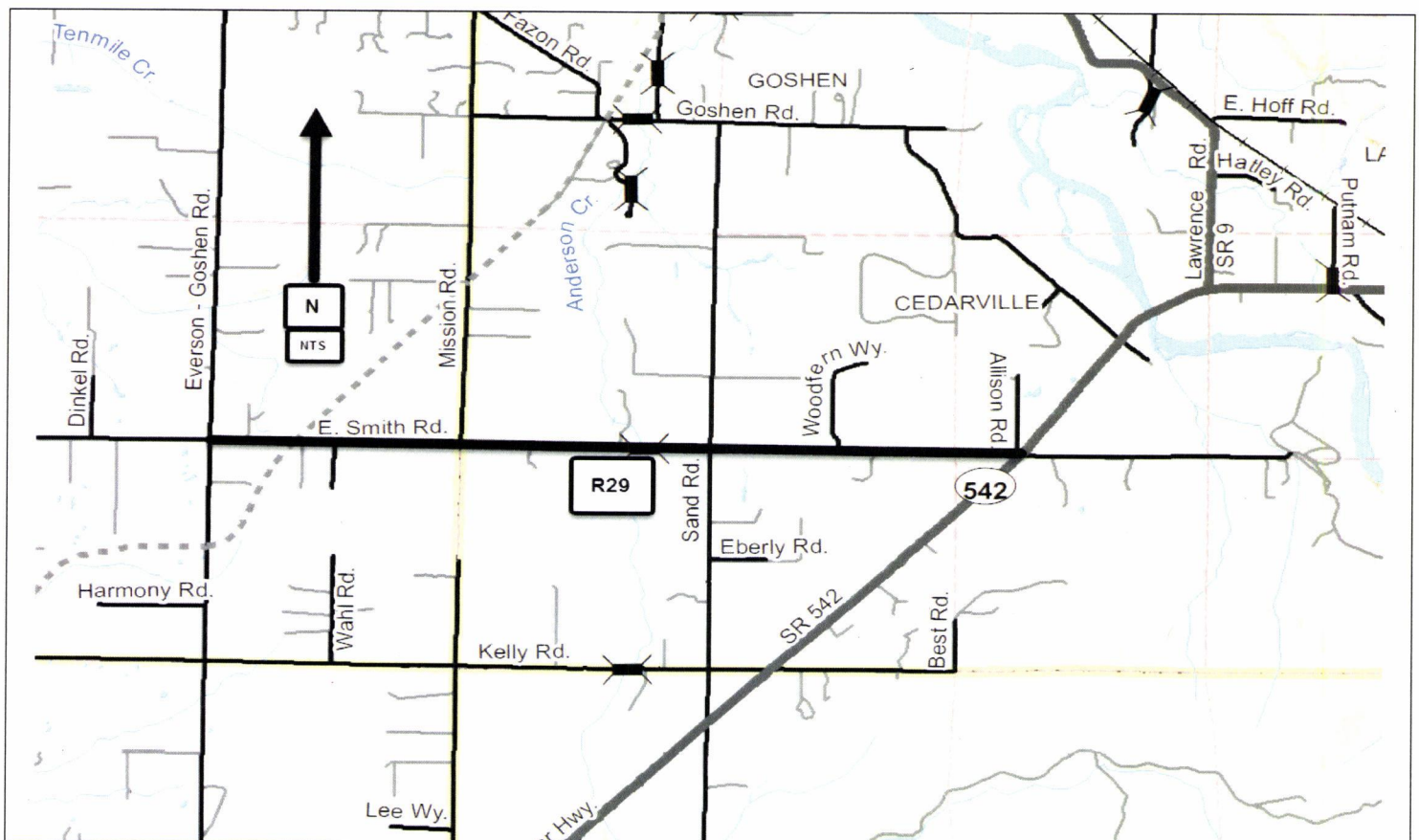
Total Estimated Project Cost: \$1,500,000

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$1,035,000 of RATA funds
Local	\$465,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	N/A
County Forces (Estimate)	N/A



Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd. Pavement Rehabilitation CRP # 919018

Construction Funding Year(s): TBD

Project Narrative:

This Birch Bay Lynden Road project is located between Enterprise Road and Rathbone Road in Sections 27 & 28 of T40N, R2E. The work will involve the pavement rehabilitation of approximately 2 miles of roadway. This project is listed #R30 on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Project received Rural Arterial Preservation Program (RAPP) grant funds of \$165,000 in mid-2019. Will initiate design work in late 2019 / early 2020, with construction planned for 2024.

Total Estimated Project Cost: \$1,210,000

Expenditures to Date: \$0

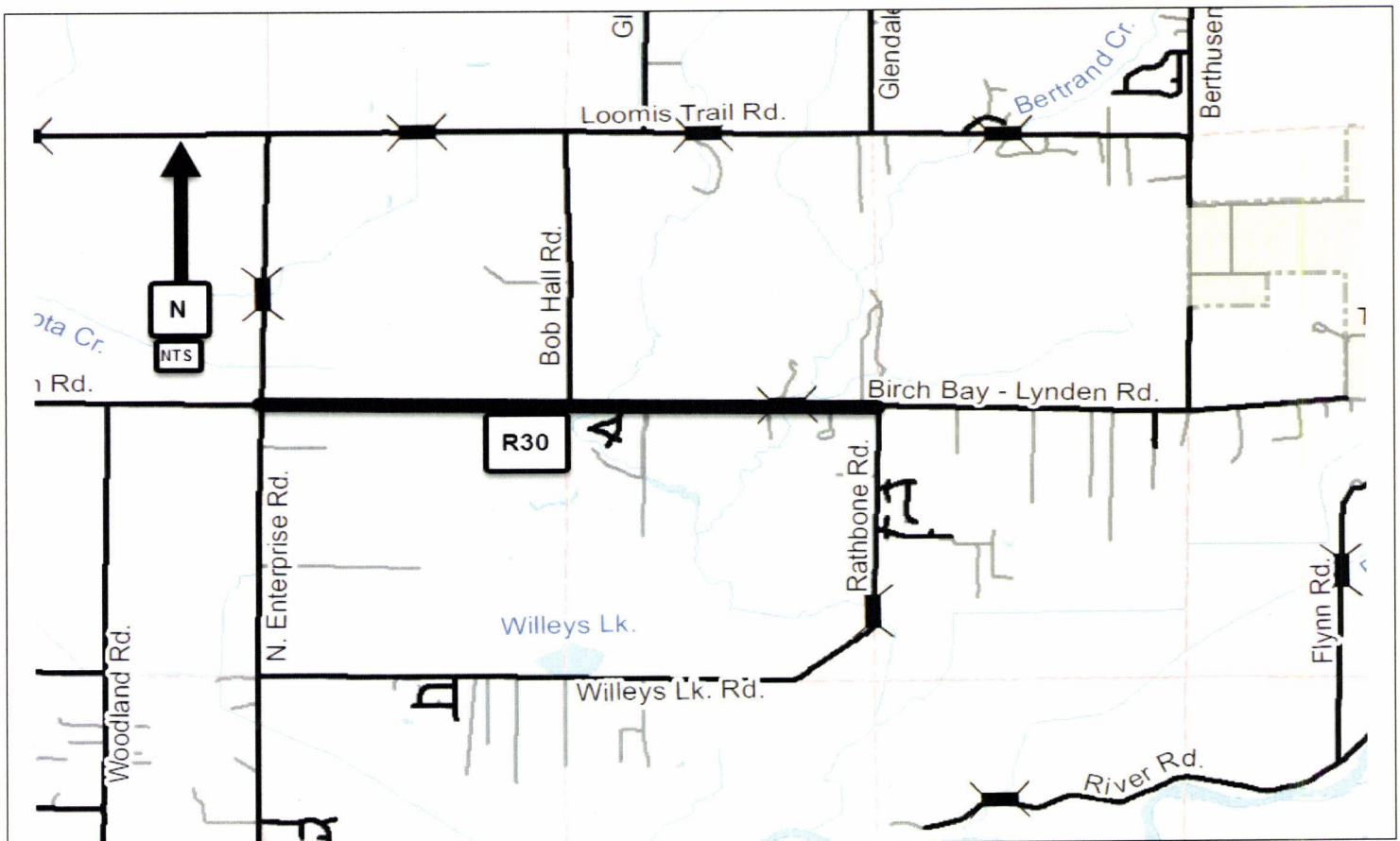
Funding Sources:

Federal	\$0
State	\$165,000 RATA funds
Local	\$1,045,000

Environmental Permitting SEPA

Right-of-Way Acquisition (Estimate) N/A

County Forces (Estimate) N/A



Slater Road, Pacific Hwy to Northwest Dr. CRP #Not Assigned

Construction Funding Year(s): 2020

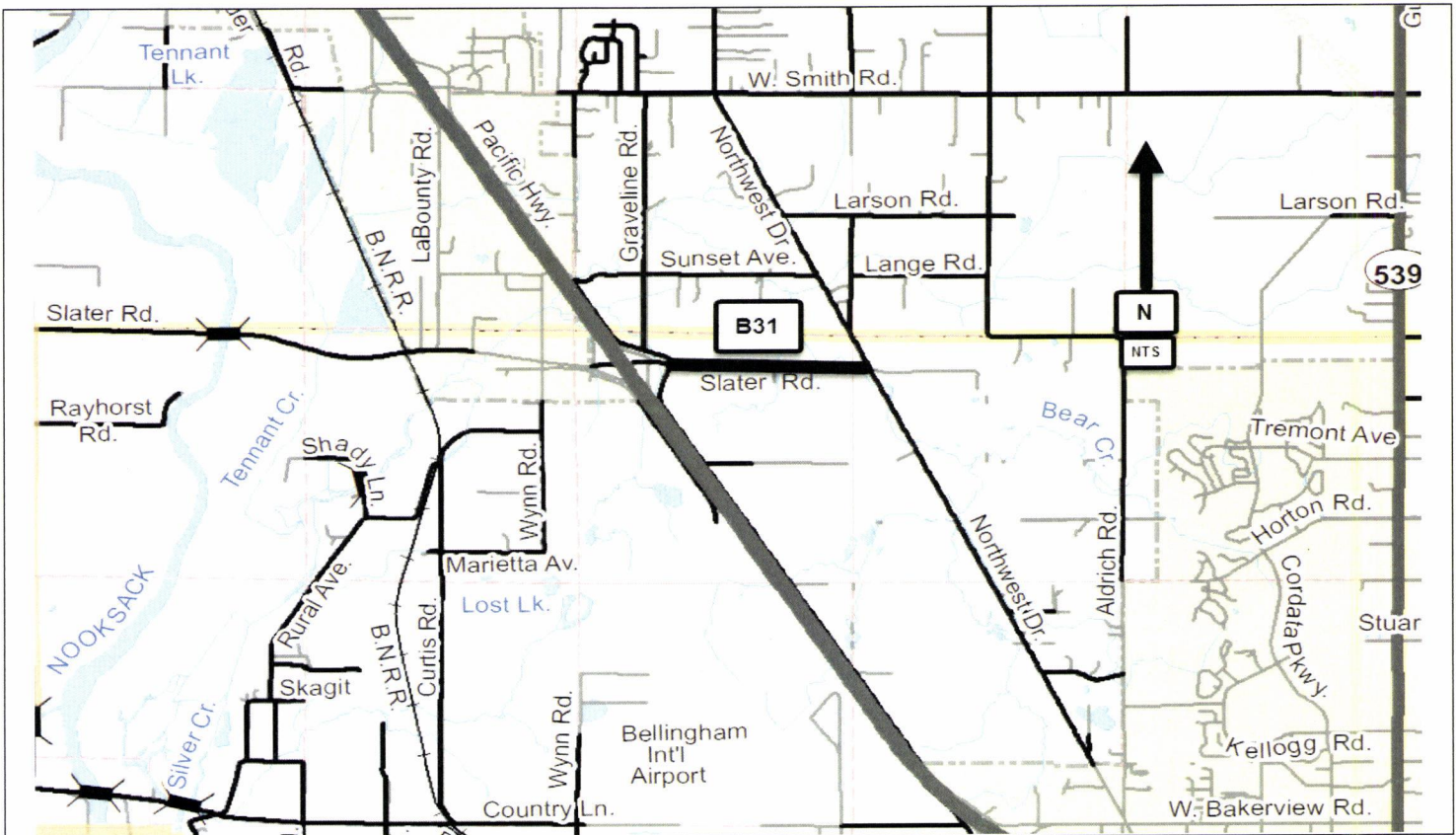
Project Narrative:

This project is located in Sections 3 of T38N, R2E. The work will involve the structural overlay of approximately ¾ miles of roadway along with other minor improvements. This project is listed **#R31** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in late 2019, with Construction planned for Summer of 2020.

Total Estimated Project Cost: \$500,000 Expenditures to Date: \$ 0	Funding Sources:	
	Federal	\$ 0
	State	\$ 0
	Local	\$500,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	\$0
County Forces (Estimate)	TBD



**2020 Small Area Paving
Bridge Approach, Pavement Rehabilitation, Minor Widening
CRP #Not Assigned**

Construction Funding Year(s): 2020

Project Narrative:

This work will address multiple locations throughout Whatcom County that are in need of corrections to settling bridge approaches, minor widening for safety issues, and pavement rehabilitation. This project is listed **#R32** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Working with the Maintenance & Operations Division to scope out potential projects.

Total Estimated Project Cost: \$250,000

Expenditures to Date: \$ 0

Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$250,000

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)

Due to the nature of this item, no map exists. Final locations of the Small Area Paving sites will be determined in late 2019 / early 2020.

Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation CRP #910017

Construction Funding Year(s): TBD

Project Narrative:

This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams, and remove the structurally deficient designation and existing load restrictions on the bridge. The project is listed **#B1** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting work to begin in 2022.

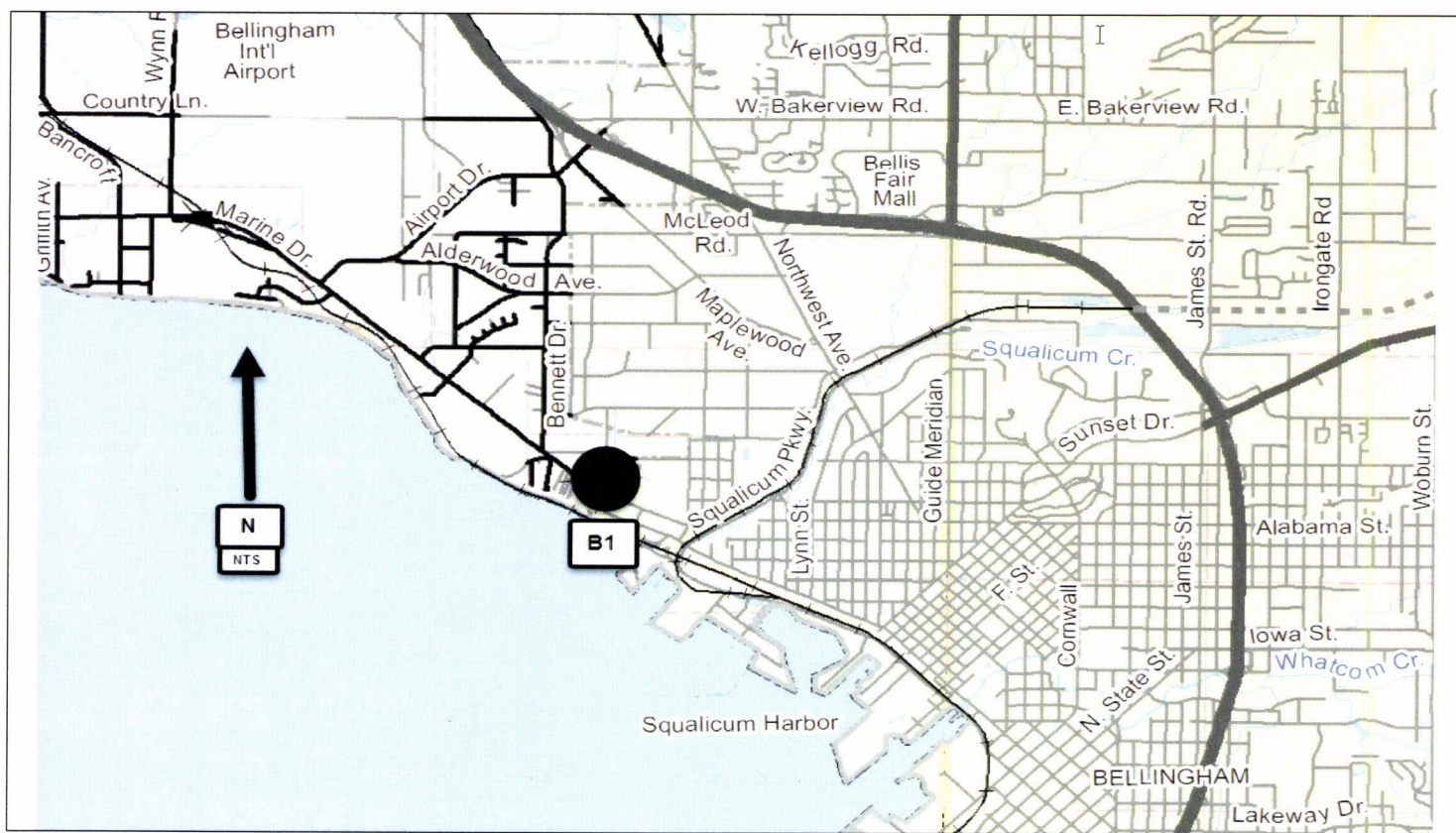
Total Estimated Project Cost: TBD

Expenditures to Date: \$0

Funding Sources:

Federal	\$0
State	\$0
Local	\$20,000

Environmental Permitting	HPA, NEPA
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Jackson Road / Terrell Creek - Bridge No. 81 Replacement CRP # 917004

Construction Funding Year(s): TBD

Project Narrative:

This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B2** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Project was submitted for BRAC funding in 2017 and was not selected for funding. Preliminary design work, including a type, size, and location study to begin in 2020. Outside funding will be pursued for the construction phase of this project.

Total Estimated Project Cost: \$ TBD

Expenditures to Date: \$ 0

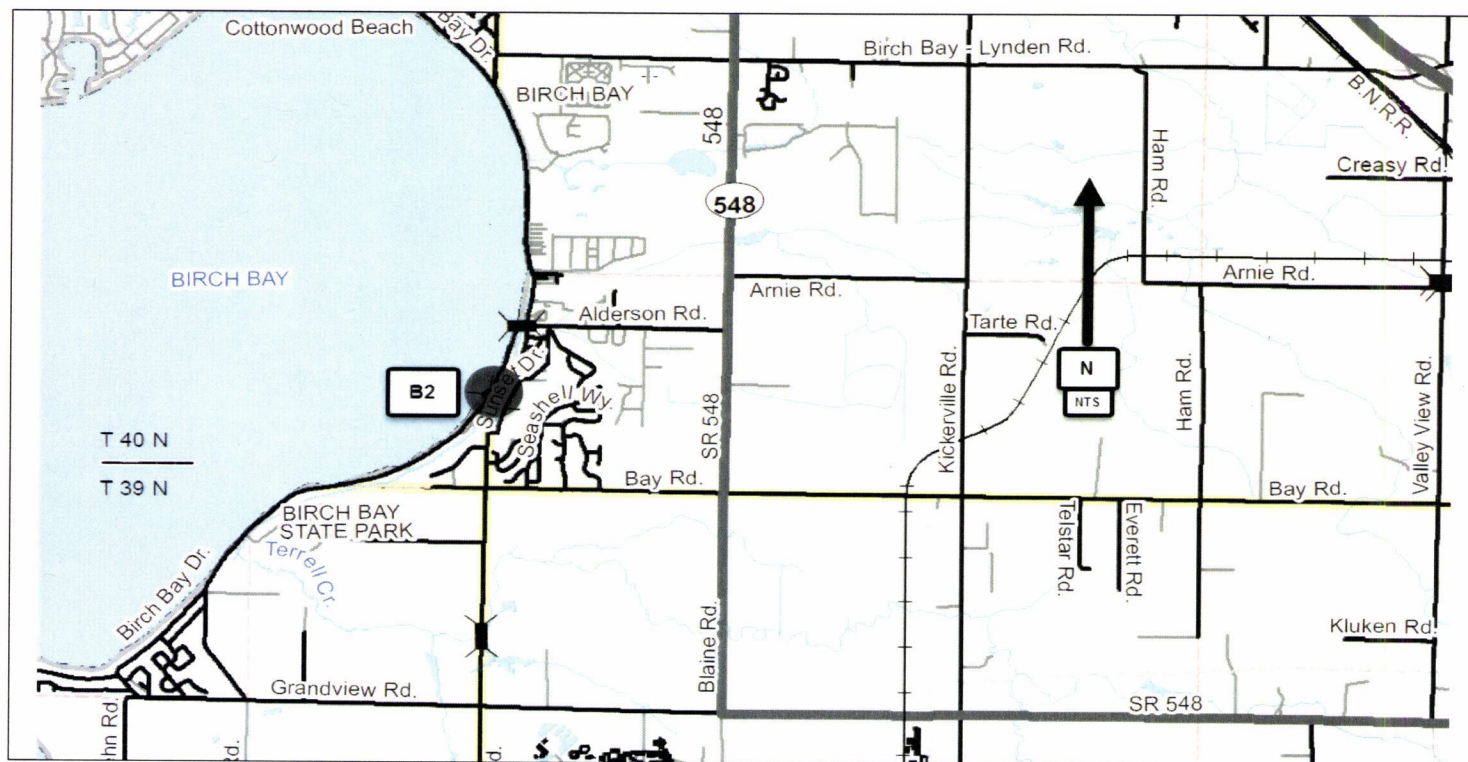
Funding Sources:

Federal	\$TBD
State	\$TBD
Local	\$390,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Mosquito Lake Road / Porter Creek - Bridge No. 141 Replacement CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

This project is located south of Welcome in Section 11, T38N, R5E. This project will replace the existing 31-foot bridge in order to mitigate ongoing scour and debris issues. This project also affords an opportunity to address geometric issues that arose from the emergency realignment of Mosquito Lake Road in 2004. This project is listed #B3 on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2022.

Total Estimated Project Cost: TBD

Expenditures to Date: \$ 0

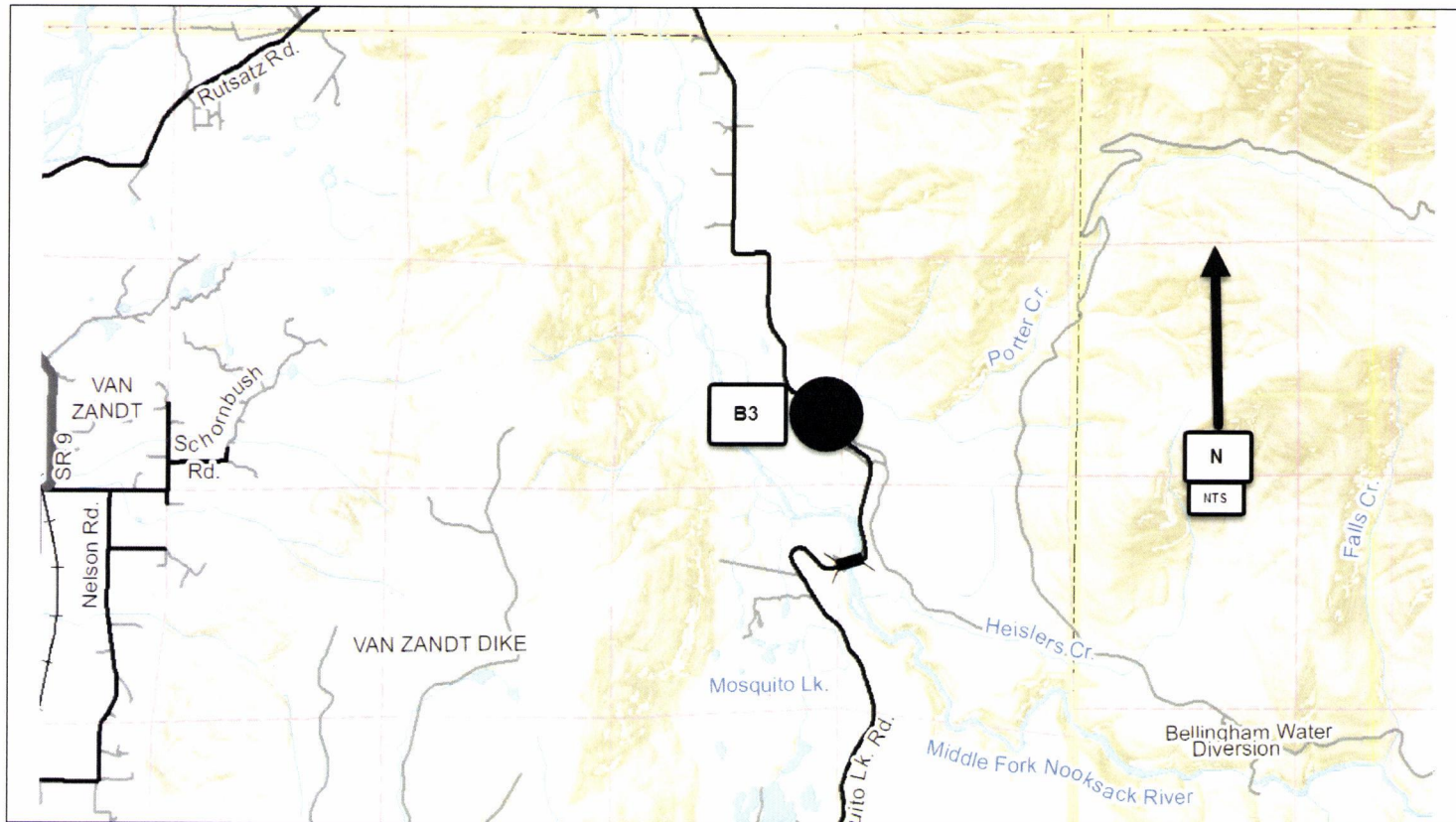
Funding Sources:

Federal	\$0
State	\$0
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



N. Lake Samish Road Bridge No. 107 Replacement CRP # 913006

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot timber bridge which is structurally deficient. This project is listed **#B4** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

The type, size, and location study for the replacement bridge was completed in 2017. Design, permitting, and real estate work is underway and it is anticipated that the design will be nearing the 90% stage by the end of 2019. An application for federal bridge replacement funds for the construction phase of this project was submitted to WSDOT in May of 2019 and it is expected that successful applicants will be notified in October of 2019.

Total Estimated Project Cost: \$10,000,000

Expenditures to Date: \$550,000

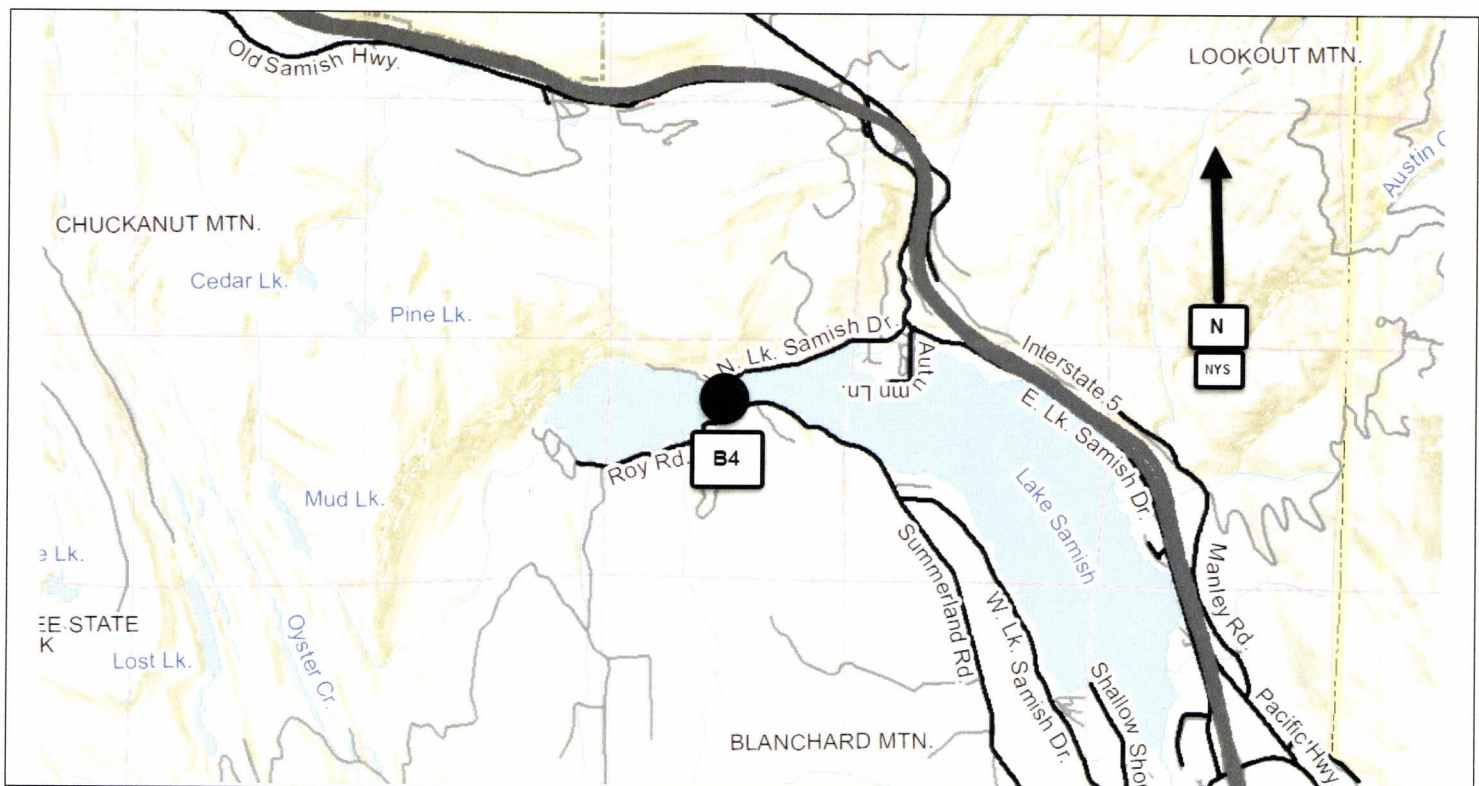
Funding Sources:

Federal	\$0
State	\$0
Local	\$770,000

Environmental Permitting TBD

Right-of-Way Acquisition TBD

County Forces TBD



Goshen Road/Anderson Creek Bridge No. 248 Replacement CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:

This project is located south of Everson/Goshen in Section 19, T39N, R4E. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B5** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status: Preliminary design, permitting and real estate work to begin in 2020. An application for federal bridge replacement funds for this project was submitted to WSDOT in May of 2019 and it is expected that successful applicants will be notified in October of 2019.

Total Estimated Project Cost: TBD

Expenditures to Date: \$ 0

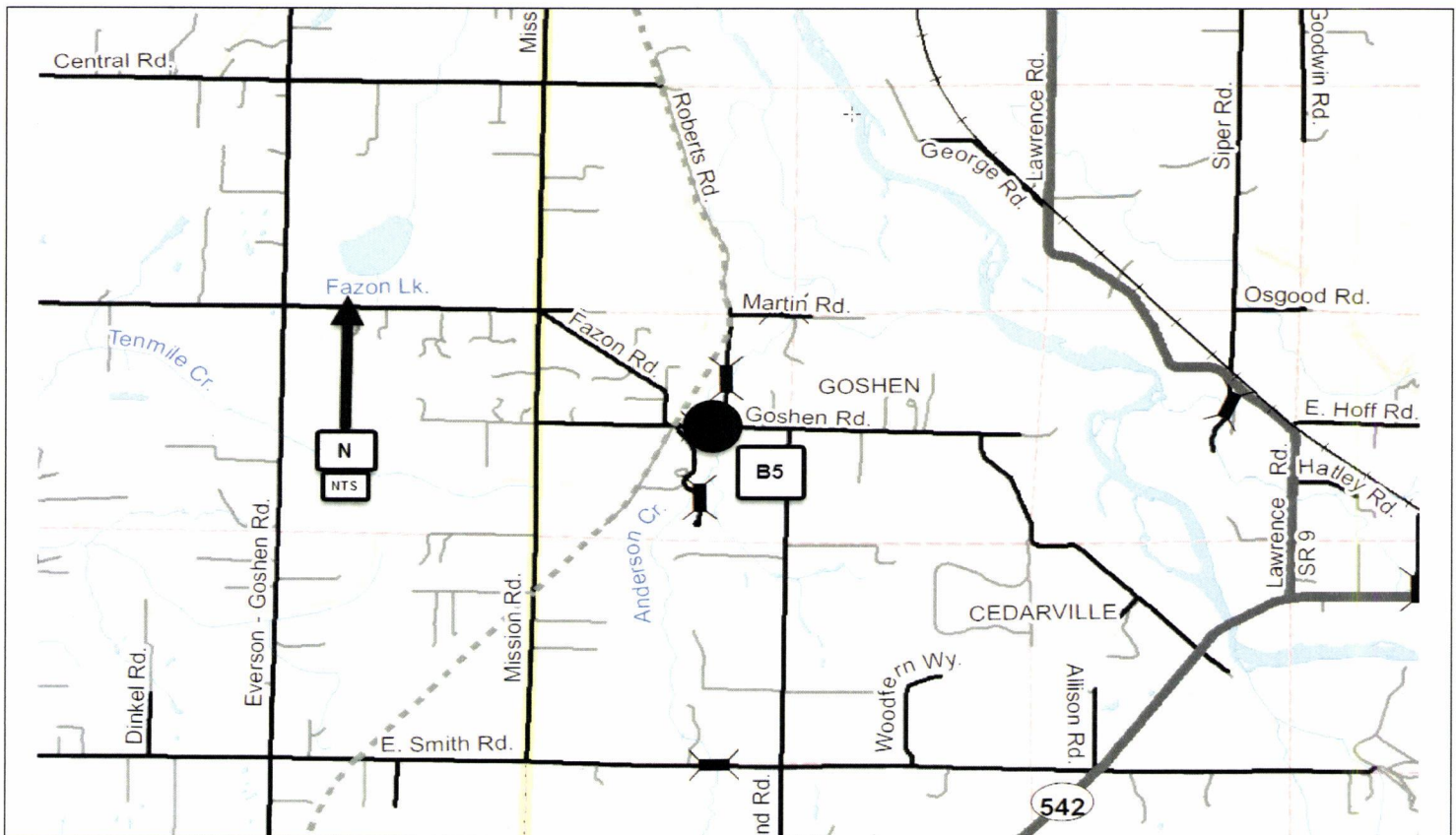
Funding Sources:

Federal	\$0
State	\$0
Local	\$390,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Slater Road / Nooksack River Bridge No. 512 Overheight Detection/Warning System CRP #914013

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Slater Road at the Nooksack River in Section 6, T38N, R2E. This is an overheight detection/warning system project. The project is listed #B6 on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design work to begin in 2023.

Total Estimated Project Cost: TBD

Expenditures to Date: \$1,500

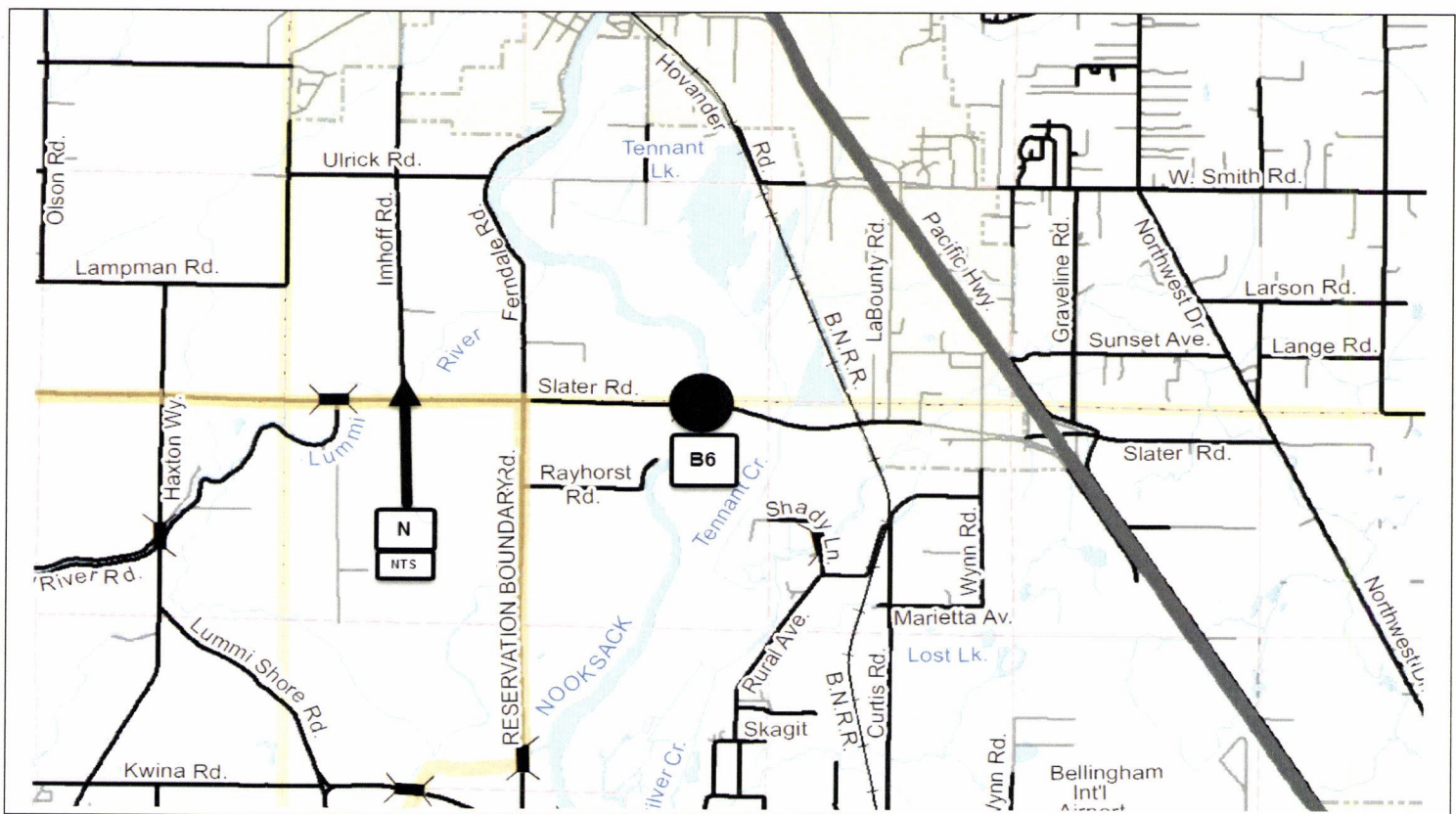
Funding Sources:

Federal	\$0
State	\$0
Local	\$20,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Martin Road/Anderson Creek Bridge No. 250
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative: Project:

This project is located on Martin Road in Section 18 & 19, T39N, R4E. This is a project to replace the existing 31-foot structurally deficient bridge. This project is listed **#B7** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2024.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

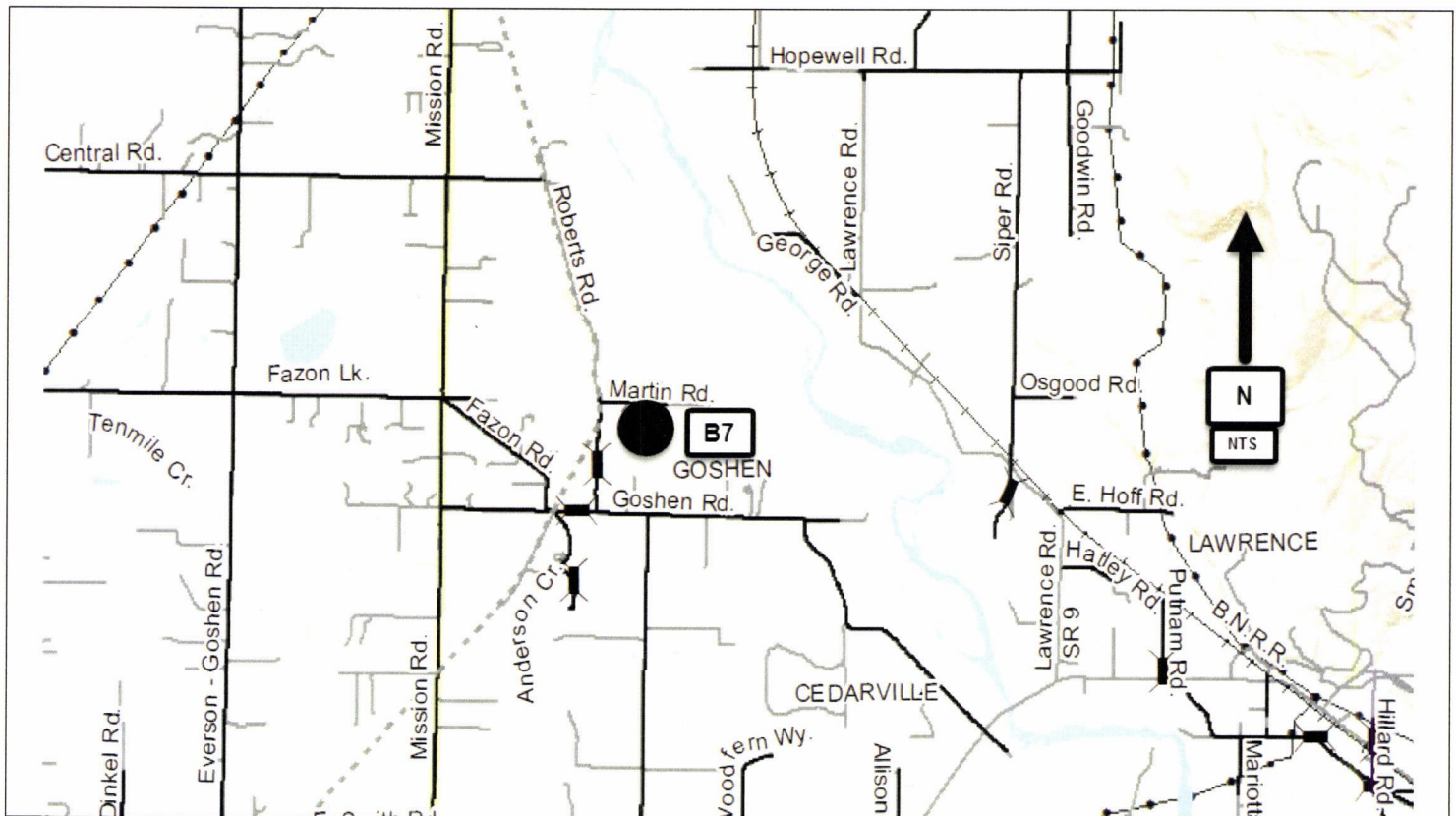
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Loomis Trail Rd/Bertrand Cr. Trib. Bridge No. 497
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Loomis Trail Road in Section 15 & 22, T40N, R2E. This project is to replace the existing 21-foot structurally deficient bridge. This project is listed **#B8** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2023.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

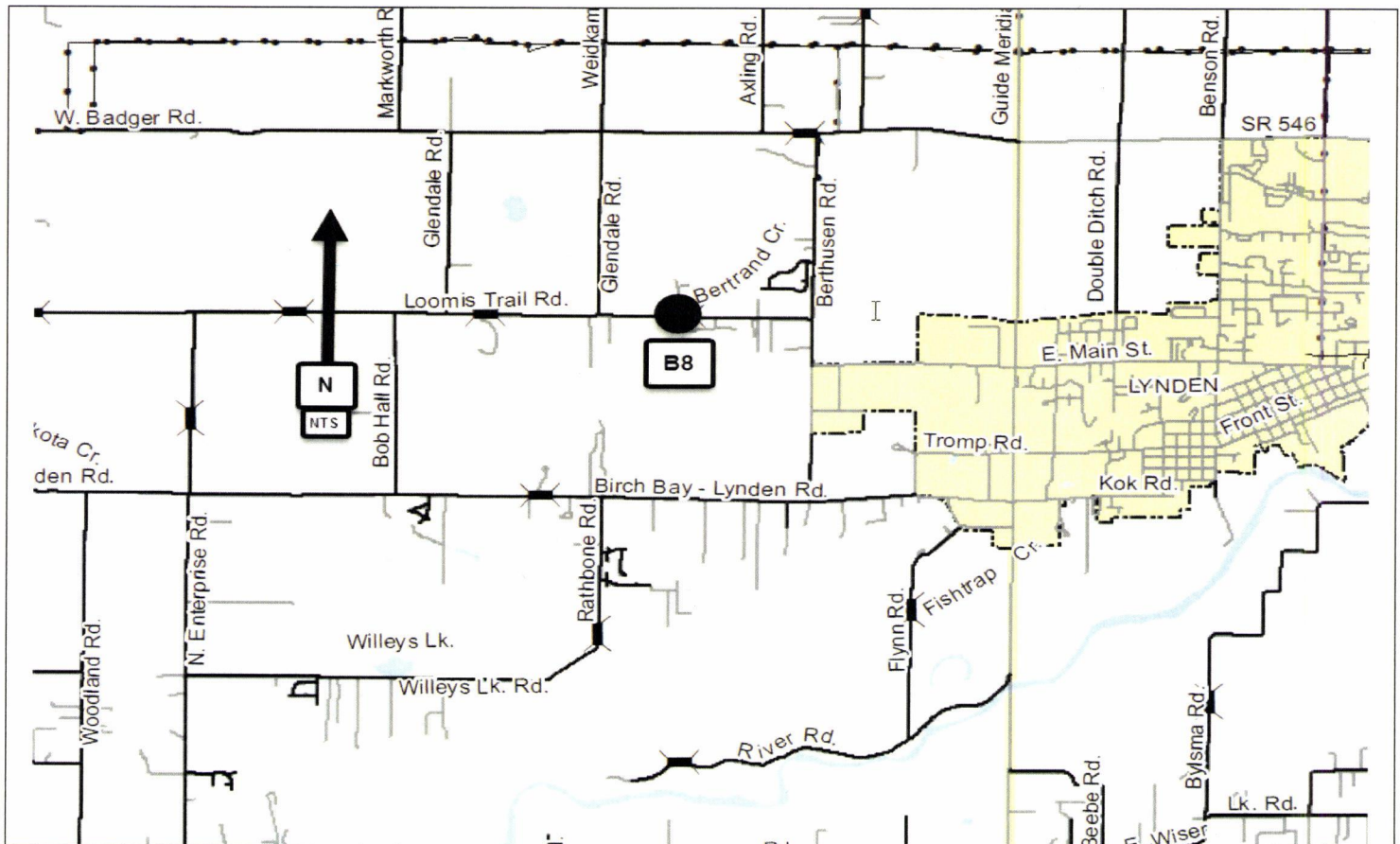
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Flynn Road/Fishtrap Creek Bridge No. 51
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Flynn Road in Section 25, T40N, R2E. This project is to replace the existing 36-foot span all timber structurally deficient bridge. This project is listed **#B9** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2023.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

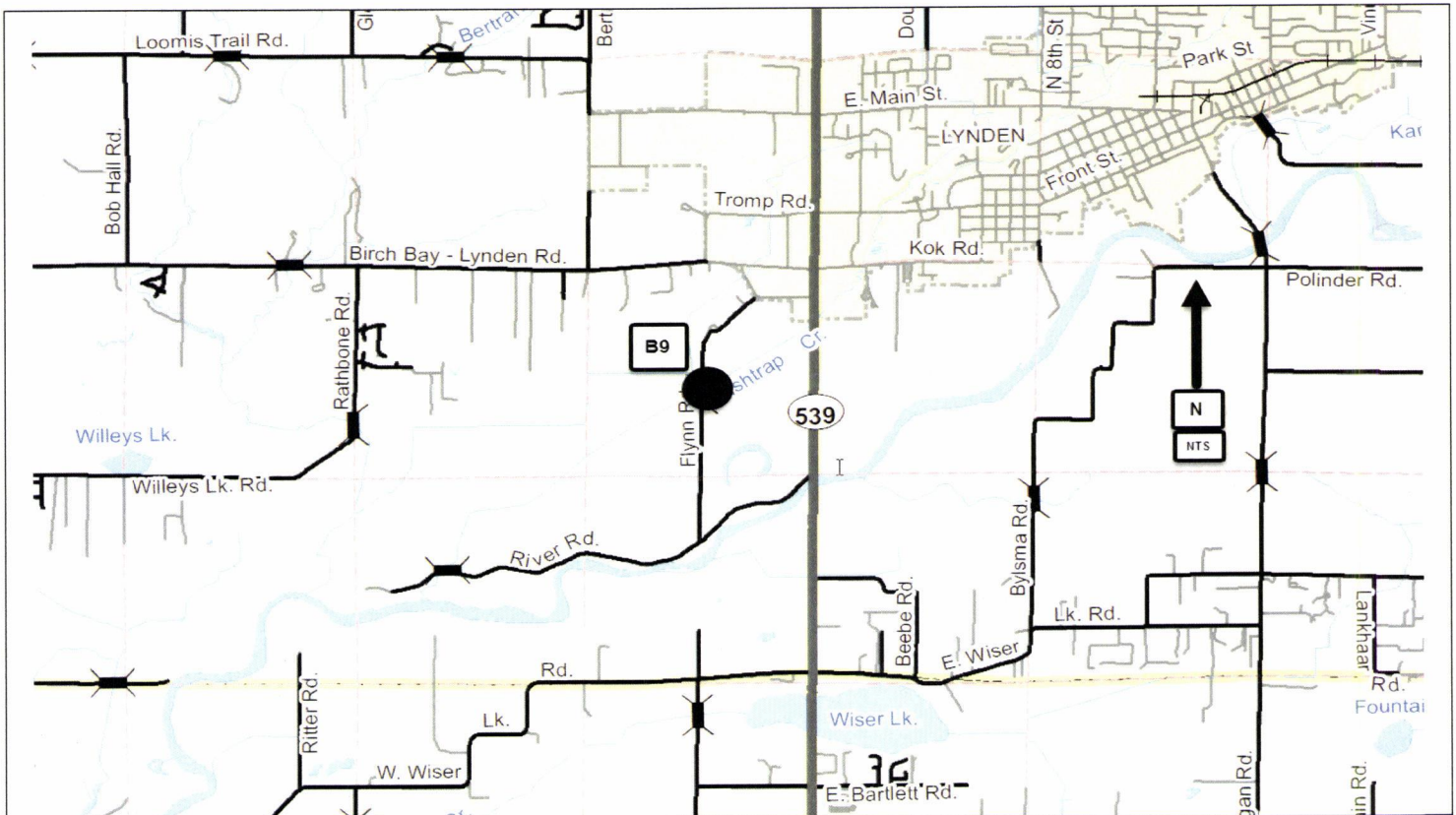
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



**Salakanum Way/Anderson Creek Bridge No. 509
Replacement
CRP # Not Assigned**

Construction Funding Year(s): TBD

Project Narrative:

This project is located on Salakanum Road in Section 19, T39N, R4E. This project is to replace the existing 31-foot structurally deficient bridge. This project is listed **#B10** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Preliminary design and permitting to begin in 2024.

Total Estimated Project Cost: TBD

Expenditures to Date: \$0

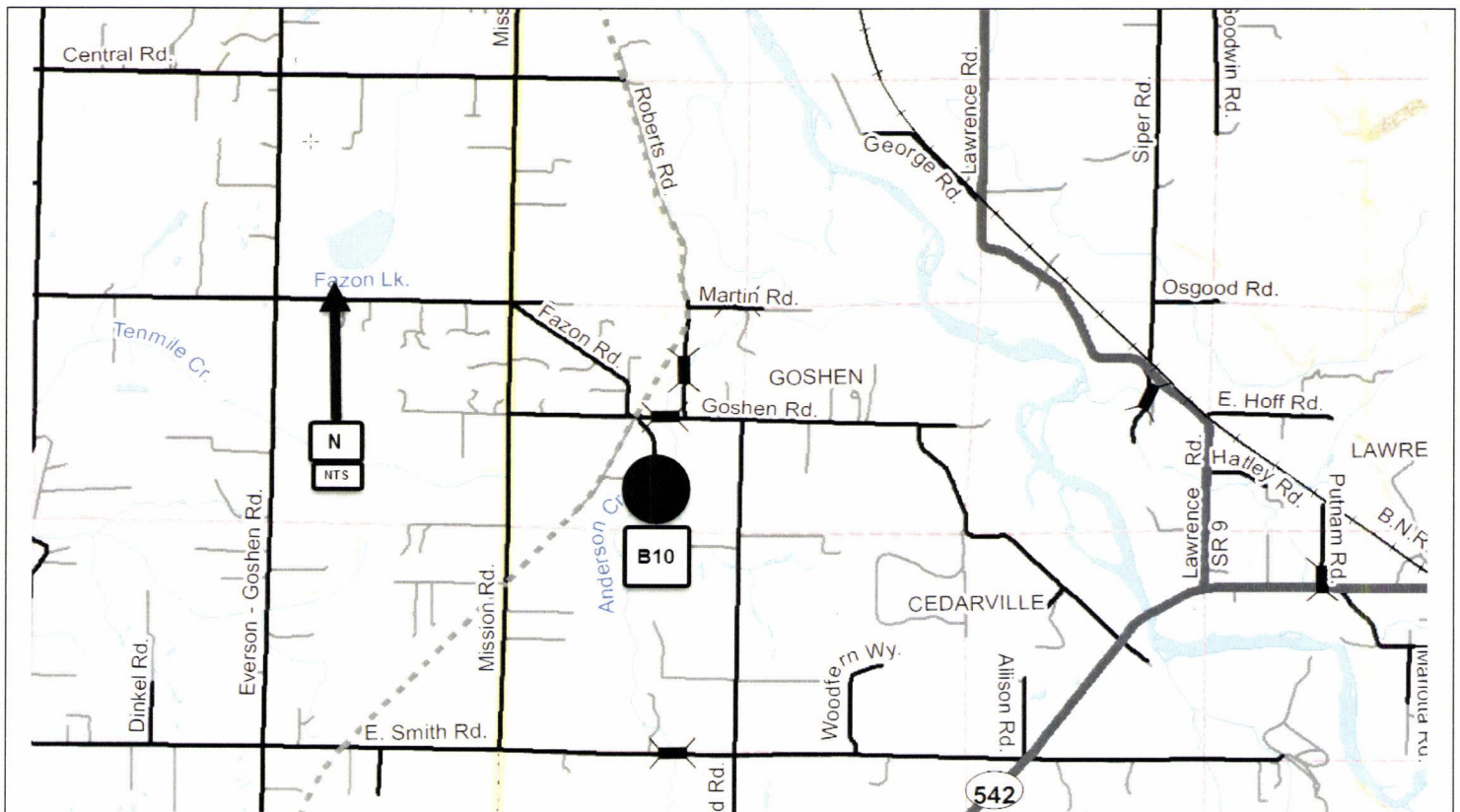
Funding Sources:

Federal	
State	
Local	\$5,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Mosquito Lake Rd/Hutchinson Creek Tributary Fish Passage CRP # 919006

Construction Funding Year(s): 2021

Project Narrative: The existing 30-inch diameter concrete culvert at this location was damaged in early 2018 and a temporary fix completed in late 2018. This culvert has been identified as a barrier to fish passage. Permits for the temporary repair project requires that the existing culvert is replaced with a structure that meets current fish passage requirements. This project is listed **#B11** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Design, permitting and real estate work underway. Construction of this project planned for 2021.

Total Estimated Project Cost: \$750,000

Expenditures to Date: \$50,000

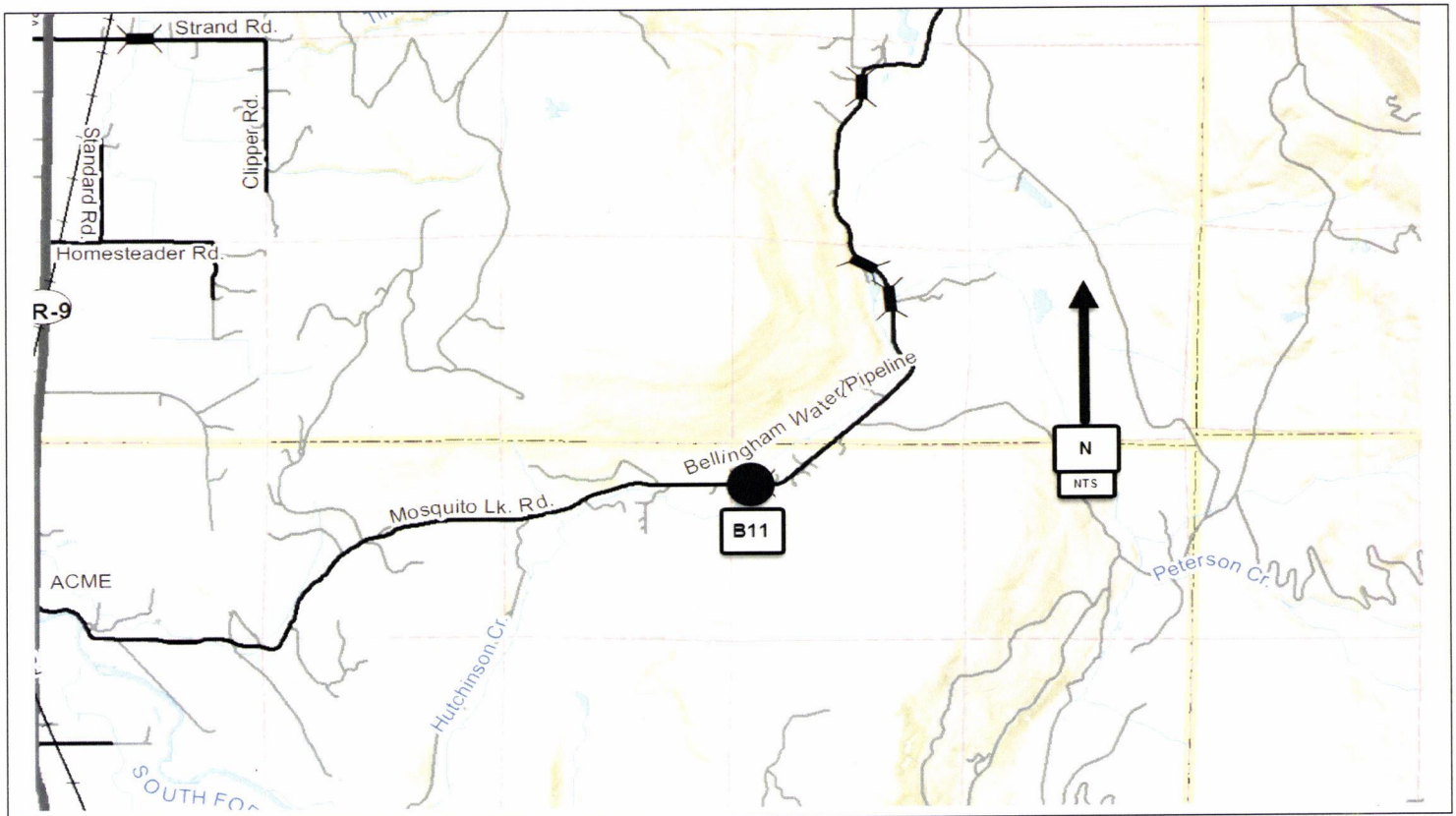
Funding Sources:

Federal	\$0
State	\$0
Local	\$750,000

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



North Fork Road/Kenny Creek Fish Passage CRP # Not Assigned

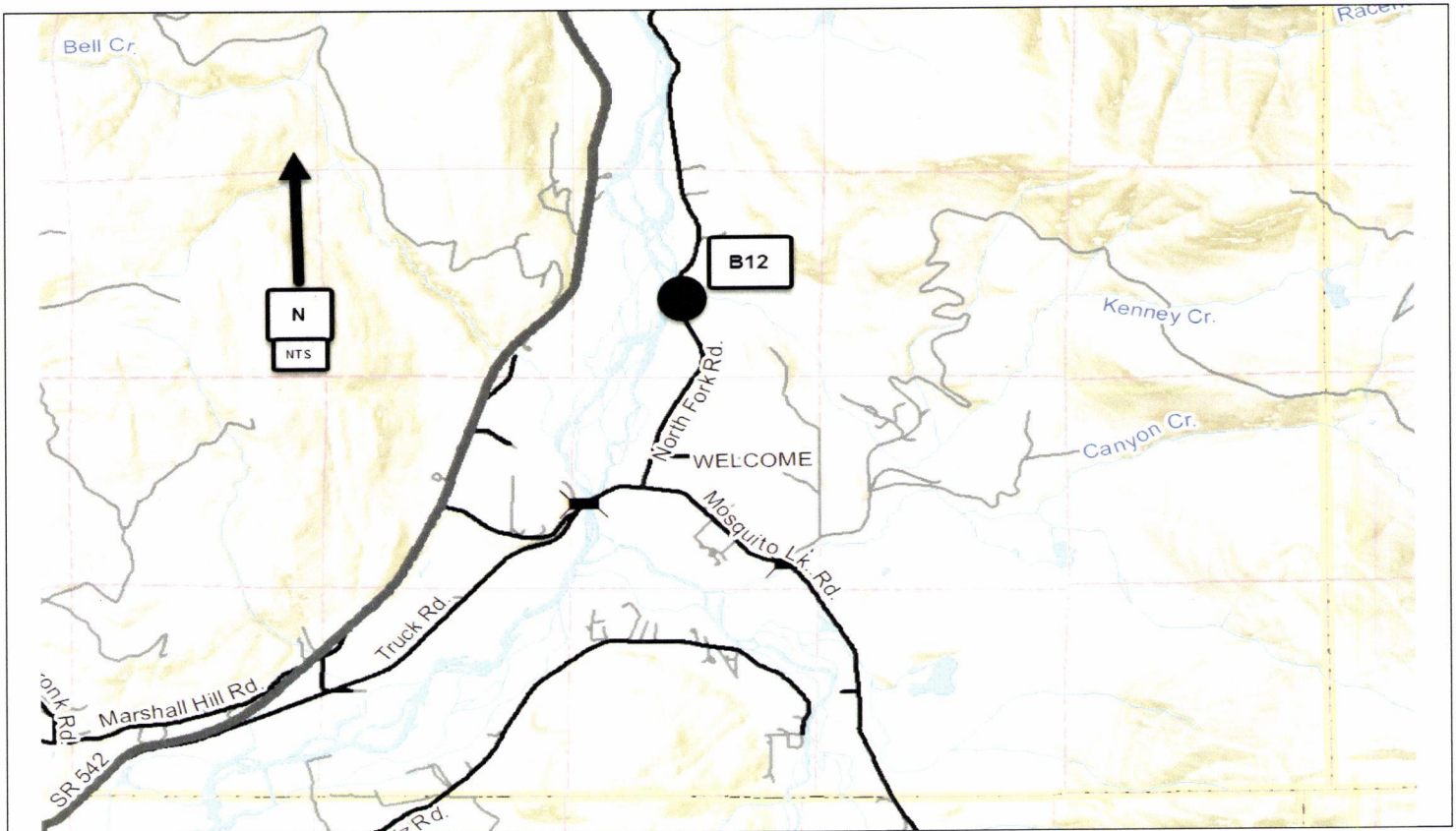
Construction Funding Year(s): TBD

Project Narrative: The existing 5-foot diameter corrugated steel culvert which carries Kenny Creek under the North Fork Road has been identified as a barrier to fish passage and, considering habitat to be gained, is considered one of the highest priority barriers within the County road system. Washington State Fish Barrier Removal Board (FBRB) funding has been secured for the design phase of this fish passage project. This project is listed as **#B12** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status: Project design, permitting and real estate began in 2019. Whatcom County has been awarded \$443,000 of State FBRB funds for the design phase of this project. Additional FBRB funds will be pursued for the construction phase of this project.

Total Estimated Project Cost: TBD Expenditures to Date: \$0	Funding Sources:	
	Federal	\$0
	State	\$443,000 (FBRB funds)
	Local	\$150,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Truck Road/Deal Road Fish Passage Culverts CRP #Not Assigned

Construction Funding Year(s): 2020

Project Narrative: This project is located in Sections 33, T39N, R5E. The project. This project is listed **#B13** on the 2020-2025 Six-Year Transportation Improvement Program. Project includes replacing three existing culverts that have been identified as barriers to fish passage in the Truck Road and Deal Road area with culverts that meet current fish passage requirements.

Project Status: Construction of these three (3) fish passage culverts is planned for 2020.

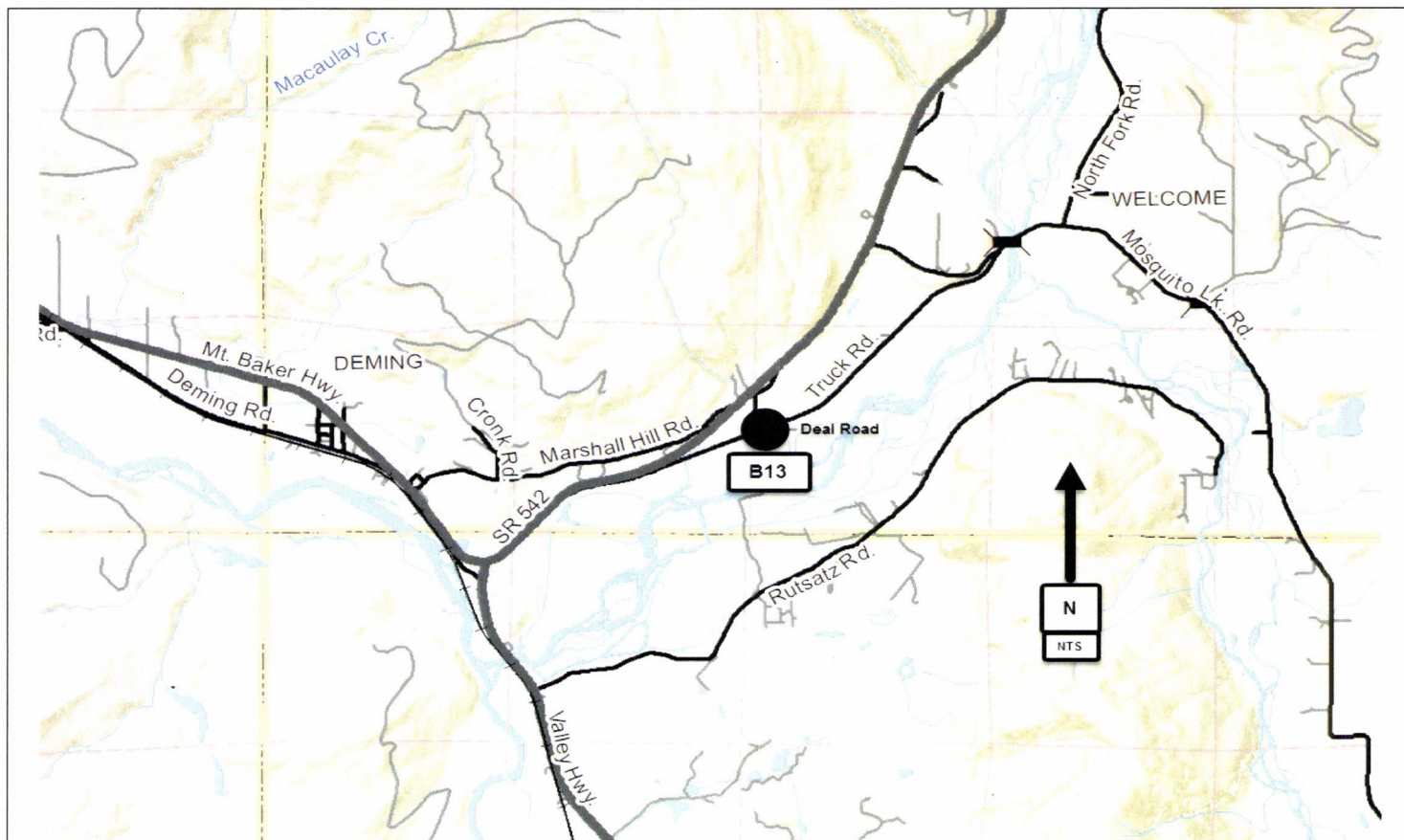
Total Estimated Project Cost: \$250,000

Expenditures to Date: \$ 0

Funding Sources:

Federal	\$ 0
State	\$ 0
Local	\$250,000

Environmental Permitting	SEPA, CLR/CAO, Shorelines, HPA
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Replacement of Whatcom Chief & Terminal Modification CRP # 919008

Construction Funding Year(s): TBD

Project Narrative:

This project includes replacement of the Whatcom Chief with a 34 car vessel and modifications of the existing ferry terminals to accommodate the new vessel. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed **#F1** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Design work for the new vessel is underway. This work will coincide with the next cycle of funding by the County Road Administration Board.

Total Estimated Project Cost: TBD

Expenditures to Date: \$375,000

Funding Sources:

Federal	\$0
State	\$0
Local	\$730,000

Environmental Permitting	None Required
---------------------------------	---------------

Right-of-Way Acquisition (Estimate)	None Required
--	---------------

County Forces (Estimate)	N/A
---------------------------------	-----

M/V Whatcom Chief



Lummi Island Terminal Preservation Project CRP # 919020

Construction Funding Year(s): 2020

Project Narrative: This project includes replacing corroded high strength bolts, removing and replacing the transfer span paint system and application of overcoat paint system to the tower and apron systems. This project is listed #F2 on the 2020-2025 Six Year Transportation Improvement Program.

Project Status: Design and permitting work for this project completed in 2019. Construction scheduled for 2020 to coincide with the dry dock period of the Whatcom Chief. Approximately \$656,000 in federal Ferry Boat Program funds will be utilized for the construction phase of this project.

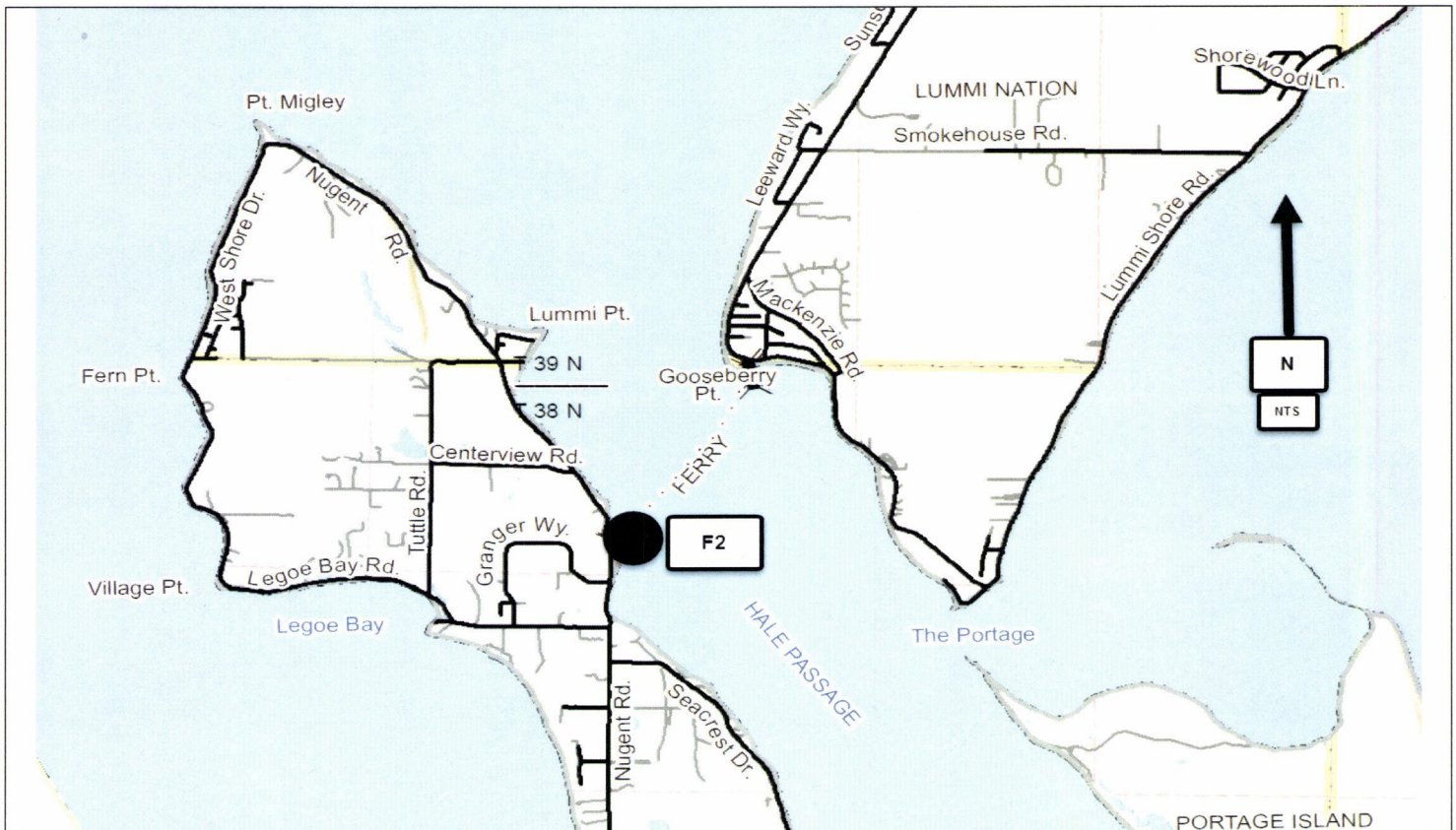
Total Estimated Project Cost: \$925,000

Expenditures to Date: \$100,000

Funding Sources:

Federal	\$656,000 (FBP funds)
State	\$
Local	\$269,000

Environmental Permitting	HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A



Gooseberry Point Terminal Preservation Project CRP # 919021

Construction Funding Year(s): 2021

Project Narrative: This project includes removing and replacing the transfer span paint system and application of overcoat paint system to the tower and apron systems. This project is listed #F3 on the 2020-2025 Six Year Transportation Improvement Program.

Project Status: Design and permitting work anticipated to be completed in 2020. Construction scheduled for 2021 to coincide with the dry dock period of the Whatcom Chief.

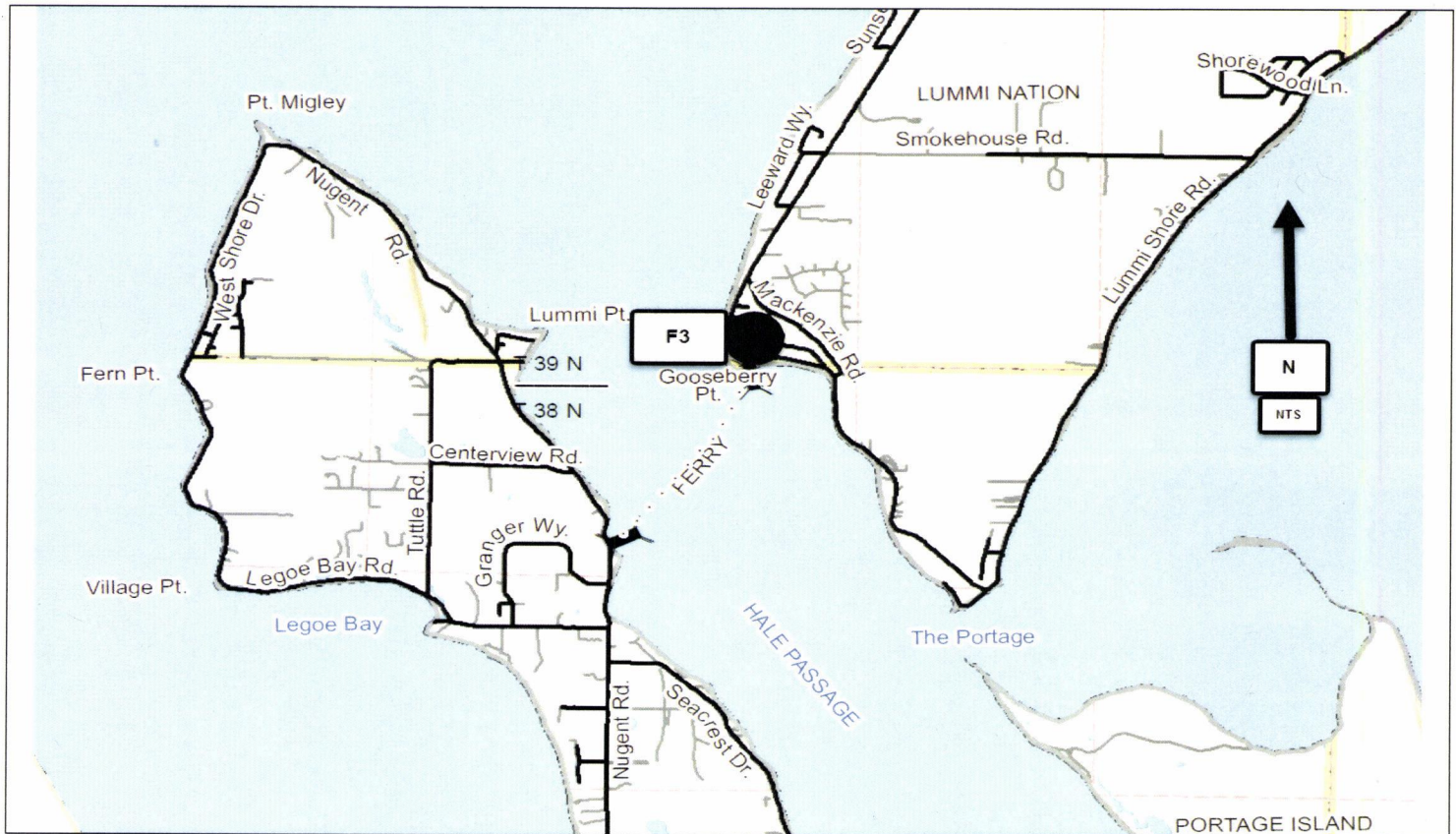
Total Estimated Project Cost: \$850,000

Expenditures to Date: \$75,000

Funding Sources:

Federal	\$
State	\$
Local	\$850,000

Environmental Permitting	HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A



Lummi Island Breakwater Replacement CRP #914015

Construction Funding Year(s): 2021

Project Narrative:

This project includes replacing the southerly breakwater at the Lummi Island ferry terminal. This structure was constructed in the mid 1980's and is reaching the end of its service life. This project is listed **#F4** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Design and permitting work expected to be completed in early 2021, with construction of this project scheduled in late 2021. Approximately \$650,000 in federal Ferry Boat Program funds will be utilized for the construction phase of this project.

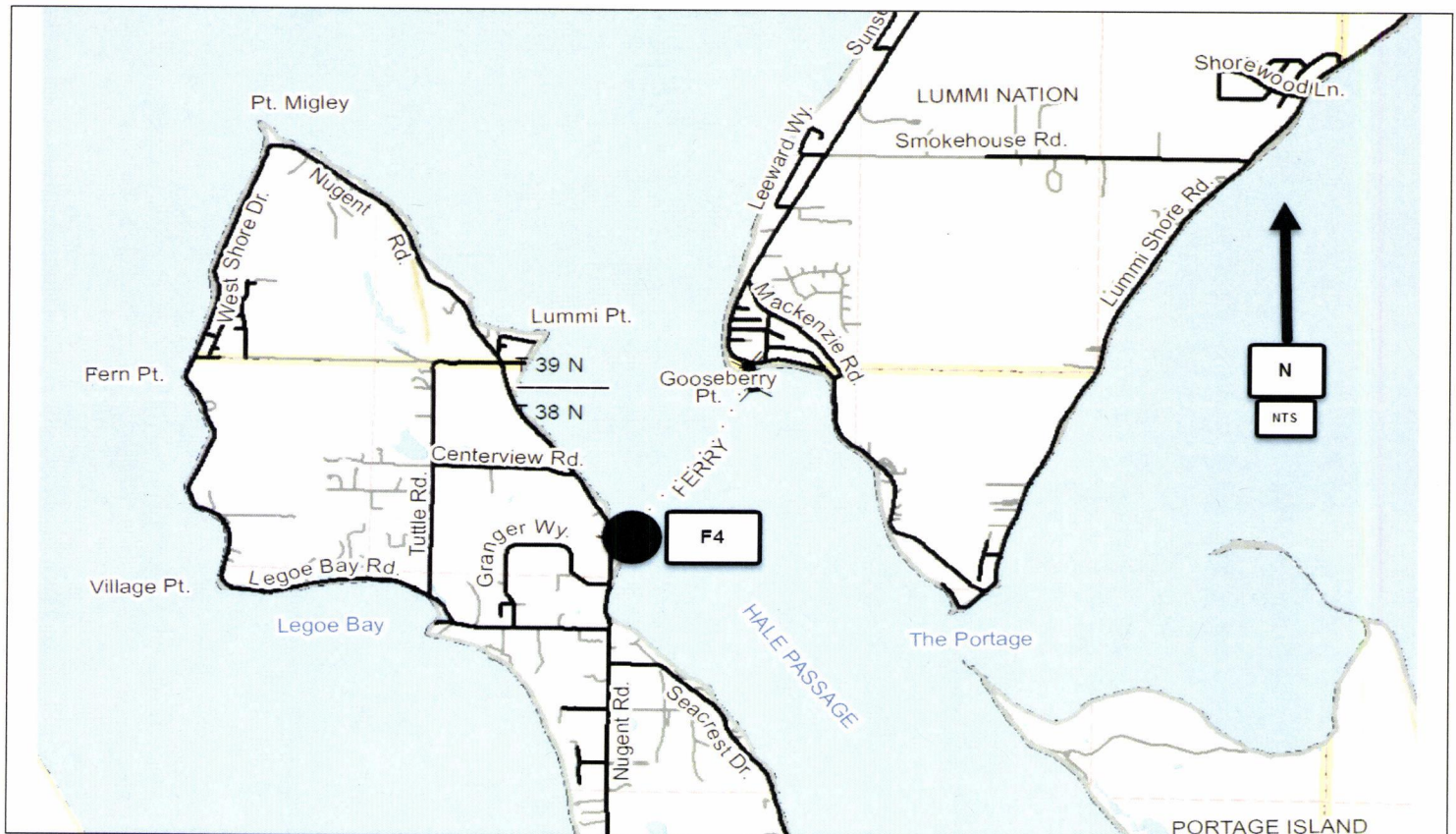
Total Estimated Project Cost: \$2,250,000

Expenditures to Date: \$175,000

Funding Sources:

Federal	\$770,000 (FBP)
State	\$
Local	\$ 1,480,000

Environmental Permitting	HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A



Relocation of Gooseberry Terminal CRP # 919009

Construction Funding Year(s): TBD

Project Narrative:

This project involves relocation of the Gooseberry Point Ferry Terminal. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed **#F5** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Early action items will likely include EIS and real estate work. This work will coincide with the next cycle of funding by the County Road Administration Board.

Total Estimated Project Cost: TBD

Expenditures to Date: \$

Funding Sources:

Federal	\$0
State	\$0
Local	\$400,000

Environmental Permitting	None Required
---------------------------------	---------------

Right-of-Way Acquisition (Estimate)	None Required
--	---------------

County Forces (Estimate)	None Required
---------------------------------	---------------



Various Bridges Rehabilitation / Replacement CRP # To Be Assigned

Construction Funding Year(s): 2020 - 2025

Project Narrative:

This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed **#Y1** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Design and construction to occur as necessary.

Total Estimated Project Cost: \$1,800,000

Expenditures to Date: N/A

Funding Sources:

Federal	\$
State	\$
Local	\$1,800,000 (STIP 2020-2025)

Environmental Permitting	TBD
---------------------------------	-----

Right-of-Way Acquisition (Estimate)	TBD
--	-----

County Forces (Estimate)	TBD
---------------------------------	-----

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.

Right of Way Acquisition
CRP # To Be Assigned

Construction Funding Year(s): 2020-2025

Project Narrative:

This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed **#Y2** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

N/A.

Total Estimated Project Cost: \$180,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$180,000 (2020-2025)

Environmental Permitting	TBD
---------------------------------	-----

Right-of-Way Acquisition (Estimate)	TBD
--	-----

County Forces (Estimate)	N/A
---------------------------------	-----

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Site Improvements CRP # To Be Assigned

Construction Funding Year(s): 2020 - 2025

Project Narrative:

This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #Y3 on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$1,800,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$1,800,000 (2020-2025)

Environmental Permitting	TBD
---------------------------------	-----

Right-of-Way Acquisition (Estimate)	TBD
--	-----

County Forces (Estimate)	N/A
---------------------------------	-----

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Stormwater Quality Improvements CRP # To Be Assigned

Construction Funding Year(s): 2020 - 2025

Project Narrative:

This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #Y4 on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$345,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$345,000 (2020-2025)

Environmental Permitting	TBD
---------------------------------	-----

Right-of-Way Acquisition (Estimate)	TBD
--	-----

County Forces (Estimate)	TBD
---------------------------------	-----

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Non-motorized Transportation Improvements CRP # To Be Assigned

Construction Funding Year(s): 2020 - 2025

Project Narrative:

This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (eg: sidewalks, trails, shoulder widening) in various locations around the county. This project is listed **#Y5** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: \$600,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$600,000 (2020-2025)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Fish Passage Project CRP # To Be Assigned

Construction Funding Year(s): 2021

Project Narrative:

This project is for the design and construction of fish passage projects. This project is listed **#Y6** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Design work will begin in 2020 with construction of the first project scheduled for 2021.

Total Estimated Project Cost: TBD

Expenditures to Date: N/A

Funding Sources:

Federal \$0

State \$0

Local \$200,000 (2020-2025) *

Environmental Permitting TBD

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Swift Creek Transportation Impacts CRP # To Be Assigned

Construction Funding Year(s): TBD

Project Narrative:

This item addresses the various projects related to Sumas Mountain/Swift Creek Slide. Locations to be determined. This project is #Y7 on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Design and construction for the various projects will be initiated in 2020 and extend through 2025.

Total Estimated Project Cost: \$600,000

Expenditures to Date:

Funding Sources:

Federal	\$0
State	\$0
Local	\$600,000 (2020-2025)

Environmental Permitting	N/A
---------------------------------	-----

Right-of-Way Acquisition (Estimate)	N/A
--	-----

County Forces (Estimate)	N/A
---------------------------------	-----

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Railroad Crossing Improvements CRP # To Be Assigned

Construction Funding Year(s):

2020 - 2025

Project Narrative:

Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y8** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

Total Estimated Project Cost: \$300,000

Expenditures to Date: - 0 -

Funding Sources:

Federal	\$0
State	\$0
Local	\$300,000 (2020-2025)

Environmental Permitting	TBD
---------------------------------	-----

Right-of-Way Acquisition (Estimate)	TBD
--	-----

County Forces (Estimate)	TBD
---------------------------------	-----

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Beam Guardrail Replacements/Upgrades
CRP # To Be Assigned

Construction Funding Year(s): 2020 - 2025

Project Narrative:

Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y9** on the 2020-2025 Six Year Transportation Improvement Program.

Project Status:

Locations and prioritization of projects is on-going, with close coordination with M&O Division and Traffic Section.

Total Estimated Project Cost: \$600,000

Expenditures to Date: - 0 -

Funding Sources:

Federal	\$0
State	\$0
Local	\$600,000 (2020-2025)

Environmental Permitting	SEPA, Clrg/CAO,
---------------------------------	-----------------

Right-of-Way Acquisition (Estimate)	TBD
--	-----

County Forces (Estimate)	TBD
---------------------------------	-----

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Whatcom County Public Works

Road Fund

FUND BALANCE

Cash Flow Projections (\$ in millions)

1	2	3	4	5	6	7	8	9	10
Year	General		Non-Capital		Capital Program		Ending Fund Balance	Designated Fund Balance	Available Fund Balance
	Revenue	Expense	Revenue	Expense	Revenue	Net			
act. 2007	\$21.986	(\$16.907)	\$5.079		\$1.603	(\$8.994)	\$8.490	\$0.000	\$8.490
act. 2008	\$23.366	(\$18.844)	\$4.522		\$2.471	(\$5.541)	\$9.943	\$0.000	\$9.943
act. 2009	\$23.987	(\$17.221)	\$6.766		\$6.882	(\$8.737)	\$14.853	\$0.829	\$14.024
act. 2010	\$23.184	(\$18.494)	\$4.690		\$3.813	(\$4.481)	\$18.875	\$0.290	\$18.585
act. 2011	\$24.136	(\$17.733)	\$6.403		\$1.078	(\$2.038)	\$24.318	\$0.397	\$23.921
act. 2012	\$24.628	(\$17.904)	\$6.724		\$1.103	(\$2.953)	\$29.192	\$10.460	\$18.732
act. 2013	\$26.646	(\$25.083)	\$1.563		\$3.922	(\$5.210)	\$29.467	\$17.204	\$12.263
act. 2014	\$24.518	(\$18.147)	\$6.370		\$7.426	(\$9.450)	\$33.814	\$11.434	\$22.380
act. 2015	\$25.125	(\$20.406)	\$4.719		\$6.884	(\$13.315)	\$32.101	\$12.151	\$19.950
act. 2016	\$25.270	(\$21.455)	\$3.815		\$3.700	(\$7.064)	\$32.552	\$12.250	\$20.302
act. 2017	\$27.224	(\$22.458)	\$4.766		\$0.672	(\$7.008)	\$30.982	\$9.394	\$21.588
act. 2018	\$27.695	(\$22.657)	\$5.037		\$1.114	(\$3.954)	\$33.179	\$9.000	\$24.179
est. 2019	\$28.951	(\$23.287)	\$5.664		\$3.944	(\$10.584)	\$32.204	\$10.000	\$22.204
proj. 2020	\$28.642	(\$23.869)	\$4.773		\$3.821	(\$20.922)	\$19.875	\$10.000	\$9.875
proj. 2021	\$29.509	(\$24.466)	\$5.043		\$3.359	(\$13.795)	\$14.482	\$10.000	\$4.482
proj. 2022	\$30.357	(\$25.078)	\$5.279		\$0.000	(\$4.540)	\$15.221	\$10.000	\$5.221
proj. 2023	\$31.281	(\$25.705)	\$5.576		\$0.800	(\$4.657)	\$16.940	\$10.000	\$6.940
proj. 2024	\$32.247	(\$26.348)	\$5.898		\$0.165	(\$2.200)	\$20.804	\$10.000	\$10.804
proj. 2025	\$33.276	(\$27.007)	\$6.269		\$0.000	(\$1.050)	\$26.022	\$10.000	\$16.022

7/23/2019

Whatcom County Public Works
Road Fund
Cash Flow Projections (\$ in millions)

ATTACHMENT "C2"
REVENUES

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Year	Property Tax Revenue	General Fuel Tax	Private Timber Harvest	Federal Forest	State Forest	Ferry Tolls	Fuel Tax Ferry Deficit	Reimb.	Interfund Charges	Other Revenue	Total Non-Const. Revenue	Const. Grants & Loans	Total Revenue
act. 2007	\$14.985	\$3.828	\$0.141	\$0.874	\$0.240	\$0.000	\$0.000	\$0.336	\$0.829	\$0.753	\$21.986	\$1.603	\$23.589
act. 2008	\$15.744	\$4.115	\$0.167	\$0.790	\$1.034	\$0.000	\$0.000	\$0.230	\$0.669	\$0.617	\$23.366	\$2.471	\$25.837
act. 2009	\$15.802	\$3.631	\$0.092	\$0.709	\$0.453	\$0.000	\$0.000	\$0.140	\$1.148	\$2.012	\$23.987	\$6.882	\$30.869
act. 2010	\$16.276	\$3.778	\$0.093	\$0.639	\$0.292	\$0.000	\$0.000	\$0.361	\$0.777	\$0.968	\$23.184	\$3.813	\$26.997
act. 2011	\$16.841	\$3.734	\$0.181	\$0.515	\$0.517	\$0.000	\$0.000	\$0.351	\$0.732	\$1.265	\$24.136	\$1.078	\$25.214
act. 2012	\$16.876	\$3.784	\$0.282	\$0.454	\$0.739	\$0.000	\$0.000	\$0.333	\$0.695	\$1.465	\$24.628	\$1.103	\$25.731
act. 2013	\$17.167	\$3.888	\$0.196	\$0.000	\$0.474	\$0.000	\$0.000	\$0.406	\$0.706	\$3.809	\$26.646	\$3.922	\$30.567
act. 2014	\$17.520	\$3.906	\$0.144	\$0.469	\$0.285	\$0.000	\$0.000	\$0.361	\$0.626	\$1.207	\$24.518	\$7.426	\$31.944
act. 2015	\$17.778	\$4.012	\$0.256	\$0.432	\$0.533	\$0.000	\$0.000	\$0.348	\$0.515	\$1.251	\$25.125	\$6.884	\$32.009
act. 2016	\$18.128	\$4.322	\$0.182	\$0.428	\$0.208	\$0.000	\$0.000	\$0.246	\$0.688	\$1.067	\$25.270	\$3.700	\$28.970
act. 2017	\$18.911	\$4.427	\$0.165	\$0.079	\$0.230	\$0.000	\$0.000	\$0.432	\$0.720	\$2.261	\$27.224	\$0.672	\$27.896
act. 2018	\$19.208	\$4.556	\$0.276	\$0.397	\$0.501	\$0.000	\$0.000	\$0.679	\$0.645	\$1.433	\$27.695	\$1.114	\$28.808
est. 2019	\$19.705	\$4.752	\$0.312	\$0.458	\$0.452	\$0.000	\$0.000	\$0.693	\$0.664	\$1.915	\$28.951	\$3.944	\$32.895
proj. 2020	\$20.221	\$4.959	\$0.342	\$0.468	\$0.452	\$0.000	\$0.000	\$0.707	\$0.684	\$0.809	\$28.642	\$3.821	\$32.463
proj. 2021	\$20.792	\$5.118	\$0.423	\$0.465	\$0.452	\$0.000	\$0.000	\$0.721	\$0.705	\$0.832	\$29.509	\$3.359	\$32.868
proj. 2022	\$21.262	\$5.316	\$0.550	\$0.465	\$0.452	\$0.000	\$0.000	\$0.735	\$0.726	\$0.850	\$30.357	\$0.000	\$30.357
proj. 2023	\$21.831	\$5.526	\$0.636	\$0.465	\$0.452	\$0.000	\$0.000	\$0.750	\$0.748	\$0.873	\$31.281	\$0.800	\$32.081
proj. 2024	\$22.391	\$5.737	\$0.770	\$0.465	\$0.452	\$0.000	\$0.000	\$0.765	\$0.770	\$0.896	\$32.247	\$0.165	\$32.412
proj. 2025	\$22.971	\$5.948	\$0.948	\$0.465	\$0.452	\$0.000	\$0.000	\$0.780	\$0.793	\$0.919	\$33.276	\$0.000	\$33.276

Notes

A Ferry Fund created 1/1/2006 - ferry toll and ferry deficit revenues no longer included in the Road Fund

Road Fund

EXPENDITURES

Cash Flow Projections (\$ in millions)

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Year	108100 M & O	108110 Noxious Weed	Loan Repmnt.	10890 Undist. Admin.	Admin. & Acct.	10851 Eng. Admin.	10852/1 Undist. Const. Eng.	10853/1 0854 Eng. Traffic & Develop.	Reimb. Work	108131/1 08920 Other	Total Non- Const.	90000.99999 CRP & PBB Const.	Total Expense
act. 2007	\$10.177	\$0.162	\$0.000	\$1.837	\$1.433	\$0.629	\$0.949	\$1.153	\$0.309	\$0.258	\$16.907	\$8.994	\$25.901
act. 2008	\$10.917	\$0.181	\$0.000	\$1.800	\$2.257	\$0.830	\$0.912	\$1.312	\$0.334	\$0.300	\$18.844	\$5.541	\$24.385
act. 2009	\$10.579	\$0.192	\$0.000	\$0.000	\$2.347	\$1.719	\$0.204	\$1.303	\$0.519	\$0.358	\$17.221	\$8.737	\$25.958
act. 2010	\$10.005	\$0.212	\$0.000	\$0.043	\$2.772	\$0.982	\$0.668	\$1.355	\$0.441	\$2.014	\$18.494	\$4.481	\$22.975
act. 2011	\$10.900	\$0.246	\$0.000	\$0.336	\$2.478	\$0.869	\$0.861	\$1.282	\$0.580	\$0.181	\$17.733	\$2.038	\$19.771
act. 2012	\$11.316	\$0.224	\$0.000	(\$0.099)	\$2.486	\$0.934	\$1.009	\$1.333	\$0.517	\$0.184	\$17.904	\$2.953	\$20.857
act. 2013	\$11.557	\$0.213	\$0.000	\$6.851	\$2.529	\$0.868	\$1.239	\$1.272	\$0.531	\$0.023	\$25.083	\$5.210	\$30.293
act. 2014	\$12.019	\$0.209	\$0.000	(\$0.119)	\$2.333	\$0.865	\$1.054	\$1.310	\$0.477	\$0.000	\$18.147	\$9.450	\$27.597
act. 2015	\$13.345	\$0.180	\$0.000	\$0.231	\$2.978	\$0.900	\$0.917	\$1.410	\$0.432	\$0.013	\$20.406	\$13.315	\$33.721
act. 2016	\$13.858	\$0.220	\$0.000	\$0.008	\$3.357	\$0.971	\$1.187	\$1.495	\$0.317	\$0.041	\$21.455	\$7.064	\$28.519
act. 2017	\$14.175	\$0.240	\$0.000	\$0.526	\$3.293	\$1.009	\$1.183	\$1.466	\$0.555	\$0.012	\$22.458	\$7.008	\$29.466
act. 2018	\$13.939	\$0.249	\$0.000	\$0.295	\$3.361	\$1.010	\$1.416	\$1.508	\$0.862	\$0.017	\$22.657	\$3.954	\$26.611
act. 2019	\$13.957	\$0.283	\$0.000	\$0.112	\$4.000	\$1.036	\$1.451	\$1.546	\$0.884	\$0.018	\$23.287	\$10.584	\$33.871
proj. 2020	\$14.306	\$0.290	\$0.000	\$0.115	\$4.100	\$1.062	\$1.488	\$1.585	\$0.906	\$0.019	\$23.869	\$20.922	\$44.791
proj. 2021	\$14.663	\$0.297	\$0.000	\$0.118	\$4.203	\$1.088	\$1.525	\$1.624	\$0.928	\$0.020	\$24.466	\$13.795	\$38.261
proj. 2022	\$15.030	\$0.305	\$0.000	\$0.121	\$4.308	\$1.115	\$1.563	\$1.665	\$0.952	\$0.020	\$25.078	\$4.540	\$29.618
proj. 2023	\$15.406	\$0.312	\$0.000	\$0.124	\$4.415	\$1.143	\$1.602	\$1.706	\$0.975	\$0.021	\$25.705	\$4.657	\$30.362
proj. 2024	\$15.791	\$0.320	\$0.000	\$0.127	\$4.526	\$1.172	\$1.642	\$1.749	\$1.000	\$0.022	\$26.348	\$2.200	\$28.548
proj. 2025	\$16.186	\$0.328	\$0.000	\$0.130	\$4.639	\$1.201	\$1.683	\$1.793	\$1.025	\$0.023	\$27.007	\$1.050	\$28.057

Attachment "D"

2019

Whatcom County Priority Rating Program

2019

Rating	Road Name	From	To	Length	FFC
30	Lake Louise Road	Gate 13 (SV)	Austin Street	1.97	16
30	North Shore Road	Bellingham C/L	Y Road	2.87	16
31	Lake Louise Road	Gate 5 (SV)	Gate 13 (SV)	1.59	16
32	Lake Louise Road	Lake Whatcom Boulevard	Gate 5 (SV)	0.50	16
33	Lake Whatcom Boulevard	UAB	South Bay Drive	1.95	7
33	Marine Drive	Wynn Road	Old Marine Drive	0.44	16
35	Marine Drive	Bridge #5	Rural Avenue	1.16	7
38	Yew Street Road	Tacoma Av (private)	Samish Way	0.71	17
39	Cain Lake Road	NE Cain Lk Rd	Lake Whatcom Boulevard	0.37	7
39	South Pass Road	North Pass Road	Frost Road	4.16	7
40	Beach Way	Slater Road	Sucia Drive	0.36	8
40	Birch Bay Drive	Alderson Road	Harborview Road	1.14	17
40	Haxton Way	Kwina Road	Slater Road	1.82	7
40	Hovander Road	Smith Road (W)	Ferndale C/L	0.29	16
40	South Pass Road	Goodwin Road	North Pass Road	1.74	7
41	Ferndale Road	Marine Drive	Slater Road	1.89	7
41	Goodman Road	Johnson Road	Meadow Lane	0.25	8
41	Lake Whatcom Boulevard	Lake Louise Road	UAB	0.93	17
41	Nugent Road	Ferry Dock	West Shore Drive	2.49	8
41	Rural Avenue	Curtis Road	Ferndale C/L	0.58	17
41	Silver Lake Road	SR 542	Rock Quarry	3.22	8
41	Wiser Lake Road (E)	SR 539	Hannegan Road	2.12	18
42	Bay Road	Blaine Road	Kickerville Road	0.98	7
42	Bay Road	Kickerville Road	Bruce Road	2.76	7
42	Ferndale Road	Slater Road	Ulrich Road	1.05	7
42	Ferndale Road	Ulrich Road	Ferndale C/L	0.38	16
42	Harborview Road	Lincoln Road	Drayton Harbor Road	0.47	17
42	Marine Drive	Old Marine Drive	McAlpine Rd	0.73	16
42	Mountain View Road	Lake Terrell Road	Olson Road	2.00	7
42	Mountain View Road	Olson Road	Ferndale C/L	0.77	16
42	Van Wyck Road	Hannegan Road	SR 542	2.15	7
43	Cedarville Road	Goshen Road	SR 542	1.39	8
43	North Telegraph Road	Sorenson Road	Badger Road (E)	2.19	8
43	North Telegraph Road	Badger Road (E)	SR 547	1.88	8
43	Vista Drive	Grandview Road	Bay Road	1.61	7
44	Airport Drive	Alderwood Avenue	Airport Way	0.46	16
44	Birch Bay Drive	Shintaffer Road	Birch Point Road	0.66	17
44	Drayton Harbor Road	Blaine C/L	Harborview Road	1.16	18
44	Drayton Harbor Road	Harborview Road	Blaine Road	0.90	17
44	H Street Road	Axling Road	Sunrise Road	3.78	7
44	Portal Way	Birch Bay Lynden Road	Hall Road	3.32	7
44	Portal Way	Hall Road	Blaine C/L	0.41	17
44	Silver Lake Road	Rock Quarry	South Pass Road	2.67	8
44	Vista Drive	Ferndale C/L	Grandview Road	1.67	17
45	APA Road	Tyee Drive	Boundary Bay Road	1.50	8
45	Axton Road (E)	SR 539	Hannegan Road	1.97	7

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, traffic types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors

14, 16, 17 & 18 - Urban arterials/collectors

2019
Whatcom County
Priority Rating Program

2019

Rating	Road Name	From	To	Length	FFC
45	Curtis Road	Country Lane	Rural Avenue	1.50	17
45	H Street Road	Sunrise Road	Blaine C/L	2.72	7
45	Lake Whatcom Boulevard	Seaplane Road	Lake Louise Road	1.39	17
45	Marine Dr / Edwards Dr	Gulf Road	Marina Drive	1.27	8
45	Marine Dr/Lummi Shore Dr	Kwina Road	Bridge #5	0.41	7
45	Slater Road	Beach Way	Lake Terrell Road	1.09	8
45	Smith Road (W)	Hovander Road	Ferndale C/L	0.17	16
45	South Bay Drive	Lake Whatcom Boulevard	Brannigan Creek	2.77	8
45	Wiser Lake Road (W)	Northwest Drive	Old Guide Road	2.18	8
46	Alderwood Avenue	Marine Drive	Airport Drive	0.34	16
46	Badger Road (W)	Sunrise Road	Markworth Road	2.01	7
46	Bancroft Road	Marine Drive	Country Lane	0.59	16
46	Benson Road	Teller Road	Boundary Bay Road	1.75	8
46	Birch Bay Drive	Harborview Road	Shintaffer Road	0.95	17
46	Fazon Road	Goshen Road	Hemmi Road (E)	0.77	8
46	Goshen Road	Fazon Road	Cedarville Road	1.23	8
46	Grandview Road	Point Whitehorn Way	Jackson Road	0.98	7
46	Lake Samish Drive (W)	Nulle Road	Summerland Road	1.73	8
46	Lake Whatcom Boulevard	Cable Street	Strawberry Point Road	1.50	17
46	Lummi Shore Drive	Kwina Road	Haxton Way	1.08	8
46	Lummi View Drive	Gooseberry Spur	Mackenzie Rd / Haxton Wy	0.44	7
46	Nugent Road	Sunrise Road	Granger Road	1.33	8
46	Shintaffer Road	Lincoln Road	Birch Bay Drive	0.60	17
46	South Bay Drive	Brannigan Creek	Park Road	0.94	8
46	West Shore Drive	Legoe Bay Road	Nugent Road	2.31	8
47	Cain Lake Road	Skagit County Line	NE Cain Lk Rd	1.80	7
47	Country Lane	Rural Avenue	Bancroft Road	0.82	16
47	Goodwin Road	Sorenson Road	South Pass Road	1.00	8
47	H Street Road	SR 539	Axling Road	1.24	7
47	Halverstick Road	Crape Road	Garrison Road	1.00	8
47	Jackson Road	Birch Bay Drive	UAB	0.92	18
47	Marine Drive	Gulf Road	Roosevelt Road	1.27	8
47	Mosquito Lake Road	North Fork Road	SR 542	0.95	8
47	Northwest Drive	Pole Road (W)	Wiser Lake Road (W)	0.84	8
47	Slater Road	Lake Terrell Road	Haxton Way	2.50	7
47	Van Buren Road	MP 3.34	Halverstick Road	1.41	8
48	Alderwood Avenue	Airport Drive	Bellingham C/L	0.71	17
48	Halverstick Road	Northwood Road	Van Buren Road	3.54	8
48	Halverstick Road	Van Buren Road	Crape Road	1.02	8
48	Hopewell Road	Siper Road	Goodwin Road	0.23	8
48	Johnson Road	Tyee Drive	Boundary Bay Road	1.51	8
48	Kickerville Road	Rainbow Road	Grandview Road	2.01	7
48	Lake Samish Drive (N)	Lake Samish Drive (E)	Old Samish Road	0.87	8
48	Lake Whatcom Boulevard	Strawberry Point Road	Seaplane Road	1.53	17
48	Laurel Road (E)	SR 539	Hannegan Road	1.97	8
48	Lummi View Drive	Lummi Shore Road	Goosebery spur	1.69	8

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors

14, 16, 17 & 18 - Urban arterials/collectors

2019
Whatcom County
Priority Rating Program

2019

Rating	Road Name	From	To	Length	FFC
48	Marine Drive	Bancroft Road	Wynn Road	0.20	16
48	Northwood Road	Hampton Road	Lynden C/L	0.75	8
48	Northwood Road	SR 546	Halverstick Road	2.01	8
49	Boundary Bay Road	APA Road	Johnson Road	1.00	8
49	Goodwin Road	South Pass Road	Hopewell Road	2.54	8
49	Haxton Way	Mackenzie Road	Balch Road	0.94	7
49	Kickerville Road	Bay Road	Birch Bay Lynden Road	2.02	8
49	Lake Samish Drive (W)	Summerland Road	Lake Samish Drive (N)	0.87	8
49	Mosquito Lake Road	Hutchinson Creek	Middle Fork Bridge	3.89	8
49	Mosquito Lake Road	Middle Fork Bridge	Township Line	2.75	8
49	Mosquito Lake Road	Township Line	North Fork Road	1.94	8
49	Slater Road	Ferndale Road	Ferndale C/L	1.40	7
49	Smith Road (E)	Mission Road	SR 542	2.24	7
49	South Pass Road	Frost Road	SR 547	1.24	7
49	Van Buren Road	Hampton Road	Lindsay Road	0.55	7
49	Van Dyk Road	Theil Road	Everson Goshen Road	2.62	8
49	Wiser Lake Road (W)	Old Guide Road	SR 539	0.50	18
50	Badger Road (E)	Garrison Road	North Telegraph Road	0.33	8
50	Birch Bay Drive	State Park (north gate)	Alderson Road	1.18	17
50	Birch Bay Lynden Road	Enterprise Road (N)	Rathbone Road	2.03	7
50	Haxton Way	Balch Road	Kwina Road	3.28	7
50	Lake Samish Drive (N)	Lake Samish Drive (W)	Lake Samish Drive (E)	0.93	8
50	Laurel Road (W)	Northwest Drive	Aldrich Road	0.99	17
50	Laurel Road (W)	Aldrich Road	SR 539	1.51	8
50	Pole Road (W)	Old Guide Rd	SR 539	0.51	17
50	Smith Road (E)	Noon Road	Mission Road	2.01	7
50	Van Dyk Road	Hannegan Road	Theil Road	0.98	8
50	Weidkamp Road	Badger Road (W)	H Street Road	1.96	8
51	Birch Bay Lynden Road	Rathbone Road	Berthusen Road	1.01	7
51	Hemmi Road (E)	Everson Goshen Road	Mission Road	1.00	8
51	Lincoln Road	Blaine C/L	0.05 m. west of Shintaffer Rd	0.39	17
51	Lummi Shore Drive	Cagey Road	Marine Drive	2.76	8
51	Mosquito Lake Road	SR 9	Dike Road DNR	1.68	8
51	Mosquito Lake Road	Dike Road DNR	Hutchinson Creek	3.17	8
51	Northwest Drive	Smith Road (W)	Paradise Road	1.76	16
51	Pacific Highway	Bellingham C/L	Slater Road	1.34	17
51	Samish Way	Old Samish Road	Galbraith Lane	1.51	8
51	Samish Way	Galbraith Lane	Bellingham C/L	1.52	17
51	Siper Road	MP 0.81	Hopewell Road	0.99	8
51	Slater Road	Ferndale C/L	Northwest Drive	1.03	16
51	Sunrise Road	Badger Road (W)	H Street Road	2.02	8
51	Tyee Drive	APA Road	Benson Road	0.50	7
52	Birch Bay Lynden Road	UAB	Portal Way	2.41	7
52	Birch Bay Lynden Road	Delta Line Road	Enterprise Road (N)	1.90	7
52	Birch Bay Lynden Road	Berthusen Road	Lynden C/L	0.52	16
52	Birch Point Road	Semiahmoo Drive	Birch Bay Village Entrance	1.58	17

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, traffic types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors
14, 16, 17 & 18 - Urban arterials/collectors

2019
Whatcom County
Priority Rating Program

2019

Rating	Road Name	From	To	Length	FFC
52	Breckenridge Road	Nooksack C/L	Sorenson Road	1.12	8
52	Custer School Road	Creasy Road	Birch Bay Lynden Road	0.50	8
52	Everson Goshen Road	Smith Road (E)	Hemmi Road (E)	2.01	7
52	Harksell Road	Enterprise Road	Enterprise Road (N)	0.38	7
52	Hemmi Road (E)	Hannegan Road	Everson Goshen Road	3.05	8
52	Loomis Trail Road	Bob Hall Road	Bertrand Creek Bridge #30	1.43	8
52	Loomis Trail Road	Bertrand Creek Bridge #30	Berthusen Road	0.62	18
52	Lummi Shore Road	Lummi View Drive	Smokehouse Road	2.38	8
52	Meadow Lane	Goodman Road	Roosevelt Road	0.26	8
52	Mountain View Road	Rainbow Road	Lake Terrell Road	0.50	7
52	Nulle Road	Lake Samish Drive (W)	I-5	0.62	8
52	Semiahmoo Drive	Elderberry Lane	Blaine C/L	0.96	17
52	Slater Road	Haxton Way	Imhof Road	0.98	7
53	Birch Bay Lynden Road	Harborview Road	UAB	1.25	17
53	Cedarwood Avenue	Bennett Drive	Bellingham C/L	0.10	17
53	Enterprise Road (N)	Harksell Road	Birch Bay Lynden Road	2.00	7
53	Everson Goshen Road	SR 542	Smith Road (E)	1.99	7
53	Everson Goshen Road	Hemmi Road (E)	Pole Road (E)	2.08	7
53	Gooseberry Spur	Lummi view Drive	Ferry Dock	0.05	7
53	Harborview Road	Birch Bay Drive	Lincoln Road	1.17	17
53	Legoe Bay Road	Nugent Road	West Shore Drive	1.67	8
53	Loomis Trail Road	Blaine Road	Portal Way	1.75	8
53	Lummi Shore Road	Smokehouse Road	Cagey Road	1.01	8
53	Northwest Drive	Bellingham C/L	Smith Road (W)	2.54	16
53	Old Samish Road	Lake Samish Drive (N)	Bellingham C/L	3.20	8
53	Olson Road	Aldergrove Road	Mountain View Road	1.99	8
53	Rainbow Road	Mountain View Road	Kickerville Road	1.20	7
53	Rock Road	Sumas Road	Nims Road	2.90	8
53	Sucia Drive	BMP	Beach Way	1.87	8
53	Van Buren Road	Lindsay Road	SR 546	1.00	7
53	Y Road	North Shore Road	Jensen Road	1.87	8
54	Airport Drive	Airport Way	Bellingham C/L	0.07	16
54	Austin Street	Lake Louise Road	Cable Street	0.37	16
54	Bennett Drive	Marine Drive	Bellingham C/L	1.09	17
54	Berthusen Road	Loomis Trail Road	West Main Street	0.26	18
54	Birch Bay Lynden Road	MP 4.20	Delta Line Road	1.82	7
54	Birch Point Road	Birch Bay Village Entrance	Birch Bay Drive	0.40	17
54	Hampton Road	UAB	Northwood Road	1.66	7
54	Hampton Road	Northwood Road	Van Buren Road	2.99	7
54	Jackson Road	UAB	Grandview Road	0.51	8
54	Lakeway Drive	Bellingham C/L	Terrace Avenue (N)	0.63	16
54	Northwest Drive	Paradise Road	Pole Road (W)	2.00	7
54	Olson Road	Vista Drive	Aldergrove Road	1.90	8
54	Portal Way	Ferndale C/L	Faris Road	1.16	16
54	Portal Way	Faris Road	Birch Bay Lynden Road	2.85	7
54	Siper Road	SR 9	MP 0.81	0.81	8

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, traffic types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors

14, 16, 17 & 18 - Urban arterials/collectors

2019
Whatcom County
Priority Rating Program

2019

Rating	Road Name	From	To	Length	FFC
54	Smith Road (E)	SR 539	Hannegan Road	1.96	7
54	South Pass Road	Nooksack C/L	Goodwin Road	1.23	7
54	South Pass Road	SR 547	Silver Lake Road	4.99	8
54	Y Road	Jensen Road	SR 542	2.55	8
55	Birch Bay Drive	Point Whitehorn Way	State Park (north gate)	0.76	17
55	Grandview Road	Ferndale C/L	UAB	0.40	17
55	Hannegan Road	Bellingham C/L	Smith Road E	2.27	7
55	Hemmi Road (E)	SR 539	Hannegan Road	1.97	8
55	Lake Terrell Road	Slater Road	Mountain View Road	2.00	7
55	Marina Drive	Edwards Drive	APA Road	0.56	8
55	Sunrise Road	Nugent Road	Seacrest Drive	0.75	8
55	Valleyview Road	Birch Bay Lynden Road	Haynie Road	2.45	8
55	Van Buren Road	Everson C/L	Hampton Road	1.09	7
55	Weidkamp Road	Loomis Trail Road	Badger Road (W)	1.02	8
56	Cottonwood Avenue	Bennett Drive	Bellingham C/L	0.09	17
56	Custer School Road	Main Street	Creasy Road	0.77	8
56	Marine Drive	Bennett Drive	Bellingham C/L	0.29	16
56	Roosevelt Road	Tyee Drive	Meadow Lane	1.37	8
56	Seacrest Drive	Sunrise Road	Scenic Estates	1.21	8
56	Van Wyck Road	BMP	Hannegan Road	0.40	7
57	Axton Road (W)	Ferndale C/L	Northwest Drive	0.86	16
57	Baker Lake Road	Skagit County Line	MP 3.93	3.93	7
57	Britton Road	Bellingham C/L	Bellingham C/L	1.32	16
57	Bruce Road	Bay Road	Main Street	0.74	8
57	Hannegan Road	Smith Road (E)	Hemmi Road (E)	2.07	7
57	Lindsay Road	Van Buren Road	Van Buren Road	0.31	7
57	Marine Drive	McAlpine Rd	Bennett Drive	0.62	16
57	Pole Road (W)	Northwest Drive	Old Guide Rd	2.22	7
57	Terrace Avenue (N)	Lakeway Drive	Cable Street	0.16	16
58	Alderson Road	Birch Bay Drive	Blaine Road	0.85	18
58	Cable Street	Terrace Avenue (N)	Lake Whatcom Boulevard	0.51	16
58	Grandview Road	UAB	Dahlberg Road	0.33	7
58	Roosevelt Road	Marine Drive	Tyee Drive	0.93	8
59	Gulf Road	Marine Drive	Tyee Drive	0.65	7
59	Kickerville Road	Grandview Road	Bay Road	1.00	7
59	Park Road	South Bay Drive	SR 9	2.78	8
59	Smith Road (W)	Ferndale C/L	Northwest Drive	0.57	16
59	Sorenson Road	Breckenridge Road	North Telegraph Road	0.47	8
59	Tyee Drive	Benson Road	Roosevelt Road	0.95	7
59	Van Buren Road	SR 546	MP 3.34	0.63	8
59	Yew Street Road	Spring Valley Dr (private)	Tacoma Av (private)	0.28	17
60	Birch Bay Lynden Road	Portal Way	MP 4.20	0.54	7
60	Boundary Road (E)	SR 539	Benson Road	0.96	8
60	Hampton Road	Lynden C/L	UAB	0.04	17
60	Main Street	Bruce Road	Custer School Road	0.24	8
60	Point Whitehorn Road	Grandview Road	Birch Bay Drive	0.57	17

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
drainage, traffic volumes, traffic types, accident history
UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors

14, 16, 17 & 18 - Urban arterials/collectors

2019
Whatcom County
Priority Rating Program

2019

Rating	Road Name	From	To	Length	FFC
60	Sweet Road	Blaine C/L	Stadsvold Road	1.44	7
60	Yew Street Road	Bellingham C/L	Spring Valley Dr (private)	1.06	17
61	Axton Road (W)	Northwest Drive	UAB	0.25	16
61	Axton Road (W)	UAB	SR 539	2.25	7
61	Bender Road	Boundary Road (E)	Visser Road	0.37	8
61	Boundary Road (E)	Bender Road	Northwood Road	1.49	8
61	Enterprise Road	Ferndale C/L	Harksell Road	1.79	17
61	Enterprise Road (N)	Birch Bay Lynden Road	Loomis Trail Road	1.01	8
61	Kickerville Road	Birch Bay Lynden Road	Loomis Trail Road	1.00	8
61	Kwina Road	Haxton Way	Lummi Shore Road	0.96	7
61	Nugent Road	Granger Road	Ferry Dock	0.19	8
61	Smith Road (E)	Hannegan Road	Noon Road	2.02	7
61	Smith Road (W)	Northwest Drive	Waschke Road	0.50	17
61	Smith Road (W)	Waschke Road	SR 539	2.00	7
61	Stadsvold Road	Haynie Road	Sweet Road	0.52	7
62	Benson Road	Visser Road	Boundary Road (E)	0.36	8
62	Haynie Road	Valleyview Road	Delta Line Road	2.01	7
62	Nulle Road	I-5	Skagit County Line	0.59	7
62	Semiahmoo Drive	Birch Point Road	Elderberry Lane	1.49	17
63	Delta Line Road	Badger Road (W)	Haynie Road	0.48	7
63	Haynie Road	Stadsvold Road	Valleyview Road	1.24	7
63	Northwood Road	Halverstick Road	Boundary Road (E)	0.62	8
64	Badger Road (W)	Delta Line Road	Sunrise Road	0.86	7
64	Hannegan Road	Nooksack Bridge #252	Lynden C/L	0.43	17
65	Badger Road (W)	Markworth Road	SR 539	3.05	7
65	Hannegan Road	Beard Rd	UAB	0.71	17
65	Hannegan Road	UAB	Nooksack Bridge #252	2.88	7
65	Lincoln Road	0.05 m. west of Shintaffer Rd	Harborview Road	0.79	17
65	Slater Road	Imhof Road	Ferndale Road	0.49	7
66	Country Lane	Bancroft Road	Curtis Road	0.07	17
66	Grandview Road	Jackson Road	Blaine Road	1.02	7
66	Hannegan Road	Hemmi Road (E)	Beard Rd	1.51	7
66	Loomis Trail Road	Sunrise Road	Bob Hall Road	2.00	8
68	Visser Road	Bender Road	Benson Road	1.00	8
73	Sunrise Road	Birch Bay Lynden Road	Badger Road (W)	2.01	8

Total miles = 356.64

Rating: 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride,
 drainage, traffic volumes, traffic types, accident history
 UC - Under construction

Federal Functional Classification (FFC):

7 & 8 - Rural collectors

14, 16, 17 & 18 - Urban arterials/collectors



2018 Annual Bridge Report



Prepared by the Whatcom County Public
Works Bridge and Hydraulic Group
Submitted September 2019

Whatcom County

2018 Bridge Report

Submitted: September 2019

This bridge report is prepared by Whatcom County Public Works Bridge and Hydraulic Division under the direction of the County Engineer each year to fulfill requirements of the Washington Administrative Code (WAC) 136-20-060. This WAC requires the County Engineer's report of bridge inspections as follows:

"Each county engineer shall furnish the county legislative authority with a written report of the findings of the bridge inspection effort. This report shall be made available to said authority and shall be consulted during the preparation of the proposed six-year transportation program revision. The report shall include the county engineer's recommendations as to replacement, repair or load restriction for each deficient bridge. The resolution of adoption of the six-year transportation program shall include assurances to the effect that the county engineer's report with respect to deficient bridges was available to said authority during the preparation of the program. It is highly recommended that deficient short span bridges, drainage structures, and large culverts be included in said report."

Prepared by: _____

Carl Hendricks
Bridge Inspection Team Leader – Bridge & Hydraulics

Reviewed by: _____

James E. Lee, P.E.
Engineering Manager – Bridge & Hydraulics

Approved by: _____

Joseph P. Rutan, P.E.
County Engineer/Assistant Director

Cover Photo:

Hannegan Road Bridge No. 236 spanning Ten Mile Creek. This 64-foot precast, pre-stressed, single span bridge was constructed in 2018 replacing the existing 31-foot span bridge.

Table of Contents

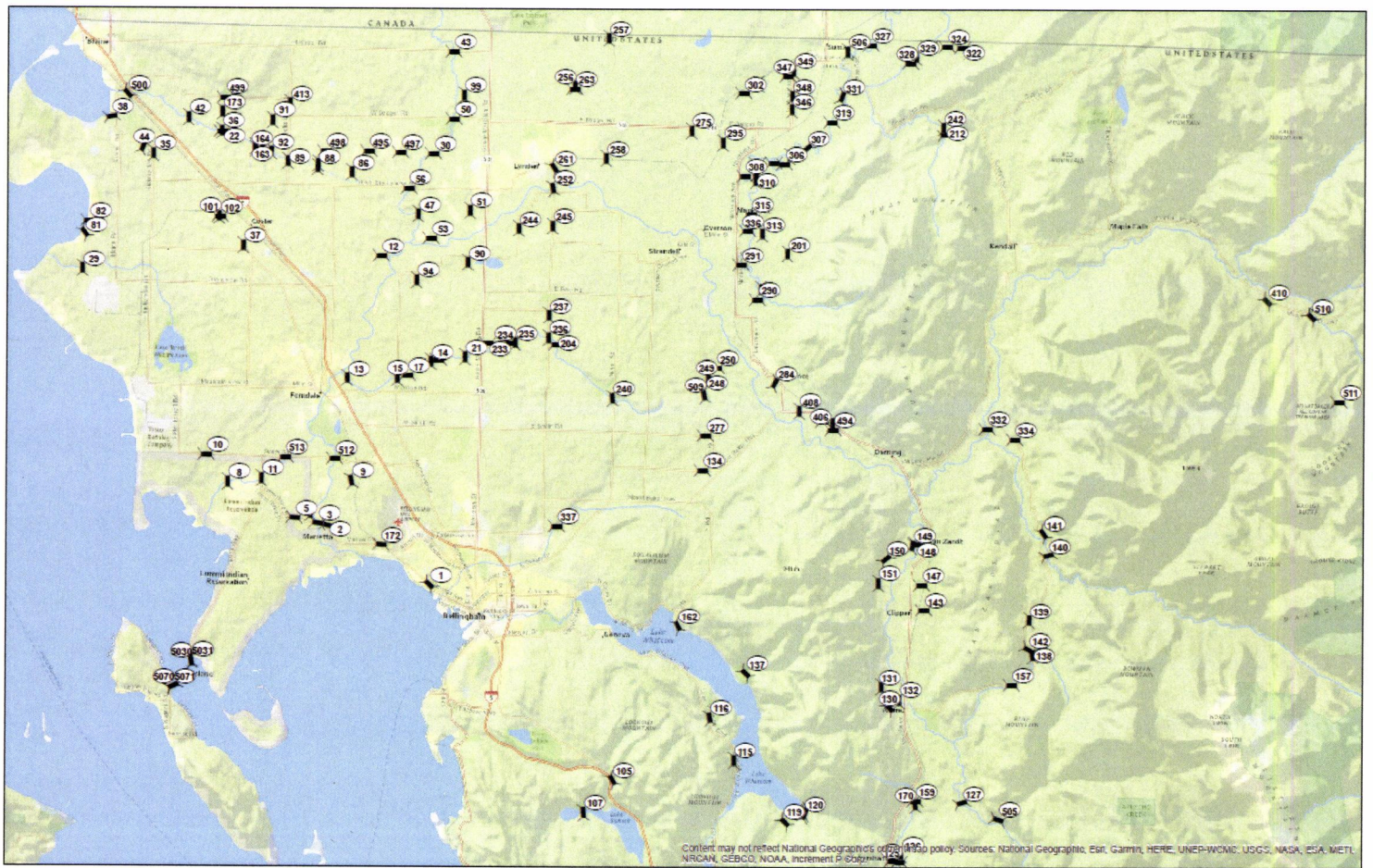
WAC 136-20-060 and signature page	2
Table of Contents	3
Acronyms	4
Whatcom County Bridge Location Map.....	5
Executive Summary.....	6
Bridge Inventory Summary.....	7
Bridge Inspection and Findings	9
Load, Height and Width Restricted Bridges.....	11
Bridge Replacement and Rehabilitation Plan for Deficient Bridges.....	13
Maintenance and Repair Activities.....	18
Glossary of Bridge Terms.....	20
Appendix A – Whatcom County Bridge Inventory.....	24
Appendix B – Large Culvert Inventory.....	31

Acronyms

The following is a list of common acronyms widely used in the bridge inspection field:

ADT	Average Daily Traffic
BRAC	Bridge Replacement Advisory Committee
FHWA	Federal Highway Administration
FO	Functionally Obsolete
HBRRP	Highway Bridge Replacement and Rehabilitation Program
NBIS	National Bridge Inspection Standards
SD	Structurally Deficient
SID	Structure Identification Number
SR	Sufficiency Rating
UBIT	Under Bridge Inspection Truck
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation

Whatcom County Bridge Location Map



Executive Summary

This report has been completed in compliance with WAC 136-20-060, which requires that each County Engineer furnish a written resume of the county's bridge inspection efforts to the county legislative authority. It is also the intention of this report that information presented here be incorporated into a comprehensive program strategy to preserve the county's roadways. This report summarizes the status of the Whatcom County Bridge Program for calendar year 2018.

Whatcom County's bridge inventory is vital in connecting the nearly 974 miles of County roads and providing for the safe and efficient movement of people and freight. Specifically, bridges on key transportation and freight corridors are monitored closely to prevent bridges on these routes from becoming restricted.

One of the key overall Bridge Program goals is to replace or rehabilitate bridges that are considered structurally deficient (SD) per the National Bridge Inspection Standards (NBIS). At the end of 2018 Whatcom County had a total of 162 bridges in the overall inventory and 11 of these bridges were designated as SD. Of those 11 bridges, 4 were actively worked on in 2018 for future replacement or rehabilitation. For a comprehensive list of the SD bridges please see Exhibit C.

As recommended in WAC 136-20-060 Whatcom County also inspects large culverts, defined as culverts with a diameter of 5' or larger. Bridge Program staff inspected 152 of these structures in 2016 and 2017 which are listed in Appendix B.

2018 Bridge Program Highlights

- Whatcom County bridge inventory consists of 162 structures.
- A total of 81 Whatcom County bridge condition inspections were completed in 2018.
- Whatcom County provided bridge inspection services for 7 structures owned by outside local agencies.
- A total of 37 bridge repair and maintenance work orders were completed by the Maintenance & Operations Bridge Crew.
- A new bridge was constructed on Hannegan Road over Ten Mile Creek, replacing an existing 31-foot span concrete bridge on timber caps and piles.
- Maintenance & Operations crews replaced a failing timber cap with a new a new galvanized steel cap on the Mosquito Lake Road/North Fork Nooksack River Bridge No. 332.
- A structural steel repair project was completed at both the Gooseberry Point and Lummi Island ferry terminals.
- M & O completed a timber cap repair on West Badger Road/Bertrand Creek Bridge No. 50.

Bridge Inventory Summary

Of the 162 structures in the Whatcom County inventory 5 are all timber construction, 101 are of primarily concrete construction, 7 are predominately steel (all of which are fracture critical) and the remainder are a combination of these materials. See Appendix A for a complete list of Whatcom County Bridges.



W. Badger Road/Bertrand Creek Bridge No. 50 is typical of our channel beam girders supported by timber piles and caps

Lummi Island Ferry Terminals

The Gooseberry Point and Lummi Island Ferry Terminal structures are considered bridge structures and are inspected and maintained just like the other bridges in the inventory. These consist of a steel transfer span and a timber approach span at the Gooseberry Point terminal and a steel transfer span and a reinforced concreted girder approach span at the Lummi Island terminal.



Gooseberry Point Terminal

Short Span Bridges

The National Bridge Inspection Standards do not require short span bridges (span length of 20 feet or less) be reported to FHWA. Out of the 162 bridges in the Whatcom County inventory, 24 of these bridges are classified as short span bridges. Even though the inspection reports and bridge information for short span bridges are not reported to WSDOT or FHWA, Whatcom County inspects and operates these bridges the same as the larger, federally reported bridges in our inventory.

Outside Local Agency Bridges

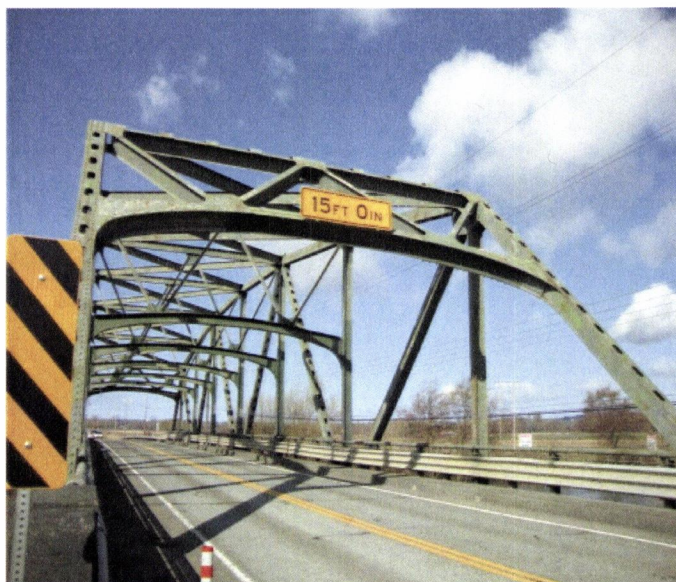
The Whatcom County Bridge and Hydraulics program provides inspection services to local agencies upon request. The county works with cities under inter-local agreements (ILA), with conditions set forth in the Revised Code of Washington (RCW) Chapter 39.34. The county's services are provided primarily to local agencies that lack expertise and resources to inspect and maintain their bridge inventory. In addition, the Whatcom County Public Works Road Maintenance Division contracts with local agencies for the maintenance of other local agency bridges. In 2018 the county provided inspection services on 7 structures for outside local agencies.

Local Agency	Number of bridges inspected in 2018
City of Everson	1
City of Sumas	1
San Juan County	4
Port of Bellingham	1 (ferry terminal)

Summary of outside local agency bridges inspected in 2018

Oversize/Overweight Load Permits

There were 181 oversize/overweight permits issued in 2018 and of those 41 involved routes over county owned bridges. Bridge program staff reviews these applications to ensure that these oversize/overweight loads can cross these bridges without causing any harm to the structure.



Height restriction sign posted on the Slater Road/Nooksack River Bridge No. 512

Bridge Inspections and Findings

Bridge inspections are performed in accordance with the National Bridge Inspection Standards (NBIS) in conformance with 23 CFR 650.3. The standards mandate that all public agencies with a bridge inventory inspect and report the findings at a minimum of once every two years (routine inspection). Special inspections are required for bridges that cannot be given close or adequate inspection from the ground. For these bridges an Under-Bridge Inspection Truck (UBIT) is required. Steel bridges with fracture critical members may also require special inspections with special inspection equipment. A third category of special inspections are the Under Water Inspections which are required every five years for bridges with piers that extend below ordinary low-water levels.

During bridge inspections, the current condition of each bridge element is noted. The deficiencies are coded to NBIS standards and show the degree of deterioration in various elements, the three primary elements being:

- Deck,
- Superstructure, and
- Substructure.

As deterioration accelerates, the coding values drop and work orders for repairs are issued. In the case where the coding factors are extremely low, recommendations are made for repair, replacement or rehabilitation. Bridges with identified deficiencies may be inspected or monitored at more frequent intervals.

The results of our inspection program are forwarded to the Washington State Department of Transportation (WSDOT) for review. Once the report has been accepted by WSDOT it is made available to the Federal Highway Administration (FHWA).

The NBIS utilizes information from the latest bridge inspection to determine the Sufficiency Rating (SR) which is a calculated rating based on information from the most recent bridge inspection. The SR is a number from 0 to 100 with 100 being an entirely sufficient bridge, and 0 being an entirely insufficient or deficient bridge. Items that factor into the determination of the SR include: load bearing capacity, average daily traffic, availability and length of detour, the geometry of the bridge and the risk of scour on bridge foundations at waterway crossings.

Whatcom County owns 2 bridges located on designated truck freight routes with a T-2 classification (there are no T-1 routes currently designated in Whatcom County). T-2 freight routes are defined as carrying 4 million to 10 million annual gross tonnage and serve as vital transportation corridors in Whatcom County. Hannegan Road from State Route 542 (Mt. Baker Highway) north to State Route 544 (Pole Road) is classified as a T-2 freight route and includes two county owned bridges; Hannegan Road/Ten Mile Creek Bridge No. 236 and Hannegan Road/Four Mile Creek Bridge No. 237. Both of the bridges are open unrestricted to full legal loads allowing for the efficient and safe movement of freight and goods.

See Exhibit A for our master list of special inspections and details on inspection frequencies and schedules for all of our UBIT and underwater bridge inspections.



Photo of a typical UBIT

Exhibit "A" - Master List of Special Inspection and Equipment Needs

Bridge #	Bridge Name	Most Recent Fracture Critical Inspection Date	Most Recent Underwater Inspection Date	UBIT Frequency
3	MARIETTA	-	September 2017	-
107	NORTH LAKE SAMISH	-	July 2015	
140	MIDDLE FORK	August 2018	-	24 Months
252	NOOKSACK RIVER	March 2018	September 2015	-
332	NORTH FORK	April 2017	-	-
421	ROCKY CREEK	April 2017	-	-
500	DAKOTA CREEK	-	-	-
503	GOOSEBERRY FERRY SLIP	October 2018	March 2016	-
507	LUMMI ISLAND FERRY SLIP	October 2018	March 2016	-
512	NOOKSACK RIVER	April 2017	-	24 Months

Load, Height and Width Restricted Bridges

Each bridge is required to have a "Load Rating" calculation. The Load Rating establishes how much weight the bridge can carry for several standard configurations of vehicle axle loads. Bridges which have load rating factors less than 1 are required to have the applicable weight restriction posted. At the end of the 2018 Whatcom County had 23 bridges posted for weight restrictions.

In 2017 WSDOT introduced new load posting requirements issued by FHWA regarding the load rating and posting of Single Unit Vehicles (SUV) and Emergency Vehicles for bridges which fall under the NBIS. SUV's are single unit trucks with tightly spaced axles such as garbage trucks and construction equipment introduced during the last decade. SUV truck configurations range from 4 to 7-axes.

FHWA is requiring that all Group 1 bridges, defined as a bridge with an AASHTO 1, 2 or 3 rating factor of less than 1.3, have a new load rating completed by June 2020. Whatcom County has approximately 58 bridges which fall in this Group 1 category, and we are on track to have all of these completed by August of 2019, well ahead of schedule. Depending on the condition of the bridge and the load rating calculations a bridge may need to be posted for the three existing AASHTO legal trucks and/or the SUV configurations.

Bridges that have height restrictions of 15'-3" or less are required to be posted with the allowable height. Whatcom County has two roads passing through posted height restricted bridge structures, both of which are steel truss structures. They are Slater Road/Nooksack River Bridge No. 512 and Mosquito Lake Road/Middle Fork Nooksack River Bridge No. 140. The list of current load, height and weight restricted bridges is shown in Exhibit 'B'.

Exhibit "B" – Load, Height and Width Restricted Bridges

Bridge No.	Road Name	Features Crossed	Restricted Width (FT)	Restricted Vertical Clearance (FT)	Bridge Posted for Load Restriction
1	MARINE DRIVE	ACCESS RD OLD RR			Yes
44	BRIDGE WAY	CALIFORNIA CREEK	16		Yes
51	FLYNN ROAD	FISHTRAP CREEK	16		
81	JACKSON ROAD.	TERRELL CREEK			Yes
82	ALDERSON ROAD	TERRELL CREEK			
91	STEIN ROAD	DAKOTA CR. TRIB.			Yes
105	MANLEY ROAD	SILVER CREEK	11.3		
107	N. LAKE SAMMISH DRIVE	LAKE SAMMISH	12		Yes
130	TURKINGTON ROAD	JONES CREEK			Yes
147	NELSON ROAD	BLACK SLOUGH			Yes
132	HUDSON ROAD	JONES CREEK	15		
140	MOSQUITO LK ROAD	MIDDLE FORK	13.2	18	
151	HILLSIDE ROAD	SIGITOWITZ CREEK			Yes
163	CUSTER SCHOOL ROAD	DAKOTA CR TRIB			Yes
164	CUSTER SCHOOL ROAD	DAKOTA CREEK			Yes
206	GARRISON ROAD	SUMAS RIVER			Yes
249	ROBERTS ROAD	ANDERSON CREEK			Yes
250	MARTIN ROAD	ANDERSON CREEK			Yes
256	ASSINK ROAD	FISHTRAP CREEK			Yes
284	LIND ROAD	SMITH CREEK			Yes
291	MASSEY ROAD	SUMAS RIVER			Yes
308	ALM ROAD	SUMAS RIVER			Yes
313	OAT COLES ROAD	SWIFT CREEK	15		
332	MOSQUITO LK RD	NORTH FORK			Yes
413	DELTA LINE ROAD	DAKOTA CREEK			Yes
503	FERRY-LUMMI TRANSFER SPAN	HALE PASSAGE	12		Yes
503A	FERRY-LUMMI APPROACH	HALE PASSAGE			Yes
506	HERON LANE	JOHNSON CREEK	12		
507	FERRY-GP TRANSFER SPAN	HALE PASSAGE	14		Yes
507A	FERRY-GP APPROACH	HALE PASSAGE	14		Yes
510	COAL CREEK ROAD	GALLOP CREEK	14		
512	SLATER ROAD	NOOKSACK RIVER		15	



Posted weight restrictions for Jackson Road/Terrell Creek Bridge No. 81

Bridge Replacement and Rehabilitation Plans for Deficient Bridges

One area of emphasis within the Bridge Program is to replace or rehabilitate bridges that are classified as structurally deficient (SD) per NBIS. The 5 SD bridges listed below were actively worked on in 2018:

1. West Badger Road/Bertrand Creek Bridge No. 50 Replacement (construction underway in 2019, BRAC funded)
2. Roberts Road/Anderson Creek Bridge No. 249 Replacement (construction underway in 2019, BRAC funded)
3. North Lake Samish Bridge No. 107 (TS&L completed in 2017, design, permitting and real estate work underway in 2018. BRAC application submitted in May 2019 for construction phase funding)
4. Massey Road/Sumas River Bridge No. 291 Deck Replacement Project (construction underway in 2019)

5. Mosquito Lake Road/NF Nooksack River Bridge No. 332 Cap Replacement Project (construction completed in May 2018)

Construction was completed in 2018 on the Hannegan Road/Ten-Mile Creek Bridge No. 236 Replacement Project. While this bridge was not designated as SD, it is the last remaining reinforced concrete channel girder bridge on timber caps and piles remaining on the Hannegan Road, which is a designated T-2 freight route and an important transportation corridor in Whatcom County. This old bridge design utilized an older style reinforced concrete channel girder that has historically not held up well to the type of truck traffic that Hannegan Road carries. This replacement project removed this bridge from Hannegan Road before problems developed and the bridge necessitated a load restriction. Since 2000, 20 SD bridges have been replaced or re-built in Whatcom County. The list of current SD bridges is shown in Exhibit 'C.'

2018 Replacement and Rehabilitation Construction Projects

Hannegan Road/Ten Mile Creek Bridge No. 236 Replacement

This project included replacement of an existing 31-foot span channel girder superstructure on timber caps and piles. The new bridge consists of a 64-foot span precast, pre-stressed voided slab superstructure on a steel pile supported foundation. The new structure was opened to traffic in the fall of 2018.



Setting girders during construction of the new Hannegan Road/Ten Mile Creek Bridge No. 236

Ferry Terminal Structural Steel Repair Project

This project included work at both the Gooseberry Point and Lummi Island ferry terminals. Major elements of work at Gooseberry Point included replacement of both live load hangars and the lifting beam. Additional work completed at both terminals included replacement of gusset plates, diagonal bracing, high-strength bolts and apron anchorage arm brackets. This work was completed primarily in September of 2018 during the annual Whatcom Chief dry dock period.



Gooseberry Point terminal structural steel repair work



New live load hangars installed at the Gooseberry Point terminal

Mosquito Lake Road/North Fork Nooksack River Bridge No. 332 Cap Repair

This project, completed by the Maintenance & Operations Bridge Crew, included replacing a failing timber cap at the southern abutment and replacing it with a new galvanized steel I-beam cap. Work also included installing steel collars around the existing timber piles and installation of new concrete panel back wall at the abutment. This work was completed in May of 2018 and removed the SD designation on this bridge.



Photo of the new steel I-beam cap and steel pile collars

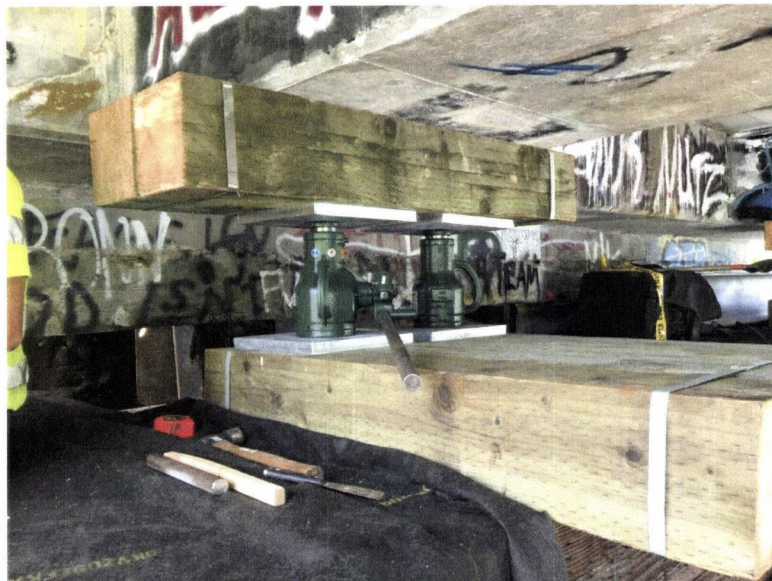


Photo of wood cribbing and jacks used for temporary shoring during construction

Exhibit "C" – Structurally Deficient Bridges

Bridge No.	Bridge Name	Deficiency's	Sufficiency Rating	Status
1	LITTLE SQUALICUM	Delamination of Deck, Cap Beam Capacity	41.97	Monitoring
50	BERTRAND CR	Timber Cap Section Loss	22.51	Construction of replacement bridge scheduled for 2019
81	JACKSON RD.	Timber Cap and Pile Deterioration	28.42	Monitoring
107	North Lake Samish	Timber Girder Section Loss	14.02	TS&L Study Complete – Design for replacement bridge underway. BRAC funding application for replacement project submitted in May of 2019.
172	BNSF RR	Deck Deterioration	75.45	Monitoring
248	ANDERSON CR	Timber Cap and Pile Deterioration	37.26	Monitoring. BRAC funding application for replacement project submitted in May of 2019.
249	ANDERSON CR	Timber Cap Section Loss	39.86	Construction of replacement bridge scheduled for 2019
250	ANDERSON CR	Timber Cap and Pile Deterioration	53.54	Monitoring
291	SUMAS RIVER	Concrete Channel Beam Deterioration	42.72	Rehabilitation Project Scheduled 2019
497	BERTRAND CR TRIB	Scour Exposing Concrete Footings	45.5	Monitoring
509	SALAKANUM WAY	Timber Cap Deterioration	58.24	Monitoring

2018 Large Culvert Inventory

In 2016 and 2017 Whatcom County Bridge Program staff inspected all culverts with a diameter of 5' or greater located on the County road system. All culvert inspections were completed using FHWA publication No. FHWA-CFL/TD-10-005 titled "*Culvert Assessment and Decision Making Procedures Manual*" dated September 2010. All told 152 structures were inspected as part of this effort. As part of the inspection effort each culvert was given an overall condition rating and any needed repairs or maintenance work was forwarded to Maintenance & Operations. These large diameter culverts will continue to be inspected moving forward on a regular basis. For a detailed list of the large diameter culverts please Appendix "B".

Maintenance and Repair Activities

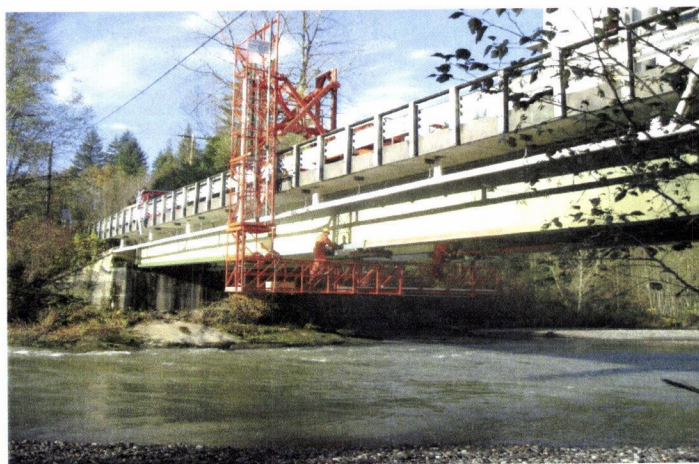
The majority of bridge repair and maintenance work is done by Whatcom County Maintenance & Operation crews, with support from various vendors. During 2018 Maintenance & Operation crews washed all of the bridges in the County inventory. In addition, the majority of the bridges were brushed to support ongoing maintenance, repair and inspection activities. The Maintenance & Operations crews also provide support for routine bridge inspections by utilizing the county owned hydra platform for access to certain bridges.

Thirty seven (37) maintenance work orders were completed in 2018. (See Exhibit D below).

Exhibit "D" – Maintenance Work Orders Completed in 2018

Bridge No.	Bridge Name	Work Completed	Date Repaired
50	WEST BADGER ROAD	CAP REPAIR	JANUARY 2018
173	WEST VALLEY VIEW ROAD	APPROACH REPAIR	JANUARY 2018
126	INNIS CREEK ROAD	DEBRIS REMOVAL	JANUARY 2018
313	OAT COLES ROAD	APPROACH REPAIR	JANUARY 2018
134	KELLY ROAD	BRIDGE RAIL REPAIR	JANUARY 2018
50	WEST BADGER ROAD	RE-TORQUE BOLTS	FEBRUARY 2018
315	BRECKINRIDGE ROAD	DEBRIS REMOVAL	MARCH 2018
126	INNIS CREEK ROAD	DEBRIS REMOVAL	MARCH 2018
99	JACKMAN ROAD	PATCH POT HOLES	MARCH 2018
43	H. STREET	PATCH POT HOLES	MARCH 2018
201	GOODWIN ROAD	PATCH POT HOLES	MARCH 2018
313	OAT COLES ROAD	PATCH POT HOLES	MARCH 2018
249	ROBERTS ROAD	PATCH POT HOLES	MARCH 2018
250	MARTIN ROAD	PATCH POT HOLES	MARCH 2018
313	OAT COLES ROAD	REGRADE GRAVEL APPROACHES	APRIL 2018

Bridge No.	Bridge Name	Work Completed	Date Repaired
201	GOODWIN ROAD	DEBRIS REMOVAL	APRIL 2018
332	MOSQUITO LAKE ROAD	REPLACE TIMBER CAP WITH NEW STEEL CAP	MAY 2018
277	SMITH ROAD	BEAVER DAM REMOVAL	JUNE 2018
277	SMITH ROAD	BEAVER DAM REMOVAL	JULY 2018
503	GOOSEBERRY TERMINAL	PAINT APRON ARMS	JULY 2018
507	LUMMI ISLAND TERMINAL	PAINT APRON ARMS	JULY 2018
277	SMITH ROAD	BEAVER DAM REMOVAL	JULY 2018
313	OAT COLES ROAD	PATCH POT HOLES	JULY 2018
507	LUMMI ISLAND TERMINAL	INSTALL PIN TUBE BRACKET	JULY 2018
507	LUMMI ISLAND TERMINAL	PAINT LIFTING BEAM	JULY 2018
50	WEST BADGER ROAD	RE-TORQUE BOLTS	AUGUST 2018
503	GOOSEBERRY TERMINAL	APPLY RUST INHIBITING PAINT	AUGUST 2018
512	SLATER ROAD	GUARDRAIL REPAIR	AUGUST 2018
503	GOOSEBERRY TERMINAL	REPAIR NON-SKID SURFACE ON APRON	AUGUST 2018
507	LUMMI ISLAND TERMINAL	REPAIR NON-SKID SURFACE ON APRON	AUGUST 2018
507	LUMMI ISLAND TERMINAL	SCRAPE BARNACLES FROM PILING	AUGUST 2018
126	INNIS CREEK ROAD	CLEAN OUT SEDIMENT TRAP	SEPTEMBER 2018
11	HAXTON WAY	PATCH POT HOLES	SEPTEMBER 2018
201	GOODWIN ROAD	SEDIMENT REMOVAL	SEPTEMBER 2018
201	GOODWIN ROAD	ACCESS ROAD REPAIR	NOVEMBER 2018
313	OAT COLES ROAD	POT HOLE REPAIR	NOVEMBER 2018
50	WEST BADGER ROAD	RE-TORQUE BOLTS	NOVEMBER 2018



Maintenance & Operations crews deploying the hydra platform on Bridge No. 332

Glossary of Bridge Terms

Abutment – a substructure supporting the end of a single span, or the extreme end of a multi-span super-structure and, in general, retaining or supporting the bridge approach fill.

Approach span – the span or spans connecting the abutment with the main span or spans.

Back wall – the top-most portion of an abutment functioning primarily as a retaining wall to contain approach roadway fill.

Beam – a linear structural member designed to span from one support to another.

Bent – a supporting unit of the beams of a span made up of one or more column or column-like members connected at their top-most ends by a cap, strut, or other horizontal member.

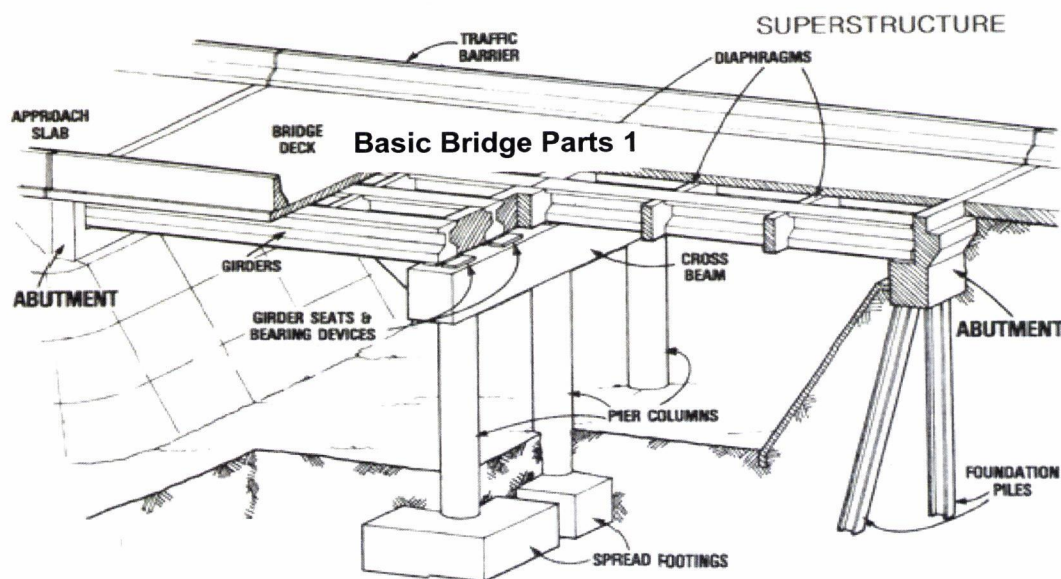
Box Girder – a support beam that is a hollow box; Its cross-section is a rectangle or square.

Bracing – a system of tension or compression members, or a combination of these, connected to the parts to be supported or strengthened by a truss or frame. It transfers wind, dynamic, impact, and vibratory stresses to the substructure and gives rigidity throughout the complete assemblage. Can also refer to diagonal members that tie two or more columns of a bent together.

Cap – the horizontally-oriented, top-most piece or member of a bent serving to distribute the beam loads upon the columns and to hold the beams in their proper relative positions.

Cast-in-Place – concrete poured within form work on site to create a structural element in its final position.

Catwalks – temporary foot bridges, used by bridge inspection personnel.



Chord – in a truss, the upper-most and the lower-most longitudinal members, extending the full length of the truss.

Column – a vertical structural member that transfers dead and live load from the bridge deck and girders to the footings or shafts.

Column crosses brace – transverse brace between two main longitudinal members.

Compression – a type of stress involving a pressing or squeezing together; tends to shorten a member; opposite of tension.

Culvert – a pipe or small structure used for drainage under a road, railroad or other embankment. A culvert with a span length greater than 20 feet

Is included in the National Bridge Inventory and Receives a rating using the NBI scale.

Dead load – a static load due to the weight of the structure itself.

Deck – the roadway portion of a bridge that provides direct support for vehicular and pedestrian traffic.

Deck bridge – a bridge in which the supporting members are all beneath the roadway.

Deck truss – a bridge whose roadway is supported from beneath by a truss.

Diagonal – a sloping structural member of a truss or bracing system.

Elastomeric pads – rectangular pads made of neoprene, found between the sub-structure and superstructure that bears the entire weight of the superstructure. Elastomeric pads can deform to allow for thermal movements of the superstructure.

End wall – the wall located directly under each end of a bridge that holds back approach roadway fills. The end wall is part of the abutment.

Expansion joint – A joint designed to provide means for expansion and contraction movements produced by temperature changes, load, or other forces.

Fatigue – Cause of structural deficiencies, usually due to repetitive loading over time.

Footing – The enlarged, lower portion of a sub-structure that distributes the structure load either to the earth or to supporting piles; the most common footing is the concrete slab; "footer" is a colloquial term for footing.

Fracture critical member – a member in tension or with a tension element whose failure would probably cause a portion of or the entire bridge to collapse.

Girder – a main support member for the structure that usually receives loads from floor beams and stringers; also, any large beam, especially if built up.

Hanger – a tension member serving to suspend an attached member.

Hinge – a point in a structure at which a member is free to rotate.

Live load – vehicular traffic, wind, water, and/or earthquakes.

Lower chord – the bottom horizontal member of a truss.

Main beam – a beam supporting the spans and bearing directly onto a column or wall.

Member – an individual angle, beam, plate, or built piece intended to become an integral part of an assembled frame or structure.

Oscillation – a periodic movement back and forth between two extreme limits. An example is the string of a guitar that has been plucked. Its vibration back and forth is one oscillation. A vibration is described by its size (amplitude), its oscillation rate (frequency), and its timing (phase). In a suspension bridge, oscillation results from energy collected and stored by the bridge. If a part of the bridge has to store more energy than it is capable of storing, that part will probably fail.

Pier – a structure comprised of stone, concrete, brick, steel, or wood that supports the ends of the spans of a multispan superstructure at an intermediate location between abutments. A pier is usually a solid structure as opposed to a bent, which is usually made up of columns.

Pile – a linear (vertical) member of timber, steel, concrete, or composite materials driven into the earth to carry structure loads into the soil.

Pile bent – A row of driven or placed piles with a pile cap to hold them in their correct positions; see "Bent."

Plate girder – a large, solid web plate with flange plates attached to the web plate by flange angles or fillet welds. Typically fabricated from steel.

Post or column – a member resisting compressive stresses, in a vertical or near vertical position.

Pre-cast girder – fabricated off site of Portland Cement Concrete, reinforcing steel and post-tensioning cables. These girders are shipped to the construction site by truck and hoisted into place by cranes.

Reinforced concrete – concrete with steel reinforcing bars bonded within it to supply increased tensile strength and durability.

Scour – erosive action of removing streambed material around bridge substructure due to water flow. Scour is of particular concern during high-water events.

Short span bridge – these bridges have a single NBIS span length of 20 feet or less. They are typically supported by timber piles or shallow concrete footings.

Soffit – the underside of the bridge deck or sidewalk.

Spall – a concrete deficiency wherein a portion of the concrete surface is popped off from the main structure due to the expansive forces of corroding steel rebar underneath. This is especially common on older concrete bridges.

Span – The distance between piers, towers, or abutments.

Steel – A very hard and strong alloy of iron and carbon.

Stringer – a longitudinal beam (less than 30 feet long) supporting the bridge deck, and in large bridges, framed into or upon the floor beams.

Sufficiency rating – the sufficiency rating is a numeric value from 100 (a bridge in new condition) to 0 (a bridge incapable of carrying traffic). The sufficiency rating is the summation of four calculated values: Structural Adequacy and Safety, Serviceability and Functional Obsolescence, Essentiality for Public Use, and Special Reductions.

Substructure – the abutment, piers, grillage, or other structure built to support the span or spans of a bridge superstructure, and distributes all bridge loads to the ground surface. Includes abutments, piers, bents, and bearings.

Superstructure – the entire portion of a bridge structure which primarily receives and supports traffic loads and in turn transfers the reactions to the bridge substructure; usually consists of the deck and beams or, in the case of a truss bridge, the entire truss.

Tension – type of stress involving an action which pulls apart.

Tie – a member carrying tension.

Torsion – a twisting force or action.

Truss bridge – a bridge having a pair of trusses for the superstructure.

Upper chord – the top longitudinal member of a truss.

Web – the portion of a beam located between and connected to the flanges.

Welded joint – a joint in which the assembled elements and members are united through fusion of metal.

Wheel rail – a timber curb fastened directly to the deck, most commonly found on all-timber bridges.

Wing wall – walls that slant outward from the corners of the overall bridge that support roadway fill of the approach.

Appendix "A" – 2018 Whatcom County Bridge Inventory
Total of 162 Bridges Including 24 Short Spans

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
1	LITTLE SQUALICUM	1933	270	35	3796	2
2	MARIETTA SLOUGH	1978	105	32	3746	7
3	MARIETTA	1936	420	32.9	3746	7
5	PORTAGE SLOUGH	1997	90	42	3700	6
7	SLOUGH BRIDGE	1979	90	32.1	1099	6
8	Red River	1997	82	31	284	3
9	SILVER CREEK	1953	31	25.5	70	0
10	Jordan Creek	2017	142	41	15000	4
11	RED RIVER	1920	126	25.5	5592	5
12	SCHNEIDER DITCH	1950	19	21.3	230	99
13	BARRETT CREEK	1969	57	25.5	1316	3
14	TEN MILE CR	1924	38	25.8	1192	2
15	TEN MILE CR	1935	83	43.2	4900	3
16	TEN MILE CR	1986	80	31	441	3
17	TEN MILE CR	1933	61	25.5	1185	2
21	TEN MILE CR	1933	31	25.5	887	3
22	DAKOTA CR.	1930	31	25.7	167	4
29	TERRELL CREEK	2003	31	34	833	4
30	BERTRAND CR.	1938	126	33.1	1839	4
35	CALIFORNIA CR	1956	169	32.6	951	4
36	DAKOTA CR.	1934	75	25.5	820	4
37	CALIFORNIA CR	1923	40	32	558	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
38	DRAYTON HARBOR	1933	104	25.5	5082	3
42	DAKOTA CR.	1995	131	31.1	275	4
43	BERTRAND CR.	1995	118	37.4	924	5
44	Bridge Way	1922	85	16	10	99
47	BERTRAND CREEK	1950	82	36	1251	6
50	BERTRAND CR	1934	69	32	2988	4
51	FISHTRAP CR	1988	36	17	120	2
53	RIVER ROAD	2004	50	23.8	125	99
56	BERTRAND CREEK	1949	83	27	9097	6
81	JACKSON RD.	1975	62	25.5	977	4
82	TERRELL CREEK	1987	50	46.9	2766	3
86	DAKOTA CREEK	1956	18	36	1245	3
87	DAKOTA CREEK	2005	53	37	729	4
88	S. FORK DAKOTA CREEK	2005	53	37	729	4
89	DAKOTA CR.	1950	31	25.5	644	3
90	COUGAR CR	1947	19	25.5	433	2
91	DAKOTA CR TRIB	1906	50	25.5	150	4
92	DAKOTA CREEK	2000	55	32	720	4
94	COUGAR CR	1931	18	25.5	135	2
99	DRAINAGE DITCH	1932	19	25.5	190	5
101	CALIFORNIA CR	1949	31	25.9	365	3
102	CALIFORNIA CREEK	2004	31	25.5	190	4
105	MANLEY	2011	19	12.8	10	6

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
106	FRIDAY CR	1934	76	27	851	7
107	LAKE SAMISH	1953	251	29.9	955	7
115	HIGH BRIDGE	2006	228	37.5	2123	19
116	AUSTIN CREEK	2004	82	42.8	2481	7
119	BRANNIAN CREEK	2008	40	32.2	542	0
120	FIR CREEK	1944	20	25.5	545	0
121	DIVERSION CHANNEL	1944	20	25.5	545	0
124	NP RR	1955	126	31.4	120	5
125	Samish River	1998	69	32.3	114	3
126	INNIS CREEK	2007	40	24	103	3
127	SOUTH FORK	1998	276	31	250	99
130	JONES CR.	1951	31	25.9	338	0
131	MCCARTY CR	1975	70	23.8	338	99
132	HUDSON	1950	15	15	5	0
134	ANDERSON CR	1939	31	25.5	402	3
137	SMITH CREEK	1989	99	30.6	1010	99
138	HUTCHINSON CREEK	1945	31	25.5	337	21
139	MOSQUITO LK	1951	19	25	160	21
140	MIDDLE FORK	1915	423	16	117	21

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
141	PORTER CREEK	1936	31	25.5	135	21
142	JOHNSON CREEK	2004	24	0	337	21
143	BLACK SLOUGH	1934	19	25.6	170	99
147	BLACK SLOUGH	1934	31	21.3	66	4
148	SOUTH FORK	2015	360	30	700	99
149	SLOUGH	1934	76	25.5	636	99
150	LOW WATER CROSSING	1969	24	26	194	99
151	SIGITOWITZ CREEK	1950	31	25.5	250	0
157	HUTCHINSON CREEK	2005	72	32.2	818	21
159	DOREN RD	1958	19	29.5	224	3
162	OLSON CR	1940	19	25.5	1171	99
163	DAKOTA CR TRIB	1954	31	25.5	843	5
164	DAKOTA CR	1950	31	25.5	844	5
170	N. INNIS CREEK	1999	31	25.5	180	4
172	GN RR OVERPASS	1940	196	32.3	4200	1
173	HAYNIE CR	1956	38	25.5	820	4
174	SILVER CR	1958	19	21.3	194	99
201	SWIFT CR	1934	38	27	1425	6
204	TEN MILE CR	1934	38	25.5	372	5
206	SUMAS RIVER	1935	69	25.5	252	3
212	SAAR CREEK	2016	53	32.5	867	3
233	TEN MILE CR TRIB	1900	31	25.5	841	4
234	TEN MILE CR	1947	31	25.5	841	4
235	TEN MILE CR	1946	38	25.5	68	99

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
236	TEN MILE CR	1944	31	36	11198	5
237	FOUR MILE CREEK	1954	37	44	9411	6
240	TEN MILE CREEK	2012	40	32.2	645	3
242	SAAR CREEK	2004	104	29.7	118	3
244	SCOTT DITCH	1951	31	25.5	72	5
245	Scott Ditch	2009	77	42.7	9000	4
248	ANDERSON CR	1973	62	25.5	1114	4
249	ANDERSON CR	1958	69	30	150	4
250	ANDERSON CR	1958	31	30	80	0
252	NOOKSACK RIVER	1934	320	30	9332	12
256	ASSINK RD	1949	31	25.5	185	4
257	FISH TRAP CR	1950	31	27	300	5
258	KAMM SLOUGH	1956	19	25.5	838	5
261	Kamm Slough	2010	145	50	2400	4
263	FISH TRAP CR	1954	38	30.1	700	4
275	SQUAW CREEK	1963	19	25.5	866	4
277	ANDERSON CREEK	2005	53	40	4147	4
284	LIND	1955	31	25.5	50	99
288	SUMAS RIVER	1959	19	25.5	131	3
290	SUMAS RIVER	1932	31	25.5	106	3
291	SUMAS RIVER	1950	31	30	326	4
295	JOHNSON	1950	31	25.5	1031	2
302	JOHNSON CREEK	2010	53	32	240	5
303	SUMAS RIVER	1956	76	25.5	267	4
304	SUMAS RIVER	1993	60	32	263	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
306	SUMAS RIVER	1997	75	31	267	4
307	SUMAS RIVER	1953	60	25.5	1032	4
308	SUMAS RIVER	1947	69	25.5	261	2
309	SUMAS RIVER	1932	76	25.5	269	2
310	SUMAS RIVER	1947	57	25.5	209	2
313	SWIFT CR	2017	31	17.2	223	4
315	SUMAS RIVER	1954	82	25.4	1274	4
319	SUMAS RIVER	1949	31	25.5	250	3
322	SLEASMAN SLOUGH	1935	31	21.3	131	99
324	SLEASMAN SLOUGH	1935	19	25.5	120	5
325	SAAR CR	1946	31	27	113	6
327	SUMAS RIVER	1917	152	27	206	4
328	SAAR CR	1966	31	29.7	524	6
329	LENHART RD BR	1953	31	21.5	30	99
331	SUMAS RIVER	1943	82	25.5	922	3
332	NORTH FORK	1930	210	28	800	22
334	CANYON CR	1937	80	27	1050	23
336	SWIFT CR	1935	82	27	2340	3
337	SQUALICUM CR	1934	19	21.5	58	99
346	BONE CREEK	1946	10	0	270	4
347	JOHNSON CR	1955	31	21.3	40	99
348	DRAINAGE RELIEF	2002	12	23.5	172	40
349	JOHNSON CR	1945	47	29.3	567	2
406	SMITH CR	1974	19	22	149	99
408	SMITH CR	1958	31	21.5	56	99
410	HENDRICKS CREEK	1967	60	23.4	62	1

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
411	SMITH CR	1945	20	29	280	2
413	DAKOTA CR	1965	31	25.5	1485	4
421	ROCKY CREEK	1956	180	33.2	911	2
422	SULPHUR CREEK	2010	112	33	916	99
423	SANDY CREEK	1957	127	31.3	916	99
494	SMITH CREEK OVERFLOW	1946	84	27.5	1112	2
495	SOUTH FORK DAKOTA CREEK	1950	30	44.4	1500	4
497	BERTRAND CR TRIB	1950	21	30	1156	3
498	DAKOTA CREEK	2006	40	32	604	3
499	DAKOTA CREEK TRIB	1950	16	28	1434	4
500	DAKOTA CR	1928	335	31.5	1221	2
503	GOOSEBERRY FERRY SLIP	1950	70	13	1100	99
505	SKOOKUM CR	1980	101	26	100	99
506	JOHNSON CR	1944	72	14	25	99
507	LUMMI ISLAND FERRY SLIP	1978	96	17.5	1100	99
508	JOHNSON CREEK	1996	53	20	30	99
509	ANDERSON CREEK	1954	31	22.7	50	99
510	GALLOP CREEK	1952	65	16.6	16	99
511	DEEP CREEK	2000	31	21.3	15	99
512	NOOKSACK RIVER	1957	246	32.6	11192	7
513	RED RIVER	1900	104	36	11365	7
503A	FERRY SLIP APPR	1950	158	23.8	1250	99
507A	FERRY SLIP APPR	1978	60	17.5	1250	99

Appendix "B" – 2018 Whatcom County Large Culvert Inventory
Total of 152 Structures

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC202	CORNELL CREEK RD	0.37 MI FROM SR 542 (EAST END)	HENDRICK CREEK	RND	CMP	8
LC207	COAL CREEK RD	1.2 MILES FROM SR 542		RND	CMP	10
LC206	COAL CREEK RD	.74 MI SOUTH OF VAUGHN	GLACIER CREEK	RND	CMP	5
LC643	LAKEWAY DR	35' EAST OF EUCLID	GENEVA CREEK	RND	CON	5
LC623	LAKE LOUISE RD	120' EAST OF WESTERN LANE	BEAVER CREEK	RND	CMP	6
LC622	LAKE LOUISE RD	300' WEST OF POLO PARK DR	BEAVER CREEK	BOX	CON	6X4
LC621	LAKE LOUISE RD	525' WEST OF LAKE LOUISE DR		BOX	CON	8X8
LC211	NOON RD	0.48 MI NORTH OF E SMITH RD		RND	CMP	8
LC616	NOON RD	0.30 MI SOUTH OF E SMITH RD		RND	CMP	6
LC615	NOON RD	0.20 MI SOUTH OF HUNTLEY RD		BOX	CON	3X6
LC614	NOON RD	0.39 MI NORTH OF SR 542		RND	CMP	5
LC633	VAN WYCK RD	0.68 MILES WEST OF NOON RD		RND	CMP	5
LC635 & LC636	DEWEY RD	0.18 MI SOUTH OF VAN WYCK RD	SQUALICUM CREEK	RND	CMP	6
LC203	NORTHFORK RD	0.95 MI NORTH OF MOSQUITO LAKE RD		RND	CMP	5
LC607	MOSQUITO LAKE RD	SOUTH OF SR 542		RND	CMP	11
LC610	MOSQUITO LAKE RD	SOUTH OF SR 9		RND	CON	5
LC406	SUNSET AVE	WEST OF NORTHWEST RD		SQSH	CMP	8X7
LC404	GRAVELINE RD	0.17 MI NORTH OF SUNSET AVE	SILVER CREEK	SQSH	CMP	8X7
LC403	NORTHWEST RD	200' SOUTH OF SUNSET AVE	SILVER CREEK	RND	CON	5
LC410	SLATER RD	225' WEST OF NORTHWEST RD.	BEAR CREEK	RND	CON	6
LC634	HORTON RD	0.35 MI EAST OF SR 539	SPRING CREEK	RND	CON	5
LC411	SEACREST DR	0.14 MILES SOUTH OF SUNRISE RD (LUMMI ISLAND)		BOX	CON	5X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC205	CHASTEEN RD	AT TEN MILE RD		RND	CON	5
LC209	E LAURAL RD	0.42 MI EAST OF SR 539	CRYSTAL SPRINGS CREEK	RND	CMP	6
LC1	ALDRICH RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	10
LC11	NORTHWEST RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	7
LC41	CLARKSON RD	0.37 MI WEST OF NORTHWEST RD		RND	CON	5
LC40	CLARKSON RD	0.16 MI WEST OF NORTHWEST RD		RND	CON	5
m,	AXTON RD	JUST EAST OF FERNDALE CITY LIMITS		RND	CON	6
LC418	KWINA RD	0.27 MI WEST OF HAXTON RD		BOX	CON	5X7
LC417	HAXTON WAY	0.5 MI SOUTH OF RED RIVER		RND	CON	5
LC413	IMHOF RD	100' NORTH OF SLATER RD		RND	CMP	8
LC408 & LC409	SLATER RD	0.33 MI EAST OF BRIDGE 512)	TENNANT CREEK	RND	CMP	10
LC16	HAM RD	0.12 MI SOUTH OF ARNIE RD	CAMPBELL CREEK	SQSH	CMP	6
LC31	ARNIE RD	250' WEST OF HAM RD		RND	CMP	6
LC33	BIRCH BAY LYNDEN RD	JUST EAST OF HAM RD	CALIFORNIA CREEK	SQSH	CMP	12
LC18	HAM RD	0.62 MI SOUTH OF BIRCH BAY LYNDEN RD		RND	CMP	5
LC17	HAM RD	0.71 MI SOUTH OF BIRCH BAY LYNDEN RD	TARTE CREEK	RND	CMP	7
LC12	NORTHWEST RD	0.52 MI SOUTH OF WEST WISER LAKE RD	COUGAR CREEK	RND	CMP	7
LC39	WEST BADGER RD	AT GLENDALE RD		RND	CON	5
LC24	LOOMIS TRAIL RD	0.23 MI WEST OF WEIDCAMP RD		RND	CON	6
LC22	BIRCH BAY LYNDEN RD	0.12 MI EAST OF BOB HALL RD		RND	CON	6
LC10	STEIN RD	0.62 MI NORTH OF BIRCH BAY LYNDEN RD		RND	CMP	5
LC3	CUSTER SCHOOL RD	0.93 MI NORTH OF BIRCH BAY LYNDEN RD		RND	CMP	9
LC20	LOOMIS TRAIL RD	0.32 MI WEST OF PORTAL WAY		RND	CON	6
LC27	PORTAL WAY	0.17 MI NORTH OF ARNIE		BOX	CON	12X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC26	PORTAL WAY	0.11 MI NORTH OF MAIN		BOX	CON	5X5
LC30	FOX RD	0.28 MI EAST OF VISTA		RND	CMP	6
LC13	VISTA DR	0.40 MI NORTH OF GRANDVIEW		RND	CMP	7
LC43	ENTERPRISE RD	0.17 MI SOUTH OF WILLEY'S LAKE RD	SCHNEIDER CREEK	RND	CMP	5
LC402	NORTHWEST RD	SOUTH OF SLATER RD	BEAR CREEK	SQSH	CMP	16
LC613	HENDERSON RD	0.10 MI EAST OF Y RD	SOUTH FORK ANDERSON CREEK	RND	CMP	11
LC602	KELLY RD	AT SAND RD		RND	CMP	6
LC246	VAN DYKE RD	360' WEST OF THEIL RD	ELDER DITCH	RND	CON	6
LC250	THEIL RD	280' SOUTH OF VAN DYKE RD	SCOTT DITCH	RND	CON	6
LC245	THEIL RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CON	6X5
LC213	NOON RD	0.57 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CON	6X5
LC248	NOLTE RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	RND	CMP	12
LC212	NOON RD	0.48 MI NORTH OF POLE RD		RND	CMP	6
LC214	STARRY RD	0.61 MILES NORTH OF E SMITH RD	STARRY CREEK	RND	CMP	11
LC214B	STARRY RD	NORTH OF E SMITH RD		SQSH	CMP	12
LC210	EAST RD	0.14 MI SOUTH OF E AXTON RD	DEER CREEK	RND	CMP	5
LC48	OLSON RD	0.18 MI SOUTH OF DOUGLAS RD		RND	CON	5
LC49	CHURCH RD	0.33 MI SOUTH OF DOUGLAS RD	SCHELL CREEK	RND	CON	5
LC236	PANGBORN RD	0.99 MI EAST OF HAMMER RD	SQUAW CREEK	SQSH	CMP	9
LC225	CLEARBROOK RD	0.22 MI EAST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	15
LC226	CLEARBROOK RD	0.23 MI WEST OF HILL RD.	SUMAS RIVER	RND	CON	6
LC232	HILL RD	0.30 MI NORTH OF CLEARBROOK RD	SUMAS RIVER	RND	CMP	7
LC234	JONES RD	0.51 MI EAST OF CONCHMAN RD		RND	CMP	5
LC233	JONES RD	1 MI EAST OF NIMS RD	SAAR CREEK	RND	CMP	6
LC235	NIMS RD	375' NORTH OF ROCK RD	SAAR CREEK	RND	CMP	8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC242	ROCK RD	285' WEST OF NIMS RD	SAAR CREEK	RND	CMP	8
LC241	ROCK RD	350' EAST OF HILLVIEW RD	ARNOLD SLOUGH	SQSH	CMP	5
LC201	SILVER LAKE RD	1.02 MI SOUTH OF BLACK MOUNTIAN RD	MAPLE CREEK	RND	CON	5
LC624	LINDQUIST RD	0.1 MI NORTHEAST OF Y RD	CARPENTER CREEK	RND	CON	5
LC625	NORTHSHORE RD	0.14 MI SOUTH OF Y RD	CARPENTER CREEK	RND	CON	5
LC617	Y ROAD	0.10 MI SOUTHEAST OF NORTHSHORE RD	CARPENTER CREEK	RND	CON	5
LC642	MANLEY RD	1 MI NORTH OF PACIFIC RD	BARNES CREEK	RND	CON	5
LC38	VALLEY VIEW RD	0.29 MI SOUTH OF MCGEE		RND	CMP	7
LC8	HAYNIE RD	0.15 MI WEST OF 34TH AVE		RND	CON	5
LC4	GILES RD	0.10 MI SOUTH OF HAYNIE RD		RND	CMP	5
LC21	ROGER RD	SOUTH OF HOIER RD		RND	CON	6
LC9	HOIER RD	0.15 MI EAST OF HARVEY RD		RND	CON	6
LC7	HARVEY RD	0.15 MI NORTH OF SWEET RD	SPOONER CREEK	RND	CMP	5
LC37	SWEET RD	0.2 MI WEST OF HARVEY RD		RND	CMP	6
LC28	KICKERVILLE RD	0.5 MI SOUTH OF BAY RD	TERRELL CREEK	BOX	CON	8X8
LC45	BROWN RD	0.39 MI EAST OF KICKERVILLE RD	TERRELL CREEK	RND	CON	6
LC44	BROWN RD	234' WEST OF JACKSON RD.		BOX	CON	5X5
LC47	NORTH STAR RD	0.33 MI SOUTH OF ALDERGROVE RD		RND	CMP	13
LC35	SUNRISE RD	0.46 MI SOUTH OF H STREET RD	NORTH FORK DAKOTA CREEK	RND	CON	6
LC36	SUNRISE RD	0.13 MI SOUTH OF H STREET RD		RND	CMP	6
LC5	H STREET RD	0.22 MI WEST OF SUNRISE RD		RND	CMP	6.5
LC6	H STREET RD	0.38 MI WEST OF SUNRISE RD		RND	CMP	11
LC2	BURK RD	0.15 MI EAST OF DELTA LINE RD	NORTH FORK DAKOTA CREEK	RND	CMP	14
LC29	ZELL RD	AT WILLEY'S LAKE RD		RND	CMP	6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC34	LOOMIS TRAIL RD	JUST WEST OF I-5		RND	CMP	6
LC32	ARNIE RD	0.3 MI EAST OF VALLEY VIEW RD		BOX	CON	8X5
LC25	PORTAL WAY	280' SOUTH OF FARIS (THE SOUGH LEG OF FARIS)		BOX	CON	6X5
LC50	UNICH RD	0.17 MI EAST OF BARR RD	JORDAN CREEK	BOX	CON	6X4
LC414	LAMPMAN RD	0.20 MI EAST OF HAXTON WAY		RND	CON	5
LC412	ELDER RD	0.2 MI NORTH OF SLATER RD	JORDAN CREEK	RND	CMP	12
LC416	NORTH RED RIVER RD	0.66 MI WEST OF HILLAIRES RD	JORDAN CREEK	RND	CMP	9
LC415	NORTH RED RIVER RD	0.74 MI WEST OF HILLAIRES RD		RND	CMP	5
LC637	E SMITH RD	0.77 MI EAST OF SR 542		RND	CON	5
LC204	HILLARD RD	175' SOUTH OF DEMING RD		RND	CMP	5
LC612	LINNELL RD	0.25 MI NORTH OF POTTER RD		RND	CMP	6
LC603	NELSON RD	0.50 MI SOUTH OF POTTER RD		RND	CMP	8
LC608	CLIPPER RD	0.54 MI SOUTH OF STRAND RD		BOX	CON	6X4
LC609	CLIPPER RD	0.14 MI SOUTH OF STRAND RD	TINGLING CREEK	BOX	CON	6X4
LC604	STRAND RD	0.52 MI EAST OF SR 9	TINGLING CREEK	BOX	CON	6X4
LC605	TRUCK RD	0.14 MI EASTERLY OF DEAL RD		RND	CON	5
LC638	PARK RD	1.18 MI EAST OF BLUE CANYON RD		RND	CMP	6
LC644	PARK RD	0.38 MI EAST OF BLUE CANYON RD		BOX	CON	8X4
LC620	BLUE CANYON RD	1 MILE FROM PARK RD		RND	CMP	5
LC619	BLUE CANYON RD	0.62 MI FROM PARK RD	BLUE CANYON CREEK	RND	CMP	5
LC618	RAINBOW DR	BETWEEN BROOK AND CEDAR	SILVER CREEK	RND	CMP	6
LC601	GLENHAVEN	BETWEEN RAINBOW RD AND LAKESIDE DR	SILVER CREEK	BOX	CON	8X3
LC631	SAMISH WAY	0.64 MI NORTHWEST OF MANLEY RD	CHUCKANUT CREEK	BOX	CON	8X8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC630	SAMISH WAY	0.46 MI NORTHWEST OF MANLEY RD	BEAR CREEK	RND	CON	5
LC632	SAMISH WAY	500' EAST OF YEW STREET RD		RND	CON	5
LC405	LANGE RD	0.22 MI EAST OF WASHKE RD	ANDREASEN DITCH	RND	CON	9
LC407	WASHKE RD	350' NORTH OF LANGE RD	ANDREASEN DITCH	RND	CMP	5
LC639	EAST LAKE SAMISH DR	0.24 MI NORTH OF CEDAR ACRES	BARNES CREEK	BOX	CON	6X8
LC640	NORH LAKE SAMISH	0.11 MI WEST OF EAST LAKE SAMISH	FINNEY CREEK	RND	CON	6
LC641	ROY RD	0.53 MI WEST OF AXELSON		BOX	CON	4X6
LC626 & LC627	OLD SAMISH RD	0.55 MI WEST OF LAKE SAMISH DR		RND	CON	5
LC628 & LC629	OLD SAMISH RD	0.73 MI WEST OF FALLS DR	CHUCKANUT CREEK	RND	CMP	6
LC228	GOODWIN RD	0.32 MI NORTH OF SOUTH PASS RD	GOLD CREEK	BOX	CON	7X3
LC227	GOODWIN RD	0.07 MI SOUTH OF SORENSON RD	BRECKENRIDGE CREEK	RND	CMP	10
LC222	LINDSAY RD	67' WEST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC223	TELEGRAPH RD	0.10 MI SOUTH OF LINDSAY RD	KINNEY CREEK	RND	CMP	8
LC24	SORRENSON RD	0.20 MI EAST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC237	SOUTH PASS RD	0.32 MI NORTH OF SEALUND RD	BRECKENRIDGE CREEK	BOX	CON	8X10
LC238	MACK RD	100' FROM SR 9		BOX	CON	3X6
LC240	OAT COLES RD	0.13 MI NORTH OF MACK RD		RND	CMP	5
LC239	MASSEY RD	0.37 MI EAST OF OAT COLES RD	GOODWIN CREEK	RND	CMP	6
LC229	GOODWIN RD	AT MASSEY RD		RND	CON	5
LC230	GOODWIN RD	AT GILMORE RD	POWER CREEK	RND	CMP	10
LC231	GOODWIN RD	0.38 MI NORTH OF HOPEWELL RD	DALE CREEK	RND	CMP	6
LC221	LINDSAY RD	60' WEST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	5
LC220	LINDSAY RD	0.22 MI WEST OF VAN BUREN RD	SUMAS RIVER	RND	CMP	5
LC243	VAN BUREN	0.12 MI NORTH OF HAMPTON RD	SUMAS RIVER	RND	CMP	5

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC247	HAMPTON RD	45' WEST OF VAN BUREN	JOHNSON CREEK	RND	CON	7
LC244	STICKNEY ISLAND RD	0.12 MI SOUTH OF TIMON RD	MORMON DITCH	RND	CMP	9
LC249	NORTHWOOD RD	0.25 MI NORTH OF HAMPTON RD	KAMM SLOUGH	RND	CON	5
LC215	ASSINK RD	1 MI NORTH OF PANGBORN RD	FISHTRAP CREEK	RND	CMP	7.5
LC219	PANGBORN RD	20' EAST OF BENDER RD	FISHTRAP CREEK TRIB	BOX	CON	6X3
LC218	PANGBORN RD	AT BENSON RD	FISHTRAP CREEK	BOX	CON	6X3
LC216	PRARIE RD	WEST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CON	6X4
LC217	PRARIE RD	EAST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CON	6X4
LC23	H STREET RD	AT JACKMAN RD	JACKMAN DITCH	RND	CMP	6
LC604B	STRAND RD	0.46 MI EAST OF SR 9		RND	CMP	5

PROPOSED BY: _____

INTRODUCED: _____

RESOLUTION NO. _____

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FOR THE YEARS 2020 THROUGH 2025

WHEREAS, pursuant to RCW 36.81.121, Whatcom County is required to prepare and approve a Six-Year Transportation Improvement Program each year; and

WHEREAS, pursuant to RCW 36.54.015, Whatcom County is required to prepare a Fourteen-Year Ferry Capital Program each year; and

WHEREAS, the Road Priority Array and the Annual Bridge Report were made available to the legislative authority during the preparation of this program; and

WHEREAS, following approval of the Six-Year Transportation Improvement Program, the law requires an annual review of the work accomplished under the program and a determination of current transportation needs; and

WHEREAS, based upon the findings of the annual review, and after a public hearing, a Six-Year Transportation Improvement Program shall be approved; and

WHEREAS, pursuant to RCW 36.81.121, the Six-Year Transportation Improvement Program and Fourteen-Year Ferry Capital Program must be consistent with the County comprehensive plan pursuant to RCW 36.70A; and

WHEREAS, the Six-Year Transportation Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with the County's comprehensive plan; and

WHEREAS, the Fourteen-Year Ferry Capital Program attached hereto as Exhibit "B" has been reviewed and determined to be consistent with the County's comprehensive plan;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council as follows:

1. That the Whatcom County Six-Year Transportation Improvement Program for the years 2020 through 2025, which is attached hereto as Exhibit "A", including the capital elements of the first six-years of the Fourteen-Year Ferry Capital Program, which is attached hereto as Exhibit "B", is hereby approved.
2. That the County Engineer is directed to file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

APPROVED this ____ day of _____, 2019.

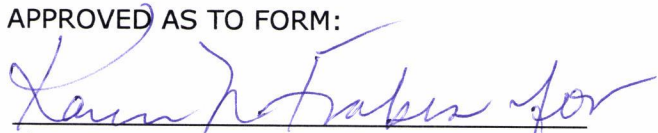
ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Chair of the Council

APPROVED AS TO FORM:


Chris Quinn, Senior Civil Deputy Prosecuting Attorney

FUNG. CLASS	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE										ENVIRON- MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR	
						PROJECT PHASE	FUNDING SOURCE INFORMATION										FEDERALLY FUNDED PROJECTS ONLY											
							MONTH / YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2020	YEAR 2 2021	YEAR 3 2022	Years 4th Thru 6th	YEAR 4 2023	YEAR 5 2024	YEAR 6 2025	Grant	Local	TOTAL 2020-2025	Grant Total 2020-2025			Local Total 2020-2025

Road Capital Construction

17	R1	Brech Bay Drive & Pedestrian Facility 20010 from Local Lane to Cedar Avenue Pedestrian & Non-motorized Enhancements	12 05 06	T S S	1.58	PE RW W Total	1/2020 1/2020 STP/TA 810	0 0 0 0	0 0 0 0	1,650 6,390 8,040	1,650 7,200 8,650	1,100 5,000 6,100	500 2,000 2,500	50 200 250	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0
----	----	---	----------------	-------------	------	------------------------	-----------------------------------	------------------	------------------	-------------------------	-------------------------	-------------------------	-----------------------	------------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------

FUND CLASS	PROJECT IDENTIFICATION A. PIW/Federal AID No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	FUNDING SOURCE INFORMATION										EXPENDITURE SCHEDULE										FEDERALLY FUNDED PROJECTS ONLY				
							MONTH / YEAR PHASE STARTS	FEDERAL FUNDS					STATE FUNDS					YEAR 1 2020	YEAR 2 2021	YEAR 3 2022	Years 4th Thru 6th 2023	YEAR 4 2024	YEAR 5 2025	Grant	Local	TOTAL 2020-2025		Grant Total 2020-2025	Local Total 2020-2025	ENVIRON- MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR
								FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL																	
07	East Smith Road & Emerson Road to SR 542 Pavement Rehabilitation	06 07	S	3.25	P T	PE RW CN Total	1/2020 6/2020	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	200 5 400 605	200 5 1,400 1,605	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	200 5 1,400 1,605	0 5 1,000 1,005	200 5 400 605	Yes						
07	East Smith Road & Hargreaves Road Intersection Improvements	06 07	S	0.4	G T	PE RW CN Total	1/2020 6/2021	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	565 350 3,050 3,965	200 350 3,000 3,400	0 50 10 65	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	565 350 3,050 3,965	0 50 1,000 1,000	565 350 2,950 2,965	CE 2/2021						
17	Bluch Bay Drive, Jackson Road to Shinnaker Road Pavement Rehabilitation	07	P	2.43	P C W S Total	PE RW CN Total	1/2021 5/2022	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	200 0 1,000 1,200 1,200	0 0 0 0 0	5 1,000 5 1,965	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	200 0 1,000 1,200 1,200	0 0 0 0 0	200 0 1,000 1,200 1,200	No						
08	Turkington Road/Jones Creek Road Grade Modification and creek channelization	03 06	P	0.20	C C CN Total	PE RW CN Total	1/2020 1/2020	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	215 57 825 1,097	85 32 825 1,117	0 25 825 95	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	215 57 825 1,097	0 0 0 0	215 57 825 1,097	Yes						
17	Bluch Bay Lynden Rd. & Blaine Rd. Intersection Improvements	6 07 12	P	0.25	G G T W Total	PE RW CN Total	1/2020 6/2021 6/2023	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	750 6/2021 2,200 3,450 4,250	100 150 200 350 400	150 150 50 3,000 3,400	350 50 50 3,000 3,400	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	750 500 500 3,000 4,250	0 0 0 800 800	750 500 500 2,200 3,450	Yes							
09	Lincoln Road - II, Harborview Road to SR 548 (Blaine Road) Reconstruction and new road, non-motorized enhancements	01 03 06	P	1.00	C P T W Total	PE RW CN Total	1/2024	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	5 0 0 0 5	0 0 0 0 0	5 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	5 0 0 0 5	0 0 0 0 5	5 0 0 0 5	Yes							
16	Marine Drive II, Asterwood Avenue to Bridge No. 172 Reconstruction & bicycle/pedestrian facilities	03 06 12 32	P	0.55	G G S T W Total	PE RW CN Total	1/2025	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	5 0 0 5 5	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	5 0 0 5 5	0 0 0 5 5	5 0 0 5 5	Yes							
08	Herring Road Flood Mitigation Raise roadway	07 06	P	0.3	P T	PE RW CN Total	1/2020 1/2020	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	100 50 150 150	100 50 150 150	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	100 50 150 150	0 0 0 0	100 50 150 150	Yes						
09	Inna Creek Road Raise roadway	07 06	P	0.2	P C W S Total	PE RW CN Total	1/2020	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	15 15 15 15	5 10 5 10	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	15 15 15 15	0 0 0 0	15 15 15 15	No						
19	Larabee Road Flood Mitigation Drainage Improvements & stream restoration	13	P	0.10	C T	PE RW CN Total	1/2025	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	5 5 5 5	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	5 5 5 5	0 0 0 0	5 5 5 5	No						
16	Lakeview Drive Corridor Improvements Safety and Multimodal Improvements	12 32	P	1.30	C T	PE RW CN Total	1/2022	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	5 5 5 5	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	5 5 5 5	0 0 0 0	5 5 5 5	Yes						
00	Fernside Road/Lakes Improvements Level Improvements	03 06	P	1.1	C C T	PE RW CN Total	1/2020	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	300 0 0 300	150 150 0 150	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	300 0 0 300	0 0 0 0	300 0 0 300	Yes						
00	About Rosell Lake Improvements Level Improvements	03 06	P	0.2	C C T	PE RW CN Total	5/2020	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	80 30 1,050 1,170	90 30 500 620	0 0 200 350	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	90 30 1,050 1,170	0 0 0 0	90 30 1,050 1,170	Yes						
16	Northwest Drive, City of Ballingram to Axton Road Structural Overlay	06 07	P	3.45	C G P T W Total	PE RW CN Total	1/2020 3/2020 6/2020	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	200 10 1,550 1,760	200 10 1,550 1,760	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	200 10 1,550 1,760	0 0 0 0	200 10 1,550 1,760	Yes						

[illegible]

Bridge and Fish Passage Capital Construction

[illegible]

FUNC. CLASS	PROJECT IDENTIFICATION A. Pin/Federal Aid No. B. Bridge Number C. Street/Road Name or Number D. Beginning MP or Road-Ending MP or Road E. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE										FEDERALLY FUNDED PROJECTS ONLY							
						PROJECT PHASE	FUNDING SOURCE INFORMATION					YEAR 1 2020	YEAR 2 2021	YEAR 3 2022	Years 4th Thru 6th 2023	YEAR 4 2024	YEAR 5 2025	YEAR 6 2025	Grant	Local	TOTAL 2020-2025	Grant Total 2020-2025	Local Total 2020-2025	ENVIRON- MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR								
							MONTH / YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS															OTHER REVENUES	LOCAL FUNDS	TOTAL					
																													FEDERAL FUNDS				
08	B11 Mosquito Lake Rd / Hutchison Creek Tributary Fish Passage	06 07	S	0.10	P C RW T	1/2020 1/2020 1/2021	0 0 0	0 0 0	0 0 0	0 0 0	200 10 500	200 10 500	150 10 500	50 10 500	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0								
08	North Fork Road/Kenney Creek Fish Passage	03 06	P	0.10	P C RW T	1/2020 1/2020	0 0 0	440 0 0	0 0 0	0 0 0	110 40 40	550 40 40	300 20 20	250 20 20	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0								
08	Truck Road/Deal Road Three (3) - Fish Passage Culvert Replacements	03 06	P	0.10	P C RW T	1/2020 1/2020 1/2020	0 0 0	440 0 0	0 0 0	0 0 0	110 40 40	550 40 40	300 20 20	250 20 20	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0							

Ferry Capital Construction

00	F1 Replacement of Whatcom Chief & Terminal New Ferry and Docks	08	P			PE RW CN	1/2020 1/2020 1/2021	0 0 0	0 0 0	0 0 0	0 0 0	730 730 730	730 730 730	400 0 0	330 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	No
00	F2 Lummi Island Terminal Preservation Project Painting and High Strength Bolt Replacement	08	S	0.10		PE RW CN	1/2020 1/2020 FBR	0 656 656	0 0 0	0 0 0	0 0 0	75 94 750	75 750 750	75 750 750	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	No
00	F3 Gooseberry Pt. Terminal Preservation Project Painting Project	08	P	0.10		PE RW CN	1/2020 1/2020 FBR	0 0 0	0 0 0	0 0 0	0 0 0	50 50 50	50 50 50	50 50 50	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	No
00	F4 Lummi Island Breakwater Replacement Terminal Modifications	08	P	0.10		PE RW CN	1/2020 1/2020 FBR	0 80 80	0 0 0	0 0 0	0 0 0	195 275 1,500	195 275 1,500	125 150 1,800	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	
00	F5 Relocation of Gooseberry Terminal	08	P			PE RW CN	1/2020 1/2020 FBR	0 0 0	0 0 0	0 0 0	0 0 0	100 100 100	100 100 100	50 50 50	50 50 50	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	

Yearly Capital Construction

00	Y1 Various Bridges Rehabilitation/Replacement As prioritized	09	S	0.50		PE RW CN	1/2020 1/2020 1/2020	0 0 0	0 0 0	0 0 0	0 0 0	300 1,500 1,800	300 1,500 1,800	50 250 300	50 250 300	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	
00	Y2 Right of Way Acquisition Various locations		S			PE RW CN	1/2020 1/2020 1/2020	0 0 0	0 0 0	0 0 0	0 0 0	180 180 180	180 180 180	50 50 50	50 50 50	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	Yes
00	Y3 Unanticipated Site Improvements As prioritized	02 03 04	S			PE RW CN	1/2020 1/2020 1/2020	0 0 0	0 0 0	0 0 0	0 0 0	180 1,620 1,800	180 1,620 1,800	30 270 300	30 270 300	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	
00	Y4 Unanticipated Stormwater Quality Improvements Various locations	06 13	S			PE RW CN	1/2020 1/2020 1/2021	0 0 0	0 0 0	0 0 0	0 0 0	120 225 345	120 225 345	100 45 50	100 45 50	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	
00	Y5 Unanticipated Non-motorized Transportation Improv Various locations	06 12 32	S			PE RW CN	1/2020 1/2020 1/2020	0 0 0	0 0 0	0 0 0	0 0 0	60 540 600	60 540 600	10 90 100	10 90 100	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	
00	Y6 Trail Passage Project Various locations	06 13	P			PE RW CN	1/2020 1/2020 1/2020	0 0 0	0 0 0	0 0 0	0 0 0	300 300 300	300 300 300	50 50 50	50 50 50	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	

Six Year
 Transportation
 Improvement Program
 2020-2025

FUNC. CLASS	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE										FEDERAL FUNDED PROJECTS ONLY			
						PROJECT PHASE	FUNDING SOURCE INFORMATION						TOTAL	YEAR 1 2020	YEAR 2 2021	YEAR 3 2022	Years 4th Thru 6th	YEAR 4 2023	YEAR 5 2024	YEAR 6 2025	Grant	Local	TOTAL 2020-2025	Grant Total 2020-2025	Local Total 2020-2025	ENVIRON- MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR		
							MONTH / YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE		STATE FUND CODE	STATE FUND REVENUES																OTHER FUNDS	LOCAL FUNDS
									FEDERAL FUNDS	STATE FUNDS																			
00	Y7 Swift Creek Transportation Impacts Various projects related to Sumas Mountain/Swift Creek Side	12	S			PE 1/2020 RW 1/2020 CN 1/2020 Total							60 60 60 540 600 600	60 60 60 540 600 600	10 10 10 90 100 100	10 10 10 90 100 100	10 10 10 90 100 100	30 30 300 300 300 300	10 10 100 100 100 100	10 10 100 100 100 100	10 10 100 100 100 100	60 60 60 540 600 600	0 0 0 0 0 0	60 60 60 540 600 600	0 0 0 0 0 0				
00	Y8 Railroad Crossing Improvements Various locations	12	S			PE 1/2020 RW 1/2020 CN 1/2020 Total							70 70 230 230 300 300	70 70 230 230 300 300	50 5 150 200 200 200	5 5 15 20 20 20	10 10 50 50 60 60	5 5 15 20 20 20	10 10 50 50 60 60	5 5 15 20 20 20	70 70 230 230 300 300	0 0 0 0 0 0	70 70 230 230 300 300	0 0 0 0 0 0					
00	Y9 Beam Guardrail Replacements/Upgrades Replacement					PE 1/2020 RW 1/2020 CN 1/2020 Total							0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0				

PE	80	440	0	10,007	10,527	5,739	2,800	835	1,182	877	320	185	0	185	10,527	520	10,007
RW	0	0	0	1,982	1,982	1,017	435	370	180	120	20	20	0	20	1,982	0	1,982
CN	5,425	2,200	0	27,030	34,655	14,175	10,560	3,335	6,585	3,860	1,860	865	0	865	34,655	7,825	27,030
TOTAL	5,505	2,640	0	38,019	47,164	20,922	13,785	4,540	7,907	4,857	2,200	1,050	0	1,050	47,164	8,145	39,019

EXHIBIT “B”



**WHATCOM COUNTY
2020-2033 FOURTEEN-YEAR
FERRY CAPITAL PROGRAM**

Overview

This program provides a blueprint for the effective, efficient, and continuing operation of the Whatcom County Ferry System within existing financial constraints. Capital improvements are scheduled based on many years of experience operating and maintaining the system, while complying with applicable regulations.

Inevitably, priorities and available funds for the ferry system will change over the fourteen years projected in this program. Therefore, the intention of the program is to be a guide indicating long-range improvements and anticipated revenues and expenditures. Strict adherence is not required.

Enacted in 1975, Revised Code of Washington (**RCW**) **36.54.015** states “The legislative authority of every county operating ferries shall prepare, with the advice and assistance of the county engineer, a fourteen year long range capital improvement plan embracing all major elements of the ferry system. Such plan shall include a listing of each major element of the system showing its estimated current value, its estimated replacement cost, and its amortization period.”

Table 1: Ferry System Current and Replacement Values – meets applicable requirements, showing the current value, replacement cost, and amortization periods for the vessels and facilities. The current value of the M/V Whatcom Chief is the insured value, the closest approximation of true worth. The facilities’ current value is book value; original cost less depreciation plus depreciated improvements.

RCW 36.81.121 (1) states “...the legislative authority of each county, after one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years....and for those counties operating ferries shall also include a separate section showing proposed capital expenditures for ferries, docks, and related facilities. Copies of the program shall be filed with the county road administration board and the secretary of transportation not more than thirty days after its adoption by the legislative authority...” Subsection (2) requires expanded information on how a county will spend all its money on the various facets of the transportation program. This RCW Section was enacted in 1961. The capital expenditure portion of Subsection (1) is satisfied by:

Table 2: Projected Revenues defines the known and/or anticipated sources of operating and capital project funding for the 14-Year Plan.

Table 3: Projected Expenditures includes all other expenditures on the system that meet Subsection (2) requirements. Operational expenditures are delineated between vessel and non-vessel costs. U.S. Coast Guard regulations currently require the ferries to be dry-docked every two years, however to extend the life, improve reliability and protect our capital investment Whatcom County schedules dry-docking every year for its vessel. The landings are inspected regularly as required by the National Bridge

Inspection Standards administered through the Washington State Department of Transportation. The inspection report helps identify and schedule major maintenance and replacement of these facilities.

This RCW section also provides the reporting requirement and timing of program submission, as well as establishing the annual update requirement.

Additionally, the Federal Highway Administration requires all agencies within a Metropolitan Planning Organization to develop and annually update the long range Transportation Improvement Plans and their Biennial Element. Whatcom County updates this 14-Year plan each year and incorporates the results into the Six-Year Transportation Improvement Program.

Level-of-Service

On July 24, 2018 the Whatcom County Council passed resolution #2018-0026. This resolution established a level of service for the Lummi Island Ferry System. In addition, the resolution enacts an action plan to achieve the recommended improvements including:

1. Vessel

- A. Balancing capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares, while optimizing vehicle demand, deck space and trip frequency to minimize wait times, the design and construction of a 34 car vessel is added to the 2019-2024 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board.
- B. The design of the vessel shall accommodate all walk-on passengers during typical peak times, accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide and comply with U.S. Coast Guard safety standards and the Americans with Disabilities Act.
- C. To approach the goal of a carbon neutral vessel and provide flexibility for future electric conversion and reliability, the design of the vessel shall be a hybrid diesel-electric.

2. Terminals

- A. Design and construction of the marine structure modifications to the Gooseberry Point terminal and Lummi Island terminal to accommodate the new vessel are included in the 2020-2025 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board and the construction of the new vessel.
- B. In addition to the modifications to accommodate a new vessel, improvements to the Lummi Island terminal shall include: reconfigure the queuing lanes, install ADA restrooms, and improve bicycle and pedestrian loading by locating the

queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.

- C. Implement remote ferry queue monitoring.
- D. Implement self-service ticketing.
- E. Whatcom County will initiate an intergovernmental agreement with the Lummi Nation to confirm the location of the Gooseberry Point Terminal as shown on the 2015 Lummi Nation TIGER grant application. Upon the finalization of the agreement Whatcom County Public Works shall initiate the environmental review and permitting process for the Gooseberry Point terminal relocation.
- F. Construction of the new Gooseberry Point terminal relocation is to be accomplished prior to the end of the Uplands Lease Agreement with the Lummi Nation (October 2046). The design shall include dual lane loading and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.
- G. Whatcom County shall coordinate the Gooseberry Point terminal relocation with the Lummi Nation's permitting, funding and construction of the future Fisherman's Cove Improvements.
- H. As property becomes available, Whatcom County shall purchase lands adjacent and near the new location of the Gooseberry Point terminal. The property will be utilized for off-street queuing, parking, and passenger amenities.
- I. All infrastructures shall be designed to accommodate the 100-year sea level rise prediction by NOAA.

3. Operations

- A. A Whatcom County ferry district may be created to increase grant opportunities. This district shall be funded by a seasonal surcharge on single cash fares for the capitalization of future vessels.
- B. The long-term improvements shall be phased over time to allow for a complete funding portfolio to leverage a variety of funding sources and mechanisms.

Minor Maintenance

General minor maintenance is continual on the ferry, landings, aprons, approaches, and waiting facilities. The costs and extent of the work is unpredictable, and frequently problems must be repaired immediately upon detection. Routine maintenance such as building painting and roof cleaning is more predictable and scheduled in advance.

History of the Ferry System

The ferry system is the only public transportation link for the majority of Lummi Island residents and vehicles to the mainland at Gooseberry Point. In the event of an emergency ferry outage or mechanical failure, the County has contracted pedestrian only ferry services while the vessel is being repaired.

Following is a brief chronology outlining the history of the Whatcom County Ferry System.

GP denotes work occurred at the Gooseberry Point Terminal

LI denotes work occurred at the Lummi Island Terminal

- 1926 Lummi Shore Road from Bellingham was completed and a ferry, the Central, owned by Whatcom County and large enough to hold six small Model-T Fords started making scheduled runs between Lummi Island and Gooseberry Point.
- 1929 The slightly larger Chief Kwina replaces the Central.
- 1950 Gooseberry Point terminal built (**GP**)
- 1962 The M/V Whatcom Chief begins service
- 1977 Lummi Island terminal is relocated (**LI**)
- 1981 New transfer span and tower superstructure installed (**LI**)
- 1982 Approach span trestle refurbished (**GP**)
- 1986 Transfer span, tower structures, and marine structures replaced (**GP**)
- 1993 South inner and mid-ship timber dolphins replaced/installed (**LI**)
- 1999 Emergency South outer dolphin and breakwater repair (**LI**)
- 1999 Electrical feeder replacement (**GP**)
- 2001 Major maintenance on both terminals including painting, new aprons, electrical work, new hydraulics, tower bolt replacement (**LI** and **GP**)
- 2002 20-Year Plan Phase 1 Process and report completed
- 2005 South outer timber dolphin replaced with steel structure (**LI**)
Major Status Report on Ferry System
- 2006 Emergency bearing seat pedestal replacement (**LI**)
Parking lot improvements (**LI**)
Major corrosion repair to vessel hull
Completed design package for a 35-car replacement vessel
Completed design package for urgent electrical/structural terminal repairs
First Rate Increase in 5 years
- 2007 Bridge bearings replaced (**LI**)
Electrical repairs (**LI** and **GP**)
- 2008 Two North timber dolphins replaced with steel doughnut dolphins designed for larger 35-car ferry boat design (**LI**)
Counterweight sheaves replaced (**GP** and **LI**)
Rate increase
- 2009 Emergency North wingwall replacement (**LI**)

- Traffic Gates Installed (**LI** and **GP**)
 Rate adjustment
- 2010 Emergency South wingwall replacement (**LI**)
- 2011 New live load hangers and pins installed (**GP**)
- 2013 Steel apron flaps replaced with rubber-coated flaps (**LI**)
 Timber wingwalls replaced with steel structures (**GP**)
 Terminal remote control system installed, electrical and hydraulic equipment updates (**LI**)
- 2014 Terminal remote control system installed (**GP**)
 All four timber dolphins replaced with steel structures (**GP**)
- 2015 Steel apron flaps replaced with rubber-coated flaps (**GP**)
 Emergency temporary repair to outer timber dolphin (**LI**)
 Rate adjustment
- 2017 Electrical system overhaul (**GP**)
- 2018 Structural steel repair work including new lifting beam, new live load hangars, and replacement of corroded high-strength bolts and diagonal bracing (**GP**)
 Structural steel repair work including replacement of corroded high-strength bolts and diagonal bracing (**LI**)

EXHIBIT "B"

Table 1

FERRY SYSTEM CURRENT AND REPLACEMENT VALUES - 2018

VESSELS

Current Statistics	M/V Whatcom Chief
LENGTH (ft)	94
BEAM (ft)	44
DISPLACEMENT (tons)	78
YEAR BUILT	1962
CAPACITY -- Passengers	100
CAPACITY -- Cars	20
CURRENT INSURED VALUE - 2017	\$890,000
TOTAL CURRENT VALUE - 2018⁽¹⁾	

\$890,000

Replacement Statistics	
YEAR	2024
CAPACITY -- Passengers	150
CAPACITY -- Cars	34
REPLACEMENT VALUE	\$15,000,000
TOTAL - REPLACEMENT VALUE	

\$15,000,000

FACILITIES

LOCATION	YEAR BUILT	AMORTIZATION PERIOD	SCHEDULED REPLACEMENT /MODIFICATION YEAR	CURRENT BOOK VALUE ⁽⁴⁾	ESTIMATED REPLACEMENT COST 2018 \$'s ⁽²⁾
Lummi Island Landing					
Transfer Span and Dock	1982	2022	2040	\$421,345	\$10,000,000
Dolphins/Wingwall/Breakwater	1978	2018	2024	\$1,222,929	\$7,000,000
Upland Facilities	1978	2018	2024	\$60,000	\$4,000,000
Subtotal - Lummi Island Landing				\$1,704,274	\$21,000,000
Gooseberry Point Landing					
Transfer Span and Dock	1987	2027	2024-2046	\$552,345	\$23,500,000
Dolphins/Wingwall ⁽³⁾	2013, 2014	2053, 2054	2024-2046	\$2,945,405	\$3,000,000
Upland Facilities				\$0	\$9,500,000
Subtotal - Gooseberry Point Landing				\$3,497,750	\$36,000,000
TOTAL FACILITIES VALUE				\$5,202,024	\$57,000,000
TOTAL VESSEL & FACILITIES VALUE				\$6,092,024	\$72,000,000

NOTES:

⁽¹⁾ Current Insured Value

⁽²⁾ Per 2018 LOS Alternatives Analysis by KPFF Consulting

⁽³⁾ Replacement requires relocation. A phased approach to relocation will include modifications to existing facilities prior to completion of the new facility.

⁽⁴⁾ Estimated using a 40-year life and straight-line depreciation (including depreciated improvements)

Table 2

Lummi Island Ferry 14-Year Capital Program							
All \$ in 000's Revenues 2020-2026							
Category	2020	2021	2022	2023	2024	2025	2026
Punch Card Fares (3)	\$1,289	\$1,290	\$1,323	\$1,358	\$1,393	\$1,428	\$1,465
Cash Fares (4)	322	322	331	339	348	357	366
(Memo 55% of Operating Cost) (1)	1,611	1,612	1,654	1,697	1,741	1,786	1,832
MVFT Deficit Subsidy	338	338	338	338	338	338	338
County Road Fund Operating Subsidy	1,424	1,425	1,458	1,492	1,526	1,562	1,598
County Road Fund Capital Subsidy	1,992	2,330	50	50	-	-	-
Total Revenues	5,365	5,705	3,500	3,577	3,605	3,685	3,768
Total Expenditures (2)	5,156	5,497	3,290	3,365	3,392	3,471	3,551
Net Unfunded	(209)	(209)	(210)	(212)	(213)	(215)	(216)

Lummi Island Ferry 14-Year Capital Program							
All \$ in 000's Revenues 2027-2033							
Category	2027	2028	2029	2030	2031	2032	2033
Punch Card Fares	\$1,503	\$1,541	\$1,582	\$1,621	\$1,664	\$1,711	\$1,754
Cash Fares	376	385	395	405	416	428	439
(Memo 55% of Operating Cost) (1)	1,879	1,926	1,977	2,027	2,080	2,139	2,193
MVFT Deficit Subsidy	338	338	338	338	338	338	338
County Road Fund Operating Subsidy	1,635	1,673	1,713	1,752	1,794	1,841	1,883
County Road Fund Capital Subsidy	-	-	-	-	-	-	-
Total Revenues	3,852	3,938	4,028	4,117	4,212	4,318	4,414
Total Expenditures (2)	3,634	3,718	3,807	3,894	3,987	4,091	4,185
Net Unfunded (5)	(218)	(220)	(221)	(223)	(225)	(227)	(229)

Note 1: After Subtracting the MVFT Deficit Subsidy. Budgeted for 57% fare recovery based on historical results.

Note 2: As Shown On Table 2, including capital expenditures.

Note 3: Equal to 80% of Fares

Note 4: Equal to 20% of Fares

Note 5: Unfunded ferry capital is generally covered using road fund revenue

Table 3

Lummi Island Ferry 14-Year Capital Program All in 000's Table 2 Expenditures 2020-2026 Page 1							
Category	2020	2021	2022	2023	2024	2025	2026
Operating Expenses							
Vessel Operations							
Personnel	1,470	1,499	1,529	1,560	1,591	1,623	1,655
Fuel & Operating Supplies	700	721	743	765	788	811	836
Insurance	50	52	53	55	56	58	60
Other Operating Expenses	100	104	108	112	117	122	127
Total Vessel Operations	2,320	2,376	2,433	2,492	2,552	2,614	2,678
Other Operations							
Administration	310	316	323	329	336	342	349
Parking Lots							
Lummi Island	5	5	5	5	5	6	6
Gooseberry Pt.	7	7	7	7	8	8	8
Staging Areas							
Lummi Island	8	8	8	9	9	9	10
Gooseberry Pt.	4	4	4	4	5	5	5
Docks							
Lummi Island	160	70	71	73	74	76	77
Gooseberry Pt.	350	380	388	395	403	411	420
Total Operating Expenses	3,164	3,167	3,240	3,315	3,392	3,471	3,551
Capital Expenditures							
Replacement of Whatcom Chief & Terminal Mods	400	330	-	-	-	-	-
Lummi Island Terminal Preservation	825	-	-	-	-	-	-
Gooseberry Pt Terminal Preservation	50	-	-	-	-	-	-
Lummi Island Breakwater Replacement	125	1,950	-	-	-	-	-
Relocation of Gooseberry Terminal	50	50	50	50			
Gooseberry Point							
Docks	390	-	-	-	-	-	-
Staging	9	-	-	-	-	-	-
Parking	5	-	-	-	-	-	-
Lummi Island							
Docks	100	-	-	-	-	-	-
Staging	28	-	-	-	-	-	-
Parking	10	-	-	-	-	-	-
Total Capital Program Costs	1,992	2,330	50	50	-	-	-
Total Costs	5,156	5,497	3,290	3,365	3,392	3,471	3,551

Lummi Island Ferry 14-Year Capital Program
All in 000's Table 2 Expenditures 2027-2033 Page 2

Category	2027	2028	2029	2030	2031	2032	2033
Operating Expenses							
Vessel Operations							
Personnel	1,689	1,722	1,757	1,792	1,828	1,864	1,902
Fuel & Operating Supplies	861	887	913	941	969	998	1,028
Insurance	61	63	65	67	69	71	73
Other Operating Expenses	132	137	142	148	154	159	163
Total Vessel Operations	2,743	2,809	2,878	2,948	3,020	3,092	3,166
Other Operations							
Administration	356	363	370	378	385	393	401
Parking Lots							
Lummi Island	6	6	6	6	6	6	7
Gooseberry Pt.	8	8	9	9	9	9	10
Staging Areas							
Lummi Island	10	10	10	11	11	11	12
Gooseberry Pt.	5	5	5	5	6	18	19
Docks							
Lummi Island	79	80	82	84	85	87	89
Gooseberry Pt.	428	437	445	454	463	472	482
Total Operating Expenses	3,634	3,718	3,807	3,894	3,987	4,091	4,185
Capital Expenditures							
Replacement of Whatcom Chief & Terminal Mods	-	-	-	-	-	-	-
Lummi Island Terminal Preservation	-	-	-	-	-	-	-
Gooseberry Pt Terminal Preservation	-	-	-	-	-	-	-
Lummi Island Breakwater Replacement	-	-	-	-	-	-	-
Relocation of Gooseberry Terminal	-	-	-	-	-	-	-
Gooseberry Point							
Docks	-	-	-	-	-	-	-
Staging	-	-	-	-	-	-	-
Parking	-	-	-	-	-	-	-
Lummi Island							
Docks	-	-	-	-	-	-	-
Staging	-	-	-	-	-	-	-
Parking	-	-	-	-	-	-	-
Total Capital Program Costs	-	-	-	-	-	-	-
Total Costs	3,634	3,718	3,807	3,894	3,987	4,091	4,185



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-418

File ID:	AB2019-418	Version:	1	Status:	Agenda Ready
File Created:	07/24/2019	Entered by:	SMurdoch@co.whatcom.wa.us		
Department:	Health Department	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Update from the Health Department on activities related to housing, shelter and domestic violence intervention treatment

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Exhibit A, Exhibit B



Memorandum

TO: JACK LOUWS
FROM: Anne Deacon
DATE: July 22, 2019
RE: Council Update on activities related to Housing, Shelter and Domestic Violence Intervention Treatment

During the August 7, 2019 County Council Public Works and Health Committee, an update will be provided on the following activities underway:

1. Severe Weather Shelter: The Health Department convened a brief series of subcommittee meetings chartered by the Whatcom County Housing Advisory Committee to focus on creating a plan for the coming winter. In the event that extreme cold and potentially life-threatening weather conditions are forecasted, guiding assumptions for shelters were agreed upon, copied here. An action plan has been developed that includes identifying community partners who are willing to contract with the county to provide shelter services during severe weather. The current action plan will be presented at the Health Committee showing activities that have been accomplished to date to address the public health concern of human exposure to severe cold weather.
2. Substitute House Bill 1406: During the recent state legislative session, this bill was passed and allows local governments to receive a sales tax rebate and dedicate the monies to housing development and rental assistance to low-income households. It is estimated that approximately \$660,000 to \$680,000 per year might be available countywide for these efforts. The Final Bill Report is attached here. The county has been in conversations with all seven cities about options to take advantage of this new funding opportunity and will provide information on current considerations.
3. The 2019 county budget designated \$111,000 to increase local access to Domestic Violence Intervention Treatment. The city of Bellingham has offered to partner with the county and contribute \$100,000. The county released a Request for Qualifications (RFQ) in an attempt to procure additional services. The county did not receive any proposals from providers that met our qualifications, and is therefore working with District Court Probation to develop other methods to procure treatment services from state certified treatment providers.





SEVERE WEATHER SHELTERS

Guiding Assumptions:

1. Severe Weather shelters will open when there is no capacity at the Lighthouse Mission and overflow Winter Shelters, and the temperature threshold is met. The Health Department Director will determine when severe cold weather conditions pose life-threatening circumstances and severe weather shelter(s) should open.
2. The temperature threshold is 28°F forecasted as the overnight low. Precipitation of 1" forecasted or on the ground if temperature threshold is reached is also an activation factor.
3. Temperature ranges collected at the Bellingham Airport from the National Oceanic and Atmospheric Administration (NOAA) will be the only source utilized for determining whether the weather threshold is met.
4. Wind Chill used as a factor for weather threshold is extremely variable due to gusts, nine micro-climates in the county, and challenges with forecasting sustained winds. Wind Chill will be considered and the negotiated contract(s) will define the parameters of when wind conditions may activate shelter opening.
5. Contracted organizations will have final say on whom they serve, within the guidelines of the contract. More vulnerable populations will be prioritized. Capacity constraints of contracted organizations may also limit the number of days a severe weather shelter can be offered.
6. Unique requests (i.e., pets, couples, meals) will be considered, but may not be accommodated due to insufficient contracted organization capacity.
7. Twenty-four hours advance notice, when possible, will be provided to the contracted organization(s) when requesting the opening of a severe weather shelter.
8. Severe Weather shelter(s) will be deactivated when thresholds for forecasted severe weather are no longer met.
9. Nothing prohibits organizations from opening their own shelters during severe weather, but public resources will not be offered without a prearranged contract.



FINAL BILL REPORT

SHB 1406

C 338 L 19
Synopsis as Enacted

Brief Description: Encouraging investments in affordable and supportive housing.

Sponsors: House Committee on Housing, Community Development & Veterans (originally sponsored by Representatives Robinson, Macri, Chapman, Valdez, Senn, Peterson, Kloba, Tharinger, Gregerson, Stanford, Walen, Doglio, Frame, Jenkins, Riccelli, Slatter, Ormsby and Santos).

House Committee on Housing, Community Development & Veterans
House Committee on Finance
Senate Committee on Housing Stability & Affordability
Senate Committee on Ways & Means

Background:

Retail sales taxes are imposed on retail sales of most articles of tangible personal property, digital products, and some services. A retail sale is a sale to the final consumer or end user of the property, digital product, or service. If retail sales taxes were not collected when the user acquired the property, digital products, or services, then use taxes apply to the value of property, digital product, or service when used in this state. The state, all counties, and all cities levy retail sales and use taxes. The state sales and use tax rate is 6.5 percent; local sales and use tax rates vary from 0.5 percent to 3.9 percent, depending on the location.

Summary:

County and city legislative authorities are authorized to implement a local sales tax to fund affordable or supportive housing. The maximum rate imposed may not exceed either 0.0146 percent or 0.0073 percent.

Until July 28, 2020, the maximum rate of 0.0146 percent is available only to:

- a city levying a qualifying local tax;
- a city located in a county that declares it will not levy the tax or that does not adopt a resolution of intent to impose the tax; and
- a county within its unincorporated areas and within the limits of a city that declares it will not levy the tax or that does not adopt a resolution of intent to impose the tax.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

The rate of 0.0073 percent is available only to:

- a city without a qualifying local tax; and
- a county within the limits of a city that does not levy a qualifying local tax.

A county may not levy the tax within the limits of a city imposing the tax at 0.0146 percent.

After July 28, 2020, the maximum rate of 0.0146 percent is available only to:

- a city levying a qualifying local tax; and
- a county within its unincorporated areas and within the limits of a city that is not levying the tax.

The rate of 0.0073 percent is available only to:

- a city that is not levying a qualifying tax located in a county levying the tax; and
- a county within the limits of a city that does not levy a qualifying local tax. A city without a qualifying local tax may not levy the tax unless the county also levies the tax. A county may not levy the tax within the limits of a city imposing the tax at 0.0146 percent.

A "qualifying local tax" is defined as the affordable housing levy, the sales and use tax for housing and related services, the sales and use tax for chemical dependency and mental health treatment services or therapeutic courts, or a voter-approved property tax levy used solely for affordable housing. To impose the tax, a county or city legislative authority must adopt a resolution of intent within six months of July 28, 2019, and impose the tax within one year.

The tax is credited against the state sales tax collected in the jurisdiction. The amount a county or city may collect in any state fiscal year is limited based on taxable retail sales in the jurisdiction for state fiscal year 2019.

A county or city may bond against the revenue. The revenue collected or bonds issued may only be used for:

- acquiring, rehabilitating, or constructing affordable housing, including new units of affordable housing within an existing structure or facilities providing supportive housing services to individuals with mental or behavioral disorders; or
- operations and maintenance costs of new units of affordable or supportive housing.

Counties with a population of 400,000 or less and cities with a population of 100,000 or less may also use the revenue to provide rental assistance to tenants.

Housing and services may only be provided to persons whose income is at or below 60 percent of the county median income. A county or city may enter into an interlocal agreement with one or more other counties, cities, or housing authorities to provide affordable or supportive housing.

Counties and cities imposing the tax must submit annual reports on the collection and uses of the revenue to the Department of Commerce (COM), and the COM must submit a report annually to the appropriate legislative committees.

The tax expires 20 years after the jurisdiction first imposes the tax.

Votes on Final Passage:

House	66	32	
Senate	33	15	(Senate amended)
House	62	36	(House concurred)

Effective: July 28, 2019



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-430

File ID:	AB2019-430	Version:	1	Status:	Agenda Ready
File Created:	07/31/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution acknowledging receipt of a citizen petition to form a no shooting zone in the Drayton Harbor area of Whatcom County .

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Council has received a petition to form a no shooting zone in the Drayton Harbor area of Whatcom County. Approval of this resolution will begin the process for forming the proposed zone.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Resolution for August 7, Whatcom County Code 9.32

RESOLUTION NO. _____

**ACKNOWLEDGING RECEIPT OF A CITIZEN PETITION TO FORM A
NO SHOOTING ZONE IN THE DRAYTON HARBOR AREA OF WHATCOM COUNTY**

WHEREAS, on July 23, 2019, a citizen petition to form a no shooting zone in the Drayton Harbor area of Whatcom County was submitted to the Council Office; and

WHEREAS, pursuant to Whatcom County Code 9.32.040, the petition includes the following:

1. Cover letter explaining the reasons the petitioner would like the no shooting zone to be formed, a history of shooting violations in the area, the name, address, and phone numbers of a person who will act as liaison with the county council concerning the proposed zone;
2. Signatures of at least sixty percent of persons owning property within the proposed boundaries of the zone;
3. Legal description of the proposed boundaries of the no-shooting zone;
4. Map showing the proposed boundaries; and

WHEREAS, it is necessary for the Council to acknowledge receipt of the petition in order to begin the process for forming the proposed no shooting zone.

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby acknowledges receipt of a citizen petition to form a no shooting zone in the Drayton Harbor area of the county, as outlined in Exhibit A to this resolution.

BE IT FURTHER RESOLVED that the Clerk of the Council will prepare a proposed ordinance to establish the no shooting zone and assign a number to the proposed zone.

BE IT FURTHER RESOLVED that the Clerk of the Council will seek review of the proposed ordinance by the Prosecutor's Office, Sheriff's Office, County Executive, Planning and Development Services Department, Public Works Department, and the Washington State Department of Wildlife.

BE IT FINALLY RESOLVED that the Clerk of the Council will schedule the proposed ordinance for introduction and public hearing by the Council, with notice of such hearing to be published in accordance with state and county law in the newspaper of general circulation within the county and the newspaper of general circulation within the proposed boundaries of the no shooting zone.

APPROVED this ____ day of August, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

ANDREW SCOUAR
(415) 341 4027
9039) DEARBORN AVE

506



No Shooting Zone Creation

Information Sheet,
Citizen Petition Form, and
Petitioner Signature Sheets

Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

Please complete both pages of this form, and use the attached Petitioner Signature Sheet (and copies of it) when seeking signatures of property owners. The information on this form will be public information. Thank you.

DESCRIPTION OF PROPOSED NO SHOOTING ZONE: The general area sought to be designated as a no shooting zone is: (short description)

RESIDENTIAL NEIGHBORHOOD BOUNDED BY BLAINE RD IN THE EAST, DRAYTON HARBOR IN THE WEST, DAKOTA CREEK IN THE NORTH AND HALL RD RESIDENCE PROPERTY IN THE SOUTH. ALL PROPERTIES BETWEEN AND INCLUDING THESE BOUNDARIES.

The **Whatcom County Public Works Engineering Services Division** helped the petitioner(s) develop the following legal description of the boundaries of the proposed no shooting zone: (attach separate sheet if needed)

Signature of Engineering Services employee assisting the petitioner:

Signature _____ Date _____

MAP ATTACHED: A map on 8.5 x 11 white paper, prepared with the help of the Whatcom County Engineering Services, is attached, with the proposed boundaries clearly marked. Proposed boundaries are placed along established roadways whenever possible.

GENERAL STATEMENT PROPOSING THE FORMATION OF A NO SHOOTING ZONE: The property owners who have signed this petition include at least 60 percent of the persons owning property within the boundaries of the proposed no shooting zone (if a property has two or more owners, each owner must sign to be counted toward the 60 percent and no owner can be counted more than once, even if he or she owns more than one parcel); such boundaries are detailed above and on the attached map. We understand that the Whatcom County Council will not consider anti-gun or anti-hunting sentiments as a reason for forming a no shooting zone. The reasons that the property owners who have signed this petition request that a no shooting zone be formed follow:

POPULATION DENSITY IN THIS RESIDENTIAL NEIGHBORHOOD WITH MANY ELDERLY RESIDENTS, FAMILIES WITH YOUNG CHILDREN, HOME OWNERS + FAMILIES WITH ANIMALS (PETS). SHOOTING AND HUNTING ANYWHERE NEAR THIS NEIGHBORHOOD AND PUBLIC ACCESS ROADS + WATERWAYS IS DANGEROUS AND DISTURBS THE PEACE + QUIET OF THE NEIGHBORHOOD AND COULD POTENTIALLY DAMAGE PROPERTY + VEHICLES.

The petitioners also offer, as support for their request, the following brief history of shooting violations in the area proposed as a no shooting zone:

No Shooting Zone Creation

Information Sheet,
Citizen Petition Form, and
Petitioner Signature Sheets

Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

We, the undersigned, petition the Whatcom County Council to declare as a no shooting zone the area detailed on the attached petition form and map. In addition, the undersigned agree that ANDREW SCOULAR will be the petitioners' contact person in this matter; this person will keep other petitioners informed of relevant meeting dates and times.

By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

NAME (printed)	SIGNATURE	ADDRESS (of property within proposed zone)
<i>Christine Val...</i>	<i>Christine Val...</i>	4603 Elmwood Dr.
<i>Robert Blankinship</i>	<i>Robert W. Blankinship</i>	4615 Elmwood Dr.
<i>Harpreet dhillon.</i>	<i>Harpreet dhillon.</i>	4610 Elmwood Elmwood Dr.
<i>Angelito Flores</i>	<i>Angelito Flores</i>	4598 Elmwood DR.
<i>Emmett Bond</i>	<i>Emmett Bond</i>	4551 Elmwood Dr.
<i>KAREN KLEES</i>	<i>Karen Klees</i>	4606 Elmwood Dr.
<i>Rose Marie Wirts</i>	<i>Rose Marie Wirts</i>	4605 Hall Rd.
<i>Barb Jones</i>	<i>Barb Jones</i>	4604 Hall Rd.
<i>RANDY MILLER</i>	<i>Randy Miller</i>	8996 Dearborn Ave
<i>JOHN NISSEN</i>	<i>John Nissen</i>	4622 Hall Rd
<i>Rosemary Harrison</i>	<i>Rosemary Harrison</i>	9003 DEARBORN AVE
<i>Tammy Alexandre</i>	<i>Tammy Alexandre</i>	9031 Dearborn Ave
<i>LISA BURNS</i>	<i>Lisa Burns</i>	4623 Elmwood Dr.
<i>ROSANNE McCafferty</i>	<i>Rosanne McCafferty</i>	4602 ELMWOOD DR
<i>Larise Carpenter</i>	<i>Larise Carpenter</i>	9007 BAY CIRCLE
<i>Shannon Zebrowski</i>	<i>Shannon Zebrowski</i>	9005 Bay Circle
<i>Karl Swope</i>	<i>Karl Swope</i>	9002 Bay Circle
		9004 Bay Circle

Petitioner Signature Sheet, Page 1 of 3.

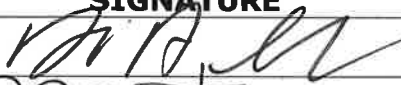
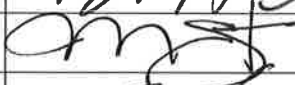

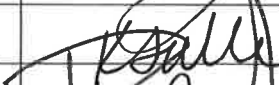
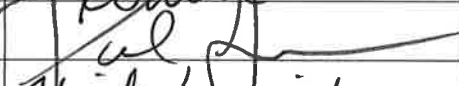
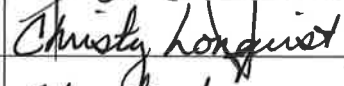
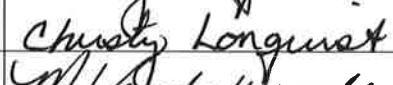

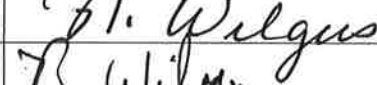
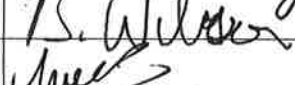
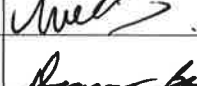
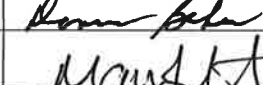
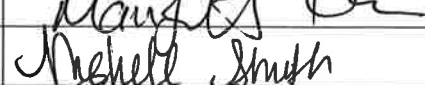
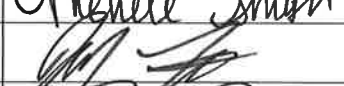
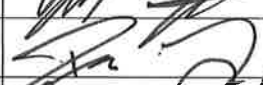
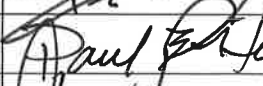

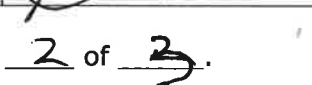
No Shooting Zone Creation

Information Sheet,
Citizen Petition Form, and
Petitioner Signature Sheets

Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

We, the undersigned, petition the Whatcom County Council to declare as a no shooting zone the area detailed on the attached petition form and map. In addition, the undersigned agree that ANDREW SCOLLAR will be the petitioners' contact person in this matter; this person will keep other petitioners informed of relevant meeting dates and times.

By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

NAME (printed)	SIGNATURE	ADDRESS (of property within proposed zone)
DAVID GRAYSTON		9015 DEARBORN AVE
MARY SARGENT		9035 Dearborn Ave
Nancy Price Scoular		9039 Dearborn Ave
KARLYN SALLIS		4594 Elmwood Dr.
Paul Johnson		4618 Hall Road, Blaine
CHRISTY LONGQUIST		4580 SHIPYARD RD BLAINE
CHRISTY LONGQUIST		4584 SHIPYARD RD "
Marlene VanderWoude		4590 Shipyard Rd Blaine
Noreen WILGUS		9059 DEARBORN AVE
BRYAN WILSON		4619 Elmwood Ave.
HUDA MANZOOR		4612 Elmwood Ave
DONNA BAKER		4585 Hall Rd.
MANJIT KAUR		4593 Hall Rd -
Michelle Smith		4589 Hall Rd
SAKE FAROOQ		4601 Hall Rd
Rhyan Lopez		9001 Bay Cir.
PAUL HUNT		4590 ELMWOOD DR.
Joe Sullivan		4585 Seaside 9043 Dearborn Ave

Petitioner Signature Sheet, Page 2 of 3.

No Shooting Zone Creation

Information Sheet,
Citizen Petition Form, and
Petitioner Signature Sheets

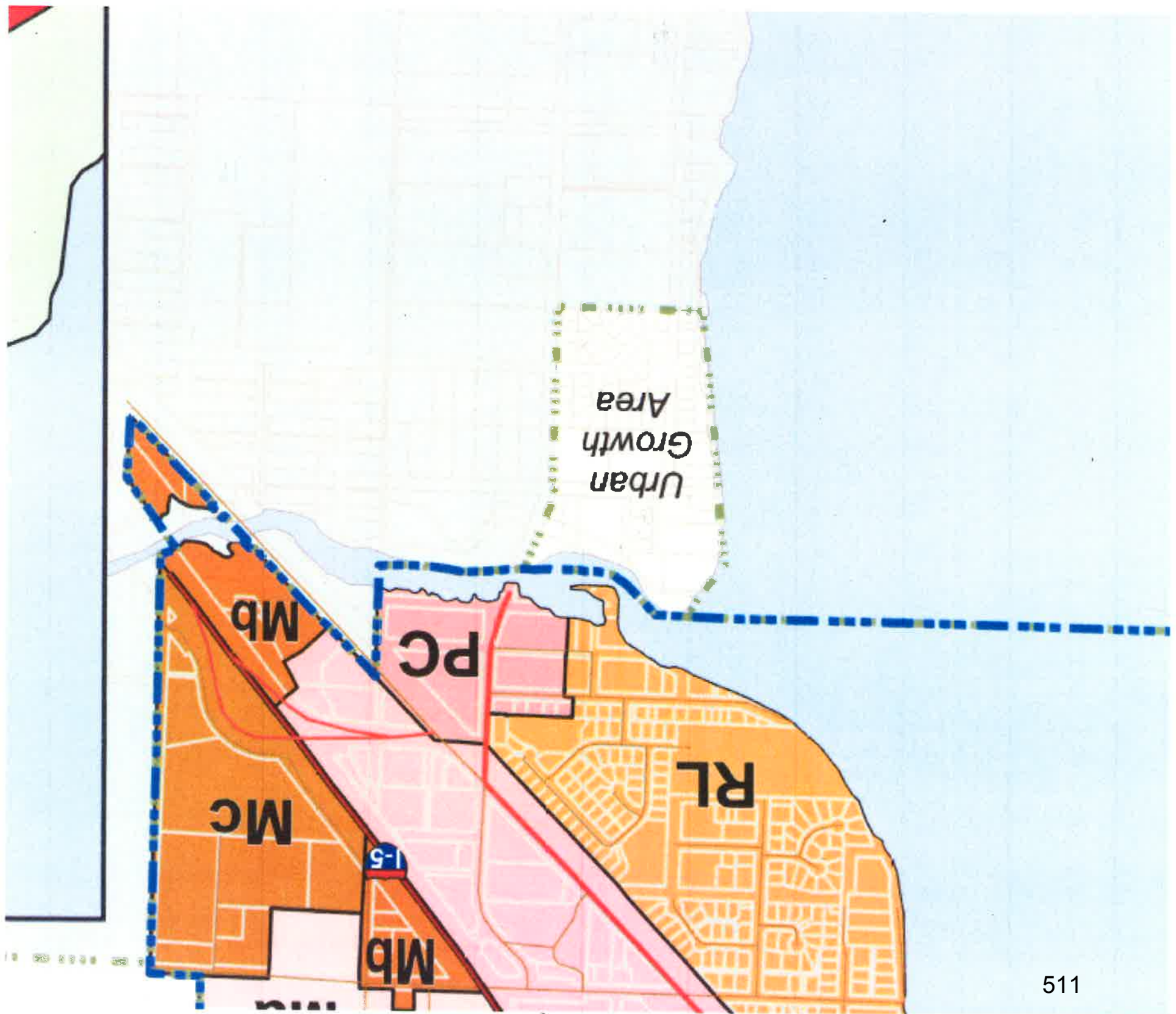
Whatcom County Council
311 Grand Ave., Suite 105
Bellingham, WA 98225

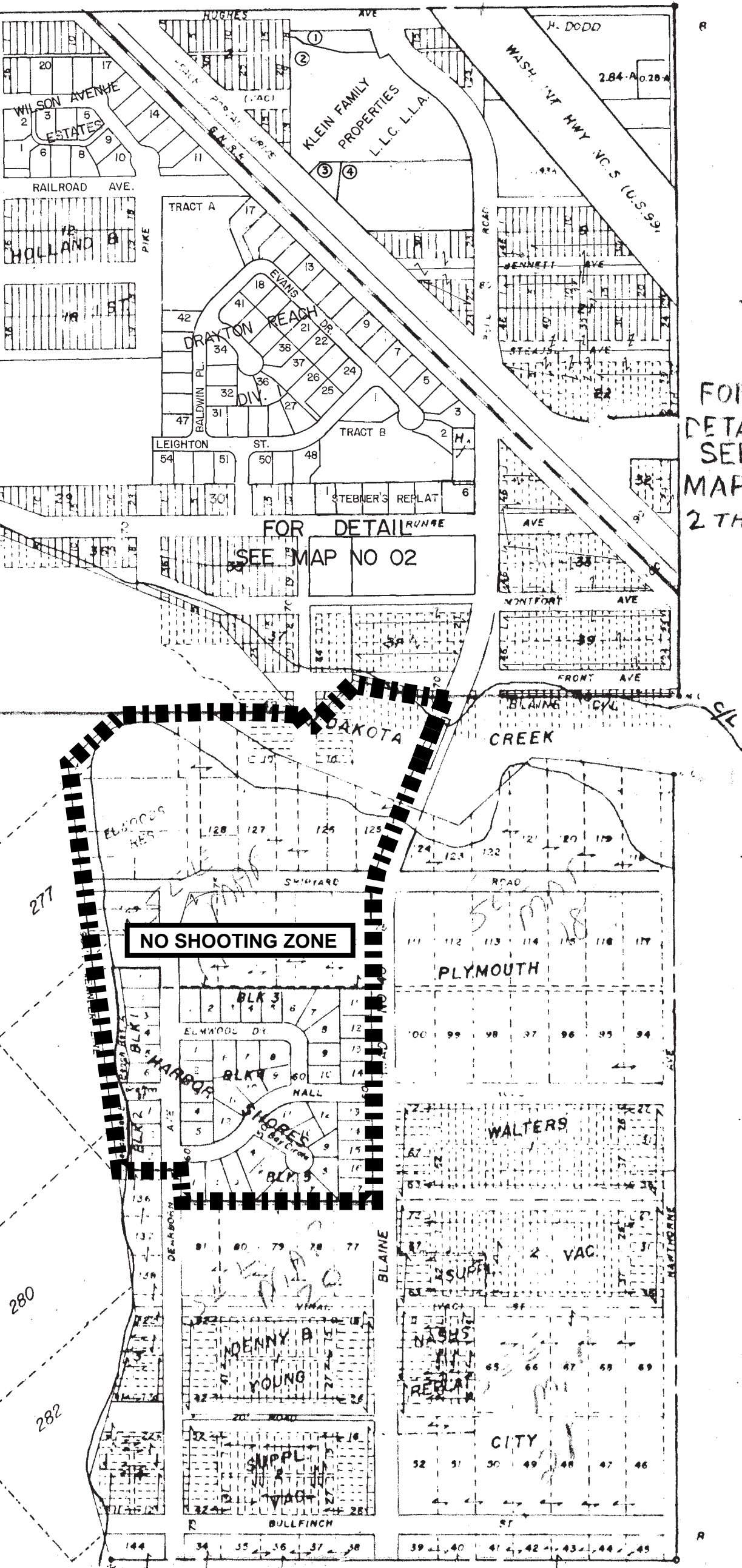
We, the undersigned, petition the Whatcom County Council to declare as a no shooting zone the area detailed on the attached petition form and map. In addition, the undersigned agree that ANDREW SCOULAR will be the petitioners' contact person in this matter; this person will keep other petitioners informed of relevant meeting dates and times.

By signing this form, petitioners affirm and swear, under penalty of perjury, that they are the owners of property included within the boundaries of the proposed no shooting zone.

[illegible]

Petitioner Signature Sheet, Page 3 of 3.





TOWNSHIP

40

RANGE

1E

SECTION

07

MAP NO.

01

SCALE

1"=400'

DATE

4/26/03

REVISED

2 Nov. 2016
Assessor's Dept.
Whatcom Co.

THIS MAP IS FOR
ASSISTANCE IN
PROPERTY LOCATION
AND NOT GUARANTEED
FOR ACCURATE
MEASUREMENTS

THAT PORTION OF PLYMOUTH CITY, AS PER THE MAP THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 56, RECORDS OF WHATCOM COUNTY, WASHINGTON, LYING WESTERLY OF THE WEST RIGHT OF WAY MARGIN OF BLAINE ROAD (AKA SR 548) AND NORTHERLY OF THE NORTH LINE OF THE PLAT OF HARBOR SHORES, AS PER THE MAP THEREOF, RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 994985.

TOGETHER WITH VACATED STREETS AND ALLEYS.

TOGETHER WITH SAID PLAT OF HARBOR SHORES.

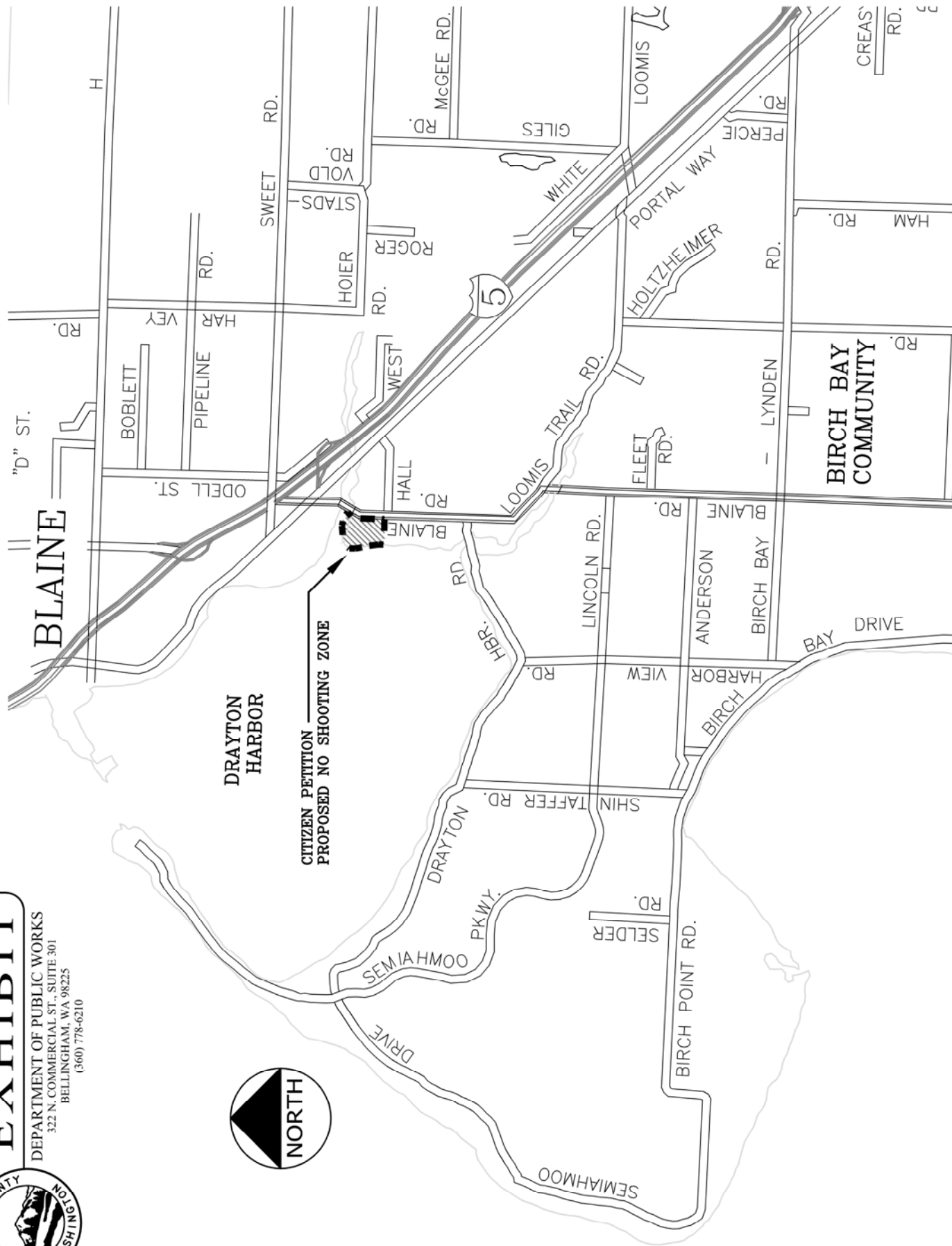
TOGETHER WITH THAT PORTION OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 1 EAST, W.M., WHATCOM COUNTY, WASHINGTON, LYING WESTERLY OF SAID BLAINE ROAD RIGHT OF WAY AND NORTHERLY OF SAID PLYMOUTH CITY AND SOUTHERLY OF THE LIMITS OF THE CITY OF BLAINE, WHATCOM COUNTY, WASHINGTON.

EXCEPT ANY PORTION WITHIN THE LIMITS OF SAID CITY OF BLAINE.



EXHIBIT

DEPARTMENT OF PUBLIC WORKS
322 N. COMMERCIAL ST., SUITE 301
BELLINGHAM, WA 98225
(360) 778-6210



Chapter 9.32
UNLAWFUL DISCHARGE OF FIREARMS

Sections:

[9.32.010 Definitions.](#)

[9.32.020 Authority.](#)

[9.32.030 Initiation by citizens or council.](#)

[9.32.040 Petition.](#)

[9.32.050 Resolution of intent.](#)

[9.32.060 Ordinance establishing zone.](#)

[9.32.070 Notice of zone establishment.](#)

[9.32.080 Restrictions and penalties.](#)

[9.32.085 Unlawful firearms and/or weapons in parks.](#)

[9.32.090 Exemptions.](#)

[9.32.100 Zones posted.](#)

[9.32.110 Severability.](#)

[9.32.120 No shooting zone number 1 established.](#)

[9.32.130 No shooting zone number 2 established.](#)

[9.32.140 No shooting zone number 3 established.](#)

[9.32.150 No shooting zone number 4 established.](#)

[9.32.160 No shooting zone number 5 established.](#)

[9.32.170 No shooting zone number 6 established.](#)

[9.32.180 No shooting zone number 7 established.](#)

[9.32.190 No shooting zone number 8 established.](#)

[9.32.200 No shooting zone number 9 established.](#)

[9.32.210 No shooting zone number 10 established.](#)

[9.32.220 No shooting zone number 11 established.](#)

[9.32.230 No shooting zone number 12 established.](#)

[9.32.240 No shooting zone number 13 established.](#)

[9.32.250 No shooting zone number 14 established.](#)

[9.32.260 No shooting zone number 15 established.](#)

[9.32.270 No shooting zone number 16 established.](#)

[9.32.280 No shooting zone number 17 established.](#)

[9.32.290 No shooting zone number 18 established.](#)

[9.32.300 *Repealed.*](#)

[9.32.310 No shooting zone number 20 established.](#)

[9.32.320 No shooting zone number 21 established.](#)

[9.32.330 No shooting zone number 22 established.](#)

[9.32.340 No shooting zone number 23 established.](#)

9.32.010 Definitions.

A. "Firearms" as used in this chapter means any weapon or device from which a projectile may be fired by an explosive such as gunpowder.

B. "No shooting zone" is an area designated by the county council in which the discharge of firearms is prohibited under this chapter.

C. "Ranges" are private, public or commercial facilities meeting the following criteria:

1. Covered ranges are ranges, whether interior or exterior, constructed of materials such as concrete, wood, rock, soil, metal or a combination thereof with sufficient thickness recommended by the State Department of Wildlife for projectile backstop particular to caliber used.
2. The Bellingham Gun Club (Larson Road facility) and the Custer Sportsman Club (Custer and Lynden facility). (Ord. 92-74 (part)).

9.32.020 Authority.

The county council has the authority and power to establish no shooting zones, pursuant to

authority granted by the state in RCW 36.32.120. (Ord. 92-74 (part)).

9.32.030 Initiation by citizens or council.

Citizens may petition the county council for the formation of a no shooting zone, or the council may initiate the creation of a no shooting zone by passing a resolution declaring its intent to do so, if it finds that such creation would be in the best interest of the public health, safety and welfare. (Ord. 92-74 (part)).

9.32.040 Petition.

Citizens petitioning the council for creation of a no shooting zone shall follow the process set forth in this section. Using a form provided by the Council Office, the petitioners shall submit to the council the following:

- A. The signatures of at least 60 percent of persons owning property within the proposed boundaries of the zone;
- B. A legal description of the proposed boundaries of the no shooting zone. Said boundaries shall not overlap those of existing no shooting zones. In preparing such legal description, petitioners must seek the assistance of the county engineering division and should place the proposed boundary lines along established roadways whenever possible;
- C. A map showing those boundaries, on an 8-1/2 by 11-inch sheet of paper;
- D. A cover letter explaining the reasons petitioners would like the no shooting zone to be formed, a history of shooting violations in the area, bearing the name, address, and phone numbers of a person who will act as liaison with the county council concerning this proposed zone. Anti-gun and anti-hunting sentiments shall not be considered as reasons for presenting a no shooting zone petition to the county council. (Ord. 92-74 (part)).

9.32.050 Resolution of intent.

- A. Upon its own initiative the council may pass a resolution declaring its intent to form a no shooting zone.
- B. The resolution will contain the following:
 - 1. A statement that the council believes the formation of the no shooting zone would be in the best interests of the public health, safety and welfare;
 - 2. Citations of the council's authority to pass such a resolution;
 - 3. A statement that creation of a no shooting zone could result in the imposition of civil penalties;
 - 4. A legal description and map of the proposed boundaries of the no shooting zone, verified by

the county engineering division;

5. A request for public comment on the proposed no shooting zone, along with a statement that the council will be consulting with other county departments before scheduling the matter for public hearing;

6. A statement that the council cannot create the no shooting zone without first having a hearing on the proposal, and that such hearing date is yet to be announced.

C. Upon passage of the resolution, the clerk of the council will advertise the resolution's contents in the county's official newspaper, as well as the newspaper of widest circulation within the boundaries of the proposed zone. (Ord. 92-74 (part)).

9.32.060 Ordinance establishing zone.

A. Following either the receipt at a full council meeting of a citizen's petition complying with the requirements of this chapter, or passage of a resolution of intent by a majority of the full council, the clerk of the council will draft an ordinance to establish the no shooting zone and assign a number to the proposed zone.

B. Following preparation of the ordinance, the clerk of the council will seek review of the ordinance by the following county departments and state agencies: Prosecutor's office; sheriff's office; executive; planning department; public works department, including the engineering and buildings and code divisions; and the Washington State Department of Wildlife, enforcement division.

C. The clerk of the council will schedule the ordinance for introduction and hearing by the county council. Notice of hearing shall be published in accordance with state and county law, in the newspaper of general circulation within the county and the newspaper of general circulation within the proposed boundaries of the no shooting zone.

D. Following the public hearing, the council shall take into consideration the comments made by the public and county departments when making its decision to adopt or to not adopt the ordinance. (Ord. 92-74 (part)).

9.32.070 Notice of zone establishment.

A. Upon adoption of the ordinance establishing a no shooting zone, the clerk of the council shall publish notice of adoption in the newspaper of general circulation within the county and the newspaper of general circulation within the proposed boundaries of the no shooting zone.

B. Notice of the ordinance's adoption shall be sent to the following departments and/or (including the engineering and buildings and codes divisions); parks department; Washington State Patrol; What-Comm; the Washington State Department of Wildlife, enforcement division and other interested organizations. (Ord. 92-74 (part)).

9.32.080 Restrictions and penalties.

A. It is unlawful to discharge firearms within the areas described as no shooting zones within this chapter.

B. All county dumps and present county parks are no shooting zones, except for those areas listed under “exemptions.”

C. Violations of this chapter shall constitute class 1 civil infractions pursuant to RCW 7.80.120. The maximum penalty and the default amount for such violations shall be consistent with Chapter 7.80 RCW. All violations shall be heard and determined in accordance with the system established in Chapter 7.80 RCW.

D. The Whatcom County Sheriff shall be the “enforcement officer” of this chapter, as that term is defined in RCW 7.80.040. (Ord. 92-74 (part)).

9.32.085 Unlawful firearms and/or weapons in parks.

A. It is unlawful within a county-owned park for any person to:

1. Discharge or propel across, in, or into any county-owned park a firearm, bow and arrow, spear gun, harpoon, or air or gas weapon, or any similar dangerous device capable of injuring or killing any person or animal, or damaging or destroying any public or private property.

A violation of this section shall constitute a misdemeanor.

B. The following are affirmative defenses to a violation of this section, which the defendant must prove by a preponderance of the evidence:

1. The activity constituting the violation was authorized by the Whatcom County parks and recreation director as a special recreational activity upon a finding that the activity is consistent with parks use.
2. Any person acting for the purpose of protecting himself or herself against the use of presently threatened unlawful force by another, or for the purpose of protecting another against the use of such unlawful force by a third person.
3. Any person making or assisting in making a lawful arrest for the commission of a felony.
4. Any properly licensed hunter during an applicable hunting period or season, who is entering or leaving an approved hunting area, or who traverses park property while entering or leaving an approved hunting area.
5. If otherwise exempted by either RCW 9.41.300(2)(b) or (6) as currently enacted or hereafter amended or by WCC [9.32.090](#)(C), (D), or (G) as currently enacted or hereafter amended.

C. Nothing in this section shall be construed to abridge the right of an individual licensed under

RCW 9.41.070 to carry a concealed weapon in a county-owned park. (Ord. 2013-026 Exh. A; Ord. 99-007).

9.32.090 Exemptions.

A. This chapter shall not apply to nor prohibit the discharge of firearms in the slaughter of cattle, sheep or swine, or the attempted destruction of predators, or the humane dispatch of diseased or injured animals.

B. This chapter shall not apply to law officers who discharge firearms while in the line of duty, or citizen for self-defense, defense of others, or defense of their property.

C. The county park facility known as the Plantation Rifle Range is exempt from this chapter.

D. The county park known as Tennant Lake is exempt from this chapter, provided that shooting will be allowed only after permission is granted by the parks director or his/her designee.

E. This chapter shall not apply to organized "black powder" events.

F. This chapter shall not apply to nor prohibit the discharge of firearms in historically hunted areas adjacent to shorelines of lakes, ponds, and streams (including the Nooksack River, Terrell Lake, Tennant Lake, Squalicum Lake, Mosquito Lake, Fazon Lake, Boundary Lake, Green Lake, Pangborn Lake). The council shall determine additional "historically hunted areas" from testimony at the no shooting zone hearing(s), if and when there is consideration of additional zone(s), to which these may apply.

G. This chapter shall not apply to nor prohibit the discharge of firearms in any competition or event at any county park which is authorized by or sponsored by the county parks system.

H. This chapter shall not apply to covered ranges (WCC [9.32.010](#)) and the inclusion or exclusion of other types of ranges within a no shooting zone shall be determined from testimony at the hearing(s), if and when there is consideration of additional zone(s), to which these may apply. The intent is to provide private ranges if deemed safe.

I. The Bellingham Gun Club (Larson Road facility), and the Custer Sportsman Club (Custer and Lynden facilities) are exempt from this chapter.

J. All hunting activity in Whatcom County shall be conducted, also, under the rules and regulations of the Washington State Department of Wildlife. (Ord. 92-74 (part)).

9.32.100 Zones posted.

A. Signs stating that no shooting is allowed in a given area shall be placed by the county at a minimum of four locations along the entire boundary of all no shooting zones, particularly along road frontage or points of public access.

B. Exceptions to this section include county dumps and county parks, wherein signs are required only at the main entrances.

C. Posting of signs shall be the responsibility of the public works department.

D. The signs will be created under the direction of the public works department and shall conform to the following minimum requirements:

1. Each sign will be of sufficient size to contain the information required in this section, and for the wording to be easily distinguished from a distance of 25 to 30 feet.
2. Each sign will either convey, through use of graphics, that no shooting is allowed; or will bear wording similar to the following:

NO SHOOTING

Whatcom County Code Section 9.32

Violation punishable by civil penalties

E. The placement of these signs is advisory only. It is the responsibility of the person doing the shooting to know the area and to know whether or not shooting is permissible. It is not a defense to a violation of this ordinance that the signs called for were not in place.

F. Private property owners may post their own land as “no shooting” or “no hunting” areas, even when not located within a no shooting zone. (Ord. 92-74 (part)).

9.32.110 Severability.

If any section, subsection, clause or phrase of this ordinance codified in this chapter or its application to any person or circumstances is held invalid, the remainder of the application to other persons or circumstances shall not be affected. (Ord. 92-74 (part)).

9.32.120 No shooting zone number 1 established.

A. No shooting zone number 1 is also known as the zone on the east city limits Bellingham.

B. The boundaries of the zone are described as follows:

Beginning at the north quarter (N 1/4) corner of Section 5, Township 37 North, Range 3 East, W.M., said quarter corner being on the east limits of Bellingham; thence easterly along the township line between Township 37 North and Township 38 North to the Lake Louise Road; thence southeasterly along said Lake Louise Road to Lake Whatcom Boulevard (County Road 657); thence northerly and northwesterly along Lake Whatcom Boulevard to the southeasterly corner of the Plat of Echo Point at Strawberry Point; thence easterly to Lake Whatcom; thence northwesterly along the shore line of Lake

Whatcom to the north line of Section 35, Township 38 North, Range 3 East, W.M., which is Cable Street, Plat of West Geneva, extended east to Lake Whatcom; thence westerly along the north lines of Sections 35 and 34 to the east city limits line for Bellingham (northwest corner of Section 34); thence southerly along the easterly Bellingham city limits line to the northwest corner of the southwest quarter (SW 1/4) of Section 34; thence westerly along the Bellingham city limits line to the northwest corner of the southwest quarter (SW 1/4), southeast quarter (SE 1/4) of Section 32, Township 38 North, Range 3 East, W.M.; thence southerly to the point of beginning.

(Ord. 92-74 (part)).

9.32.130 No shooting zone number 2 established.

A. No shooting zone number 2 is also known as the zone in Township 37 around Lake Whatcom.

B. The boundaries are described as follows:

Beginning at a point where Lakeway Drive enters the city limits of the city of Bellingham along said Lakeway Drive to Lake Whatcom Boulevard; thence along Lake Whatcom Boulevard to where it intersects the common section line between Sections 6 and 31, Township 37 North, Range 4 East, W.M.; thence easterly along said section line approximately 360 feet; thence south 50°00 east approximately 8,700 feet; thence south 30°00 east approximately 2,400 feet; thence south 28°00 west until intersecting Lake Whatcom Boulevard approximately 4,000 feet; thence southeast along Lake Whatcom Boulevard to where it intersects the Blue Canyon Road; thence northwesterly along Blue Canyon Road to its end; thence northwesterly along the Northern Pacific Railway right-of-way to the end of the North Shore Road; thence along the North Shore Road to the point where the North Shore Road enters the city limits of the city of Bellingham.

(Ord. 92-74 (part)).

9.32.140 No shooting zone number 3 established.

A. No shooting zone number 3 is also known as the area north of Bellingham city limits.

B. The boundaries are described as follows:

Beginning at a point at the city limits of the city of Bellingham at a point where the Hannegan Road would intersect said city limits if extended; thence north to the intersection of the Hannegan Road and Bakerview Road; thence westerly along the Bakerview Road to where said Bakerview Road intersects the Jones Road; thence southerly along the Jones Road to the waterfront of Bellingham Bay; thence in a southeasterly direction along the shores of Bellingham Bay to the city limits of Bellingham and thence along the north city limits of the city of Bellingham to the point of beginning.

(Ord. 92-74 (part)).

9.32.150 No shooting zone number 4 established.

A. No shooting zone number 4 is also known as the zone in the area near North Shore Road.

B. The boundaries are described as follows:

A strip of land 500 feet wide lying north of and parallel to the north right-of-way line of North Shore Road; beginning at the east city limits of Bellingham, thence east to Agate Bay Lane.

(Ord. 92-74 (part)).

9.32.160 No shooting zone number 5 established.

A. No shooting zone number 5 is also known as the zone in the Bonneville Power Administration line easement and area east of Lake Whatcom.

B. The boundaries are described as follows:

Portions of Sections 4, 5, 9 and 16, Township 37 North, Range 4 East, W.M., and Sections 29, 30, 31, 32 and 33, Township 38 North, Range 4 East, W.M., situate in Whatcom County, more particularly bounded and described as follows: Beginning at the intersection of the northwesterly line of the Bonneville Power Administration line easement and the east line of Section 4 Township 37 Range 4E; thence northwesterly along said northwesterly line to the west line of Section 30 Township 38 Range 4E; thence south along said west line to the shoreline of Lake Whatcom; thence southeasterly along the shoreline to the east line of Section 16; thence north along the east line of Sections 16, 9 and 4 to the point of beginning.

(Ord. 2012-038 (Exh. A); Ord. 92-74 (part)).

9.32.170 No shooting zone number 6 established.

A. No shooting zone number 6 is also known as the zone in Township 38.

B. The boundaries are described as follows:

Beginning at a point one-quarter mile west of the southeast corner of Section 7, Township 38 North, Range 3 East, W.M.; thence north one mile to the north line of Section 7, said township and range; then east along the section line of Sections 7 and 8, a distance of one-half mile; thence south one mile to the point of beginning.

(Ord. 92-74 (part)).

9.32.180 No shooting zone number 7 established.

A. No shooting zone number 7 is also known as the zone in the plat of Lummi Island scenic estates.

B. The boundaries are described as follows:

Beginning at the quarter corner common to Sections 14 and 23, Township 37 North, Range 1 East, W.M.; thence north 89°18'18" east 991.83 feet; thence north 44°19'18" east to high water line of Hales Passage; thence southeasterly along said high water line in Sections 14, 23, and 24 to the south line of Government Lot 1, Section 24; thence westerly along said line to the quarter corner common to Sections 23 and 24; thence southerly along the section line between said sections to the south line of the northeast quarter, southeast quarter (NE 1/4 SE 1/4) Section 23; thence westerly along said line to the west line of the northeast quarter southeast quarter (NE 1/4 SE 1/4); thence northerly along said line to the south line of the north half, northwest quarter, southeast quarter (N 1/2 NW 1/4 SE 1/4); thence westerly along said line to the north-south centerline of Section 23, thence northerly along said line to the point of beginning.

(Ord. 92-74 (part)).

9.32.190 No shooting zone number 8 established.

A. No shooting zone number 8 is also known as the zone in Township 37 west of Larabee State Park.

B. The boundaries are described as follows:

Those portions of Township 37 North, Range 3 East, W.M., lying west of Larabee State Park and south of east-west centerline of Section 19. Also all land and water areas in the east two miles of Township 37 North, Range 2 East, W.M., lying outside the city limits of Bellingham, except those portions of Section 13 which drain into Chuckanut Creek.

(Ord. 92-74 (part)).

9.32.200 No shooting zone number 9 established.

A. No shooting zone number 9 also is known as the area in Township 30 at Whitehorn Point.

B. The boundaries are described as follows:

At Whitehorn Point, south of Holeman Avenue and west of Koehn Road, Whatcom County, within the area bounded on the north of Holeman Road and on the east of Koehn Road, which area is more particularly described as follows: That portion of Government Lot S lying southerly and easterly of Holeman Avenue; and that portion of Government Lot 4 lying southerly and westerly of Holeman Avenue; and that portion of Government Lot 3 lying southeasterly of Holeman Avenue; all in Section 2 and the west half of Section

11, Township 39 North, Range 1 West of W.M., situate in Whatcom County.

(Ord. 92-74 (part)).

9.32.210 No shooting zone number 10 established.

A. No shooting zone number 10 also is known as the area within Township 38, within the Marine Drive area.

B. The boundaries are described as follows:

All of Section 23, Township 38, Range 2E except that portion lying within the city of Bellingham.

(Ord. 92-74 (part)).

9.32.220 No shooting zone number 11 established.

A. No shooting zone number 11 also is known as the area of plats of Glacier Springs.

B. The boundaries are described as follows:

Plat of Glacier Springs, Division 1, Section 35, Township 40 North, Range 6 East, W.M., per the map therefore recorded in volume 11 of plats at pages 72-72A in office of auditor of Whatcom County; Plat of Glacier Springs, Division 2, Section 35, Township 40 North, Range 6 East, W.M., per map thereof recorded in volume 12 of plats at pages 17-21 in office of auditor of Whatcom County; and Plat of Glacier Springs, Division 3, Section 35, Township 40 North, Range 6 East, W.M., per the map thereof recorded in volume 12 of plats at pages 51-52 in office of auditor of Whatcom County.

(Ord. 92-74 (part)).

9.32.230 No shooting zone number 12 established.

A. No shooting zone number 12 also is known as the area covering a portion of Lummi Island.

B. The boundaries are described as follows:

Section 10, the east one-half of Sections 14 and 15, the west one-half of Section 23 and all of Section 24, Township 37 North, Range 1 East of W.M., situate on Lummi Island, Whatcom County.

(Ord. 92-74 (part)).

9.32.240 No shooting zone number 13 established.

A. No shooting zone number 13 also is known as the Point Roberts area.

B. The boundaries are described as follows:

Sections 1 through 4, and Sections 9 through 12, Township 40 North, Range 3 West of W.M., and Sections 33 through 36, Township 41 North, Range 3 West of W.M.

(Ord. 92-74 (part)).

9.32.250 No shooting zone number 14 established.

A. No shooting zone number 14 also is known as the area in plats of Emerald Lake.

B. The boundaries are described as follows:

Plat of Emerald Lake, recorded in book 8 of plats at Page 95; Plat of Emerald Lake, division 2, in book 8 of plats at Page 96; Plat of Emerald Lake, division 3, in book 9 of plats at pages 10 and 11; and Emerald Lake, division 4, unrecorded.

(Ord. 92-74 (part)).

9.32.260 No shooting zone number 15 established.

A. No shooting zone number 15 also is known as the area in Township 30 on and around Wiser Lake.

B. The boundaries are described as follows:

Commencing at the intersection of the west line of the east half of the southwest quarter of the northeast quarter of Section 1, Township 39 North, Range 2E W.M., and the northerly right-of-way line of West Bartlett Road #498 and being the true point of beginning; thence north along said west line, extended, to the southerly right-of-way line of West Wiser Lake Road #52; thence easterly along said southerly right-of-way to Guide Meridian Road; thence continuing easterly along the southerly right-of-way line of East Wiser Lake Road to its intersection with the north-south centerline of the Southeast Quarter of Section 31, Township 40 North, Range 3 East of W.M.; thence southerly along said centerline and continuing southerly along the centerline of the Northeast Quarter of Section 6; Township 39 North, Range 3E W.M., to its intersection with the northerly right-of-way line of East Bartlett Road; thence westerly along said northerly line to the point of beginning. The area contains approximately 385 acres.

(Ord. 92-74 (part)).

9.32.270 No shooting zone number 16 established.

A. No shooting zone number 16 also is known as the Newhalem area.

B. The boundaries are described as follows:

Government Lots 6, 7, and 10, in Section Twenty-One (21), Township 37 North, Range 12 East, W.M., more commonly referred to as Newhalem, except within such areas as

shall be designated and posted as firearms or bow ranges by Seattle City Light (a description of such excepted areas shall be filed with the county sheriff and county council).

(Ord. 92-74 (part)).

9.32.280 No shooting zone number 17 established.

A. No shooting zone number 17 also is known as the Diablo area.

B. The boundaries are described as follows:

That portion of Gloe G. Davis Homestead Entry No. 124 in Sections Five (5), Six (6) and Seven (7), in Township Thirty-Seven (37) North, Range Thirteen (13) East W.M., unsurveyed land in Whatcom County, Washington, described as follows: Beginning at a corner No. 1, situated on right bank of Skagit River, from which United States Location Monument No. 124 bears North 36° 10' 20" East 32-3/10 chains distant, thence north 45 degrees 10 minutes west 9 and 32 hundredths chains to corner No. 2: thence North 56 degrees 15 minutes east 20 and 28 hundredths chains to corner No. 3, thence north 18 degrees 48 minutes east nine and five-tenths chains to corner No. 4; thence north 68 degrees 20 minutes east 24 and 17 hundredths chains to corner No. 5, thence south 32 degrees 36 minutes east 15 and seven-hundredths chains to corner No. 6, thence south 57 degrees 45 minutes east three and 96 hundredths chains to corner no. 7; thence South 40 degrees West one and 97 hundredths chains to corner No. 8 situated on said right bank of Skagit River; thence meandering said right bank of Skagit River, North 38 degrees 45 minutes west seven and eight-tenths chains, south 83 degrees west 10 chains, south 73 degrees 30 minutes west 10 chains, south 48 degrees west 12 chains, south 38 degrees 45 minutes west 14 chains, south 57 degrees 16 minutes west four and 62 hundredths chains to corner No. 1, the place of beginning; containing 43 and 56 hundredths acres. More commonly referred as Diablo except within such areas as shall be designated and posted as firearms or bow ranges by Seattle City Light (a description of such excepted areas shall be filed with the county sheriff and county council).

(Ord. 92-74 (part)).

9.32.290 No shooting zone number 18 established.

A. No shooting zone number 18 also is known as the Samish Way, Yew Street Road and Galbraith areas.

B. The boundaries are described as follows:

That portion of the south half of Section 4, Township 37 North, Range 3 East of W.M. lying southerly of Kingsmill Street as shown on the Plat of Dickinson's Addition and the Plat of Northern Pacific Addition, and lying westerly of the Trans Mountain Pipeline as

described under Auditor's file No. 789621, and lying easterly of County Road 49 (Yew Street Road).

Also, all of Section 9, Township 37 North, Range 3 East of W.M. except that portion lying Northeasterly of the Trans Mountain Pipeline as described under Auditor's File No. 789621, and except that portion lying westerly of County Road 49 (Yew Street Road), and except that portion lying southerly of SR 99 (Samish Way).

Also, that portion of the Northeast Quarter of Section 16, Township 37 North, Range 3 East of W.M. lying northeasterly of SR 99 (Samish Way), and westerly of County Road 224 (Galbraith Road).

Also, that portion of the Southwest Quarter of the Southwest Quarter of Section 14, Township 37 North, Range 3 E. W.M.

Also, that portion of the Southeast Quarter of the Southeast Quarter of Section 15, Township 37 North, Range 3 E. W.M. lying northeasterly of Samish Way, on unnumbered County Road.

(Ord. 92-74 (part)).

9.32.300 **No shooting zone number 19 established.**

Repealed by Ord. 95-067. (Ord. 94-013).

9.32.310 **No shooting zone number 20 established.**

A. No shooting zone number 20 also is known as the South Baker Lake Region.

B. The boundaries are described as follows:

All those portions of Sections 30 and 31, Township 37 North, Range 9 East of W.M., Whatcom County, Washington, further described as follows: the west one-half of said Section 31 and the west one-half of the northeast quarter of said Section 31, and the northwest quarter of the southeast quarter and the southeast quarter of the southwest quarter and the northeast quarter of the southwest quarter and Government Lots 4, 9, and 10 of said Section 30.

(Ord. 94-027).

9.32.320 **No shooting zone number 21 established.**

A. No shooting zone number 21 also is known as the Nelson Road area.

B. The boundaries are described as follows:

Portions of the east one-half of Section 17, Township 38 North, Range 5 East of W.M.,

said portions further described as follows: The south one-half of the northeast one-quarter and all of the southeast one-quarter lying west of Nelson Road, except the southerly 300 feet thereof and all of the northeast one-quarter of the southeast one-quarter lying east of Nelson Road, except the southerly 510 feet thereof. All in Whatcom County, Washington.

(Ord. 95-066).

9.32.330 No shooting zone number 22 established.

A. No shooting zone number 22 also known as the Columbia Valley urban growth area.

B. The boundaries are described as follows:

This No Shooting Zone is intended to conform to the Columbia Valley UGA as designated at the time of adoption of the ordinance codified in this section, and is comprised of portions of Sections 15, 16, 21, 22, 27 and 34, Township 40N, Range 5E, Whatcom County, Washington, more particularly described as follows:

The SE Quarter of the NW Quarter of said Section 15;

AND the SW Quarter of the NE Quarter of said Section 15;

AND the SW Quarter of said Section 15;

AND portions of the SE Quarter of said Section 16, Further described as:

All that portion of the Northeast Quarter of the Southeast Quarter of said section 16 lying easterly of Kendall road Except Windon Acres Short Plat as recorded under Whatcom County Auditor File Number 950627037

AND All of the Southeast Quarter of the Southeast Quarter Except that portion lying Westerly of Camper's Paradise No. 3 as recorded under Vol. 13 Page 52 of Plats AND portions of the E Half of said Section 21, further described as follows:

The East one half of the Northeast quarter of said section Except all that portion lying Westerly of Camper's Paradise and Camper Paradise No. 2 as recorded under Whatcom County Auditor File Numbers 1140979 and 1160898, respectively

AND the East half of the Southeast Quarter of said Section 21

AND all those portions of said Section 22 described as follows:

The West Half of said Section 22;

AND the West Half of the NE Quarter of said Section 22;

AND the West Half of the SE Quarter of said Section 22;

AND the West Half of the NE Quarter of the SE Quarter of said Section 22;

AND a portion of the SE Quarter of the SE Quarter of said Section 22, containing all of the lands lying Westerly of a line described as follows:

(From Whatcom County Auditor File No. 1529730, a Record of Survey, wherein the following courses and distances are derived:)

Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 22; Thence South $89^{\circ}12'47''$ West, a distance of 505.42 feet to the True Point of Beginning;

Thence South $00^{\circ}20'44''$ West, a distance of 238.04 feet; Thence South $37^{\circ}50'44''$ West, a distance of 1,396.06 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 22.

AND all those portions of said Section 27, further described as follows; The Northwest Quarter of said Section 27;

AND the W Half of the NE Quarter of said Section 27;

AND all of the SE Quarter of the NE Quarter of said Section 27 and all of the NE Quarter of the SE Quarter of said Section 27, Except that portion lying Easterly of Paradise Lakes Div. 4 and Paradise Lakes Div. 5, as recorded in Volume 10, Pages 2 and 45 of Plats respectively.

AND the W Half of the SE Quarter of said Section 27;

AND the N Half of the SW Quarter of said Section 27, Except that portion lying South and West of a line described as follows:

(From Whatcom County Auditor File No. 1348095, a Record of Survey, wherein the following courses and distances are derived:)

Beginning at the West Section Corner of said Section 27; Thence South $01^{\circ}48'39''$ East, a distance of 674.83 feet to the True Point of Beginning;

Thence North $88^{\circ}45'35''$ East, a distance of 1,488.21 feet; Thence South $01^{\circ}55'16''$ East, a distance of 668.00 feet to the South line of the North Half of the SW Corner of said Section 27.

AND the SE Quarter of the SW Quarter of said Section 27 lying Easterly of Kendall Creek

AND the N Half of the NE Quarter of said Section 34, lying Northerly of SR 542; AND the SW Quarter of the NE Quarter of said Section 34, Except all of the lands lying Southerly of a line described as follows:

(From Whatcom County Auditor File No. 910726193, a Record of Survey, wherein the following courses and distances are derived:)

Beginning at the West Quarter Corner of said Section 34; Thence South $89^{\circ}36'35''$ East, a distance of 2,680.32 feet, Thence North $01^{\circ}16'54''$ East, a distance of 461.64 feet to the True Point of Beginning;

Thence South $89^{\circ}36'35''$ East, a distance of 400.00 feet; Thence South $81^{\circ}02'26''$ East, a distance of 883.71 feet;

Thence continuing on the same course as the previous bearing to the point of intersection with the East line of the Southwest Quarter of the Northeast Quarter of said Section 34.

AND all that portion of the SE Quarter of the NE Quarter and the Northeast Quarter of the Northeast Quarter lying Southerly of SR 542 of said Section 34, Except the South one Half of said Southeast of the Northeast quarter and Except the Southerly 163 feet of the Westerly 370 feet of the North one half of the Southeast Quarter of the Northeast Quarter of said Section 34.

Situate in Whatcom County, Washington.

(Ord. 2009-068 Exh. A).

9.32.340 No shooting zone number 23 established.

A. No shooting zone number 23 is also known as the Glenhaven Lakes area.

B. The boundaries are described as follows:

This No Shooting Zone is intended to represent all of the rural land zoned for one unit per two acres (R2A) in portions of Sections 29 and 32, Township 37 North, Range 4 East, Whatcom County, Washington per Title 20 as designated at the time of adoption of the ordinance codified in this section lying Westerly of Cain lake Road and Easterly and Southerly of Commercial Forest Lands as shown on aforesaid map. Said Zone more particularly described as follows:

All of the Southwest Quarter of Section 29, Township 37 North, Range 4 East,

And all of the Southeast Quarter of the Northwest Quarter of said Section 29,

And all of the Southwest Quarter of the Northeast Quarter of said Section 29 lying Westerly of Cain Lake Road,

And all that portion of the West Half of Section 32, Township 37 North, Range 4 East of W.M. and the Southwest quarter of the Southeast quarter of said Section 32, all lying Westerly of Cain Lake Road.

Basis of Description: All divisions of Glenhaven Lakes, the Plat of Cain's Lake and the above cited Title 20 Zoning Map Comprising 520 Acres, more or less.

(Ord. 2011-053 Exh. A).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-431

File ID:	AB2019-431	Version:	1	Status:	Agenda Ready
File Created:	07/31/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution establishing the Council's intent to conduct a hearing on a proposal to create a no shooting zone in Drayton Harbor, as requested by the City of Blaine

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The City of Blaine has submitted a request to the Whatcom County Council to form a no shooting zone for all aquatic areas and tidelands within Drayton Harbor.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Resolution for August 7

RESOLUTION NO. _____

**ESTABLISHING THE INTENT OF THE WHATCOM COUNTY COUNCIL TO CONDUCT A
HEARING ON A PROPOSAL TO CREATE A NO SHOOTING ZONE IN DRAYTON HARBOR,
AS REQUESTED BY THE CITY OF BLAINE**

WHEREAS, pursuant to the Whatcom County Code Chapter 9.32.010, a no shooting zone is an area designated by the County Council in which the discharge of firearms is prohibited; and

WHEREAS, the Whatcom County Council is elected to represent the concerns of the citizens of Whatcom County and is charged with the broad responsibility of protecting the health, safety, and general welfare of the public; and

WHEREAS, pursuant to Whatcom County Code Chapter 9.32.020 and RCW 36.32.120, the County Council has the authority and power to establish no shooting zones; and

WHEREAS, pursuant to Whatcom County Code Chapter 9.32.050, the creation of a no shooting zone could result in the imposition of civil penalties; and

WHEREAS, RCW 9.41.300 (2) specifically states that counties may enact laws and ordinances restricting the discharge of firearms in any portion of their respective jurisdiction where there is a reasonable likelihood that humans, domestic animals, or property will be jeopardized; and

WHEREAS, on July 12, 2019, the Council received a resolution from the City of Blaine (Resolution No. 1765-19, see attached Exhibit A) requesting the Council form a no shooting zone for all aquatic areas and tidelands within Drayton Harbor; and

WHEREAS, twenty-two other no shooting zones have been established throughout Whatcom County as a means to protect public safety and welfare; and

WHEREAS, the Council cannot form a no shooting zone without first requesting review and comment from specific County departments and holding a public hearing on the proposal.

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Council will prepare a proposed ordinance to establish the requested no shooting zone and assign a number to the proposed zone.

BE IT FURTHER RESOLVED that the Clerk of the Council will seek review of the proposed ordinance by the Prosecutor's Office, Sheriff's Office, County Executive, Planning and Development Services Department, Public Works Department, and the Washington State Department of Wildlife.

BE IT FINALLY RESOLVED that the Clerk of the Council will schedule the proposed ordinance for introduction and public hearing by the Council, with notice of such hearing to be published in accordance with state and county law in the newspaper of general circulation within the county and the newspaper of general circulation within the proposed boundaries of the no shooting zone.

APPROVED this ____ day of August, 2019.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

EXHIBIT A

RESOLUTION NO. 1765-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON, TO SEEK DESIGNATION OF ALL UNINCORPORATED PORTIONS OF DRAYTON HARBOR AQUATIC AREA, TIDELANDS AND SHORELINE AS A NO SHOOTING ZONE PURSUANT TO WHATCOM COUNTY CODE 9.32 .

Whereas, portions of the Drayton Harbor aquatic area, tidelands and shoreline are within the city limits, and

Whereas, portions of Drayton Harbor aquatic area, tidelands and shoreline are within Whatcom County jurisdiction, and

Whereas, hunting and the discharge of firearms is prohibited in the city limits, and

Whereas, it is difficult for members of the public to distinguish between incorporated and unincorporated areas particularly on the open water, which causes numerous hunters to inadvertently move into areas where hunting and discharge of firearms is illegal, and

Whereas, our citizens have expressed concerns about gunfire near homes and property and repeatedly call for police response to such incidents, and

Whereas, unincorporated portion of Drayton Harbor aquatic area, tidelands and shoreline are within and adjacent to urban growth areas, and

Whereas, population is expanding and housing density is increasing within the areas surrounding Drayton Harbor both within the City and an areas or unincorporated Whatcom County,

Whereas, the Revised Code of Washington (RCW 36.32.120) provides Whatcom County authority to designate no shooting zones, and

Whereas, Whatcom County Code Section 9.32 "Unlawful Discharge of Firearms" designates twenty-two no shooting zones, most lying within and adjacent to cities, urban growth areas and other locations of higher density development,

Now therefore, the City Council of the City of Blaine hereby resolves to seek designation of all the aquatic areas and tidelands within Drayton Harbor located within Whatcom County as a no shooting zone pursuant to Whatcom County Code Section 9.32.

PASSED BY THE CITY COUNCIL OF BLAINE, WASHINGTON, on the 8th day of July, 2019, and approved by the Mayor on the same day.

CITY OF BLAINE, WASHINGTON



Bonnie Onyon, Mayor

ATTEST/AUTHENTICATE:



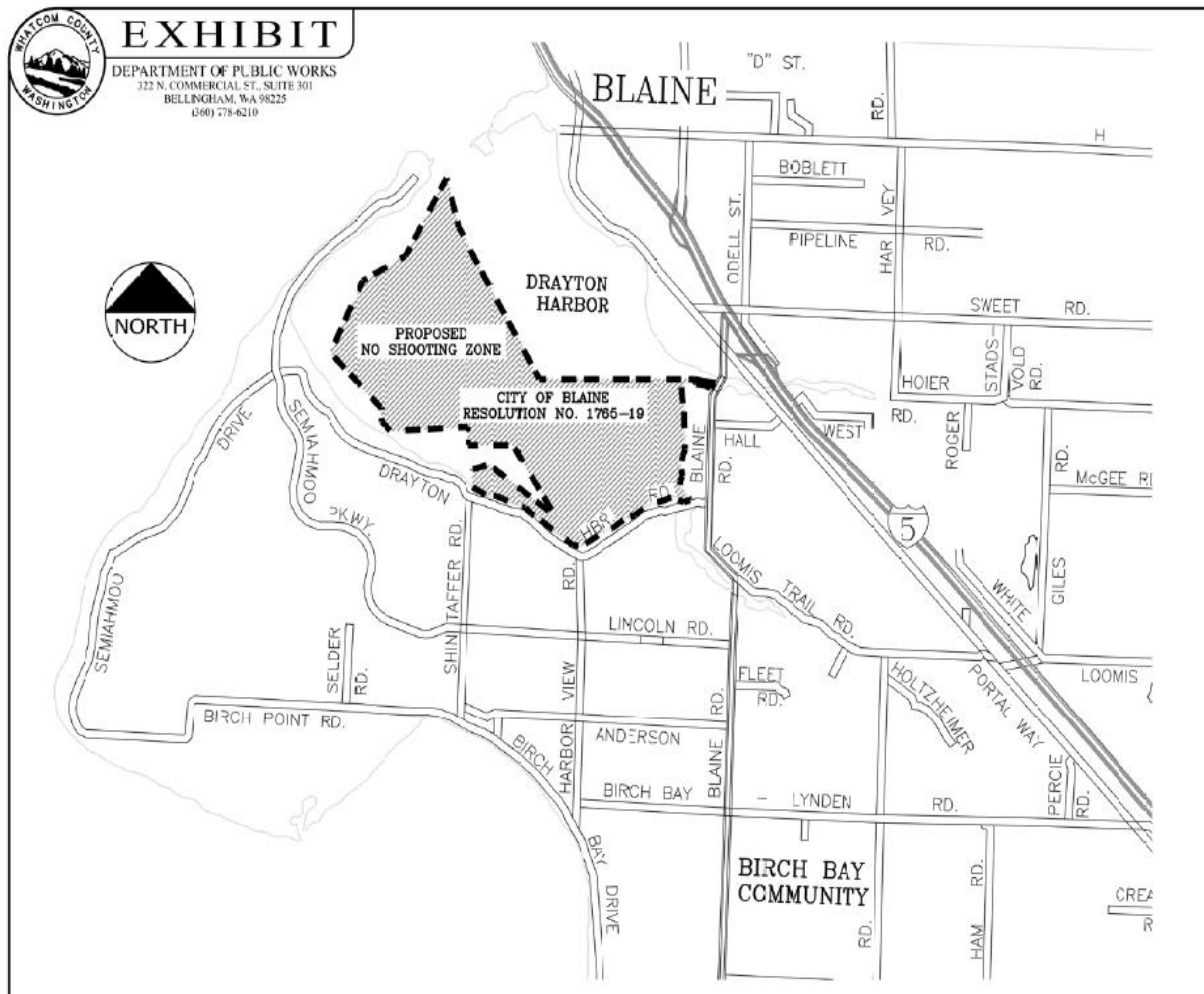
Samuel Crawford, City Clerk

Resolution 1765-19

Page 1 of 1

CITY OF BLAINE-PROPOSED NO SHOOTING ZONE

(UNOFFICIAL MAP PREPARED BY PUBLIC WORKS, AT THE REQUEST OF THE CLERK OF THE COUNCIL)





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-427

File ID:	AB2019-427	Version:	1	Status:	Agenda Ready
File Created:	07/30/2019	Entered by:	SMurdoch@co.whatcom.wa.us		
Department:	Health Department	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Amendments to the (CWSP) Coordinated Water Supply Plan addressing timely, reasonable and transparency

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Exhibit A, Exhibit B, Exhibit C, Exhibit D



Memorandum

TO: Jack Louws – County Executive

FROM: Regina A. Delahunt, Director

DATE: 7/30/2019

RE: Whatcom County Water Utility Coordinating Committee (WUCC)

Background and Purpose

On June 19, 2018, The Whatcom County Council requested the Whatcom County Health Department to convene the Whatcom County Water Utility Coordinating Committee (WUCC) to review and make recommendations regarding “timely,” “reasonable” and “transparency” as it relates to the process of an applicant obtaining approval or denial of water from a Group A public Water System. Seventeen WUCC meetings were held from late 2018 through 2019 to review the existing Whatcom County Coordinated Water System Plan (CWSP). A unanimous vote by all WUCC members approved the amended language regarding “timely,” “reasonable” and “transparency”.

“Timely” and “reasonable” definitions have been expanded as it relates to the process of an applicant obtaining new water service.

“Timely” and “reasonable” criteria for consideration during the appeal and dispute resolution process in a future service area have been added.

Additionally, Whatcom County Health Department added language to the Public Water System Water Availability form (WAF) and Public Water System Denial form to help ensure the applicant, utility and county are aware of applicable conditions of approval or denial of service.

Recommendations

Council review for consistency with the Whatcom County Comprehensive Plan

Please call John Wolpers, 360-778-6026 if there are any questions.



9.2 Appeals Process

As discussed in **Section 6**, the Utility Service Review Procedure (USRP) process gives existing systems preference for providing water service to new developments. Each service must be timely and reasonable. Disagreements as to what constitutes appropriate conditions of service may be expected to arise from time to time between applicants for new water service and existing systems. For these reasons, an appeal procedure was developed.

Per the USRP, applicants for land use permits that require potable water service within the designated service area of a water utility must work out the conditions for new service with the designated utility. An applicant who is not satisfied with the designated utility's conditions for new service may initiate an appeal as detailed in **Sections 9.2.1** through **9.2.3**, below.

9.2.1 Issues Subject to Appeal and Review

Only water service related issues are subject to appeal and review under this process. In most instances, such issues will be identified when the applicant requests the Water Availability Form from the water utility. Issues subject to appeal and review are limited to the following:

- Interpretation and application of water utility service area boundaries;
- Proposed schedule for providing service outside of the retail service area;
- Conditions of service, such as the timeliness and reasonableness of service, but excluding published rates and fees;
- Annexation provisions imposed as a condition of service; provided, however, existing authorities of city government are not altered by the CWSP, except where an interlocal agreement exists between a city and the County or as are specifically authorized by Chapter 70.116 RCW; and
- Lack of response by a utility.

Issues other than conditions of service, such as those related to conformance with the State Environmental Policy Act (SEPA), the GMA, any county-wide planning policies, county and land use plans, financing policies, and wholesale agreements are not subject to the CWSP appeals process, but may be addressed through other avenues.

9.2.2 Timeliness and Reasonableness of Service

State Law requires that no other utility shall establish a public water system within the area covered by a CWSP unless the local legislative authority (Whatcom County Council) determines that the existing utilities are unable to provide the service in a timely and reasonable manner. The USRP makes reference to the provision of water service in a timely and reasonable manner. The term "timely and reasonable," as included in both the Public Water System Coordination Act (RCW 70.116.060(3)(a)) and the Municipal Water Law, have different meanings.

Future Service Areas.

With respect to the Coordination Act (Chapter 70.116 RCW), the term is applied to the conditions of service for applicants seeking water service within the future service area of a water utility. Applicants for water service located in an existing water system's future service area must request service from the existing system. In this case, the existing utility has the "right of first refusal" of water service. If the system cannot provide the new service in a timely and reasonable manner, the applicant may pursue the following options in the order presented.

1. Receive service from another water system.
2. If service is not available, the applicant may develop a new public water system or a private supply.¹

The Coordination Act defines "timely" as actions taken within 120 days, but it does not specify when the period begins and ends. The Coordination Act allows CWSPs to specify utility actions for completion in this 120-day period. The Coordination Act does not define "reasonable." DOH suggests the following definitions for reasonable:

- Conditions of service are consistent with local land use plans and development regulations;
- Conditions of service and associated costs are consistent with those documented in the system's approved water system plan; and
- Conditions of service and associated costs are consistent with the system's acknowledged standard practice experienced by other applicants requesting similar water services.

Retail Service Areas.

Under the Municipal Water Law, the term "timely and reasonable" is used as one of the conditions in which a water utility has a "duty to serve" within their retail service area. Municipal water suppliers have a duty to provide service to all new connections within their retail service area when the following criteria are fulfilled.

1. The utility has sufficient capacity to serve water in a safe and reliable manner.

¹ Note: "Public water system" includes all systems except those serving one single-family residence or four or fewer service connections on the same farm. As used in this document, the term is generally synonymous with "Purveyor" and "Utility." "Private water supply" means a non-Group B water supply serving up to two single-family residences (per WCC 24.11).

SECTION 9

2. The service request is consistent with adopted local plans and development regulations.
3. The utility has sufficient water rights to provide service.
4. The utility can provide service in a timely and reasonable manner.

Future and Retail Service Areas.

Because the two laws define “timely” differently, and neither law defines “reasonable” service, the DOH recommends that a definition for timely and reasonable service be provided in the CWSP. Consequently, timely and reasonable service shall be defined as follows (in order of priority).

1. As defined in the water utility’s approved water system plan.
2. If the water utility does not have a water system plan, the definition shall be as defined in the utility’s service policies, so long as those policies are not inconsistent with the Coordination Act.
3. If the water utility does not have a water system plan or service policies, or the water system plan or service policies do not provide a definition for timely and reasonable, the definitions shall be as follows:
 - Response to a request for service is considered timely when:
 - Response to a general request for information is timely if the utility responds within 60 days of the request. A general response to request for information is not a written commitment by the utility to serve but rather availability of general information intended to inform a potential applicant. General inquiries are commonly responded to within 1 – 7 days.
 - Response to a written request for service is timely if the applicant receives a commitment to provide service in the form of a Water Availability Form, reaches an agreement with the utility, or receives a denial, within 120 days of the utility receiving a complete application.
 - Water service delivery is considered timely when:
 - The water utility can provide service within 120 days of receiving all necessary permits to begin installation of required system improvements, if the utility is conducting system installation subject to extenuating circumstances including but not limited to weather, contractor availability, etc.; or
 - The water utility can provide water within 120 days of the applicant installing all necessary system improvements; or
 - As otherwise agreed to between the applicant and utility.

Water service delivery is considered reasonable:

Where service costs and conditions of service are consistent with the utility's acknowledged standard practice experienced by other applicants requesting similar service.

9.2.3 Appeals Process

Step 1 — Filing of an Appeal

An aggrieved party within the water system's service area has 30 days from receipt of a written decision from a utility to initiate a voluntary appeal resolution process of issues identified in Section 9.2.1 with the Whatcom County Health Department (WCHD) in hopes of avoiding the use of Superior Court.

Step 2 — Voluntary Appeal Resolution Process

When an aggrieved party notifies the WCHD, the WCHD will offer to initiate a voluntary appeal resolution process. The goal of the voluntary appeal resolution process is to amicably resolve the dispute of an issue subject to appeal with minimal cost to all parties in the hopes of avoiding the use of Superior Court.

The voluntary appeal resolution process can be initiated by either party sending a written request for review of the disputed issues to the Director of the WCHD. If all parties agree to the voluntary process, the appeal will be heard by an appeal resolution committee (ARC) consisting of the Director of WCHD (or his/her designee), the Director of Planning and Development Services (PDS) (or his/her designee), the Director of Public Works (or his/her designee), a representative from a Satellite Management Agency (SMA) currently approved for operation in Whatcom County, and a representative from a similar size utility if available and willing to participate. The ARC shall be chaired by the representative from the WCHD.

The appealing party shall have the opportunity to present first. The responding party may reply. The appealing party may rebut issues raised in the reply. The ARC shall have the discretion to ask questions during or after presentation of evidence and to relax or formalize the proceedings to facilitate a fair, orderly, efficient, and complete discussion of the issues.

The goal of the ARC shall be to find a mutually agreeable solution to the dispute and have the parties memorialize any agreement by executing a service agreement. However, neither party is bound by the findings; if either party subsequently wishes to pursue a final resolution in another venue, they may do so. No official recording of this appeal resolution process will be provided. However, nonbinding written findings shall be issued memorializing the evidence considered, the witnesses who appeared, and the reasons for the findings. See "Appendix 6- Conditions of Service Criteria for Consideration" for guidance during the dispute resolution process related to a future service area.

The Voluntary Appeal Resolution Process:

- 1) Findings are Nonbinding.
- 2) Participation is encouraged but voluntary.
- 3) Disputing parties may pursue outside Arbitration/Mediation as an option.
- 4) Appropriate venue for legal action remains Superior Court.

Step 3— Review Court

An appeal may be made to Superior Court and/or other appropriate courts following the rules of that venue.

9.3 Coordinated Water System Plan Update

Because rules, laws, and practices change over time, it is recommended that the CWSP be updated in coordination with updates of the Whatcom County *Comprehensive Plan* to ensure that both documents remain relevant and useful. More frequent updates of the CWSP may be initiated, as necessary, at the direction of the County Council or DOH. In accordance with RCW 70.116.060(8), if DOH initiates an update or revision of the CWSP, the state shall pay for the cost of the update.

9.4 Periodic Review of CWSP Implementation

The Director of WCHD (or his/her designee) shall contact WUCC members at least once per calendar year to determine whether there are issues of significance requiring attention by the full WUCC or a sub-committee of the WUCC. The Director will also contact the members of the Water Resource Inventory Area (WRIA)1watershed planning process established under RCW 90.82, including the WRIA 1 Planning Unit, at least annually to determine if there are issues from that process that require attention by the WUCC. These issues may include the identification of items for which the WUCC or the Planning Unit recommend the County engage in education-related efforts intended to foster the successful implementation of the CWSP.

Appendix 6

Criteria for Consideration in Timely and Reasonable Disputes in Future Service Areas

In a public water system's future service area, the following represents a non-exclusive list of criteria that may be considered by Whatcom County Planning and Development Services, the Whatcom County Health Department and the Appeal Resolution Committee (ARC) when responding to the filing of a timely and reasonable service dispute voluntary appeal by an applicant for water service from a Group A Water System as detailed in the Whatcom County Coordinated Water System Plan (CWSP) section 9.2.

A. Status of Water Rights. *What consideration should be given to water rights status?*

Washington State Department of Health (DOH) requires all projects be supported by adequate water rights. It will not be assumed that water rights will eventually be issued. Therefore, waiting for a water right permit to be issued may not be timely or reasonable.

B. Service Area

A utility's service area in its water system plan should be consistent with the CWSP process. The entity requesting service must be located within this service area.

C. A DOH approved Water System Plan (WSP).

A water system that has committed to providing service for new requests in its future service area must have an applicable planning document approved by DOH or a development schedule to prepare a WSP agreed upon with DOH.

D. Current Operating Permit Status of Water System. *How does current DOH operating permit status affect provision of service?*

In accordance with Washington Administrative Code section 246-294-040 (Operating Permit Categories), a system in a "Red" operating permit category is inadequate for existing uses and no additional connections will be allowed. A system in a "Blue" operating permit category is adequate for existing uses, but not adequate for adding new connections. If the system is in the "Yellow" category it is adequate for existing uses and additional connections, up to the approved number, unless otherwise limited by a compliance agreement. A system in the "Green" category is adequate for existing uses and additional connections up to the approved number of connections unless it is already at capacity.

E. Conditions of Service. *What is reasonable?*

Conditions of service shall be found to be reasonable as defined in CWSP section 9.2.2:

Water service delivery is considered reasonable:

Where service costs and conditions of service are consistent with the utility's acknowledged standard practice experienced by other applicants who have requested similar service.

F. Cost of Water Service.

Cost of water service most commonly relates to main extensions or facility upgrades necessary to support requests for new water service. These costs and/or related policies are typically referenced in a utility's WSP. During utility preparation of water system plans in accordance with WAC 246-290-100(8), DOH provides adequate agency review of these elements prior to approval of the WSP. The policies and guidance relating to obtaining water service, via direct connection, extension or facility upgrade should be contained or referenced within a utility's WSP. The cost of service is different for all utilities and can be included as part of an appeal but should not be the sole issue to initiate an appeal.



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 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): _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Phone: _____
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): _____
Project Type (check one): ☐ Single ☐ Multi-Family ☐ ADU ☐ Commercial ☐ Plat
Address of Project: _____
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: _____ DOH ID#: _____
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.

- **Reason for denial:** _____
- **Conditions of denial if applicable:** _____

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: _____ Print: _____ Date: _____
Title: _____ Address: _____ Phone: _____

For Health Department Use Only:

☐ Received Date: _____ Expires: _____

By: _____
Comments or Conditions: _____



WATER AVAILABILITY FORM
PUBLIC WATER SYSTEM

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

Complete and submit form with original signatures to WCHD
(copies are not accepted)

Applicant Information:

Property Owner(s): _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Phone: _____
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 that this approval expires one year after the PWS Authorized Representative signature date and that application for final plat approval and/or building permit must be made before the expiration date. I understand that information submitted is subject to the Public Records Act.

Sign: _____ Print: _____ Date: _____

Property Information: Project Type: ☐ Single ☐ Multi-Family ☐ ADU ☐ Commercial ☐ Plat

Tax Parcel Number (12 digit number): _____

Address of Project: _____

Building Permit Number: _____ Plat Name: _____ Lot: _____

➤ Briefly describe project (attach site plan and additional pages as needed) _____

Certification of Public Water Availability: to be Completed by the PWS Authorized Representative

Group B water systems must have current water tests - bacteriological less than one year old and nitrate less than three years old.

Public Water System Name: _____ DOH ID#: _____

The above Public Water System (PWS) is approved by the WA State Department of Health or the WCHD for _____ service connections and currently serves _____ service connections. The PWS has the necessary water system infrastructure in place to adequately provide service to the above property per WAC 246-290 or WAC 246-291. The PWS is capable of and willing to supply water to the above property, residence, project or plat for _____ ☐ New service(s) and/or _____ ☐ Existing service(s). **Direct Connection** ☐ Yes ☐ No

Conditions of Service

I certify that I am an authorized representative of the above PWS. I understand this certification expires one year after the PWS signature date. I understand that information submitted is subject to the Public Records Act 42.56.

Sign: _____ Print: _____ Date: _____

Title: _____ Address: _____ Phone: _____

For Health Department Use Only:

☐ Approved Date: _____ Approval Expires: _____

☐ Denied

By: _____ Comments or Conditions: _____

Notify Via: ☐ Email ☐ Phone ☐ Mail _____

The **subdivision/building permit** is located in an area that is governed by chapter 173-501 WAC and in which instream flows are not met and/or are subject to closure. In compliance with **ch 58.17 RCW/RCW 19.27.097** the County has determined adequate potable water is available for this **subdivision/building permit** on the basis of evidence supplied by the Applicant. Other authorities, including courts of competent jurisdiction and the Department of Ecology, exercise jurisdiction over water resources in the state of Washington. Those authorities may determine that the proposed source of water for this project identified by the Applicant is not a valid water right appropriation or is subject to curtailment or seasonal restrictions on availability that could impact its reliability for the intended use. The County's issuance of this **subdivision/building permit** should not be relied upon by the Applicant or any successor in interest as an assurance, warranty or guarantee of the future availability of water to serve the **subdivision/building permit**.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-411

File ID:	AB2019-411	Version:	1	Status:	Agenda Ready
File Created:	07/23/2019	Entered by:	skorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Criminal Justice and Public Safety Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report from District Court Probation

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Annual report from District Court Probation

HISTORY OF LEGISLATIVE FILE

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

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-432

File ID:	AB2019-432	Version:	1	Status:	Agenda Ready
File Created:	07/31/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Criminal Justice and Public Safety Committee	Final Action:			
Agenda Date:	08/07/2019	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution adopting a statement of public health, safety, and justice facility planning principles for Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution adopting a statement of public health, safety, and justice facility planning principles for Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Resolution for August 7



WHATCOM COUNTY COUNCIL

MEMO: Whatcom Public Health, Safety, and Justice Initiative

To: Whatcom County Council Members
From: Barry Buchanan, Whatcom County Council Criminal Justice and Safety Committee Chair
CC: Whatcom Community Members
Date: August 7, 2019
Re: Whatcom Public Health, Safety, and Justice Initiative

Whatcom County has an opportunity to plan for a criminal justice system that is built to address the root causes of incarceration and designed with rehabilitation as the goal.

With much focus, energy, collaboration, and innovation, Whatcom County has been able to reduce incarceration by 15% over the last 12 months (Sheriff's report). Incarceration reduction, diversion, and prevention have remained priorities in the community's conversation and agenda. With the failure of two jail ballot measures (2015 and 2017), the County conducted a listening tour in 2018, holding 7 sessions across the county and asking voters and community members what they'd like to see happen and why they did or did not support the jail ballot measures.

Rich and diverse input was received. The following themes emerged as consistent feedback:

- Prioritization of diversion and treatment for addiction and mental health is essential. The community wants to move away from criminalization of addiction and behavioral health issues as much as possible.
- There is a desire for a smaller jail than previously proposed, preferably located downtown.

While nationally and locally we are seeing innovations in our criminal justice system and realizing returns on diversion and alternatives with reduced recidivism, reduced cost to the criminal justice system, and improved rehabilitation, there remains a need to address the downtown Whatcom County jail facility. It is no secret that the jail designed in the 80's is not set up for the treatments and services available in the 2010's and 2020's. It is also no secret that the current facility poses safety concerns for both those who are incarcerated and those who work inside the jail, including our officers, our treatment providers, and our jail staff. Based on the realities of the facility, the responsibilities the county has for public safety, and honoring the values of the community, this memo is humbly and respectfully submitted to Whatcom County Council with the following outline as a workplan for council moving forward on these issues:

THROUGHOUT ALL PHASES

Community Engagement

Community engagement will be a major priority throughout the planning for this initiative. We will host focused forums, listening sessions, and create mechanisms for community input and feedback on the

needs-assessments, location options, and facility designs. Significant community outreach will be conducted to ensure voices and values from across Whatcom County are represented, heard, and incorporated into the planning for the future of public health, public safety, and criminal justice in our community.

This workplan builds on feedback from the Jail Listening Tour and incorporates the Incarceration Planning Principles. The work also supports and builds on principles from Resolutions 2015-047 regarding the Stepping Up Initiative; Resolution 2019-030 regarding reducing incarceration of young adults; Resolution 2016-072 regarding Incarceration Planning Principles; Resolution 2015-310 regarding a Healthy Planning approach; and Resolution 2019-197 regarding commitment to Whatcom County's Young Children and their families.

PHASE ONE

Needs Assessments: Proceed with a Request for Proposal (RFP) to hire a planner to conduct a comprehensive analysis of local criminal justice policy; public safety needs; behavioral health needs; and facility needs.

Behavioral Health + Public Safety

This needs assessment should evaluate our behavioral health system and current criminal justice and jail needs; including considerations of any additional behavioral health facility needs; financial commitments; jail location and size; diversion programs; and bail and prosecution reforms; and legal requirements and obligations. An established, impartial expert is essential to this analysis. The needs assessment should address the following:

- Asset Mapping: where our current resources are and outcomes of investments of Criminal Justice Fund, Behavioral Health Fund, and other relevant county funds.
- Gap analysis of services and needs in the community and an understanding of how the community is utilizing the services that already exist. This analysis should start with our behavioral health services.
- Answering the question, based on community input, policy, and diversion, alternatives, treatment options, and requirements of law, who should be in jail?
- Projections for possible and probable population of divertible offenders.
- What services would be needed to further reduce incarceration, including Pre-Arrest, Post-Arrest, Re-Entry, Housing, and service delivery capacity for providers and community-based treatments?

Facility Needs

- Based on the behavioral health and public safety needs assessment and taking into account future growth projections, what behavioral health facilities beyond the construction and operation of the recently approved 32 bed crisis stabilization facility are needed to further our investment in prevention, treatment, rehabilitation and alternatives to jail?
- Based on the behavioral health and public safety needs assessment, what size jail facility do we need as we plan for future growth in Whatcom County while considering investments in prevention and diversion?
- What design elements within a jail facility would be needed, based on the local incarcerated population and their needs?
- How many beds and cells within a new facility will need to be minimal security and how many will need to be hardened for higher risk offenders?

PHASE TWO

Facility Design and Alternative Analysis: Provide the community with analysis of at least two serious options for location, size, and design.

This should include analysis of potential reuse of the current downtown jail property/facility; construction of a new building downtown; construction of a new building at Irongate; and other feasible locations that are discovered through the assessment. Along with location, the analysis should outline both construction capital and ongoing operational costs including transportation costs; and should illustrate the pros and cons of each option as they relate to ongoing expenses, design capabilities, and environmental impact.

PHASE THREE

Whatcom Public Health, Safety, and Justice Initiative

Based on the needs assessments and community feedback, the last phase will be working toward the creation of a Whatcom Public Health, Safety, and Justice Initiative and will examine feasible financing strategies, including but not limited to philanthropic and grant support; social impact bonds; current county budget operational support; a ballot measure for a sales tax or a property tax; and/or other means of financing the services and facilities identified within this process.

RESOLUTION NO. _____

ADOPTING A STATEMENT OF PUBLIC HEALTH, SAFETY, AND JUSTICE
FACILITY PLANNING PRINCIPLES FOR WHATCOM COUNTY

WHEREAS, Whatcom County and its municipalities and Tribes desire to coordinate, contribute, and cooperate in enhancing public safety, and in particular our communities' behavioral health and criminal justice systems; and

WHEREAS, the County Council is taking leadership on the issue and would like to engage the community and other legislative bodies to guide future behavioral health and public safety/justice facility planning, and will seek constructive engagement with the public and other elected officials throughout the county; and

WHEREAS, all parties believe there is a need for an improved County jail, and that voters will approve a proposal that addresses the communities' full range of needs and values with a combined public health and public safety initiative that focuses on reducing our need for jail by funding treatments options first, and is built with community input.

NOW THEREFORE BE IT RESOLVED, that the Whatcom County Council updates the principles established in Resolution 2016-008 and adopts the attached Statement of Incarceration Prevention and Reduction, Behavioral Health, Criminal Justice, and Public Safety/Justice Facility Planning Principles.

BE IT FURTHER RESOLVED, that due to a large number of other infrastructure investments that the County needs to make, the life and safety issues in the existing jail facility and the ever escalating costs of such investments, the Whatcom County Council intends to begin the process of developing a proposal for the voters, with our community values used as guidance, as soon as possible.

BE IT FINALLY RESOLVED, that the Whatcom County Council asks the other legislative authorities that have a stake in our shared behavioral health and criminal justice system to, as soon as possible, also adopt this Statement of Incarceration Prevention and Reduction, Behavioral Health, Criminal Justice, and Public Safety/Justice Facility Planning Principles, or similar statements that make clear how incarceration prevention, criminal justice, and public safety/justice planning needs to proceed.

APPROVED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Principles of Public Health, Safety, and Justice Facility Planning

The Whatcom County Council would like to establish guiding principles for public health, safety, and justice facility planning, and requests the participation of the Lummi Nation, Nooksack Tribe, and all the Cities of Whatcom County.

We believe our communities are united in our commitment to public safety, justice, fiscal responsibility, harm reduction, healing, and prevention as public priorities.

We should strive for conditions where the cycle of incarceration is broken rather than perpetuated. With continued support and focus on mental health and substance abuse treatment and diversion rather than incarceration, we see an opportunity to continue to improve our criminal justice system and reduce incarceration. An increased focus on diversion and jail alternatives by diverting, where safe and appropriate, individuals who are charged with crimes into programs that allow them to stay with their families, like electronic home monitoring.

We, as a community, are fortunate that the Incarceration Prevention and Reduction Task Force (IPRTF) has researched and recommended many of these improvements. The Task Force includes a broad range of participants including representatives from organizations involved in criminal justice and law enforcement, policy makers, service providers, members of the public, and consumers of services throughout Whatcom County.

The IPRTF has shown support and leadership on many accomplishments that take a more holistic view of criminal justice and behavioral health issues including:

- Pretrial Services Unit in Whatcom County Superior Court, and
- Crisis Stabilization Facility (in process) to allow for increased diversion opportunities for those with behavioral health issues, and
- Ground-level Response and Coordinated Engagement (GRACE) program to reduce unnecessary incarceration, and
- Information and Needs Data exchange committee to increase the consistency and transparency of criminal justice data, and
- Law Enforcement Assisted Diversion (LEAD) program
- Sheriff's Office Behavioral Health Diversion Program

We also know that there are multiple deficiencies with the downtown public safety (jail) facility that include life-safety issues.

The cost of addressing the most significant issues are too high to continue into the future and the need for an appropriately sized replacement facility continues to be the most burdensome and needed capital issue that we face.

We continue to engage the constituents of Whatcom County to gather input that started with the Whatcom County Criminal Justice and Public Safety Committee's Listening Tour. During that tour many participants agreed that there needs to be a public safety and justice facility for people who are violent and at risk of harming others and that the facility needs to be a safe and humane place for the corrections staff and those individuals who are housed there. People have also voiced that it's critical to prioritize treatment over punishment. We also heard strong support for a smaller jail located in downtown Bellingham.

Therefore, in order to guide the public process and County administrative plans and actions in the future, we do hereby put forward the following set of Incarceration Prevention and Reduction, Criminal Justice, Behavioral Health and Public Safety/Justice Facility Planning Principles for our communities:

1. The people of Whatcom County, the Lummi Nation, the Nooksack Tribe, and the Cities are best served by a shared public safety (jail) facility or a combination of shared facilities, and by a coordinated and integrated response to behavioral health issues that can reduce the use of the criminal justice system at a lower cost.
2. The following are inextricably linked: responsible stewardship of public funds, ensuring public safety, and providing adequate countywide behavioral health services.

3. The IPRTF's specific recommendations have influenced the direction of our future crisis stabilization facility, pre-booking and pre-trial diversions, jail alternatives, and behavioral health programming, and others outlined above and in the annual reports published by the IPRTF.
4. We will continue to commit funding towards community-based preventive services. We need post-release support to maximize successful re-entry and minimize recidivism. These actions now can hold down recurring criminal justice costs in the future.
5. We will continue to look towards behavioral health facilities beyond the construction and operation of the recent 32 bed crisis stabilization facility, to further our investment in prevention, treatment, rehabilitation and alternatives to jail.
6. Departments will provide data to decision-makers and the public, including relevant demographic, statistical, and jail usage information. Data collection will be enhanced in an open and transparent way by working with the INDEX committee of the IPRTF.
7. The size of jail facilities should be based on a comprehensive analysis of treatment, diversion and local criminal justice policies and the requirements of law. While accurate measures of current incarceration rates adjusted for future population growth are important, we also must equally consider national, state, and local trends towards improvements in prevention, alternatives, behavioral health, and re-entry support.
8. We will locate any new jail facility where it can work best for all of our partners, the public, and related businesses (attorneys, bail bonds, etc.). We should re-analyze an option of locating the facility at a downtown Bellingham location.
9. We consider the Irongate minimum security facility as a valuable piece of the criminal justice continuum. This facility could be retained for certain existing jail populations and programs, or expanded to include a crisis triage facility, a re-entry support facility, a behavioral health facility, or medical facility.
10. We will apportion construction and operating costs separately and fairly among jail users based on actual use or best estimates of actual future use.
11. We will continue to work with the County Prosecutor's Office, the District Court, Superior Court, and Lummi Tribal Court leadership to reduce the current use of bail and on probation procedures, as well as broader criminal justice issues that affect the size of the jail population but which are not under County legislative control.
12. We will issue an RFP for a Behavioral Health/Criminal Justice Planner. While the work of our IPRTF and community groups remains valid and vital, it is essential to hire a professional Criminal Justice/Behavioral Health Planner to evaluate the additional aspects of our system and our jail needs. Considerations such as financial commitments, jail location and size, diversion programs, and bail and prosecution reforms must be examined and reported on by an established, impartial expert.
13. We recognize the need to provide a safer, more secure, and healthier environment for those who work, visit, and are incarcerated within the public safety/justice facility; therefore, we will work to have a funding proposal on the ballot with a goal of no later than November 2020.
14. We commit to a transparent process of planning with opportunity for community input to the best of our ability every step of the way.



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-053

File ID:	MIN2019-053	Version:	1	Status:	Agenda Ready
File Created:	07/17/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Surface Water Work Session for July 16, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

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

Attachments: Draft Minutes

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Whatcom County Council
Surface Water Work Session

July 16, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, and Carol Frazey.

Absent: Satpal Sidhu

SURFACE WATER WORK SESSION (AB2018-024)

1. WATERSHED PLANNING UPDATE

Gary Stoyka, Public Works Department, updated the Council and answered questions:

- Watershed Management Board schedule and agenda, including the five-year work plan and discussion of adjudication of the Nooksack Basin
- Natural Resources Committee discussion next week on revisions to the five-year plan
- Water use efficiency projects
- Regional water supply plan scope of work
- Groundwater modeling project and peer review

Henry Bierlink answered questions about water banking.

Councilmembers and staff discussed open sourcing the groundwater model, Nooksack Tribe water rights adjudication, and providing the Council timely information.

2. COUNTY FISH BARRIER CULVERT UPDATE

John Thompson, Public Works Department, read from a presentation, gave a staff report, and answered questions on the recovery plan for Chinook, the history of fish culvert barrier litigation, culvert replacement schedule, and other fish habitat projects.

Jim Karcher, Public Works Department, answered questions.

Councilmembers and staff discussed monitoring the number of fish using the streams, the State's arguments against culvert replacement requirements, problems with creosote, who is responsible for non-County culverts, the need for a bridge at Slater Road over Jordan Creek, new culvert technology, and implementing temporary fixes until a culvert can be replaced.

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

1
2 Kathey Sabel spoke about a watershed update on drought planning and a Birch Bay
3 water district deep water project.

4
5 Ellen Baker spoke about measuring fish barrier water velocity rates and the lifespan
6 of culvert designs.

7
8
9 **ADJOURN**

10
11 The meeting adjourned at 11:32 a.m.

12
13 The Council approved these minutes on _____, 2019.

14
15 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

16
17
18
19
20 _____
21 Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

22
23
24
25 _____
26 Jill Nixon, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-358

File ID:	AB2019-358	Version:	2	Status:	Held in Council
File Created:	06/11/2019	Entered by:	JSchneid@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution forwarding Cascadia Law Group's recommendations for Cherry Point UGA
Comprehensive Plan and Zoning Code Amendments

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Forwarding Cascadia Law Group's recommendations for proposed Cherry Point Urban Growth Area
(UGA) Comprehensive Plan and Zoning Code Amendments to the Planning Commission for review
and recommendation and to Planning and Development Services for SEPA review and determination.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/18/2019	Council Special Committee of the Whole	HELD IN COMMITTEE	Council Special Committee of the Whole
06/18/2019	Council	HELD IN COMMITTEE	Council Special Committee of the Whole
07/23/2019	Council	HELD IN COUNCIL	Council

Attachments: Proposed Resolution, Alternate Proposed Resolution, Potential Countywide Planning Policies and Comp Plan Amendments – Cherry Point, July 29 - Potential Code Amendments, July 30 Special COTW Draft Minutes, July 23 Donovan Additional Proposed Amendments, July 23 Browne Additional Proposed Amendments

RESOLUTION NO. _____

**FORWARDING CASCADIA LAW GROUP'S RECOMMENDATIONS FOR PROPOSED
CHERRY POINT URBAN GROWTH AREA (UGA) COMPREHENSIVE PLAN AND ZONING
CODE AMENDMENTS TO THE PLANNING COMMISSION FOR REVIEW AND
RECOMMENDATION AND TO PLANNING AND DEVELOPMENT SERVICES FOR SEPA
REVIEW AND DETERMINATION**

WHEREAS, on January 29, 2019, the Whatcom County Council approved Resolution No. 2019-004, requesting the County Executive provide staff resources and funding to allow Cascadia Law Group to complete Contract No. 201708008 related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA; and

WHEREAS, through Resolution No. 2019-004, the Council requested Planning and Development Services (PDS) work with Cascadia Law Group to provide the County Council with draft Comprehensive Plan and code language that addresses each of the following issues, and where possible identifies and uses established code language from other jurisdictions, to be forwarded to the Planning Commission, that:

- a. Prohibits additional new fossil fuel refineries in Cherry Point beyond the existing British Petroleum, Phillips 66 and Petrogras facilities as our community has already taken on "our fair share" of the public health, safety and environmental risks associated with fossil fuel facilities and does not deserve any additional increase in risk that new facilities would bring; and
- b. Prohibits any new crude oil transshipment facilities that have any other purpose other than supplying raw materials to the existing refineries; and
- c. Prohibits conversion of any existing refinery into a facility primarily serving as a crude oil transshipment facility; and
- d. Allows expansion of existing refining capacity in proportion to certain criteria, such as a to a rolling five year projection of the combined regional population growth of Washington State and British Columbia as determined by their respective published government forecasts; and
- e. Considers requiring an initial and updated greenhouse gas analysis each time a refinery and/or storage capacity of an existing facility is expanded by more than one (1) percent over the baseline ("Baseline") as of the date code changes are adopted; and
- f. Requires identification of "Facility Emissions" which are defined as the greenhouse gas emissions associated with local fossil fuel facilities, including but not limited to
 - I. the transportation within the borders of Whatcom County of refined and unrefined fossil fuels to and from a facility located within the Cherry Point Heavy industrial area, and
 - II. the refining and processing of fossil fuels located within the Cherry Point Heavy industrial area; and

- g. At a minimum require local mitigation of (such as carbon offset programs that are deployed within Whatcom County's borders) Facility Emissions, above the Baseline; and
- h. Considers credits for the Net Positive environmental impacts of modifications to facilities such as programs such as energy recovery from animal waste and when calculating carbon offset obligations. "Net Positive" shall mean the net impact after factoring in:
 - I. fossil fuel inputs for transportation, as well as reduced landfill use and methane emissions in the case of animal or plant waste; and
 - II. fossil fuel inputs, environmental degradation, habitat loss ect. in the case of biofuels such as palm oil or corn grown for bio fuels; and
- i. Aims to reduce the opportunity for the significant transportation, health and safety risks to the community that would likely occur should the existing refineries be converted to crude oil transshipment facilities by prohibiting the construction of additional fossil fuel storage tanks above the current ratio of Storage Capacity to Refining Capacity in existence as the date code changes are adopted. For this section "Storage Capacity" is defined as total volume of all tanks at a facility and "Refining Capacity" is defined as the average monthly volume of refining, in the preceding calendar year; and
- j. Considers that any expansion in storage or refining capacity greater than one (1) percent above Baseline shall require ongoing identification of all responsible parties involved in the transportation of crude and refined fossil fuels, the storage and refining of such, and proof of insurance great enough to cover any "Reasonable Worst Case Scenario" that could occur within the borders of Whatcom County. The insurance shall be required for as long as the particular refinery is operating and shall be increased annually to reflect any increase in the Consumer Price Index; and
- k. Recognizes that the term "Reasonable Worst Case Scenario" shall mean the derailment and subsequent explosion, fire and extensive contamination of air, soil, marine environments, all local public and private infrastructure, including but limited to roads, buildings, parks and sewer systems. The scenario shall assume the event occurs in high wind conditions, during an earthquake, in the downtown core of Bellingham, involves a train of maximum possible operating length train, travelling three times faster than normal, fully loaded with the most volatile cargo transported to or from Cherry Point, transported in the least safe tankers in use anywhere in North America, that the cleanup shall take a minimum of ten years, require the relocation of all businesses and residents within a minimum of a five mile radius and include the cost of fully compensating all the individuals and businesses directly and indirectly affected. Please note this scenario is in direct proportion to what happened during the Lac-Mégantic rail disaster which involved a train of less than maximum size that occurred in Quebec, Canada on July 6, 2013 and which five years on the community has yet to recover from; and

WHEREAS, the Council also requested that the Planning and Development department ensure any changes to the county code NOT cause any of the following:

- 1. Unnecessarily delay the implementation of future safety upgrades that if not made could potentially place the workers or environment at any risk.

2. Unnecessarily delay improvements that would have a positive impact on climate change, such as increased efficiency, reduced pollution or greenhouse gas emissions; and
3. "Catch 22's" where the County withholds permits until other agencies have issued theirs, such as the Army Core of Engineers which will traditionally refuse to issue a permit until the local government has approved the project; and
4. Contradictory language such as providing exemptions from the Conditional Use Permit "CUP" for minor projects, but which later language then forbids being issued because they are located in Cherry Point or are related to fossil fuels; and

WHEREAS, Cascadia Law Group has submitted recommendations for proposed Comprehensive Plan and zoning code amendments to the County Council for consideration; and

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that Cascadia Law Group's recommendations for proposed Cherry Point UGA Comprehensive Plan and zoning code amendments, as outlined in Exhibit A to this resolution, are hereby forwarded to the Planning Commission for review and recommendation, and to Planning and Development Services for SEPA review and determination.

BE IT FINALLY RESOLVED that the Council respectfully requests review by the Planning Commission and Planning and Development Services commence as soon as possible upon receipt of this resolution.

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:

Civil Deputy Prosecutor

EXHIBIT A

RESOLUTION FORWARDING CASCADIA LAW GROUP'S RECOMMENDATIONS FOR PROPOSED CHERRY POINT URBAN GROWTH AREA (UGA) COMPREHENSIVE PLAN AND ZONING CODE AMENDMENTS TO THE PLANNING COMMISSION FOR REVIEW AND RECOMMENDATION AND TO PLANNING AND DEVELOPMENT SERVICES FOR SEPA REVIEW AND DETERMINATION

Exhibit A is currently in working-draft form. The Council is reviewing the following documents as it prepares a final Exhibit A:

[June 11, 2019 - Potential Code Amendments – Cherry Point](#)

[June 11, 2019 - Potential Countywide Planning Policies and Comp Plan Amendments – Cherry Point](#)

[June 18, 2019 - Potential Code Amendments \(includes expanded insurance provision\) – Cherry Point](#)

[July 9, 2019 - Potential Code Amendments – Cherry Point](#)

[July 15, 2019 - Potential Code Amendments – Cherry Point](#)

[July 16 - Potential Code Amendments \(with expanded insurance provision\) - Cherry Point](#)

RESOLUTION NO. _____

FORWARDING CASCADIA LAW GROUP'S RECOMMENDATIONS FOR PROPOSED CHERRY POINT URBAN GROWTH AREA (UGA) COMPREHENSIVE PLAN AND ZONING CODE AMENDMENTS TO THE PLANNING COMMISSION FOR REVIEW AND RECOMMENDATION AND TO PLANNING AND DEVELOPMENT SERVICES FOR SEPA REVIEW AND DETERMINATION

WHEREAS, The Whatcom County Council recognizes that existing zoning code rarely produces adequate regulatory review of large fossil fuel projects at the Cherry Point UGA, nor produces environmental impact statements (EIS) for large scale expansions of fossil fuel facilities at the Cherry Point that are currently allowed as outright permitted uses; and,

WHEREAS, In the past few years, two separate projects permitted at Cherry Point substantially increased each refinery's capacity to receive crude oil, with subsequent increases in risks to public health, safety, and the environment. Neither project received an EIS; and,

WHEREAS, A fracked fuel shipping facility at Cherry Point recently invested hundreds of millions of dollars to increase, potentially by six-fold, the volume of product it moves through the County via rail and through local waters. No EIS was been done related to this; and,

WHEREAS, the fracked fuel shipping facility at Cherry Point recently received permits for substantial, multi-year upgrades to its pier at Cherry Point. No EIS was been done related to this; and,

WHEREAS, The Whatcom County Council has dedicated nearly three years of open public meetings working to develop Comprehensive Plan amendments, and zoning code amendments, to address the risks to public health, safety, and the environment associated with under-regulated expansion of fossil fuel facilities at Cherry Point; and,

WHEREAS, on January 29, 2019, the Whatcom County Council approved Resolution No. 2019-004, requesting the County Executive provide staff resources and funding to allow Cascadia Law Group to complete Contract No. 201708008 related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA; and,

WHEREAS, ~~through Resolution No. 2019-004,~~ the Council ~~has~~ requested Planning and Development Services (PDS) work with Cascadia Law Group to provide the County Council with draft Comprehensive Plan and code language that addresses each of the following issues, and where possible identifies and uses established code language from other jurisdictions, to be forwarded to the Planning Commission, that:

- a. Prohibits additional new fossil fuel refineries and fossil fuel shipping facilities in Cherry Point beyond the existing British Petroleum, Phillips 66 and Petrogras facilities as our community has already taken on "our fair share" of the public health, safety and environmental risks associated with fossil fuel facilities and does not deserve any additional increase in risk that new facilities would bring; and
- b. Prohibits any new crude oil transshipment facilities that have any other purpose other than supplying raw materials to the existing refineries; and

- c. Prohibits conversion of any existing refinery into a facility primarily serving as a crude oil transshipment facility; and
- d. ~~Allows expansion of existing refining capacity in proportion to certain criteria, such as a to a rolling five year projection of the combined regional population growth of Washington State and British Columbia as determined by their respective published government forecasts; and~~
- e. Considers requiring an initial and updated greenhouse gas analysis ~~each time a~~ when refinery and/or storage capacity of an existing facility is expanded ~~by more than one (1) percent over the baseline ("Baseline") as of the date code changes are adopted; and~~
- f. Requires identification of "Facility Emissions" which are defined as the greenhouse gas emissions associated with local fossil fuel facilities, including but not limited to
 - I. the transportation within the borders of Whatcom County of refined and unrefined fossil fuels to and from a facility located within the Cherry Point Heavy industrial area, and
 - II. the refining and processing of fossil fuels located within the Cherry Point Heavy industrial area; and
- g. At a minimum require local mitigation of (such as carbon offset programs that are deployed within Whatcom County's borders) Facility Emissions, above the Baseline; and
- h. Considers credits for the Net Positive environmental impacts of modifications to facilities such as programs such as energy recovery from animal waste and when calculating carbon offset obligations. "Net Positive" shall mean the net impact after factoring in:
 - I. fossil fuel inputs for transportation, as well as reduced landfill use and methane emissions in the case of animal or plant waste; and
 - II. fossil fuel inputs, environmental degradation, habit loss ect. in the case of biofuels such as palm oil or corn grown for bio fuels; and
- i. Aims to reduce the opportunity for the significant transportation, health and safety risks to the community that would likely occur should the existing refineries be converted to crude oil transshipment facilities by prohibiting the construction of additional fossil fuel storage tanks above the current ratio of Storage Capacity to Refining Capacity in existence as the date code changes are adopted. For this section "Storage Capacity" is defined as total volume of all tanks at a facility and "Refining Capacity" is defined as the average monthly volume of refining, in the preceding calendar year; and
- j. Considers that ~~any~~ expansion in storage or refining capacity ~~greater than one (1) percent above Baseline~~ shall require ongoing identification of all responsible parties involved in the transportation of crude and refined fossil fuels, the storage and refining of such, and proof of insurance great enough to cover any "Reasonable Worst Case Scenario" that could occur within the borders of Whatcom County. The insurance shall be required for as long as the particular refinery is operating and shall be increased annually to reflect any increase in the Consumer Price Index; and

- k. Recognizes that the term “Reasonable Worst Case Scenario” shall mean the derailment and subsequent explosion, fire and extensive contamination of air, soil, marine environments, all local public and private infrastructure, including but limited to roads, buildings, parks and sewer systems. The scenario shall assume the event occurs in high wind conditions, during an earthquake, in the downtown core of Bellingham, involves a train of maximum possible operating length train, travelling three times faster than normal, fully loaded with the most volatile cargo transported to or from Cherry Point, transported in the least safe tankers in use anywhere in North America, that the cleanup shall take a minimum of ten years, require the relocation of all businesses and residents within a minimum of a five mile radius and include the cost of fully compensating all the individuals and businesses directly and indirectly affected. Please note this scenario is in direct proportion to what happened during the Lac-Mégantic rail disaster which involved a train of less than maximum size that occurred in Quebec, Canada on July 6, 2013 and which five years on the community has yet to recover from; and

WHEREAS, the Council also requested that the Planning and Development department ensure any changes to the county code NOT cause any of the following:

1. Unnecessarily delay the implementation of future safety upgrades that if not made could potentially place the workers or environment at any risk.
2. Unnecessarily delay improvements that would have a positive impact on climate change, such as increased efficiency, reduced pollution or greenhouse gas emissions; and
3. “Catch 22’s” where the County withholds permits until other agencies have issued theirs, such as the Army Core of Engineers which will traditionally refuse to issue a permit until the local government has approved the project; and
4. Contradictory language such as providing exemptions from the Conditional Use Permit “CUP” for minor projects, but which later language then forbids being issued because they are located in Cherry Point or are related to fossil fuels; and

WHEREAS, on June 10, 2019, Cascadia Law Group submitted draft recommendations for proposed Comprehensive Plan and zoning code amendments to the County Council for consideration; and,

WHEREAS, at its June 18 2019 meeting, Council considered and discussed the June 10, 2019 Cascadia Law Group draft amendments; and,

WHEREAS, at the June 18, 2019 Council meeting, councilmembers were invited to submit questions to Cascadia Law Group regarding the June 10 2019 draft; and,

WHEREAS, on July 2, 2019, Cascadia Law Group provided additional information and updates to the draft code amendments in response to questions from Council and staff, and,

WHEREAS, on July 9, 2019, Council met to continued its discussion of the draft proposal; and,

WHEREAS, on July 10 2019, Cascadia Law Group provided additional information and updates to the draft code amendments in response to questions from Council and staff, and,

WHEREAS, on July 16 2019, Cascadia Law Group provided additional information and updates to the draft code amendments in response to questions from Council and staff; and,

WHEREAS, on July 23 2019, with the benefit of additional information and Council
has further refined the proposed code amendments;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Council's proposal, based off of Cascadia Law Group's recommendations for proposed Cherry Point UGA Comprehensive Plan and zoning code amendments, as outlined in Exhibit A to this resolution, are hereby forwarded to the Planning Commission for review and recommendation, and to Planning and Development Services for SEPA review and determination.

BE IT FINALLY RESOLVED that the Council respectfully requests review by the Planning Commission, with assistance from Planning and Development Services, commence ~~as soon as possible~~ upon receipt of this resolution. If its current scheduling of meetings potentially constrains the Planning Commission's capacity to consider this matter, Council respectfully requests that the Planning Commission schedule one or more additional meetings in August or September.

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:

Civil Deputy Prosecutor

Whatcom County Fossil Fuel Policies and Potential Amendments

Policy Evaluation | Prepared by: Cascadia Law Group and BERK Consulting, Inc.

Countywide Planning Policies

E. NON-CITY URBAN GROWTH AREAS

3. Cherry Point shall be designated as an unincorporated industrial urban growth area in recognition of existing large scale industrial land uses. Additional large scale development shall be encouraged consistent with the ability to provide needed services and consistent with protecting critical areas along with other environmental protection considerations. The Cherry Point industrial area is an important and appropriate area for industry due to its access to deep water shipping, rail, all-weather roads, its location near the Canadian border, and its contribution to the County's goal of providing family wage jobs.

Evaluation Policy E.3: No specific change required. Even if fossil-fuel refinement and related fossil-fuel industries are limited with policy and code changes, a wide range of industrial uses are still allowed in upland industrially zoned areas in Cherry Point. In-water shipping is limited to existing facilities per the State of Washington Department of Natural Resources (DNR) Cherry Point Aquatic Reserve Management Plan.

I. ECONOMIC DEVELOPMENT AND EMPLOYMENT

2. New business development and expansion of existing businesses are key factors in providing “family wage” jobs and a strong tax base. Economic development that pays family wage rates should be encouraged. Industrial land designations must be sufficient to permit the concentration of industry in appropriate locations beyond 20 years. In order to attract new industry and provide for expansion of existing industries, the county and the cities will designate land supply of sufficient size and diversity to provide a range of suitable locations for industrial development. The designation of this land shall be established in a way that preserves natural resource based industries and critical areas.

3. To provide sufficient land supply for industrial growth and development, industrial designations must not only include lands suitable for development, but also lands suitably zoned to provide adequate buffers. It is also important that these lands and buffers be conserved with appropriate land use and zoning provisions to ensure that they will be available for future use.

4. Encourage business location, retention, and expansion according to city and county comprehensive plans in order to meet current and future demand for diverse business and industry. Work with funding agencies and the private sector to facilitate extension of adequate sewer, water, telecommunications and road access to existing commercial and industrial-zoned properties, creating shovel-ready sites. Cities and county may utilize the “Quick Sites” economic development program through OTED, which links

strategic elements of planning, zoning, environmental review, and permitting with the business-siting effort.

11. Whatcom County encourages siting of industrial uses in proximity to and to further utilization of our access to deep water and port facilities for shipping, rail, airports, roadways, utility corridors and the international border.

Evaluation, Policies 1.2, 1.3, 1.4 and 1.11: The proposed policy and code changes continue to allow development of non-fossil-fuel industries, and review criteria for expansion of existing uses relies on implementing existing critical area regulations and other state and federal requirements, e.g. Cherry Point Aquatic Reserve Management Plan, Magnuson Act.

10. The cities and county agree to set policies for approving proposals to authorize siting of Major Industrial Developments for large or resource-based industries outside of Urban Growth Areas (as per RCW 36.70A.365). The master planning process for specific manufacturing, industrial, or commercial businesses shall address infrastructure, buffers, environmental protection, sprawl, resource lands, critical areas, and land supply.

Evaluation 1.10: The code changes provide more explicit master plan process review criteria that implement this policy. The new code changes are designed to support environmental protection and critical areas.

Comprehensive Plan

LAND USE ELEMENT

Policy 2D-6: Review and update the Whatcom County Shoreline Management Program in accordance with the schedule in the Shoreline Management Act (RCW 90.58.080). Updates should improve the integration of the Shoreline Program with Growth Management and with the Cherry Point Aquatic Reserve Management Plan in order to provide predictability and consistency in regulation, and eliminate regulatory redundancy.

Evaluation, 2D-6: This policy supports proposed amendments to the SMP to address Cherry Point Aquatic Reserve Management Plan.

Policy 2J-4: Protect culturally and spiritually significant places from nonessential development that is viewed as incompatible by the affected community.

Evaluation, 2J-4: Per the Comprehensive Plan, the "Lummi Nation and Western Washington University have identified an ancestral village dating back over 3,000 years ago in this area. The Cherry Point UGA contains sites of primary archeological and cultural significance." Policy 2CC-3 calls for Archeological review in Cherry Point. There are no implementing review criteria in the master site plan regarding avoiding impacts to cultural resources.

Policy 2L-2: Retain and periodically review the adopted Subarea Plans (Lummi Island, Cherry Point-Ferndale, Urban Fringe, Birch Bay Community Plan, Foothills, and Point Roberts).

Evaluation, Policy 2L-2: This subarea plan is in the process of being repealed. Planning Commission staff report: <http://www.co.whatcom.wa.us/DocumentCenter/View/35465/Cherry-Point-Packet> Listed in March 2019 public participation plan for docket in 2019. <https://www.whatcomcounty.us/DocumentCenter/View/40344/pln2019-00009-draft-ppp-March-2019>

Major Industrial Urban Growth Area / Port Industrial

Cherry Point – Text

The Cherry Point Urban Growth Area (UGA) contains approximately 7,000 acres of industrial land. The land has long been planned and designated by Whatcom County for industrial development and is currently the site of three major industrial facilities including two oil refineries and an aluminum smelter. Together, these three existing industries own about 4,400 acres of the total Cherry Point industrial lands. A fourth large tract of undeveloped land constituting approximately 1,500 acres is designated for industrial development.

Because of the special characteristics of Cherry Point, including deep water port access, rail access, and proximity to Canada, this area has regional significance for the siting of large industrial or related facilities. General Petroleum constructed the Ferndale Refinery in 1954, Alumax/Pechiney/Howmet constructed the Aluminum Smelter in 1966, and the Atlantic Richfield Company constructed the Cherry Point Refinery in 1971.

Cherry Point is also important historically and culturally to the Coast Salish people, and part of the usual and accustomed fishing area for five treaty tribes, reserved under the Treaty of Point Elliot of 1855. The Lummi Nation and Western Washington University have identified an ancestral village dating back over 3,000 years ago in this area. The Cherry Point UGA contains sites of primary archeological and cultural significance.

Since the designation of this area for industrial development years ago, newer scientific study of the shoreline ecology has identified Cherry Point's unique function as part of the Fraser River/Georgia Strait and greater Salish Sea ecosystem and the associated Cherry Point Aquatic Reserve has been designated by the state Department of Natural Resources to recognize the ecological importance of the aquatic lands in this area.

Since adoption of earlier versions of this Comprehensive Plan, governments have increased their recognition of the observed and projected effects that fossil fuel extraction, transportation and use have on human health and the environment.

Evaluation: The background conditions are generally the same today. The proposed policy/code changes do not require a consistency amendment. However, the Preliminary Draft Text Changes dated January 15, 2019 (to the second paragraph) are compatible.

- *Because of the special characteristics of Cherry Point, including deep water port access, rail access, and proximity to Canada, this area has regional significance for the siting of large industrial or related facilities. General Petroleum constructed the Ferndale Refinery in 1954, Alumax/Pechiney/Howmet constructed the Aluminum Smelter in 1966, and the Atlantic Richfield Company constructed the*

Cherry Point Refinery in 1971. The existing industries in the Cherry Point UGA, which provide significant employment, have produced and shipped refined fossil fuels and other products for decades.

Environmental – Text

The Cherry Point shoreline has great importance to the fisheries and ecology of Northern Puget Sound because it provides essential spawning habitat for what once was the largest herring stock in Washington State. This herring stock has supported important commercial fisheries in the past and provides forage for salmonids and other important marine species. In 2000, 2010, and 2017 the State Lands Commissioner ordered the Cherry Point tidelands and bedlands withdrawn from the state’s general leasing program and designated them as the “Cherry Point Aquatic Reserve.” The following DNR Use Authorizations are exempted from withdrawal: Lease application numbers 20-A09122 (British Petroleum), 20-A11714 (Phillips 66), 20-A08488 (Intalco Aluminum Corporation), and 20-010521 (Birch Bay Water and Sewer District). In December 2010, the DNR recognized the need to “protect the significant environmental resource of aquatic lands at Cherry Point” (CPAR Management Plan p. 1), and completed the Cherry Point Environmental Aquatic Reserve Management Plan to ensure long-term environmental protection of the Aquatic Reserve. The Reserve extends from the southern boundary of Birch Bay State Park to the northern border of the Lummi Indian Nation Reservation.

Evaluation: Allow for existing in-water facilities consistent with DNR Management Plan.

...Much of the Aquatic Reserve shoreline is in substantially natural riparian vegetation and bluff processes proceed without interference. Existing shoreline and upland stream and wetland functions and values are of continuing importance to the recovery and protection of species identified in the Aquatic Reserve Management Plan. The area includes undeveloped intertidal wetlands with importance to juvenile salmon and other species. Existing industries can serve the Aquatic Reserve’s objectives so long as they are managed according to the Plan and so long as the lessees actively work to further goals for the Reserve (CPAR MP p. 2).

Evaluation: Allow for existing industrial facilities consistent with DNR Management Plan.

...Whatcom County does not enforce the Magnuson Amendment through the local permitting process. However, the County does encourage federal agencies to enforce the Magnuson Amendment. Therefore, the County will strive to make appropriate federal agencies aware of applications for development permits submitted to the County that may be subject to federal agency review under the Magnuson Amendment before issuing local permits when possible (see Policy 2CC-15).

Policy 2CC-15 addresses this text. Language like the Policy could be implemented in master site plan criteria:

- *Policy 2CC-15: Whatcom County will encourage federal agencies, including the U.S. Army Corps of Engineers, to enforce the provisions of the Magnuson Amendment (33 USC Sec. 476). To accomplish this the County will make appropriate federal agencies aware of applications for development permits submitted to the County that staff thinks may be subject to federal agency review under the Magnuson Amendment.*

Cherry Point UGA Features: Port Access – Text

The marine waters off Cherry Point provide deepwater access for shipping. Deepwater access for shipping was a major siting consideration for the three major industries currently located at Cherry Point.

Evaluation: Allow for existing in-water facilities consistent with DNR Management Plan.

Cherry Point UGA Features: Proximity to Canada, Alaska and Foreign Ports – Text

Cherry Point occupies a unique location for the siting of industry because of its close proximity to Canada and because of its shorter travel distance than other regional port facilities for shipping to and from Alaska and to other Pacific Rim locations. The large acreage, good rail access and proximity to Washington State and Canadian ports makes the remaining upland area at Cherry Point suitable for commercial or industrial production with emphasis on major sustainable clean energy manufacturing or production (see Policy 2CC-3). The Cherry Point industrial area benefits from proximity to Canada, as trade between the U.S. and Canada grows in response to the lifting of trade barriers under the Free Trade Agreement. Canadian exports to the U.S. are expected to increase and Canadian firms exporting to the U.S. are expected to seek locations in the U.S. as a way of improving access to U.S. markets. Compared to other port facilities in Washington and Canada, Cherry Point is not constrained by extensive upland development or vessel draft limitations.

Evaluation: Proposed policy and code amendments continue to allow for port uses. Existing fossil fuel industrial can continue; growth of existing facilities could occur based on growth in demand in the facility service area.

Cherry Point: Use Compatibility and Land Use Designation – Text

The industries currently located at Cherry Point are a substantial part of the economic base of Whatcom County and the region and the economic welfare of the county is strongly tied to the health of these industries and their ability to flourish and expand as opportunities present themselves. These industries need to be protected from the inappropriate encroachment of incompatible uses; particularly residential uses that could affect their ability to expand, at the same time, the expansion of these industries needs to be done in ways that do not significantly impact the ecology of the Salish Sea or encourage expanded transshipment of unrefined fossil fuels. The best means for protecting these industries from incompatible adjoining uses and to assure their continued regulatory conformity is to maintain the industrial land use designation of these lands and adjoining properties currently designated for industrial development. The Cherry Point industrial lands have been designated for industrial development and as a direct result of the industrial designation, incompatible and inappropriate residential development has been curtailed.

Evaluation: Proposed code changes are meant to avoid ecological impacts and without expanded transshipment of unrefined fossil fuels.

Goal 2CC: Maintain Cherry Point as an unincorporated urban growth area based on its unique location, characteristics and its significant contribution to the overall industrial land supply and Whatcom County's tax base.

Policy 2CC-1: Designate Cherry Point as a major industrial Urban Growth Area to accommodate major users that need to be located away from concentrated urban residential areas and that can manage

their activities in such a way that they do not conflict with the goals of the Aquatic Reserve Management Plan.

Policy 2CC-2: Encourage developments in the Cherry Point UGA to maintain and operate under management plans consistent with the Aquatic Reserve Management Plan.

Evaluation Policy 2CC-1 and 2CC-2: Proposed policy and code amendments are compatible with this policy. Proposed code amendments address the DNR Aquatic Reserve Management Plan.

Policy 2CC-3: Encourage that future developments or expansions within the Cherry Point UGA are consistent with the following:

- Clean and reduced carbon emitting technology;
- Avoidance of estuaries and near shore wetlands;
- Archeological review;
- Water recycling technology to minimize water use; and
- Enhance existing and future industries.

Evaluation: Existing industries may continue and supporting facilities may be enhanced. Future industries that meet allowed uses and master site plan criteria are allowed. Environmental and archaeological review is required; review criteria in these respects are enhanced.

Policy: 2CC-4: Assure that Cherry Point's unique features of large parcelization, port access, and pipeline, vehicular and rail transportation availability are maintained and protected from incompatible development.

Evaluation: Proposed policy and code amendments are compatible with this policy. The amendments do not affect parcelization. Port access is allowed to existing sites per the DNR Cherry Point Aquatic Reserve Management Plan. Proposed amendments do not change the range of supporting transportation and utility services or their plans.

Policy: 2CC-5: Require the master planning of each large parcel in advance of any development or subdivision at Cherry Point.

Evaluation: The proposed code amendments update master site plan and major project permit review criteria.

Policy: 2CC-6: Require the designation and site plan for a major user (generally 40 acres or more) before the development of accessory or supporting uses to assure that accessory or supporting uses are compatible with and will not interfere with the major industrial user.

Evaluation: The proposed code amendments address accessory/supporting uses for existing facilities designed to ensure that existing fossil fuel terminal facilities can maintain and enhance their current businesses.

Policy: 2CC-7: Specify 160 acres as a minimum area for planning, prior to the commitment of a parcel for a major user (40 acres or more, singularly or as a cluster or group).

225 *Evaluation: No change to the major user or planning area is proposed.*

226 Policy 2CC-8: Permit support activities, warehousing, shipping, machine repair and service, educational
 227 services, food service and conveniences, to locate on a parcel only after the completion of a master plan,
 228 and the identification and site plan approval for the major user.

229 *Evaluation: Policies or code amendments would not change the need for a master plan or*
 230 *major user standards.*

231 Policy 2CC-9: Exclude Cherry Point as part of any future incorporation of Birch Bay.

232 • to protect interests of the property owner in terms of taxation and urban regulations;
 233 • to preclude urbanism near "smokestack" industries;
 234 • to preserve county government tax base.

235 *Evaluation: The proposed policy and code changes do not change the County's approach*
 236 *to incorporation of Birch Bay or the exclusion of Cherry Point from incorporation.*

237 Policy 2CC-10: Continue to work with service providers that serve Cherry Point to ensure the delivery of
 238 services and to allow it to develop to its fullest potential.

239 *Evaluation: The proposed policy and code changes do not change the delivery of*
 240 *transportation or utility services.*

241 Policy 2CC-11: It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point
 242 to the existing three piers, taking into account the need to:

243 • Honor any existing vested rights or other legally enforceable agreements for an additional dock/pier;
 244 • Update the Whatcom County Shoreline Master Program to conform with this policy;
 245 • Encourage the continued agency use of best available science;
 246 • Support and remain consistent with the state Department of Natural Resources' withdrawal of Cherry
 247 Point tidelands and bedlands from the general leasing program and the species recovery goals of the
 248 Cherry Point Aquatic Reserve designation and Management Plan;
 249 • Recognize federal actions upholding treaty rights;
 250 • Protect traditional commercial and tribal fishing; and
 251 • Prevent conflicts with vessel shipment operations of existing refineries that could lead to catastrophic oil
 252 or fuel spills.

253 *Evaluation: The proposed policy and code changes fulfill this policy.*

254 *The County had proposed a change to the first bullet in January 15, 2019 amendments as*
 255 *follows:*

256 ~~*• Honor any existing vested rights or other legally enforceable agreements for an*~~
 257 ~~*additional dock/pier; Act conservatively in land use matters at Cherry Point to prevent*~~
 258 ~~*further harm to habitat important to the Cherry Point Herring stock and Southern Resident*~~
 259 ~~*Killer Whales;*~~

260 This policy change is consistent with the purpose and intent of the fossil-fuel policy/code
261 changes and could be carried forward.

262 Since the SMP amendments are being crafted now, the second bullet can be changed. It
263 would support the County's duty to fulfill the State policy in RCW 90.58.020 for
264 shorelines of statewide significance. Suggest changing bullet 2 as follows:

265 • ~~Update the~~ Optimally implement the Whatcom County Shoreline Master Program
266 ~~to conform with this policy~~ fulfill the Shoreline Management Act's shorelines of statewide
267 significance policy to preserve natural character, result in long-term over short-term
268 benefit, and protect the resources and ecology of the shoreline;

269 Policy 2CC-12: RCW 36.70A.365 requires the implementation of Traffic Demand Management (TDM)
270 programs for the designating of a Major Industrial Urban Growth Area. Any employer in the Cherry
271 Point Urban Growth Area that employs one hundred or more fulltime employees at a single worksite who
272 begin their regular work day between 6:00 am and 9:00 am on weekdays for at least twelve continuous
273 months during the year are required to meet the TDM requirements of WCC 16.24.

274 Evaluation: The proposed policy and code changes do not change the County's approach
275 to Traffic Demand Management.

276 Policy 2CC-13: Work with the Cherry Point industries to maximize public access to the Cherry Point
277 beaches without compromising industrial security.

278 Evaluation: The proposed policy and code changes do not change the County's approach
279 to shoreline public access.

280 Policy 2CC-14: Cooperate with the DNR and existing industries to monitor the effects of industrial
281 activities on water quality and habitat functions in and adjacent to the Cherry Point Aquatic Reserve.

282 Evaluation: The proposed policy and code changes do not change the County's approach

283 Policy 2CC-15: Whatcom County will encourage federal agencies, including the U.S. Army Corps of
284 Engineers, to enforce the provisions of the Magnuson Amendment (33 USC Sec. 476). To accomplish this
285 the County will make appropriate federal agencies aware of applications for development permits
286 submitted to the County that staff thinks may be subject to federal agency review under the Magnuson
287 Amendment.

288 Evaluation: The proposed code changes implement this policy.

289 Policy 2CC-16: The County shall undertake a study to be completed if possible by December of 2017 to
290 examine existing County laws, including those related to public health, safety, development, building,
291 zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the
292 County may choose to limit the negative impacts on public safety, transportation, the economy, and
293 environment from crude oil, coal, liquefied petroleum gases, and natural gas exports from the Cherry
294 Point UGA above levels in existence as of March 1, 2017.

295 To provide clear guidance to current and future county councils on the County's legal rights,
296 responsibilities and limitations regarding interpretation and application of project evaluation under
297 Section 20.88.130 (Major Projects Permits) of the Whatcom County Code.

The County should consider any legal advice freely submitted to the County by legal experts on behalf of a variety of stakeholder interests, and make that advice publicly available.

- Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration as soon as possible.

- Until the above mentioned amendments are implemented, the Prosecuting Attorney and/or the County Administration should provide the County Council written notice of all known pre-application correspondence or permit application submittals and notices, federal, state, or local that involve activity with the potential to expand the export of fossil fuels from Cherry Point.

Evaluation: Once the policy and code amendments are adopted this policy could be eliminated. Alternatively, it could be amended to match the January 15, 2019 policy language below but would exclude “radioactive substance” since that is not a focus of the fossil fuel related policy/code changes. It could be its own policy topic.

~~2CC-16: The County will, through its adopted SEPA policies and applicable permitting processes, shall undertake a study to be completed if possible by December of 2017 to examine existing County laws, including those related to public health, safety, development, building, zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the County may choose to seek to limit the negative impacts on public safety, transportation, the economy, and environment from new fossil fuel facilities, including new or expanded crude oil, coal, liquefied petroleum gases, natural gas, and radioactive substance exports from facilities within the Cherry Point UGA above levels in existence as of March 1, 2017.~~

~~To provide clear guidance to current and future county councils on the County's legal rights, responsibilities and limitations regarding interpretation and application of project evaluation under Section 20.88.130 (Major Projects Permits) of the Whatcom County Code. The County should consider any legal advice freely submitted to the County by legal experts on behalf of a variety of stakeholder interests, and make that advice publicly available.~~

~~• Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration as soon as possible.~~

~~• Until the above mentioned amendments are implemented, †The Prosecuting Attorney and/or the County Administration should provide the County Council written notice of all known preapplication correspondence or permit application submittals and notices, federal, state, or local that involve activity with the potential to expand the export of fossil fuels from Cherry Point “Fossil Fuel Refinery or Fossil Fuel Transshipment Facilities,” as defined in the Whatcom County Code (Chapter 20.97).¹~~

Policy 2CC-17: Policy 2CC-16 shall not limit existing operations or maintenance of existing facilities as of March 1, 2017.

Evaluation: The policy and code amendments reinforce allowing existing uses and their maintenance. The shaded language was proposed in January 15, 2019, otherwise the other adjustments are based on the latest policy/code amendment direction:

Amend this policy: Policy 2CC-16 shall not limit Allow existing operations or maintenance of existing fossil-fuel related facilities operating at levels as of March 1, 2017 with

¹ The reference to a definition in the Whatcom County Code could be removed to avoid a policy with a code reference. A definition could be added to the Comprehensive Plan if thought necessary. Typically, the code is more detailed.

limited expansions subject to environmental review, greenhouse gas emission mitigation, and conformance with Policies 2CC-3 and -11.

Other

Add a new policy on renewable fuels: Support industries that create or use renewable fuels.

Essential Public Facilities

Goal 2WW: Utilize the established siting criteria for essential public facilities.

Policy 2WW-4 State and regional highways in unincorporated Whatcom County that have been designated as essential state or regional transportation facilities are I-5, State Route 539 (the Guide Meridian), State Route 546/9 (Badger from the Guide to Sumas), and State Route 20 to eastern Washington. Other transportation facilities in unincorporated Whatcom County that have been designated as essential public facilities are Amtrak Cascades passenger rail service, the Burlington Northern Santa Fe railroad tracks, and the Cherry Point marine port facilities. Such facilities in the City of Bellingham include Fairhaven Station (intercity passenger rail terminal), Bellingham Cruise Terminal (Alaska Ferry), and the Port of Bellingham (marine port). Additionally, State Route 543 (the truck route at the Blaine border) is an essential public facility located within the city limits of Blaine.

Widening of existing state highways or railroad tracks (including construction of sidings) and siting new state highways or railroad tracks should be planned in the Washington Highway System Plan, Amtrak Cascades Plan and the Freight Rail Plan. The state will invite the Regional Transportation Planning Organization and the County to participate in planning studies, review design plans, and provide comments when siting new or expanded state highways or railroad tracks.

Highways and railroad tracks that qualify as essential public facilities should be sited in accordance with all of the following principles. These facilities should be located:

- In a manner that minimizes or mitigates noise impacts to surrounding residential areas.
- Outside of the Lake Whatcom Watershed, unless there are no viable alternatives.
- In a manner that allows continued fish passage beyond the road or railroad tracks or restores blocked passage.
- In a manner that avoids or mitigates wetland impacts.
- In a manner that minimizes impacts of additional impervious surfaces by treating stormwater runoff.
- In a manner that encourages a vibrant economy by facilitating the efficient movement of people and freight.
- In a manner that accommodates pedestrians, bicycles, and transit.

Major passenger intermodal terminals should be located in General Commercial, Airport Operations, Urban Residential-Medium Density or industrial zones.

Freight railroad switching yards and terminals should be located in industrial zones.

Marine port facilities should be located within the Heavy Impact Industrial zone of the Cherry Point Major/Port Industrial Urban Growth Area.

374 *Evaluation: Amend final sentence to address that the Port facilities are limited to existing*
375 *ones by the DNR Cherry Point Aquatic Reserve Management Plan. While fossil-fuel*
376 *terminals are restricted in the County's proposed policies and code, other uses are not.*

377 *Proposed Amendment language: Marine port facilities should be located within the Heavy*
378 *Impact Industrial zone of the Cherry Point Major/Port Industrial Urban Growth*
379 *Area. Allow existing facilities and limited expansions consistent with the State of*
380 *Washington Department of Natural Resource Cherry Point Aquatic Reserve Management*
381 *Plan.*

382 **Policy 2YY-2: County regulations will not preclude the siting of essential public facilities in designated**
383 **zoning districts.**

384 *Evaluation: Per RCW 36.70A.200 and RCW 47.06.140, and policy 2WW-4, marine*
385 *port facilities and services that are related solely to marine activities affecting*
386 *international and interstate trade are essential public facilities. The port facilities at Cherry*
387 *Point can continue and limitations on expansion are based on DNR Cherry Point Aquatic*
388 *Reserve Management Plan. Proposed policy and code changes limit fossil fuel terminals*
389 *but allow for their continuation and limited expansion. A wide range of other allowed uses*
390 *is still possible, if consistent with environmental regulations.*

Whatcom County

Fossil Fuel Industrial Uses

Potential Code Amendments | Prepared by: Cascadia Law Group and BERK Consulting, Inc.

Overview

This document excerpts sections of the Whatcom County Code and proposes potential code changes to address Comprehensive Plan Cherry Point Policy 2CC-16, excerpted below:

Policy 2CC-16: The County shall undertake a study to be completed if possible by December of 2017 to examine existing County laws, including those related to public health, safety, development, building, zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas exports from the Cherry Point UGA above levels in existence as of March 1, 2017.

To provide clear guidance to current and future county councils on the County's legal rights, responsibilities and limitations regarding interpretation and application of project evaluation under Section 20.88.130 (Major Projects Permits) of the Whatcom County Code.

The County should consider any legal advice freely submitted to the County by legal experts on behalf of a variety of stakeholder interests, and make that advice publicly available.

- Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration as soon as possible.

- Until the above mentioned amendments are implemented, the Prosecuting Attorney and/or the County Administration should provide the County Council written notice of all known pre-application correspondence or permit application submittals and notices, federal, state, or local that involve activity with the potential to expand the export of fossil fuels from Cherry Point.

Code amendments also fulfill Resolution 2019-004 and changes authorized by majority motions at the July 23, 2019 Whatcom County Council Special Committee of the Whole Meeting.

The following table identifies major code amendment topics developed by the County Council in Resolution 2019-004 or by the July 23, 2019 Whatcom County Council Special Committee of the Whole Meeting. The following sections provide an overview of key elements of the proposal and preliminary draft code language.

Exhibit 1. Potential Fossil-Fuel Code Changes – Outline and Change Location

Code Outline Topic	Location in Code Changes	
1. Prohibit New Fossil Fuel Refineries	20.66.200	Prohibited uses.
	20.68.200	Prohibited uses.
2. Retain Existing Refineries as an Outright Permitted Use with Limits	20.68.050	Permitted uses.
3. Conditional Use Permit Threshold for Expansions of Existing Refineries	20.68.150	Conditional uses.
	20.68.800. Fossil Fuel or Renewable Fuel Refineries or Transshipment Facilities	
4. Conditional Use Permit Criteria and Analysis of Greenhouse Gas Impacts of Expansions of Existing Refineries	20.68.800. Fossil Fuel or Renewable Fuel Refineries or Transshipment Facilities	
5. Prohibit Crude Oil and Coal Export Facilities	20.66.200	Prohibited uses.
	20.68.200	Prohibited uses.
6. Renewable Fuel Production and Blending Facilities as an Outright Permitted Use	Treat renewable fuels like fossil fuels.	
7. Prohibit New Docks and Piers	20.68.200	Prohibited uses.
	20.74.055	Prohibited uses.
	23.100.170	Cherry Point management area.
8. Prohibit Crude Oil Transshipment Facilities	20.66.200	Prohibited uses.
	20.68.200	Prohibited uses.
9. Prohibit Coal Transshipment Facilities	20.66.200	Prohibited uses.
	20.68.200	Prohibited uses.
10. Pipelines	Not addressed per Cascadia Law Group report to the County Council: Reducing Impacts from Fossil Fuel Projects Report to the Whatcom County Council February 23, 2018.	
11. Small Oil Storage and Distribution Facilities	20.97.160.6 Small Oil Storage and Distribution Facilities	

Code Outline Topic	Location in Code Changes
12. Change of Use Provisions	20.74.110 Change of Use.
13. SEPA Threshold Determination	16.08.090. Environmental checklist 16.08.160 Substantive authority.
14. Scrubbing the Existing Code	20.88.200 Procedure. 22.05.020 Project permit processing table.
15. Consistency with Countywide Planning Policies	See separate policy evaluation document.
16. Procedural Due Process, GMA and Shoreline WAC provisions	Co-timed policy and code amendments planned.
17. Severability Clause	Will go into the ordinance draft.
18. Insurance Provisions	Addressed in permit procedures, criteria, and conditions. See also 22.05.125 Proof of insurance for hazards created in the County

Key Elements of Code Proposal

Restrict New Fossil Fuel Refineries and Transshipment Facilities

The code proposal prohibits new fossil fuel refineries and fossil fuel transshipment facilities. It also prohibits new piers consistent with the Cherry Point Aquatic Reserve Management Plan.

Allow Current Uses and Limited Expansions

The code proposal outright permits existing, legally established fossil fuel refineries and fossil fuel transshipment facilities. Expansions of refinery capacity and associated storage capacity would be allowed with a conditional use permit.

A Conditional Use Permit with a decision by the Hearing Examiner would be needed for expansion, except where size of the proposal triggers Major Project Permit in which case the Hearing Examiner would make a recommendation to the County Council who would make the decision. The reviews are discretionary and conditional use criteria must be met, and greenhouse gas impacts analyzed, and local mitigation provided.

Other site improvements that do not involve expansions of production capacity would be permitted with less procedural requirements, e.g. safety improvements or establishing an accessory office.

Allow for Renewable Fuels

The proposed code as drafted allows for renewable fuels facilities to be treated similarly to fossil fuels in terms of permit allowances. Renewable fuel proposals would also require tracking greenhouse gas emissions and liability insurance.

Address Impacts and Mitigation

Recognizing that fossil fuel facilities and transshipment facilities, as well as renewable fuel counterparts, have the potential for environmental impacts and require mitigation, several sections of the code proposal address the environmental review process and content:

- State Environmental Policy Act (SEPA) Policies: When fossil-fuel refinery facilities or transshipment facilities are reviewed under SEPA, additional environmental policies would apply to guide environmental impact evaluation and mitigation measures including policies on air quality and climate and fish and wildlife habitat. In addition, a worksheet for fossil fuel facilities would be required.
- Greenhouse Gas Emissions Mitigation: The SEPA policies and the zoning standards require reporting of emissions and mitigation above the baseline established at the time of permit. Local carbon offsets would be required or a fee in lieu of mitigation would be required which the County would use to provide local greenhouse gas mitigation projects.
- Fish and Wildlife Habitat: In SEPA rules, the County would require analysis and mitigation of impacts to priority habitats and species and high biodiversity areas. It should be noted that the County's critical area regulations and shoreline regulations would also apply.
- Other Considerations: Applicants would be required to demonstrate consistency with federal and state laws and permit requirements, such as consistency with the Cherry Point Aquatic Reserve Management Plan, federal review of consistency with Treaty Rights, etc. before any site modifications or construction could occur.
- Insurance: Insurance provisions are contained in a new code section and are based on discussion with an insurance expert familiar with commercially available policies similar in nature and in place for petroleum terminals in Alaska. Options for policy limits and alternatives to conventional insurance are also provided for Council discussion.

Changes by Code Chapter

CHAPTER 2.11 HEARING EXAMINER

2.11.205 Recommended decisions

2.11.205 Recommended decisions.

In accordance with the provisions of Chapter 22.05 WCC, the hearing examiner shall conduct an open record hearing and prepare a record thereof, and make recommendations to the county council for approval or disapproval of:

- A. Major project permits, including major project permit applications for mitigation banks proposed in accordance with the provisions of Chapter 16.16 WCC;
- B. Planned unit developments;
- C. Development agreements, as authorized in Chapter 36.70B RCW;
- D. Such other permits as may be required from the county along with subsection A or B of this section for a given project. Where the hearing examiner would normally make a final decision to approve or deny an accompanying permit, the decision shall instead be in the form of a recommendation and accompany the hearing examiner's recommendation on the major project permit or planned unit development to the county council for final approval;
- E. Proposed rates and charges or special assessments for lake management districts.

Discussion/Notes: No change is needed to Hearing Examiner duties at WCC 2.11.205 or elsewhere. Based on July 23, 2019 County Council Special Committee of the Whole, discussion indicated support for "option 4" in the 7/16/19 code draft, as described in Planning and Development Services Memo dated 7/22/2019): Require a conditional use permit. The Hearing Examiner would conduct the public hearing and make the final decision. However, if the proposal meets the existing criteria for a major project permit (WCC 20.88.120) then a major project permit would be required (without a conditional use permit). In this case, the Hearing Examiner would conduct the public hearing and issue a recommendation. The County Council would make the final decision.

CHAPTER 16.08 STATE ENVIRONMENTAL POLICY ACT (SEPA)

16.08.090. Environmental checklist

E. Worksheet for Fossil and Renewable Fuel Facilities: Air and environmental health are elements of the environment in WAC 197-11-444 and subjects addressed in WAC 197-11-960. Environmental Checklist. As provided in WAC 197-11-906(1)(c), Whatcom County hereby adds a procedure and criteria to help identify the affected environment, impacts, and mitigation regarding air quality and climate and risks from spills and/or explosions. For any proposed change of use or expansion of facilities that manufacture, process, transport any fossil fuel, renewable fuel, or hydrocarbon feedstock, the proponent will fill out the County's SEPA "Worksheet for Fossil and Renewable Fuel Facilities." This Worksheet provides detailed information required to evaluate impacts to air, land and water during review of a SEPA environmental checklist. The form of worksheet shall be prepared and updated once per year by the SEPA Responsible Official in consultation with and taking into account the comments of the Climate Impacts Advisory Group and its members. The Worksheet shall analyze the "significance" of direct, indirect, and cumulative impacts including but not limited to those arising from:

1. Windborne transport of fossil or renewable fuel emissions into/across Whatcom County;
2. Life cycle greenhouse gas emissions above existing levels;

3. Transits of tankers or barges and their support vessels that have the potential to create risks of spills or explosion or interfere with commercial and treaty tribe fishing areas; and
4. Releases of stormwater and wastewater to groundwater, marine waters, intertidal wetlands, streams within the shorelines, and to their headwaters;
5. Potential for loss of life and/or property related to risks from spills or explosions associated with refining and transport of renewable or fossil fuels or related feedstocks within Whatcom County.

In determining whether possible impacts are “significant” and “probable,” the Responsible Official shall determine whether the answers on the Worksheet for Fossil Fuel Facilities accurately analyze the severity of potential harm, independently from analysis of probability of occurrence, in compliance with WAC 197-11-330—794. Also, as provided in WAC 197-11-794, “the severity of an impact should be weighed along with the likelihood of its occurrence” and “an impact may be significant if its chance of occurrence is not great, but the resulting environmental impact would be severe if it occurred.”

The worksheet and supplemental information required for fossil and renewable fuel facilities shall be considered procedures and criteria added to Whatcom County’s SEPA policies and procedures pursuant to WAC 197-11-906(1)(c) and are deemed necessary to be consistent with the provisions of SEPA contained in RCW 43.21C.020, RCW 43.21C.030 and RCW 43.21C.031. The county may modify the environmental checklist form as provided in WAC 197-11-315. If a modified form is prepared, it must be sent to the Department of Ecology to allow at least a 30-day review prior to use. (Ord. 98-048 Exh. A; Ord. 84-122 Part 3 (part)).

Discussion/Notes: Subsection E with the exception of green text was proposed by County Council. Suggest reference to WAC 197-11-906(1)(c) as basis to require worksheet since it allows for additional procedures and criteria. WAC 197-11-315 refers to Ecology and 30-day review for planned actions, which is not proposed.

16.08.160 Substantive authority.

A. The policies and goals set forth in this chapter are supplementary to those in the existing authorization of Whatcom County.

B. The county may attach conditions to a permit or approval for a proposal so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and
2. Such conditions are in writing; and
3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
4. The county has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
5. Such conditions are based on one or more policies in subsection D of this section and cited in the license or other decision document.

C. The county may deny a permit or approval for a proposal on the basis of SEPA so long as:

1. A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter; and
2. A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact; and

3. The denial is based on one or more policies identified in subsection D of this section and identified in writing in the decision document.

D. The county designates and adopts by reference the following policies as the basis for the county's exercise of SEPA authority pursuant to this section:

1. The county shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:

- a. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
- b. Assure for all people of Washington safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
- c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
- d. Preserve important historic, cultural, and natural aspects of our national heritage;
- e. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;
- f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
- g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

2. The county recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

3. The county adopts by reference the policies in the following county documents:

Whatcom County Comprehensive Land Use Plan (inclusive of goal statements and all subarea components)

Whatcom County Shoreline Management Program

Whatcom County Subdivision Ordinance

Whatcom County Solid Waste Management Plan

Whatcom County Critical Areas Ordinance

All official land use controls adopted by Whatcom County.

E. Relationship to Federal, State and Regional Regulations. Many of the environmental impacts addressed by these SEPA policies are also the subject of federal, state and regional regulations. In deciding whether these regulations provide sufficient impact mitigation, the County shall consult orally or in writing with the responsible federal, state or other agency with jurisdiction and environmental expertise and may expressly defer to that agency. The County shall base or condition its project decision on compliance with these other existing regulations, rules, laws, or adopted enforceable plans. The County shall not so defer if such regulations did not anticipate or are otherwise inadequate to address a particular impact of a project.

F. Specific Environmental Policies

1. Air Quality and Climate:

a. Air pollution can be damaging to human health, plants and animals, visibility, aesthetics, and the overall quality of life. Mitigation of criteria pollutant impacts will normally be the subject of air permits required by the Northwest Clean Air Agency (NWCAA) and no further mitigation by the County shall be required. However, where a project being reviewed by the County generates nuisance impacts or odors or greenhouse gas emissions impacts not addressed through the regulations of NWCAA, the County may require mitigation under SEPA.

b. Climate change is resulting in increased temperatures, reduced summertime snowpack, reduced stream flows and increased stream temperatures, more intense storms with increased potential for flooding and damage to roads.

dikes and critical infrastructure such as water and waste treatment facilities. While climate change is a global phenomenon, it is the policy of Whatcom County to do its fair share to reduce local emissions and to ensure that projects with a likelihood of more than a moderate adverse impact on air quality and climate that may be authorized by the County address greenhouse gas emissions impacts. Mitigation may be achieved through the provisions contained in County land use and development regulations or through the State Environmental Policy Act where land use code provisions do not address mitigation of greenhouse gas emissions impacts.

i. Greenhouse Gas Emissions – Fossil Fuel Facilities and Fossil Fuel Transshipment Facilities: The following policies shall apply to fossil fuel facilities and fossil fuel transshipment facilities.

(a) Emissions Calculated: The SEPA Responsible Official may require mitigation for greenhouse gas emissions of fossil fuel facilities and fossil fuel transshipment facilities, as calculated consistent with the definition of facility emissions in WCC 20.97.124.1.

(b) Assessment: Greenhouse gas emissions impacts shall be assessed using the most current version of the GREET Model developed by Argonne National Laboratories or, where feedstocks are from Canada, using the latest version of the GH Genius model developed by Canadian agencies for quantification of upstream emissions from production of feedstocks produced in Canada.

(c) Mitigation: Greenhouse gas emissions impacts may be offset for proposals subject to WCC 20.68.801 through either code requirements or, if not addressed through code requirements, through mitigation projects that provide real, additional and quantifiable greenhouse gas mitigation. Such mitigation must not be required by any other regulatory mechanism and there shall be no double counting of emission reductions where identified as mitigation of greenhouse gas emissions impacts for permits subject to WCC 20.68.802.

ii. Greenhouse Gas Emissions – Renewable Fuels Facilities and Renewable Fuel Transshipment Facilities: The SEPA Responsible Official shall require documentation of emissions consistent with b.i(a) and b.i(b) above. The applicant shall demonstrate that the lifecycle greenhouse gas reductions associated with the renewable fuels provide a net reduction even when considering transportation and upstream emissions. If there is a net increase in emissions locally, the SEPA Responsible official may require mitigation per b.i(c) above.

iii. Greenhouse Gas Emissions – Other Uses:

(a) Method of analysis: Determined by SEPA Responsible Official following consultation with federal and state agencies with jurisdiction or expertise.

(b) Mitigation: Determined by SEPA Responsible Official. See 1.c.

c. It is the County's policy to minimize or prevent adverse air quality impacts. Federal, state, regional, and county regulations and programs cannot always anticipate or adequately mitigate adverse air quality impacts. If the decisionmaker makes a written finding that the applicable federal, state, regional, and/or County regulations did not anticipate or are inadequate to address the particular impact(s) of the project, the decisionmaker may condition the proposal to mitigate its adverse impacts or, if impacts cannot be mitigated, may deny a project under the provisions of the State Environmental Policy Act.

2. Plants and Animals:

a. Many species of birds, mammals, fish, and other classes of animals and plants living in both rural and urban environments and are of ecological, educational, and economic value. Fish and wildlife populations are threatened by habitat loss and by the reduction of habitat diversity. For the purposes of this policy, animals and plants of ecological, educational, and economic value include priority habitats and species as listed in the Washington Department of Fish and Wildlife's Priority Habitats and Species, as amended, consistent with WCC 16.16.710, and High Biodiversity Value Areas per the Whatcom County 2017 Ecosystem Report, as amended.

b. It is the County's policy to minimize or prevent the loss of fish and wildlife habitat that have substantial ecological, educational, and economic value. A high priority shall also be given to meeting the needs of state and federal threatened, endangered, and sensitive species of both plants and animals. Special consideration shall be given to anadromous fisheries and marine mammals.

c. It is the County's policy to ensure applicants provide verifiable documentation of consistency with federal and state laws regarding treaty rights, clean water rights (both water quality and water quantity), and endangered species protection such as through attaining permits or conducting consultations. The decisionmaker may condition or deny the project to mitigate its adverse impacts if the decisionmaker finds that a proposed project would reduce or damage rare, uncommon, unique or exceptional plant or wildlife habitat, designated wildlife

corridors, or habitat diversity for plants or animals species of substantial educational, ecological, or economic value, or interfere with treaty rights, clean water rights, or endangered species protection.

Discussion/Notes: If amendments are made to the Comprehensive Plan policies then the County will in effect update policies under the County's SEPA substantive authority.

CHAPTER 20.66 LIGHT IMPACT INDUSTRIAL (LII) DISTRICT

20.66.200 Prohibited uses.

All uses not listed as permitted, accessory, administrative approval, or conditional uses are prohibited, including but not limited to the following, which are listed here for purposes of clarity:

.201 Reserved.

.202 Adult businesses except those allowed as an administrative approval use under WCC 20.66.131.

.203 In the Bellingham Urban Growth Area the following uses are prohibited: petroleum refinery and the primary manufacturing of products thereof, primary manufacturing and processing of rubber, plastics, chemicals, paper, asbestos and products derived thereof, and primary metal industries.

.204 New fossil-fuel refinery, new fossil fuel transshipment or facility unless permitted as a part of an existing refinery modification otherwise permitted under this code.

Discussion/Notes: Prohibit fossil fuel related industries in the LII District; already prohibited in the Bellingham UGA. It does not appear that such uses exist in the LII zone; thus, we have only addressed the prohibition of fossil-fuel refinery and fossil fuel transshipment facility unless part of an existing refinery (e.g. transshipment).

CHAPTER 20.68 HEAVY IMPACT INDUSTRIAL (HII) DISTRICT

20.68.050 Permitted uses.

Unless otherwise provided herein, permitted and accessory uses shall be administered pursuant to the applicable provisions of Chapter 20.80 WCC, Supplementary Requirements, and Chapter 20.84 WCC, Variances, Conditional Uses, Administrative Uses and Appeals, the Whatcom County SEPA Ordinance, the Whatcom County Subdivision Ordinance and the Whatcom County Shoreline Management Program and implementing regulations. The purpose of the SIC numbers listed within this chapter is to adopt by reference other activities similar in nature to the use identified herein. (Policies, except that some of those SIC number uses and "other activities similar in nature" may be precluded by or do not otherwise meet the subarea requirements of the WCC or the county Comprehensive Plan may preclude certain. Uses that are not expressly permitted uses to occur in particular subareas. Please refer to the policies of the herein are not permitted if they are precluded elsewhere in the code or in the Comprehensive Plan and any applicable subarea plan to determine the appropriateness of a land use activity listed below.)

.051 The manufacture and processing of food including meat (including packinghouses and slaughterhouses), dairy, fruits, vegetables, seafood, grain mill, large scale bakery, sugar and beverage products, provided the following criteria are met:

(1) Holding pens associated with packinghouses and slaughterhouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.

(2) The facility shall comply with the solid waste handling standards as set forth in Chapter 173-350 WAC, as administered by the Whatcom County health department as adopted by reference in Chapter 24.06 WAC.

(3) If required by the Washington State Department of Ecology, the following permits shall be obtained:

(a) State waste discharge permit (Chapter 173-216 WAC);

(b) Industrial stormwater permit – general permit (Chapter 173-226 WAC);

287 (c) An NPDES permit (Chapter 90.48 RCW and Chapter 173-220 WAC).

288 .052 Manufacturing and processing of textiles including weaving cotton, synthetic, silk or wool fabrics; knitting yarn and
 289 thread mills; textile bleaching, dyeing and printing; and carpet manufacture.

290 .053 The manufacture and processing of lumber and wood including sawmills; planing mills; millwork; veneer, plywood and
 291 prefabricated wood products; wooden containers and cooperage.

292 .054 The following are permitted uses except as otherwise prohibited:

293 (1) The manufacture and process of paper including pulp, paper and paperboard mills; and building paper and board mill
 294 products.

295 (2) The manufacture and processing of chemicals and allied products including industrial inorganic and organic chemicals;
 296 synthetic resins, rubber, fibers and plastic materials; soap, detergents and cleaning preparations; paint, linseed oil, shellac,
 297 lacquer and allied products; chemicals from gum and wood; and agricultural chemicals.

298 (3) Refining and storage of ~~petroleum and asphalt~~ fossil fuels, limited as follows:

299 (a) fossil fuel refineries, existing legally as of [XXX effective date].

300 (b) fossil fuel transshipment facilities existing legally as of [XXX effective date].

301 *Discussion/Notes: Allow existing legal fossil fuel uses.*

302 (4) The manufacture and processing of rubber and plastic products.

303 (5) Leather tanning and finishing.

304 (6) The manufacture and processing of cement and glass; and concrete, gypsum, plaster, abrasive, asbestos and nonmetallic
 305 mineral products.

306 (7) Primary metal industries including blast furnaces and steel works; mills for primary smelting, secondary smelting,
 307 refining, reducing, finishing, rolling, drawing, extruding, and casting of ferrous and nonferrous metals; and the manufacture
 308 of miscellaneous metal products.

309 (8) Storage of asphalt in the Heavy Impact Industrial Zone.

310 *Discussion/Notes: Retained from (3) above in case of construction related businesses.*

311 (9) The refining, storage, blending, manufacture and transshipment of renewable fuels, existing legally as of [XXX effective
 312 date]. Expansions of such existing facilities are subject to the provisions of Section 20.68.153.

313 .055 The fabrication of metal products including metal cans, hardware, hand tools, cutlery, heating apparatus, plumbing
 314 fixtures, structural metal and stamping.

315 .056 The manufacture of machinery including engines; turbines; farm machinery and equipment; construction, mining and
 316 materials handling equipment; machine tools and dies; and special and general industrial equipment.

317 .057 The manufacture of electrical machinery including transmission and distribution equipment, and industrial apparatus.

318 .058 The manufacture of transportation equipment including automobiles, trucks, buses, airplanes, boat building and repair,
 319 railroad equipment, bicycles and motorcycles.

320 .059 Bulk commodity storage facilities, and truck, rail, vessel and ~~pipeline~~ transshipment terminals and facilities except for
 321 fossil fuel facilities or fossil fuel transshipment facilities subject to the provisions of 20.68.153. New fossil fuel storage and
 322 transshipment facilities are expressly prohibited except as provided in Section 20.68.153.

323 .060 Stationary thermal power plants with generating capacity of less than 250,000 kilowatts, floating thermal power plants
 324 with generating capacity of less than 50,000 kilowatts, and other power plants utilizing renewable resources from solar, wind
 325 (Chapter 20.14 WCC) or water sources.

- 326 .061 Heavy construction contractors.
- 327 .062 Public uses and community facilities including police and fire stations, libraries, activity centers, community centers,
328 park and recreation facilities identified in an adopted city or county Comprehensive Plan or Park Plan, and other similar
329 noncommercial uses, excluding state education facilities and correction facilities.
- 330 .063 One one-story detached accessory storage building per lot; provided, that the floor area shall not exceed 200 square feet
331 and shall only be used for personal storage and not for habitation or business; and provided further, that the storage building
332 shall contain no indoor plumbing but may be served with electrical power for lighting.
- 333 .064 Uses allowed in the Light Impact Industrial Zone as permitted uses, WCC 20.66.100, shall be permitted outright within
334 the Heavy Impact Industrial District in the Bellingham UGA.
- 335 .065 Trails, trailheads, restroom facilities and associated parking areas for no more than 30 vehicles.
- 336 .066 Marijuana production or processing facility.
- 337 .081 Freight railroad switching yards and terminals, excluding uses addressed in .059.
- 338 .082 Marine port facilities, excluding uses addressed in .059, and excluding new piers, docks, or wharves.
- 339 .085 Type I solid waste handling facilities.
- 340 .086 Type II solid waste handling facilities.

341 **20.68.100 Accessory uses.**

- 342 .101 Employee recreation facilities and play areas.
- 343 .102 Restaurants, cafes and cafeterias operated primarily for the convenience of employees, clients and customers of the
344 district.
- 345 .103 Temporary buildings for construction purposes for a period not to exceed the duration of such construction.
- 346 .104 When auxiliary to a principally permitted use: electric utility facilities; substations; generating plants, if less than 50
347 megawatt (MW) net plant capability; gas works; sewage disposal facilities; solid waste landfills and incinerators.
- 348 .105 Other accessory uses and buildings, including security services, customarily appurtenant to a principally permitted use.
- 349 .106 On-site treatment and storage facilities for hazardous wastes associated with outright permitted uses or approved
350 conditional uses subject to the most current siting criteria under Chapter 173-303 WAC.
- 351 .107 Mini-day care centers, and day care centers operated by, maintained by or funded by business in the district for the
352 purpose of serving the child care needs of employees whose place of employment lies within this zone district.
- 353 .108 Electric vehicle rapid charging stations and battery exchange facilities.

354 **20.68.130 Administrative approval uses.**

- 355 .131 Commercial mushroom substrate production limited to the Cherry Point Industrial Area and pursuant to the
356 requirements as contained in WCC 20.15.020(2) (commercial mushroom substrate production facilities). (Ord. 2006-031 § 1
357 (Exh. A), 2006).

358 **20.68.150 Conditional uses.**

359 The following uses require a conditional use permit in the HII Zoning District.

- 360 .152 Uses allowed in the Light Impact Industrial zone as permitted uses, WCC 20.66.100, subject to the following:
- 361 (1) Outside of the Bellingham Urban Growth Area, approval shall be supported by a finding by the hearing examiner that
362 allowing the use will not limit the supply of land available to meet the demand for future heavy industrial uses.

363 (2) Filing of a deed restriction acknowledging that heavy industrial uses are the preferred uses in the zone and agreeing not to
364 protest proposed heavy industrial uses allowed in the zone in accordance with Chapter 20.68 WCC, and to refrain from legal
365 action against any heavy industrial use in compliance with the regulations of WCC Title 20 and any conditions of approval
366 which might have been proposed.

367 .153 Expansion of existing legal fossil or renewable fuel refinery operations and the primary manufacturing of products
368 thereof or expansion of existing legal fossil or renewable fuel transshipment facilities, subject to the conditional use criteria
369 below:

370 (1) The conditional use permit approval criteria listed under WCC 20.84.220 are met;

371 (2) Within shorelines, if applicable, County approval shall be contingent upon approval of a shoreline permit;

372 (3) The applicant has documented to the satisfaction of the County decision maker all of the anticipated sources, types, and
373 volumes of substances transferred in bulk at the facility. The permit shall be limited exclusively to those types and volumes
374 of materials or products as documented and approved.

375 (4) Insurance requirements meet the provisions of WCC Section 22.05.125.

376 (5) Mitigation of transportation impacts consistent with Chapter 20.78 WCC, Transportation Concurrency Management, and
377 Chapter 16.24 WCC, Commute Trip Reduction.

378 (6) Mitigation of impacts to other services including fire and emergency response capabilities, water supply and fire flow, to
379 address risks created by expansions.

380 (7) Prior to issuance of any site preparation or construction permits, and prior to occupancy and/or operation of the expanded
381 facility, the applicant shall provide verifiable documentation to the county that the facility has been constructed consistent
382 with any applicable federal or state requirements, including but not limited to water rights and use.

383 (8) Plans for stormwater and wastewater releases have been approved.

384 (9) Prior to commencement of any site preparation or construction activities, all necessary state leases shall be acquired for
385 any piers or aquatic lands improvements, and it shall be demonstrated to the satisfaction of the zoning administrator that the
386 project applicant has met any federal or state permit or consultation requirements, including properly addressing tribal treaty
387 rights or the provisions of the Magnuson Amendment through state and federal permitting decisions;

388 (10) Minimization of greenhouse gas emissions and inclusion of local carbon offset mitigation projects; and

389 (11) Demonstration that the proposal will retain or add living-wage jobs or contribute to the Whatcom County economy.

390 .154 Treatment and storage facilities for hazardous wastes subject to the following:

391 (1) The ~~eight~~ criteria for a conditional use listed under WCC 20.84.200.

392 (2) The most current state siting criteria under Chapter 173-303 WAC.

393 (3) It shall be the responsibility of the applicant to document to the satisfaction of the approving body the anticipated sources,
394 types, volumes and final disposition of hazardous wastes to be collected and the type of treatments associated with those
395 wastes. The permit shall be limited exclusively to those types of wastes and treatments as documented and approved.

396 (4) Total off-site facility capacity shall be limited to that needed to treat and store wastes generated within Whatcom County
397 by generators requiring off-site management of hazardous wastes; provided, however, waste streams may be sourced from
398 other jurisdictions through interagency zone designation agreements as approved by the county council, not to exceed 10
399 percent of the total local hazardous waste stream.

400 (5) Prior to occupancy of the facility, the State Department of Ecology shall certify to the county that the facility has been
401 constructed consistent with state requirements.

402 (6) As a condition of approval, the applicant shall be required to keep and maintain accurate and current records of the types,
403 amounts, sources, and final disposition of hazardous wastes collected. The applicant shall provide such records annually to
404 the county, or sooner upon county request. If the facility is found to be exceeding the waste stream limitations or permit

405 restrictions, the county staff shall so report to the approving body who shall have the authority to revoke the permit,
406 following a public hearing, if the limitation has been exceeded absent an emergency situation. Any emergency must be
407 documented by county staff.

408 (7) Annual inspections of the facility shall be a minimum requirement. The applicant shall be required to forward copies of
409 all facility inspection reports to the county. If deficiencies are found, the operator shall, within 15 days, submit to the county
410 for approval an implementation schedule of corrective measures. Such schedule shall include specific completion dates and
411 inspection reporting procedures.

412 If the state does not inspect the facility within the year, the applicant shall be required to arrange and bear all costs for an
413 inspection by a qualified and independent inspection agency satisfactory to the county.

414 (8) Should the facility be found to consistently operate in a manner unsatisfactory to the county in regard to the public health
415 and safety, the permit may be revoked by the approving body following a public hearing.

416 .156 Public and private parks facilities not included in an adopted city or county Comprehensive Plan or Park Plan.

417 .157 Trailheads with parking areas for more than 30 vehicles.

418 .158 Athletic fields.

419 .159 New or expansion of existing legal renewable fuel refinery operations or renewable fuel transshipment facilities subject
420 to the conditional use permit criteria identified in WCC 20.68.153 (1) to (11).

421 .180 Major passenger intermodal terminals.

422 .187 Type III solid waste handling facilities; provided, that:

423 (1) The facility or site will not be located within the 100-year floodplain or the Lake Whatcom watershed. The facility or site
424 will not be located within any area identified in an adopted critical areas ordinance unless outside of the floodplain and at
425 least three feet in elevation higher than the floodway elevation;

426 (2) Solid waste handling facilities shall be located at least 1,500 feet from the following:

427 (a) All zoning district boundaries, except Commercial Forestry and Industrial Zones;

428 (b) Public parks, public recreation areas, or publicly-owned wildlife areas;

429 (c) Archaeological and historical sites that are registered with the State Office of Archaeology and Historic Preservation;

430 (d) Shorelines that are within the jurisdiction of the Shoreline Management Program;

431 (e) Rivers, streams or creeks that contain documented threatened or endangered fish species;

432 (f) This 1,500-foot buffer does not apply to:

433 (i) Structures used for offices, storage areas for equipment, and weigh scales. These facilities shall be set back from
434 the property line 100 feet or the standard zoning district setback, whichever is greater;

435 (ii) Inert landfills;

436 (3) Inert landfills shall be located at least 500 feet from the following:

437 (a) All zoning district boundaries, except Commercial Forestry and Industrial Zones;

438 (b) Public parks, public recreation areas, or publicly-owned wildlife areas;

439 (c) Archaeological and historical sites that are registered with the State Office of Archaeology and Historic Preservation;

440 (d) Shorelines that are within the jurisdiction of the Shoreline Management Program;

441 (e) Rivers, streams or creeks that contain documented threatened or endangered fish species;

(f) This 500-foot buffer does not apply to:

(i) Structures used for offices, storage areas for equipment, and weigh scales. These facilities shall be set back from the property line 100 feet or the standard zoning district setback, whichever is greater;

(4) The facility or site will not result in filling or excavation, location of structures or buildings, driveways or machinery use except for vegetation maintenance within 100 feet of any property line and except for driveways within 150 feet of any county or state road right-of-way;

(5) The facility or site will have vehicular approaches designed to minimize conflict between automobile and truck traffic, will maintain the carrying capacity of county roads, and will be located on a road classified as all weather, except where use is shown to be intermittent and easily delayed until emergency conditions have passed;

(6) The facility or site has complied with the provisions of WCC 20.84.200 and all other ordinances and laws regulating solid waste facilities and sites, such as but not limited to WCC Title 24, the Whatcom County SEPA Ordinance, as well as state and federal regulations concerning solid waste facilities and sites;

(7) All landfills have a final closure plan meeting the requirements of WCC Title 24 and of Chapter 173-350 WAC, and the closure plan includes:

(a) Reclamation in two to 10 acre increments, as appropriately responsive to the size and intensity of the particular activity, with seeding to be accomplished annually but no later than September 30th; and

(b) Permanent vegetative cover that will maintain in healthy growing condition with the level of maintenance that is covered through the financial assurance for post-closure activities;

(8) The buffer areas and visual screening shall include a minimum of 50 feet wide of landscaping meeting the requirements of WCC 20.80.300 (Landscaping);

(9) Solid waste facilities or sites shall be located outside the 10-year time of travel boundary of a public water system's delineated wellhead protection area;

(10) Solid waste facilities or sites that handle putrescible waste will be located at least 10,000 feet from airports serving turbine-powered aircraft and at least 5,000 feet from airports serving piston-powered aircraft. These buffers shall be measured from the boundary of the Airport Operations Zone or, if the airport is not within an Airport Operations Zone, from the boundary of the airport property;

(11) In addition, the Whatcom County hearing examiner may impose conditions of approval which may be necessary to protect the value and enjoyment of existing adjacent uses.

.188 Mitigation banks as a form of compensatory mitigation for wetland and habitat conservation area impacts when permitted in accordance with the provisions of Chapter 16.16 WCC; provided, applications for mitigation banks shall be processed as a major development project pursuant to Chapter 20.88 WCC.

20.68.200 Prohibited uses.

All uses not listed as permitted, accessory, administrative approval, or conditional uses are prohibited, including but not limited to the following, which are listed here for purposes of clarity:

.201 Reserved.

.202 Adult businesses.

.203 In the Bellingham Urban Growth Area the following uses are prohibited: petroleum refinery and the primary manufacturing of products thereof, primary manufacturing and processing of rubber, plastics, chemicals, paper, asbestos and products derived thereof; and primary metal industries.

.204 New Fossil fuel refineries and the primary manufacturing of products thereof [XXX effective date].

.205. New Fossil fuel transshipment facilities, including bulk storage or transfer facilities for fossil fuels [XXX effective date].

206. New piers, docks, or wharves in Cherry Point District.

Discussion/Notes: Prohibit New Fossil Fuel Refineries. Prohibit Crude Oil and Coal Export Facilities – made broader to Fossil Fuel transshipment.

(Ord. 2018-006 § 3 (Exh. C), 2018; Ord. 2016-011 § 1 (Exh. L), 2016; Ord. 99-078, 1999; Ord. 99-070 § 2, 1999; Ord. 91-075, 1991).

20.68.250 Minimum lot size.

The minimum lot size shall be consistent with the area required to meet the building setback, lot coverage, buffer and development standards of the district. (Ord. 97-057 § 1, 1997; Ord. 96-046 § 1, 1996).

20.68.255 Minimum lot frontage.

For the purpose of dividing property, minimum lot frontage shall be sufficient to provide adequate access and utility development, and meet applicable building setback, buffer, and development standards of the district. In no case shall the frontage be less than 30 feet. (Ord. 99-045 § 1, 1999).

20.68.350 Building setbacks.

Building setbacks shall be administered pursuant to WCC 20.80.200, 20.80.254 and 20.68.550. (Ord. 99-078, 1999).

20.68.400 Height limitations.

No maximum height is established; however, when a building exceeds 50 feet, the setback requirements of WCC 20.80.200 shall be increased by one foot for each foot of building height in excess of 50 feet, as applicable to all setbacks.

20.68.450 Lot coverage.

The maximum building or structural coverage shall not exceed 60 percent of the lot size.

20.68.500 Open space.

Repealed by Ord. 97-057. (Ord. 96-046, 1996).

20.68.550 Buffer area.

.551 The industrial user shall establish a buffer for building sites adjoining the boundary of the Heavy Impact Industrial District (HII), which shall be located adjacent to the district boundary. The purpose of the buffer is to optimize the visual appearance of the site by obscuring industrial activity from view by passing motorists, to contribute to on-site and off-site impact abatement, and to move towards attaining compatibility with surrounding nonindustrial land uses and character.

.552 To implement the buffer requirements of this district, minimum setbacks for heavy industrial buildings and accessory structures shall be established consistent with the following options:

(1) If a planting screen is not provided by the industrial user and no natural vegetative screening exists, the minimum setback(s) shall be 660 feet, as measured from the edge of the district boundary. The setback area may be used for security roads, parking, or open space.

(2) If natural sight-obscuring and dense vegetation exists, the minimum setback(s) shall be 250 feet, as measured from the district boundary; provided, that a minimum width of 50 feet of natural vegetation is retained. The remainder of the setback(s) may be used for security roads, parking, or open space.

(3) If a 50-foot buffer planting screen is established, pursuant to WCC 20.80.345, the minimum setback(s) shall conform to the setback requirements of WCC 20.80.200, as measured from the district boundary. In addition, security roads may be situated within the minimum buffer setback; provided, that the 50-foot-wide buffer planting is established.

521 (4) When a parcel situated within this district is located within the Bellingham Urban Growth Area and adjoins an Urban
522 Residential District or residential district within the city limits, setbacks for heavy industrial buildings and/or uses shall be
523 increased to 100 feet and landscaped in accordance with the requirements of WCC 20.80.345.

524 (5) In no case shall the setback from the northern and western boundaries of the Cherry Point heavy industrial area not
525 contiguous to another industrial zone be less than 660 feet, nor the natural vegetation removed except for parking and
526 security or protective uses.

527 .553 Uses other than heavy industrial will conform to the normal setback requirements as set forth in WCC 20.80.200 and
528 20.80.254(3) and the buffering requirements for light impact industrial uses WCC 20.66.551.

529 .554 If any part of said buffer area is separated from, or sold to any contiguous or adjacent owner, lessee or user, the parcel so
530 separated or sold shall be used only as a buffer area in accordance with the above requirements. (Ord. 2019-013 § 1 (Exh. A),
531 2019; Ord. 2018-006 § 3 (Exh. C), 2018; Ord. 99-078, 1999; Ord. 97-057 § 1, 1997; Ord. 96-046 § 1, 1996; Ord. 89-117,
532 1989; Ord. 87-12, 1987; Ord. 87-11, 1987).

533 **20.68.600 Sign regulations.**

534 Sign regulations shall be administered pursuant to WCC 20.80.400.

535 **20.68.650 Development criteria.**

536 (Ord. 96-056 Att. A § A1, 1996).

537 **20.68.651 Landscaping.**

538 Refer to WCC 20.80.300 for landscaping requirements. (Ord. 89-117, 1989).

539 **20.68.652 Off-street parking and loading.**

540 Off-street parking and loading provisions shall be administered pursuant to WCC 20.80.500. In addition, loading areas must
541 be located in such a manner that no loading, unloading and/or maneuvering of trucks associated therewith takes place on
542 public rights-of-way.

543 **20.68.653 Drainage.**

544 All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No
545 project permit shall be issued prior to meeting those requirements. (Ord. 2019-013 § 1 (Exh. A), 2019; Ord. 96-056 Att. A §
546 A2, 1996; Ord. 94-022, 1994).

547 **20.68.654 Driveways.**

548 Consistent with WCC 20.80.640, driveway plans shall be reviewed by the county engineer or State Department of
549 Transportation, as applicable. (Ord. 2013-057 § 1 (Exh. A), 2013; Ord. 84-38, 1984).

550 **20.68.655 Access.**

551 Access shall conform to the provisions of WCC 20.80.565 and 20.80.660. (Ord. 89-117, 1989).

552 **20.68.656 Maintenance.**

553 The owner, lessee or user shall be responsible for maintaining an orderly appearance of all properties, and shall be
554 responsible for assuring the care and maintenance of any natural growth, where appropriate.

555 **20.68.657 Enclosure.**

556 All manufacturing or fabrication processes which have the potential to produce off-site impacts of a detrimental nature,
557 including light, glare, odors and noise impacts, shall be sufficiently enclosed to mitigate the impacts. (Ord. 99-078, 1999).

558 **20.68.700 Performance standards.**

559 **20.68.701 Pollution control and nuisance abatement.**

560 Each industry is required to continuously employ the best pollution control and nuisance abatement technology when
561 reasonably and practicably available for each particular industry; provided, that where federal, state, or regional laws or
562 regulations provide for the level of technology to be employed, the appropriate standards shall apply.

563 **20.68.702 Heat, light and glare.**

564 All operations and facilities producing heat, light or glare, including exterior lights, shall be so constructed, screened or used
565 as to not unreasonably infringe upon the use and enjoyment of property beyond the boundaries of the district.

566 **20.68.703 Ground vibration.**

567 No ground vibration other than that caused by highway vehicles, trains or construction activity shall be permitted, which is
568 discernible without instruments, at or beyond the property line for the use concerned.

569 **20.68.704 Odors.**

570 No odors, dust, dirt, or smoke shall be emitted that are detectable, at or beyond the property line for the use concerned, in
571 such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe
572 upon the use and enjoyment of property beyond the boundaries of the district. (Ord. 91-075, 1991).

573 **20.68.705 Noise.**

574 No use in this district shall exceed the maximum environmental noise level established by Chapter 173-60 WAC. (Ord. 91-
575 075, 1991).

576 **20.68.706 Toxic gases and fumes.**

577 Any release of toxic gases or fumes must be in compliance with Washington State and Northwest Air Pollution Control
578 Authority standards. (Ord. 91-075, 1991).

579 **20.68.707 Liquid pollutants.**

580 There shall be no off-site release to soil or surface drainage ways of water borne or liquid pollutants. (Ord. 91-075, 1991).

581 **20.68.708 Appearance.**

582 New facilities developed in the Bellingham Urban Growth Area shall be designed, constructed, operated, and maintained so
583 as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and such
584 uses shall not change the essential character of the same area. (Ord. 2018-006 § 3 (Exh. C), 2018; Ord. 99-078, 1999).

585 **20.68.709 Marijuana odor.**

586 For indoor facilities no odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a
587 concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon
588 the use and enjoyment of neighboring use. The applicant shall install an exhaust system that is designed and constructed to
589 capture sources of contaminants to prevent spreading of contaminants or odors to other occupied parts of the building or
590 surrounding area. The system must be designed by a licensed Washington State professional engineer. (Ord. 2015-006 Exh.
591 A, 2015).

20.68.800. Fossil Fuel or Renewable Fuel Refineries or Transshipment Facilities

This section applies to fossil-fuel refineries, fossil-fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities.

.801. Environmental Review and Greenhouse Gas Mitigation

(1) State Environmental Policy Act (SEPA) review shall be conducted consistent with WCC Chapter 16.08. Fossil fuel facility capacity expansions or fossil fuel transshipment facility expansions are subject to applicable SEPA requirements.

(2) Greenhouse gas emission analysis required:

(a) For the first expansion requiring County land use permits after the date of this ordinance, a baseline calculation of existing facility emissions of greenhouse gases shall be provided by the applicant addressing the average of the prior three-year throughput. See facility emissions definition in WCC 20.97.124.1 for the scope and geography of the analysis. Calculation of baseline greenhouse gas emissions shall follow the methodology used for facility greenhouse gas reports to the State of Washington Department of Ecology, and to the US Environmental Protection Agency Electronic Greenhouse Gas Reporting Tool (e-GGRT), or successor state or federal emissions reporting tool or requirements.

(i) The data used to calculate the current actual throughput average shall be obtained from official government reports from the refinery to federal or state agencies regarding production of the refinery or a particular process unit to be expanded. This information shall be provided by the project applicant and verified by the County at the time of application for any land use or construction permits.

(ii) For crude oil, refinery capacity is based on atmospheric Crude Distillation Capacity (barrels per calendar day), consistent with data collected by the US Energy Information Administration. The zoning administrator may approve another measure of capacity or source that is consistent with (a) and (a)(i).

(b) Facility emissions, defined in WCC 20.97.124.1, shall be quantified for each expansion of refining and storage capacity in the application for land use or construction permits and in SEPA documents analyzing the impacts of an expanded facility.

(c) The emissions analysis shall identify how mitigation will offset greenhouse gas emissions generated.

(d) Calculations of the baseline facility emissions and the projected increases shall be consistent with rules and methods adopted by the State of Washington Department of Ecology and shall include upstream greenhouse gas emission calculations for feedstocks used in the refining process as provided in (e) below.

(e) Emissions generated upstream of the refinery facility for production and transport of raw materials used for refinery expansions shall be quantified using the latest version of the GREET Model developed by Argonne National Laboratories or, for raw materials produced in Canada, the latest version of the GH Genius model developed by Canadian national agencies may be used.

(f) The County may condition the permit to ensure appropriate mitigation consistent with subsection (3) and may require periodic monitoring of greenhouse gas reduction measure effectiveness. Greenhouse gas mitigation proposed by the permit applicant shall be additional, real and quantifiable and shall not be required under any other regulatory mechanism.

(g) Should a national or state greenhouse gas mitigation requirement be adopted that pre-empts or would cause duplication through local greenhouse gas mitigation, the County may defer to the national or state program.

(3) Local mitigation of greenhouse gas emissions shall be required, whenever calculated greenhouse gas emissions increase above the baseline for a 3-year average (per section .801(2)(a)), after the effective date of this section [XXX].

(a) The applicant shall identify local carbon offset projects including the type and extent, duration, and expected greenhouse gas reductions, to the satisfaction of the County's SEPA Responsible Official. Greenhouse gas mitigation proposed by the applicant shall be additional, real and quantifiable and shall not be required under any other regulatory mechanism.

(b) The County may, upon request by the Applicant, approve a fee in-lieu of providing a local mitigation project. The County shall use collected fees in-lieu of mitigation for local greenhouse gas mitigation projects that are additional, real and quantifiable and not required under any other regulatory mechanism. The in-lieu fee shall be set at \$60 per ton of carbon, based on the following document: US Environmental Protection Agency, Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis Under Executive Order 12866 (May 2013, Revised August 2016). The fee shall be collected annually for the life of the fossil fuel facility or fossil fuel transshipment facility.

(c) Should a national or state greenhouse gas mitigation requirement be adopted that pre-empts or would cause duplication through local greenhouse gas mitigation, the County shall defer to the national or state program.

Discussion/Note: Regarding the fee in lieu, per the US EPA, the Social cost of carbon (SC-CO₂) "is a measure, in dollars, of the long-term damage done by a ton of carbon dioxide (CO₂) emissions in a given year. This dollar figure also represents the value of damages avoided for a small emission reduction (i.e., the benefit of a CO₂ reduction)." See: <https://19january2017snapshot.epa.gov/climatechange/social-cost-carbon.html>. If the County wishes to increase the mitigation fee it may do so by ordinance with an accompanying rationale such as inflation, updated US EPA guidance or other factors.

.802 Non-Capacity Improvements

(1) Expansions of existing legal fossil-fuel refineries, fossil-fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities for non-capacity purposes are outright permitted uses. Examples of non-capacity improvements include, but are not limited to:

(a) accessory buildings,

(b) office space,

(c) parking lots,

(d) radio communications facilities,

(e) regular equipment maintenance and replacement,

(f) safety upgrades,

(g) security buildings,

(h) storage buildings, and

(i) other similar structures or activities.

(2) This allowance does not include improvements that would expand the capacity of the refinery or the transshipment facility which requires a conditional use permit per 20.68.153 or non-capacity improvements that would cause a net increase in or greenhouse gas emissions above subsection .801.

CHAPTER 20.74 CHERRY POINT INDUSTRIAL (CP) DISTRICT

20.74.010 Purpose.

The purpose of the Cherry Point Industrial District is to implement the policies of the Cherry Point Major Industrial Urban Growth Area section of the Whatcom County Comprehensive Plan by establishing a range of land uses and types of development appropriate for the Cherry Point UGA and to encourage large scale master planning of industrial sites to preserve sites of sufficient size to accommodate major port and industrial development. (Ord. 98-083 Exh. A § 57, 1998).

20.74.020 Applicability.

This chapter is applicable to the entire Cherry Point Major Industrial Urban Growth Area. (Ord. 98-083 Exh. A § 57, 1998).

20.74.030 Permitted uses.

(1) Primary permitted uses:

(a) Area south of Grandview: Uses shall include the range of port and large scale industrial uses allowed in the Heavy Impact Industrial District, Chapter 20.68 WCC, as well as large scale high technology businesses.

(b) Area north of Grandview: Uses shall include the range of port and large scale industrial uses allowed in the Light Impact Industrial District, Chapter 20.66 WCC.

(2) Secondary permitted uses shall include smaller scale industrial uses, nonretail commercial uses, and industry-related professional services, provided the secondary use supports or is supported by primary permitted uses in the Cherry Point Industrial Urban Growth Area. (Ord. 98-083 Exh. A § 57, 1998).

20.74.040 Accessory uses.

Accessory uses shall be the same as those permitted in the Heavy Impact Industrial District, Chapter 20.68 WCC. (Ord. 98-083 Exh. A § 57, 1998).

20.74.050 Conditional uses.

Conditional uses shall be the same as those permitted in the Heavy Impact Industrial District, Chapter 20.68 WCC. (Ord. 98-083 Exh. A § 57, 1998).

20.74.055 Prohibited uses.

Prohibited uses shall be the same as those prohibited in the Heavy Impact Industrial District, Chapter 20.68 WCC and the following:

(1) New piers, docks, or wharves.

20.74.060 Master site plan requirements.

(1) Development in the Cherry Point Industrial District requires the review and approval of a master site plan, including SEPA review. Acceptable master site plans include site plans and supporting information submitted and approved for applications for a building permit, a short subdivision, a preliminary plat, a binding site plan, a major project permit or a planned unit development.

(2) The minimum area for a master site plan (planning block) shall be 160 acres, or the entire property under common ownership if the common ownership is less than 160 acres.

(3) Each planning block shall include one lot of not less than 40 acres in size to be designated as the site for a port or major industrial activity; provided, that if the planning block is 40 acres or smaller, the requirement for the major industrial site shall be waived.

(4) Within a planning block, one or more parcels smaller than 40 acres may be created for secondary uses.

(5) Review and approved of a master site plan for a planning block shall be included in the approval of any building permit, short subdivision, preliminary plat, binding site plan, major project permit or a planned unit development and shall be subject to the same review and approval standards, including SEPA review, as the plat, binding site plan or permit. Each master site plan shall identify, as appropriate, the proposed phasing of the development including the construction of public and private facilities and utilities. The master site plan or supporting documentation as appropriate shall also include any mitigation required under SEPA and the county critical areas ordinance. (Ord. 98-083 Exh. A § 57, 1998).

20.74.070 Minimum lot size and parcelization.

The minimum lot size in the Cherry Point Industrial District shall be 40 acres; provided, that lots less than 40 acres may be permitted as follows:

(1) When the lots are to be located within a development approved as a major project under Chapter 20.88 WCC consistent with the master site plan requirements in this chapter.

(2) When the lots are to be located within a development approved as a planned unit development under Chapter 20.85 WCC consistent with the master site plan requirements of this chapter.

(3) When the lots are part of a short subdivision, long subdivision or binding site plan approved as consistent with the master site plan requirements of this chapter.

(4) When the administrator finds that the lot(s) will be developed with a use(s) that is consistent with the intent of the district and will not interfere with the development of the primary large uses intended by the Comprehensive Plan.

(5) When an existing lot of record is less than 40 acres, provided further division is consistent with this section. (Ord. 98-083 Exh. A § 57, 1998).

20.74.080 Design standards.

Unless otherwise modified by this chapter, building height, setbacks, landscaping, open space and other building and site design standards for areas south of Grandview Road shall be the same as those of the Heavy Impact Industrial District, Chapter 20.68 WCC; and for the area north of Grandview Road, the same as those of the Light Impact Industrial District, Chapter 20.66 WCC. (Ord. 98-083 Exh. A § 57, 1998).

20.74.090 Traffic demand management.

RCW 36.70A.365 requires the implementation of traffic demand management (TDM) programs for designating a Major Industrial Urban Growth Area. Any employer in the Cherry Point Urban Growth Area that employs 100 or more full-time employees at a single worksite who begin their regular work day between 6:00 a.m. and 9:00 a.m. on weekdays for at least 12 continuous months during the year are required to meet the TDM requirements of Chapter 16.24 WCC.

(1) Employers located in Cherry Point who have not implemented a TDM program shall implement a TDM program by December 1, 2011.

(2) Employers in Cherry Point meeting the criteria for having to complete a plan after December 1, 2011, shall meet the requirements of this section within one year of having met the criteria. (Ord. 2009-071 § 2 (Exh. B), 2009).

20.74.100 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements. (Ord. 2019-013 § 1 (Exh. A), 2019).

20.74.110 Change of Use

A change of use occurs when the occupancy of a building or a site use changes from one use to another in whole or in part. A change of use permit is required to document a change of use, even where no alterations are planned or required by the code. This shall be processed as a Type I permit in Chapter 22.05 WCC. The new use shall ensure:

(1) Applicable building and construction codes are met per Title 15;

(2) Consistency with the requirements of the CP Industrial District, Chapter 20.74, and base zone; and

(3) Transportation concurrency requirements are met per Chapter 20.78.

Discussion/Notes: Change of Use Provisions. Focus is on consistency with the CP district where this permit applies.

CHAPTER 20.88 MAJOR PROJECT PERMITS

20.88.100 Major project permits.

.110 All major developments shall, prior to any construction, obtain a major project permit.

.120 A major project permit will be required for mitigation banks proposed in accordance with the provisions of Chapter 16.16 WCC and for any proposed development that meets any two of the following conditions:

Cost

(estimated construction cost exclusive \$5,000,000
of land value)

Size

retail 75,000 square feet

office or industrial (gross leasable
floor space) 200,000 square feet

residential 300 dwelling units

motel/hotel 200 units

Number of Employees 250

SEPA Review

An EIS is required

In addition, the zoning administrator may make an administrative determination after receiving a recommendation from the technical review committee that any project be considered a major development, if in the opinion of the administration it is of a nature that council review would be appropriate.

.130 Pursuant to WCC 22.05.120 the hearing examiner shall recommend to the county council project approval, approval with conditions, or denial, based upon written findings and conclusions supported by the evidence of record. The hearing examiner's recommendation and county council's decision shall determine the adequacy of a major project permit application based on the following criteria:

(1) Will comply with the development standards and performance standards of the zone in which the proposed major development will be located; provided where a proposed major development has obtained a variance from the development and performance standards, standards as varied shall be applied to that project for the purposes of this act.

(2) Where the project is conditionally permitted in the zone in which it is located, the project must satisfy the standards for the issuance of a conditional use permit for the zone in which the project is located.

~~(3) Will be consistent with applicable laws and regulations.~~

(3) Will obtain, if required, a state aquatic lands lease, and all other necessary permits and authorizations, including federal determinations that the project will not interfere with treaty fishing rights of tribal nations, the limits set forth in the

“Magnuson Amendment” under 33 U.S.C. § 476(b) (2004), Section 10 of the Rivers and Harbors Act (for structures in or over navigable waters of the U.S.), the Coastal Zone Management Act (including any state Department of Ecology shoreline conditional use or variance approval), the Clean Air Act, and/or under the Clean Water Act, including but not limited to a federal Section 404 authorization (for fill into waters of the U.S.) and a state Section 401 water quality certification, prior to issuance of any site preparation or construction permits necessary to construct a facility authorized under a major project permit.

(4) Will not substantially interfere with the operation of existing uses.

(5) Will be served by, or will be provided with essential utilities, facilities and services necessary to its operation, such as roads, drainage facilities, electricity, water supply, sewage disposal facilities, and police and fire protection. Standards for such utilities, facilities and services shall be those currently accepted by the state of Washington, Whatcom County, or the appropriate agency or division thereof.

(6) Will not impose uncompensated requirements for public expenditures for additional utilities, facilities and services, and will not impose uncompensated costs on other property owned.

(7) Will be appropriately responsive to any EIS prepared for the project.

.140 In addition, the hearing examiner may recommend or county council may impose any reasonable conditions precedent to the establishment of the major development as may be required to mitigate impacts of the proposal on the natural environment of the county, and to protect the health, safety and general welfare of the people of the county consistent with the policies for environmental protection set forth in the Comprehensive Plan.

.150 The hearing examiner may recommend or county council may also approve alternative mitigation plans for major project permits in accordance with WCC 16.16.260(E) which may be used to satisfy the requirements of Chapter 16.16 WCC and provide relief from the specific standards and requirements thereof.

20.88.200 Procedure.

.205 If a major project permit is determined to be required, an application shall be completed and filed along with the appropriate fees, and the application shall be processed in accordance with Chapter 22.05 WCC. A master plan is required as part of the application for a major project permit. The master plan document shall include all elements required per the department’s administrative manual.

.210 Development Standards. The master plan may propose standards that will control development of the possible future uses that are in addition to, or substitute for, requirements of this chapter. These may be such things as height limits, setbacks, frontage, landscaping requirements, parking requirements, signage, view corridors or facade treatments. Proposed standards that do not meet the minimum county standards must obtain the appropriate variance prior to county approval of the proposed standards. If the proposed design standards will apply to property located partially or totally within an urban growth area, concurrence of the affected city will be required.

.215 Procedures. Master plan review shall be conducted under current review procedures. Other land use reviews may be conducted concurrently with the master plan review.

(a) Any modifications, additions or changes to an approved master plan are subject to the following:

(i) Minor changes shall be reviewed for compliance and compatibility with the approved master plan major project permit.

(1) A determination is made by the director: The director is authorized to consult a technical committee at his/her discretion.

(2) Minor changes are those amendments which may affect the dimensions, location and type of improvements of facilities; provided, the amendment maintains the basic character of the major project permit application approved by the county council including general type and location of dwellings and other land use activities, arrangement of buildings, density of the development, and provisions of the project to meet density bonus and open space requirements, or capacity limits, and maintains required conditions or mitigation.

(ii) Major changes shall be subject to the original procedural application type, subject to the fees as contained in the unified fee schedule.

(iii) Master plans Major project permits may include, as a condition of their approval, a requirement for periodic progress reports and mandatory updates on a predetermined interval.

.220 through .265 *Reserved*.

.270 Where a project requires a major project permit, that project shall be exempt from the requirement of obtaining a conditional use permit.

.275 Major project permits: Where an applicant has applied for a planned unit development or a development agreement, that project shall be exempt from the requirement to obtain a major project permit except in the CP zone.

.280 Major project permits in the CP zone: where a project in the CP zone requires a major project permit, the major project permit shall be concurrently processed with other required land use permits including but not limited to: Cherry Point master site plan, conditional use permit, planned unit development, or development agreement.

CHAPTER 20.97 DEFINITIONS

Discussion/Notes: Definitions added are based on a review of federal (US Energy Information Administration, US Census, Code of the Federal Register, Revised Code of Washington), County Ordinance NO. 2018-007, Resolution 2019-004 and examples addressed in the White Paper.

20.97.052.1 Change of Use

"Change of use" means when a building or occupancy is altered or replaced, for example from manufacturing to office.

Renumber Section 20.97.052.1 Child care facilities to 20.97.052.2 Child care facilities.

20.97.124.1 Facility Emissions.

"Facility Emissions" are greenhouse gas emissions associated with fossil fuel or renewable fuel refineries or fossil or renewable fuel transshipment facilities based upon:

(1) the transportation within the borders of Whatcom County of refined and unrefined fossil fuels to and from a facility located within the Cherry Point Heavy Industrial area, and

(2) the refining and processing of fossil fuels located within the Cherry Point Heavy Industrial area, and

(3) the upstream emissions generated by the production and transport of raw products to the facility such as crude oil feedstocks or other fuels used in production or energy generation at facilities.

20.97.160.2 Fossil Fuels.

"Fossil fuels" include coal, petroleum, natural gas, oil shales, bitumens, tar sands, propane, butane, and heavy oils. All contain carbon and were formed as a result of geologic processes acting on the remains of organic matter. Renewable fuels are not fossil fuels.

20.97.160.3 Fossil or Renewable Fuel Transshipment Facilities.

"Fossil Fuel Transshipment Facility" is a facility engaging in the process of off-loading of fossil or renewable fuel materials, refined or unrefined, refinery feedstocks, products or by products, from one transportation facility and loading it onto another transportation facility for the purposes of transporting such products into or out of Whatcom County. Examples of transportation facilities include ship, truck, or freight car. Fossil fuel transshipment facilities may also include pump and compressor stations and associated facilities. This definition excludes Small Oil Storage and Distribution Facilities.

20.97.160.4 Fossil-Fuel Refinery.

A "Fossil-Fuel Refinery" means a facility that converts crude oil and other liquids into petroleum products including but not limited to gasoline, distillates such as diesel fuel and heating oil, jet fuel, petrochemical feedstocks, waxes, lubricating oils, and asphalt. Activities that support refineries include but are not limited to: bulk storage, manufacturing, or processing of fossil fuels or by products. This definition excludes Small Oil Storage and Distribution Facilities.

20.97.160.5 Fossil-Fuel Refinery Capacity.

"Fossil-Fuel Refinery Capacity" means the extent of refinery production capacity in relation to storage capacity. "Storage Capacity" is defined as total volume of all tanks at a facility and "Refining Production Capacity" is defined as the current actual throughput averaged over the latest three-year reporting period prior to the date of a completed application for any necessary County permits obtained from official government reports from the refinery to federal or state agencies regarding production of the refinery or a particular process unit to be expanded.

20.97.163 Greenhouse Gas Emissions

"Greenhouse Gas Emissions" means gases that trap heat in the atmosphere. "Greenhouse gas," "greenhouse gases," "GHG," and "GHGs" includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, and any other gas or gases designated by the federal clean air act (United States Code Title 42, Chapter 85), or state clean air act (Chapter 70.94 RCW) or state limiting greenhouse gas emissions law (Chapter 70.235 RCW).

Discussion/Notes: See RCW 70.235.010 and RCW 70.94.030 regarding State laws.
See also <https://www.epa.gov/ghgemissions/overview-greenhouse-gases>.

20.97.201 Living Wage

"Living wage" means the hourly rate that an individual must earn to support their family, if they are the sole provider and are working full-time (2080 hours per year). For the purposes of this definition family includes four individuals.

Discussion/Notes: Based on a definition published by Massachusetts Institute of Technology. See <http://livingwage.mit.edu/counties/53073>. There is a living-wage calculator for each state and each county within. Living wage ordinances vary in their wage rates, and they often set the hourly wage a full-time, year-round worker must earn to bring a family of four out of poverty. See: <http://www.forworkingfamilies.org/resources/policy-tools-living-wage>.

20.97.350.1 Renewable Biomass

"Renewable biomass" includes but is not limited to the following:

(1) Planted crops and crop residue harvested from agricultural land.

(2) Planted trees and tree residue from a tree plantation.

(3) Animal waste material and animal byproducts.

(4) Slash and pre-commercial thinnings.

(5) Organic matter that is available on a renewable or recurring basis.

(6) Algae.

(7) Separated yard waste or food waste, including recycled cooking and trap grease.

(8) Items 1 through 7 including any incidental, de minimis contaminants that are impractical to remove and are related to customary feedstock production and transport.

Discussion/Notes: Adapted from based on federal renewable fuel definition,
<https://www.law.cornell.edu/cfr/text/40/80.1401>.

20.97.350.2 Renewable Fuel

“Renewable Fuel” means liquid fuels produced from renewable biomass and limited in terms of blending with fossil fuels. Common renewable fuels include ethanol and biodiesel:

(1) “E85 motor fuel” means an alternative fuel that is a blend of ethanol and hydrocarbon of which the ethanol portion is nominally seventy-five to eighty-five percent denatured fuel ethanol by volume that complies with the most recent version of American society of testing and materials specification D 5798.

(2) “Renewable diesel” means a diesel fuel substitute produced from nonpetroleum renewable sources, including vegetable oils and animal fats, that meets the registration requirements for fuels and fuel additives established by the federal environmental protection agency in 40 C.F.R. Part 79 (2008) and meets the requirements of American society of testing and materials specification D 975.

(3) Renewable fuels shall include those designed to result in a lifecycle greenhouse gas emission reduction of at least 50% or more under the Federal Clean Air Act. Renewable fuels shall not include products produced from palm oil or other feedstocks that cannot be proven to reduce greenhouse gas emissions utilizing accepted methods of the Washington State Department of Ecology or US EPA.

Discussion/Notes: A basic renewable fuel energy source is biomass. From biomass, common liquid fuel forms include ethanol and biodiesel. See:
https://www.eia.gov/energyexplained/?page=renewable_home.

Washington State defines renewable diesel and E85 motor fuel in the motor fuel quality act (Chapter 19.112 RCW), which are integrated in the definition.

Limiting fossil fuel percentages to 5% is workable for buses and power cars. See <http://www.cleanairtrust.org/Differences-Between-E85-and-E95.html>. E85 includes 15-25% fossil fuels and is used by flexibly fueled vehicles. See <https://www.fueleconomy.gov/feg/flextech.shtml>.

Under the EPA renewable fuel standard, three of four renewable fuel categories must meet a 50% or 60% lifecycle greenhouse gas (GHG) reduction. A fourth conventional renewable ethanol must meet a 20% lifecycle GHG reduction. See:
<https://www.epa.gov/renewable-fuel-standard-program/overview-renewable-fuel-standard>.

20.97.350.3 Renewable Fuel Refinery

A “Renewable Fuel Refinery” means a facility that processes or produces renewable fuels. This definition excludes Small Oil Storage and Distribution Facilities.

20.97.425.1 Small Oil Storage and Distribution Facilities

“Small Oil Storage and Distribution Facilities” means:

(1) Equipment used for purposes of direct sale or distribution to consumers of fossil fuels or renewable fuels, or

(2) Accessory equipment that supplies fossil fuels or renewable fuels to an onsite allowed commercial or industrial operation, and that does not meet the definitions of fossil-fuel refinery, renewable fuel refinery, or fossil or renewable fuel transshipment facilities.

20.97.434.1 Technical committee.

“Technical committee” or “technical review committee” means the designated representatives of the Whatcom County Planning and Development Services Director, who shall act as chairperson, the Whatcom County Public Works Director, and the Whatcom County Health Department Director.

CHAPTER 22.05 PROJECT PERMIT PROCEDURES

22.05.020 Project permit processing table.

(1) Marked boxes in the table below indicate the required general steps for processing all project permit applications or administrative actions. The requirements for each step listed in the top row of the table are provided in WCC 22.05.040 through 22.05.160, as indicated. Specific requirements for each project permit can be found through the references given in the table.

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150(H))
Type I Applications (Administrative Decision with No Public Notice or Hearing)									
Boundary Line Adjustment	21.03							Administrator	Hearing Examiner
Building Permit	15.04	(f)						Administrator	Hearing Examiner (i)
Natural Resource Assessment	Title 16							Administrator	Hearing Examiner
<u>Change of Use, Cherry Point Industrial District</u>	<u>Chapter 20.74</u>							<u>Administrator</u>	<u>Hearing Examiner</u>
Commercial Site Plan Review								Administrator	Hearing Examiner
Exempt Land Division	21.03							Administrator	Hearing Examiner
Floodplain Development Permit	Title 17							Administrator	Hearing Examiner
Land Disturbance Permit	15.04 and 20.80							Administrator	Hearing Examiner
Lot of Record/Lot Consolidation	20.83 and 20.97.220							Administrator	Hearing Examiner
Nonconforming Use	20.83							Administrator	Hearing Examiner
Removal of Development Moratorium	20.80.738(3)								
Shoreline Exemption	23.60	(a)						Administrator	Hearing Examiner
Zoning	22.20							Administrator	Hearing

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150(H))
Interpretation									Examiner
Type II Applications (Administrative Decision with Public Notice; No Public Hearing)									
Administrative Use	20.84.235							Administrator	Hearing Examiner
Lot Consolidation Relief	20.83.070							Administrator	Hearing Examiner
Reasonable Use (b)	16.16							Administrator	Hearing Examiner
Shoreline Substantial (c)	23.60	(a)						Administrator (d)	Shorelines Hearings Board (h)
Shoreline Conditional Use (c)	23.60	(a)						Administrator (d)	Hearing Examiner
Short Subdivision	21.04							Administrator	Hearing Examiner
Type III Applications (Hearing Examiner Decision with Public Notice and Public Hearing)									
Conditional Use	20.84.200						Hearing Examiner	Hearing Examiner	Superior Court
Floodplain Development Variance	Title 17						Hearing Examiner	Hearing Examiner	Superior Court
Long Subdivision	21.05						Hearing Examiner	Hearing Examiner (g)	Superior Court
Binding Site Plan	21.07						Hearing Examiner	Hearing Examiner (g)	Superior Court
Reasonable Use (e)	16.16						Hearing Examiner	Hearing Examiner	Superior Court
Removal of Development Moratorium	20.80.738(2)						Hearing Examiner	Hearing Examiner	Superior Court
Shoreline Conditional Use	23.60	(a)					Hearing Examiner	Hearing Examiner (d)	Shorelines Hearings Board (h)
Shoreline Substantial	23.60	(a)					Hearing Examiner	Hearing Examiner (d)	Shorelines Hearings Board (h)
Shoreline Variance	23.60	(a)					Hearing Examiner	Hearing Examiner (d)	Shorelines Hearings Board (h)
Zoning or Critical	20.84.100 or						Hearing	Hearing	Superior Court

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	Determination of Completeness Required (see 22.05.050)	Notice of Application Required (see 22.05.070)	Site Posting Required (see 22.05.080)	Notice of Open Record Hearing Required (see 22.05.090)	Open Record Hearing Held By: (see 22.05.090)	County Decision Maker (see 2.11.210, 22.05.120)	Appeal Body (see 2.11.210, 22.05.160, 23.60.150(H))
Areas Ordinance Variance	16.16.270						Examiner	Examiner	
Type IV Applications (County Council Decision with Public Notice and Public Hearing)									
Development Agreement	2.11.205						Hearing Examiner	County Council	Superior Court
Major Project Permit	20.88						Hearing Examiner	County Council	Superior Court
Planned Unit Development	20.85						Hearing Examiner	County Council	Superior Court

Check marks indicate a step is required; reference letters refer to the notes in subsection (2) of this section.

Discussion/Notes: Scrubbing the Existing Code for consistency with new provisions and desired review process.

22.05.110 Final decisions – Type I, II, and III applications.

(1) The director or designee's final decision on all Type I or II applications shall be in the form of a written determination or permit. The determination or permit may be granted subject to conditions, modifications, or restrictions that are necessary to comply with all applicable codes.

(2) The hearing examiner's final decision on all Type III applications per WCC 22.05.020 or appeals per WCC 22.05.160(1) shall either grant or deny the application or appeal.

(a) The hearing examiner may grant Type III applications subject to conditions, modifications or restrictions that the hearing examiner finds are necessary to make the application compatible with its environment, carry out the objectives and goals of the comprehensive plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(b) Requirements:

(i) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(ii) Fossil or Renewable Fuel Refinery or Fossil or Renewable Fuel Transshipment Facilities: The applicant shall provide insurance or other financial assurance acceptable to the prosecuting attorney consistent with Section 22.05.125.

(c) The hearing examiner shall render a final decision within 14 calendar days following the conclusion of all testimony and hearings. Each final decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision.

(d) No final decision of the hearing examiner shall be subject to administrative or quasi-judicial review, except as provided herein.

(e) The applicant, any person with standing, or any county department may appeal any final decision of the hearing examiner to superior court, except as otherwise specified in WCC 22.05.020. (Ord. 2019-013 § 1 (Exh. A); Ord. 2018-032 § 1 (Exh. A)).

22.05.120 ~~Recommended~~ Recommendations and final decisions ~~to county council.~~ Type IV applications

(1) For Type IV applications per WCC 22.05.020 the hearing examiner's recommendations to the county council may be to grant, grant with conditions or deny an application. The hearing examiner's recommendation may include conditions, modifications or restrictions as may be necessary to make the application compatible with its environment, carry out the objectives and goals of the comprehensive plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(2) Each recommended decision of the hearing examiner for an application identified as a Type IV application per WCC 22.05.020 shall be in writing to the clerk of the county council and shall include findings and conclusions based upon the record to support the decision. Such findings and conclusions shall also set forth the manner in which the decision carries out and conforms to the county's comprehensive plan and complies with the applicable statutes, ordinances or regulations.

(3) The deliberation of the county council on quasi-judicial actions shall be in accordance with WCC 22.05.090(4) and Chapter 42.36 RCW.

(4) For planned unit developments and major project permits the following shall apply:

(a) The recommendation of the hearing examiner regarding planned unit developments and major project permits shall be based upon the criteria set forth in WCC 20.85.335 and 20.88.130, respectively.

(b) The hearing examiner shall file the recommendation with the clerk of the county council within 21 calendar days following the conclusion of the open record hearing.

(c) The county council shall conduct the following within the specified time frames, except as provided in subsection (4)(c)(iii) of this section:

(i) Hold a public meeting, not an open record public hearing, to deliberate on the project application within 28 calendar days after receiving the hearing examiner's recommendation.

(ii) Issue a final written decision within 21 calendar days of the public meeting.

(iii) The county council may exceed the time limits in subsection (4)(c)(i) or (ii) of this section if the county council meeting schedule does not accommodate a meeting within the above time frames, or if the county council makes written findings that a specified amount of additional time is needed to process a specific application or project type, per RCW 36.70B.080(1).

(5) The county council's final written decision may include conditions when the project is approved and shall state the findings of fact upon which the decision is based.

(a) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(b) Fossil or Renewable Fuel Refinery or Fossil or Renewable Fuel Transshipment Facilities: The applicant shall provide insurance or other financial assurance acceptable to the prosecuting attorney consistent with Section 22.05.125.

(6) Any deliberation or decision of the county council shall be based solely upon consideration of the record established by the hearing examiner, the recommendations of the hearing examiner and the criteria set forth in ~~county code~~ applicable state laws and regulations, county code, the county comprehensive plan if applicable, and the county shoreline management program, including but not limited to compliance with SEPA, WAC 197-11 (SEPA Rules) as adopted and modified in the county code, and the county's adopted SEPA policies. (Ord. 2018-032 § 1 (Exh. A)).

22.05.125 Proof of insurance for hazards created in the County

At the time of Type I, II, III, or IV applications addressing production capacity or storage tank increases at fossil fuel refineries, fossil fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities, the applicant shall provide proof of insurance or other financial security acceptable to the prosecuting attorney to cover loss or damages to the County and to County residents from any fire, explosion, spill or other incident from operations of the

refinery or from transport of raw materials or finished products within the boundaries of Whatcom County. This requirement shall also be met for Type I changes in use from fossil fuel refineries or transshipment facilities to renewable fuel refineries or transshipment facilities. The required policies shall contain the following Coverage Terms:

(1) Insureds: The Primary Named Insured shall include the Permitted Entity(ies). The County shall be included as additional Insured and shall be provided complete copies of applicable insurance policies and endorsements.

(2) Insuring Agreements: Insurance shall pay on behalf of the Insured for loss from third-party bodily injury, property damage or environmental remediation and restoration expenses resulting from sudden pollution conditions commencing on or after the Permit effective date, either:

(a) emanating from and beyond the boundaries of a Permitted Facility, or

(b) arising from materials or waste during transportation to or from a Permitted Facility.

(3) Policy Limits: Policy limits shall be no less than \$100 million for each Loss / total for all Losses. The required limits may be revised periodically by the County based on factors including inflation adjustments and Permit- or Facility-specific risks.

Discussion/Note: Minimum insurance amounts could be increased, but at levels above \$50 million to \$100 million may not be available in the insurance market. We suggest taking out the \$100 million liability limit and substituting language that determines the liability limit as each permit is reviewed and made part of a development agreement. Other forms of financial insurance instruments could be allowed such as a letter of credit or other financial assurance acceptable to the County Prosecutor as a substitute for commercial insurance. We have included code language to that effect in this draft. The County could also indicate that the amount of financial assurance is to be determined at the point of an approval decision for a facility expansion rather than specifying an amount here.

(4) Policy Deductibles: If the Policy has a deductible, the Insurer shall be liable for the payment of amounts within any deductible or self-insured retention amount applicable to the policy, with a right of reimbursement by the Insured for any such payment made by the Insurer. If the Policy has a self-insured retention (SIR) amount, the Primary Named Insured shall declare how it intends to provide a financial assurance to the County for such SIR amount, where acceptable forms of financial assurance are letters of credit and certificates of deposit.

(5) Term and Cancellation Notice:

(a) Insurance shall be carried for the lifetime of the fossil fuel refineries, fossil fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities.

(b) Cancellation of the insurance, whether by the Insurer, the Insured, or other entity having an insurable interest in and obtaining insurance on behalf of the owner or operator of the Permitted Facility, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the County as evidenced by the return receipt.

(6) Bankruptcy: Bankruptcy or insolvency of the Insured shall not relieve the Insurer of its obligations under the policy.

(7) Choice of Law and Forum: The Policy shall not specify that the laws of a state other than the State of Washington apply in the event of any dispute regarding the validity or formation of the Policy or the meaning, interpretation or operation of any term, condition, definition or provision of the Policy. Policies may remain silent on choice of law and forum.

(8) Insurance Company Financial Strength – Minimum Rating: The Insurer shall meet or exceed a Financial Strength Rating from A.M. Best of “A” (Excellent) with a minimum Financial Size Category of XIV and a “Stable” or stronger Outlook, or the equivalent from another major financial rating agency.

(9) Definitions: For the purposes of this section, terms are defined as follows:

(a) Permitted Facility: Permitted Facility means a location identified in the applicable County Permit, including any fixed conveyances such as pipelines and terminal distribution systems.

(b) Loss shall include:

(i) monetary awards or settlements of compensatory damages; and

(ii) where allowable by law, punitive, exemplary, or multiple damages; and

(iii) civil fines, penalties, or assessments.

(c) Pollution conditions shall include discharge, dispersal, release or escape, including by fire or explosion, of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, petroleum hydrocarbons, smoke, vapors, soot, fumes, acids, alkalis, or other chemicals.

(d) Sudden pollution conditions may be defined by reasonable time-limits for discovery and reporting to the insurer.

(e) Transportation shall include movement by any vehicle or mode of transit including automobile, railway or watercraft, including loading, temporary placement during transit prior to final delivery, or unloading, of materials or waste, either:

(i) intended for delivery to a Permitted Facility, or

(ii) being sent from a Permitted Facility.

CHAPTER 23.100 SHORELINE USE POLICIES AND REGULATIONS

23.100.010 Shoreline use and development.

Shoreline use and development shall be classified by the administrator and regulated under one or more of the following applicable sections of Chapter 23.100 WCC. Unless otherwise stated, all use and development shall also comply with all of the general policies and regulations of Chapter 23.90 WCC and, if applicable, the policies of Chapter 23.40 WCC.

WCC Table 23.100.010
Shoreline Use by Area Designation^(a)

Shoreline Uses	Shoreline Area Designation									
	Urban	Urban Resort	Urban Conservancy	Shoreline Residential	Rural	Resource	Conservancy	Natural	Aquatic ^(b)	Cherry Point
Agriculture										
	P ⁽⁻⁾	X	P ⁽⁻⁾	P ⁽⁻⁾	P	P	P	P ⁽⁺⁾	X	
Aquaculture										
	P	P ⁽⁺⁾	P	P ⁽⁺⁾	P ⁽⁺⁾	P	P	P ⁽⁺⁾	P	
Commercial salmon net pen facilities	X ^(*)	X ^(*)	X ^(*)	X ^(*)	X ^(*)	X ^(*)	X ^(*)	X ^(*)	X ^(*)	
Boating Facilities										
Launch ramps	P	P	P	P	P	P	P	X ^(*)	P	
Marinas	P	P	C	P	P	P	C	X	P	
Covered over-water structures	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P ⁽⁺⁾	P ⁽⁺⁾
Commercial										
Water-oriented	P	P ⁽⁻⁾	C ⁽⁻⁾	P	P	P ⁽⁻⁾	C ⁽⁻⁾	X	X ^(*)	

WCC Table 23.100.010
Shoreline Use by Area Designation^(a)

Shoreline Uses	Shoreline Area Designation									
	Urban	Urban	Urban	Shoreline	Rural	Resource	Conservancy	Natural	Aquatic ^(b)	Cherry Point
	Urban	Resort	Conservancy	Residential						
commercial										
Non-water-oriented commercial	C	C ⁽⁻⁾	C ⁽⁻⁾	C	C	C ⁽⁻⁾	C ⁽⁻⁾	X	X	
Dredging										
	C	C	C	C	C	C	C	X ^(*)	C ^(*)	X ^(*)
Essential Public Facilities										
	C	C	C	C	C	C	C	X	C	
Flood Control and Instream Structures										
	P	P	P	P	P	P	P	X	P	
Channelization or dams for flood control	P	P	X	P	C	C	X	X	P	
Forest Practices										
	X	X	X	X	P	P	P	C	X	
Industrial and Port										
Existing legal fossil-fuel refinery operations or existing legal fossil fuel transshipment facilities										P
Expansion of existing legal fossil-fuel refinery operations or expansion of existing legal fossil fuel transshipment facilities										C
New or expansion of existing legal renewable fuel refinery operations or renewable fuel transshipment facilities										C
Water-oriented industrial and port development	P	X ^(*)	X	X	P ⁽⁻⁾	P ⁽⁻⁾ / C	X	X	P / C ⁽⁻⁾	P ⁽⁻⁾⁽⁺⁾
Non-water-oriented industrial and port development	C	X	X	X	C	C ⁽⁻⁾	X	X	X	X
Dams, diversion and tailrace structures for	C	X	C	C	C	C	C	X	P	

WCC Table 23.100.010
Shoreline Use by Area Designation^(a)

Shoreline Uses	Shoreline Area Designation									
	Urban Urban	Urban Resort	Urban Conservancy	Shoreline Residential	Rural	Resource	Conservancy	Natural	Aquatic ^(b)	Cherry Point
hydroelectric power generation										
Institutional										
	C	C	C	C	C	C	C	X	X	X
Landfill and Excavation										
	P	P	P	P	P	P	P ⁽⁻⁾ / C	X ^(*)	C ⁽⁻⁾ / X	X ^(*)
Mining										
	X	X	X	X	C	C	C	X	C ⁽⁻⁾ / X	
Surface oil or gas drilling	X	X	X	X	X	X	X	X	X	X
Moorage: Docks, Piers and Mooring Buoys										
Private and shared moorage	P	C	P ⁽⁻⁾ / C ⁽⁻⁾	P	P	P	P ⁽⁻⁾ / C ⁽⁻⁾	X ^(*)	P	
Public moorage	C	C	C	C	C	C	C	X ^(*)	P	
Commercial moorage	C	X ^(*)	C	C	C	C	C	X ^(*)	P	
Industrial moorage	C	X	X	X	C	C	X	X ^(*)	P	Existing: P ⁽⁺⁾ New: X
Covered moorage accessory to permitted moorage	C	C	X	C	X	X	X	X	P	C
Float plane moorage accessory to permitted moorage	C	C	C	C	C	C	C	X	P	
Recreational										
Water-oriented recreation	P	P	P ⁽⁺⁾⁽⁻⁾	P	P	P ⁽⁺⁾	P ⁽⁺⁾⁽⁻⁾	P ⁽⁺⁾⁽⁻⁾	P / C ⁽⁻⁾	P ⁽⁺⁾⁽⁻⁾
Residential										
	P	P	P ⁽⁻⁾ / C	P	P	P ⁽⁺⁾⁽⁻⁾	P ⁽⁻⁾ / C	C ⁽⁺⁾⁽⁻⁾ / X	X	
Restoration and Enhancement										
	P	P	P	P	P	P	P	P	P	P
Shoreline Stabilization										
Groins	C	C	X	C	C	C	X	X	C	X
Breakwaters and jetties	C	C	C ⁽⁺⁾⁽⁻⁾	C	C	C	C ⁽⁺⁾⁽⁻⁾	X	C	C ⁽⁺⁾⁽⁻⁾
Bulkheads and revetments	C	C	C	C	C	C	C	X	X ^(*)	C

WCC Table 23.100.010
Shoreline Use by Area Designation^(a)

Shoreline Uses	Shoreline Area Designation									
	Urban	Urban	Urban	Shoreline	Rural	Resource	Conservancy	Natural	Aquatic ^(b)	Cherry Point
	Urban	Resort	Conservancy	Residential						
Bioengineering approaches	P	P	P	P	P	P	P	P ⁽⁺⁾	P ⁽⁺⁾	P
Signs										
	P	P	P	P	P	P	P	X ^(*)	P ⁽⁺⁾⁽⁻⁾	P
Transportation										
	P	P	P ⁽⁻⁾	P	P	P	P ⁽⁻⁾	X ^(*)	P ⁽⁻⁾ / C ⁽⁻⁾	P ⁽⁻⁾
Transportation facilities not serving a specific approved use	C	C	X	C	C	C	X	X	C	X
Utilities										
Local distribution facilities	P	P	P ⁽⁻⁾ / C	P	P	P	P ⁽⁻⁾ / C	X ^(*)	P ⁽⁻⁾⁽⁺⁾ / C ⁽⁻⁾ / X	P ⁽⁻⁾⁽⁺⁾
Regional transmission facilities	C	C	C	C	C	C	C	X	C ⁽⁻⁾ / X	C
Desalinization facilities	C	C	C	C	C	C	C	X	P ⁽⁻⁾	P ⁽⁻⁾

P = Permitted, may be subject to policies and regulations of this program and subject to shoreline substantial development permit requirements.

C = Shoreline conditional use, subject to policies and regulations of this program and may be subject to shoreline substantial development permit requirements.

X = Prohibited.

N/A = Not applicable.

(-) Subject to limitations.

(+) Subject to conditions.

(*) Subject to exceptions.

(a) In the event that there is a conflict between the use(s) identified in Table 23.100.010 and the policies or regulations in Chapters [23.30](#), [23.90](#), or [23.100](#) WCC, the policies and regulations shall apply.

(b) Aquatic: Water-dependent use only, subject to the use and development regulations of the abutting upland shoreline area designation.

(Ord. 2014-051 § 3; Ord. 2009-13 § 1 (Exh. 1)).

23.100.170 Cherry Point management area.

A. Policies.

1. Purpose and Intent.

a. The purpose of the Cherry Point management area is to provide a regulatory framework that recognizes and balances the special port, industrial and natural resource needs associated with the development of this marine resource. This section identifies policies and regulations for water-dependent industrial activities that apply in addition to specific other elements of this program as referenced herein.

b. Washington State natural resource agencies and Whatcom County have identified certain portions of the Cherry Point management area as providing herring spawning habitat and other key habitat characteristics that warrant special consideration due to their importance to regional fisheries and other elements of the aquatic environment.

c. Development of the Cherry Point major port/industrial urban growth area will accommodate uses that require marine access for marine cargo transfer, ~~including oil and other materials. For this reason, water,~~

i. Water-dependent terminal facilities are encouraged as the preferred use in the Cherry Point management area. Due to the environmental sensitivity of the area, it is the policy of Whatcom County to limit the number of piers to one pier, in addition to those in operation or approved as of January 1, 1998.

~~d. Whatcom County should consider participation with local, state, and federal agencies, tribal governments and other stakeholders in the development of a plan to address integrated management of the uplands and public aquatic lands within the Cherry Point management area. The development of such a plan could provide a forum and process for addressing aquatic resources by all stakeholders. Elements of the plan could be adopted as future amendments to this program as appropriate.~~

ii. Existing legal fossil fuel refineries should be allowed to continue and maintain their operations with limited expansions subject to environmental review, greenhouse gas emission mitigation, and conformance with the Shoreline Master Program and other applicable land use designation.

iii. It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point to the existing three piers in operation or approved as of January 1, 1998, taking into account the need to:

- Act conservatively in land use matters at Cherry Point to prevent further harm to habitat important to the Cherry Point Herring stock and Southern Resident Killer Whales;

- Optimally implement the Shoreline Master Program policy regarding shorelines of statewide significance per WCC 23.40;

- Encourage the continued County use of best available science;

- Support and remain consistent with the state Department of Natural Resources' withdrawal of Cherry Point tidelands and bedlands from the general leasing program and the species recovery goals of the Cherry Point Aquatic Reserve designation and Management Plan;

- Recognize federal actions upholding treaty rights;

- Protect traditional commercial and tribal fishing; and

- Prevent conflicts with vessel shipment operations of existing refineries that could lead to catastrophic oil or fuel spills.

d. Whatcom County should ensure that shoreline development applicants demonstrate conformance with the State of Washington Department of Natural Resources Cherry Point Aquatic Reserve Management Plan.

e. All development that is to be located within the Cherry Point management area, as defined in Chapter 23.110 WCC, shall be subject to the policies and regulations found in this section, and shall not be subject to the policies and regulations found in WCC 23.100.010 through 23.100.160, nor Chapter 23.90 WCC, unless otherwise referenced in this section. The policies and regulations found in this section are applicable only within the geographic boundaries of the Cherry Point management area and do not apply elsewhere in the county. In the event that the provisions of this section conflict with other applicable referenced provisions of this program, the policies and regulations that are most protective of shoreline resources shall prevail.

Discussion/Notes: Above amendments are similar to those in the Comprehensive Plan policy changes.

2. Water-Dependent Industrial Development. Only water-dependent facilities that serve industrial facilities should be allowed in the Cherry Point management area. Industry within the major port/industrial urban growth area, as designated in the County Comprehensive Plan, which is not water-dependent should locate away from shoreline jurisdiction.

3. Multiple Use Facilities. Facilities that allow for multiple use of piers, cargo handling, storage, parking and other accessory facilities are encouraged.

4. Public Access.

- a. Where appropriate, industrial and port development within the Cherry Point management area should provide public beach and shoreline access in a manner that does not cause interference with facility operations or present hazards to life and property. This may be accomplished through individual action or by joint, coordinated action with other developers and landowners, for example, by setting aside a common public access area.
- b. Special emphasis should be given to providing public beach and shoreline access for recreational opportunities including but not limited to crabbing, small craft launching, surf fishing, picnicking, clamming, and beach walking.
- c. Public access within the Cherry Point management area should be consistent with the Whatcom County Parks and Recreation Open Space Plan.

5. Shoreline Ecological Functions and Processes. In recognition of the diverse and vital ecological resources in the Cherry Point management area, consideration of probable effects of all development proposals on shoreline ecological functions and processes should be assessed with the other long-term statewide interests. New port development that requires dredge and fill should not be permitted in the Cherry Point management area due to potential adverse effects on ecological functions, including fish and shellfish habitat and geohydraulic processes.

6. Aesthetics. All development should be designed to avoid or minimize negative visual impacts on the scenic character of the area and to ensure visual compatibility with adjacent nonindustrial zoned properties.

7. Site Development. All development should be constructed and operated in a manner that, while permitting water-dependent uses, also protects shoreline resources, their ecological functions and processes, and that incorporates the following:

- a. Low impact development approaches to avoid or minimize adverse impact to topography, vegetation, water quality, fish and wildlife habitat, and other natural site conditions;
- b. Adequate temporary and permanent management measures to control erosion and sediment impacts during construction and operation; and
- c. Adequate stormwater management facilities.

Discussion/Notes: Be consistent with Comprehensive Plan Policies. Prohibit New Docks and Piers.

B. Regulations.

1. Allowed Use.

- a. Water-dependent industrial and port uses are allowed within the Cherry Point management area; provided, that specific findings are made in a shoreline substantial development permit or conditional use permit that:
 - i. Policies for optimum implementation of the statewide interest have been achieved through protection of shoreline ecological functions and processes;
 - ii. The long-term statewide benefits of the development have been considered with the potential adverse impacts on ecological functions; and
 - iii. Proposed mitigation measures to achieve no net loss of ecological functions and processes are incorporated in the proposal.

b. Fuel Uses – Shoreline Permits and Requirements:

i. Existing legal fossil or renewable fuel refinery operations or existing legal fossil or renewable fuel transshipment facilities [as of XXX effective date] are considered permitted shoreline substantial developments.

1182 ii. Expansions of existing legal fossil-fuel refineries or expansions of existing legal fossil-fuel
1183 transshipment facilities shall require a shoreline conditional use permit.

1184 iii. New or expansion of existing legal renewable fuel refinery or renewable fuel transshipment facility
1185 shall require a shoreline conditional use permit.

1186 c. Water-related and water-enjoyment uses are allowed only as part of public access and public recreation
1187 development, subject to the findings in subsection (B)(1)(a) of this section.

1188 ed. Accessory development, which does not require a shoreline location in order to carry out its support functions,
1189 shall be sited away from the land/water interface and landward of the principal use. Accessory development shall
1190 observe critical area buffers in Chapter 16.16 WCC. Accessory development includes, but is not limited to,
1191 parking, warehousing, open air storage, waste storage and treatment, stormwater control facilities, utility and land
1192 transport development.

1193 de. Road, railway and utility facilities serving approved waterfront facilities related to water-dependent uses that
1194 are located and designed to minimize shoreline alteration are permitted.

1195 ef. Waste water disposal/treatment facilities for storage or disposal of industrial or domestic waste water are
1196 prohibited, except that elements such as conveyances and outfalls shall be allowed if alternate inland sites have
1197 been demonstrated to be infeasible. Waste water conveyance systems for ships at berth shall be permitted.

1198 *Discussion/Notes: Consistency with Zoning Code changes.*

1199 2. Public Access.

1200 a. Public access shall be provided in accordance with WCC 23.90.080 unless it is demonstrated that public access
1201 poses significant interference with facility operations or hazards to life or property.

1202 b. If public access meeting the criteria above is demonstrated to be infeasible or inappropriate, alternative access
1203 may be provided in accordance with WCC 23.90.080 at a location not directly adjacent to the water such as a
1204 viewpoint, observation tower, or other areas serving as a means to view public waters. Such facilities may include
1205 interpretive centers and displays that explain maritime history and industry; provided, that visual access to the
1206 water is also provided.

1207 c. As an alternative to on-site public access facilities, public access may be provided in accordance with a public
1208 access plan adopted as an element of the Whatcom County Parks and Recreation Open Space Plan.

1209 3. Critical Areas. In addition to meeting the provisions of WCC 23.90.030, Ecological protection and critical areas,
1210 development and alteration shall not be located or expanded within critical areas designated pursuant to Chapter 16.16
1211 WCC except where the site is approved for water-dependent use, and the following are met:

1212 a. Mitigation to achieve no net loss of ecological functions and processes shall be conducted in accordance with
1213 WCC 23.90.030.

1214 b. Development and alteration shall not be allowed in wetlands in the backshore area. Upland development shall
1215 demonstrate that changes in local hydrology will not decrease the viability of the wetland environment nor degrade
1216 the existing water quality within the wetland.

1217 c. The minimum required setback from the OHWM for all industrial and port facilities, including development
1218 components, which do not require a water's edge or water surface location shall be 150 feet; provided, that bluffs
1219 and banks greater than 10 feet in height and sloping greater than 30 percent and wetland shorelines shall have such
1220 setbacks measured from the crest of the bank or the edge of the wetland in addition to the OHWM.

1221 d. Development and alteration other than recreation development for public and quasi-public shoreline access is
1222 prohibited on the accretion shoreforms identified on the map in Appendix C of this title, subject to the regulations
1223 in this section and consistent with the conservancy and aquatic shoreline area designation policies and regulations
1224 of Chapters 23.90 and 23.100 WCC; provided, that lawfully established uses or developments may be maintained
1225 subject to the provisions of WCC 23.50.070.

1226 4. Location and Design.

a. Piers.

i. Piers shall be designed to accommodate only the necessary and intrinsic activities associated with the movement of material and cargo from land to water and water to land. The length of piers shall not extend beyond that which is necessary to accommodate the draft of the vessels intending to use the facility. Due to the environmental sensitivity of the area, Whatcom County shall limit the number of piers to ~~one pier, in addition to~~ those in operation as of January 1, 1998.

ii. Piers shall be designed to minimize interference in the intertidal zone and adverse impacts to fish and wildlife habitats.

iii. Piers shall be designed to minimize impacts on steep shoreline bluffs.

iv. All pilings in contact with water shall be constructed of materials such as concrete, steel, or other materials that will not adversely affect water quality or aquatic plants or animals. Materials used for decking or other structural components shall be approved by applicable state agencies for contact with water to avoid discharge of pollutants from wave splash, rain, or runoff. Wood treated with creosote, copper chromium arsenic or pentachlorophenol is prohibited; provided, that replacement of existing wood pilings with chemically treated wood is allowed for maintenance purposes where use of a different material such as steel or concrete would result in unreasonable or unsafe structural complications; further provided, that where such replacement exceeds 20 percent of the existing pilings over a 10-year period, such pilings shall conform to the standard construction provisions of this section.

v. All piers on piling structures shall have a minimum vertical clearance of one foot above extreme high water.

vi. Bulk storage of gasoline, oil and other petroleum products for any use or purpose is not allowed on piers, except for temporary storage under emergency situations, including oil spill cleanup. Bulk storage means nonportable storage in fixed tanks. Secondary containment shall be provided for portable containers.

vii. All piers shall be located and designed to avoid impediments to navigation and to avoid depriving other properties of reasonable access to navigable waters. All piers shall be marked with navigational aids and approved for compliance with U.S. Coast Guard regulations.

b. Dredging.

i. Dredging to accommodate water access to, or construction of, new development is prohibited. New development shall be located and designed to avoid the need for dredging. Dredging for existing development shall be the minimum necessary and shall minimize interference in the intertidal zone and impacts to fish and wildlife habitats.

ii. Dredging operations, including spoil disposal, shall be conducted in accordance with policies and regulations in WCC 23.90.120(B)(4) and (5), Dredging.

iii. Dredging is prohibited in the accretion shoreform and backshore wetland areas described in Appendix C of this title.

c. Landfill is prohibited, except for the minimum necessary to access piers or other structures that provide access to the water. Pier design should accommodate the connection between the pier and uplands by employing a pile-supported structure to the point of intersection with stable upland soils. Limited landfill may be allowed for pier access that does not extend further toward the OHWM than existing topography.

d. Excavation/Stabilization.

i. Excavation/stabilization of bluffs is prohibited, except for the minimum necessary to access piers or other structures that provide access to the water; provided, that active feeder bluffs shall not be altered if alteration will adversely affect the existing littoral drift process. New development shall avoid, rather than modify, feeder bluffs.

ii. Excavation/stabilization is prohibited on accretion shoreforms and in wetlands in the backshore area.

e. Shore defense works shall be regulated in accordance with WCC 23.100.130, Shoreline stabilization, and be consistent with the conservancy and aquatic shoreline area regulations of that section.

5. Adjacent Use.

a. New or expanded port or industrial development adjacent to properties which are zoned for nonindustrial purposes shall provide setbacks of adequate width, to attenuate proximity impacts such as noise, light and glare; and may address scale and aesthetic impacts. Fencing or landscape areas may be required to provide a visual screen.

b. Exterior lighting shall be designed and operated to avoid illuminating nearby properties zoned for nonport or nonindustrial purposes so as to not unreasonably infringe on the use and enjoyment of such property, and to prevent hazards for public traffic. Methods of controlling illumination of nearby properties include, but are not limited to, limits on height of structure, limits on light levels of fixtures, light shields and screening.

c. The minimum setback from side property lines which intersect the OHWM for industrial and port development shall be 60 feet; provided, that:

i. The side yard setback shall not apply to utility or security structures such as poles, meters, fences, guard houses, power vaults or transformers; and

ii. The side yard setbacks for parcels adjoining the NW and SE boundaries of the Cherry Point management area shall be administered in accordance with WCC 20.68.550 (Buffer Area).

d. Required setbacks shall not be used for storage of industrial equipment or materials, or for waste disposal, but may be used for public access or outdoor recreation.

6. Oil and Hazardous Materials.

a. Release of oil or hazardous materials on shorelines is prohibited.

b. A management plan shall be developed for new permitted or conditionally permitted development for the safe handling of cargo, fuels, bilge water, and toxic or hazardous materials to prevent them from entering aquatic waters, surface or ground water. Specific provisions shall address prompt and effective clean-up of spills that may occur. Management plans shall be coordinated with state or federal spill response plans. Where a spill management/response plan has been approved by the state, said plan may be used to satisfy the requirements of this section.

c. Necessary spill containment facilities associated with existing development may be permitted within shoreline jurisdiction where there are no feasible alternatives.

7. Recreational Development. All recreational development shall comply with the policies and regulations of WCC 23.100.100 and be consistent with the conservancy and aquatic shoreline area regulations of that section.

8. Archaeological, Historic and Cultural Resource Management. All development associated with archaeological, historic or cultural site activities shall comply with the policies and regulations of WCC 23.90.070. (Ord. 2014-051 §§ 5, 6; Ord. 2009-13 § 1 (Exh. 1)).

CHAPTER 23.110 DEFINITIONS

Discussion/Notes: Definitions added are based on a review of federal (US Energy Information Administration, US Census, Code of the Federal Register, Revised Code of Washington), County Ordinance NO. 2018-007, and examples addressed in the White Paper. See also notes under Zoning Code definitions.

23.110.060 F definitions.

27. "Fossil fuels" include coal, petroleum, natural gas, oil shales, bitumens, tar sands, propane, butane, and heavy oils. All contain carbon and were formed as a result of geologic processes acting on the remains of organic matter. Renewable fuels are not fossil fuels.

28. "Fossil Fuel Transshipment Facility" is a facility engaging in the process of off-loading of fossil fuel materials, refined or unrefined, refinery feedstocks, products or by products from one transportation facility and loading it onto another transportation facility for the purposes of transporting such products into or out of Whatcom County. Examples of transportation facilities include ship, truck, or freight car. Fossil fuel transshipment facilities may also include pump and compressor stations and associated facilities. This definition excludes Small Oil Storage and Distribution Facilities.

29. "Fossil-Fuel Refinery" means a facility that converts crude oil and other liquids into petroleum products including but not limited to gasoline, distillates such as diesel fuel and heating oil, jet fuel, petrochemical feedstocks, waxes, lubricating oils, and asphalt. Activities that support refineries include but are not limited to: bulk storage, manufacturing, or processing of fossil fuels or by products. This definition excludes Small Oil Storage and Distribution Facilities.

Discussion/Notes: Consistency with Zoning Code changes.

23.110.090 I definitions.

4. "Industrial development" means facilities for processing, manufacturing, and storage of finished or semi-finished goods, including but not limited to oil, metal or mineral product refining, power generating facilities, including hydropower, ship building and major repair, storage and repair of large trucks and other large vehicles or heavy equipment, related storage of fuels, commercial storage and repair of fishing gear, warehousing, construction contractors' offices and material/equipment storage yards, wholesale trade or storage, and log storage on land or water, together with necessary accessory uses such as parking, loading, and waste storage and treatment. Excluded from this definition are mining, including on-site processing of raw materials, and off-site utility, solid waste, road or railway development, and methane digesters that are accessory to an agricultural use. This definition excludes fossil or renewable fuel refineries or transshipment facilities.

Discussion/Notes: Consistency with Zoning Code changes.

23.110.150 O definitions.

2. "Oil" means petroleum or any petroleum product in liquid, semi-liquid, or gaseous form including, but not limited to, crude oil, fuel oil, sludge, oil refuse and oil mixed with wastes other than dredging spoil. See Fossil Fuels.

Discussion/Notes: Consistency with Zoning Code changes.

23.110.160 P definitions.

10. "Port development" means public or private facilities for transfer of cargo or passengers from water-borne craft to land and vice versa, including, but not limited to: piers, wharves, sea islands, commercial float plane moorages, offshore loading or unloading buoys, ferry terminals, and required dredged waterways, moorage basins, and equipment for transferring cargo or passengers between land and water modes. Excluded from this definition and addressed elsewhere are airports, marinas, boat ramps or docks used primarily for recreation, cargo storage and parking areas not essential for port operations, boat building or repair. The latter group is considered industrial or accessory to other uses. This definition excludes fossil or renewable fuel transshipment facilities.

Discussion/Notes: Consistency with Zoning Code changes.

23.110.180 R definitions.

6. "Renewable biomass" includes but is not limited to the following:

(1) Planted crops and crop residue harvested from agricultural land.

(2) Planted trees and tree residue from a tree plantation.

(3) Animal waste material and animal byproducts.

(4) Slash and pre-commercial thinnings.

(5) Organic matter that is available on a renewable or recurring basis.

(6) Algae.

(7) Separated yard waste or food waste, including recycled cooking and trap grease.

(8) Items 1 through 7 including any incidental, de minimis contaminants that are impractical to remove and are related to customary feedstock production and transport.

Discussion/Notes: Consistency with Zoning Code changes.

7. "Renewable Fuel" means liquid fuels produced from renewable biomass and limited in terms of blending with fossil fuels. Common renewable fuels include ethanol and biodiesel:

(1) "E85 motor fuel" means an alternative fuel that is a blend of ethanol and hydrocarbon of which the ethanol portion is nominally seventy-five to eighty-five percent denatured fuel ethanol by volume that complies with the most recent version of American society of testing and materials specification D 5798.

(2) "Renewable diesel" means a diesel fuel substitute produced from nonpetroleum renewable sources, including vegetable oils and animal fats, that meets the registration requirements for fuels and fuel additives established by the federal environmental protection agency in 40 C.F.R. Part 79 (2008) and meets the requirements of American society of testing and materials specification D 975.

(3) Renewable fuels shall include those designed to result in a lifecycle greenhouse gas emission reduction of at least 50% or more under the Federal Clean Air Act. Renewable fuels shall not include products produced from palm oil or other feedstocks that cannot be proven to reduce greenhouse gas emissions utilizing accepted methods of the Washington State Department of Ecology or US EPA.

8. A "Renewable Fuel Refinery" means a facility that processes or produces renewable fuels. This definition excludes Small Oil Storage and Distribution Facilities.

23.110.190 S definitions.

22.1 "Small Oil Storage and Distribution Facilities" means:

(1) Equipment used for purposes of direct sale or distribution to consumers of fossil fuels or renewable fuels, or

(2) Accessory equipment that supplies fossil fuels or renewable fuels to an onsite allowed commercial or industrial operation, and that does not meet the definitions of fossil fuel or renewable refinery or transshipment facilities.

Discussion/Notes: Consistency with Zoning Code changes.

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

WHATCOM COUNTY COUNCIL
Special Committee of the Whole

July 30, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 1:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Todd Donovan, Carol Frazey, and Satpal Sidhu.

Absent: Tyler Byrd.

COMMITTEE DISCUSSION

1. AB2019-387 DISCUSSION OF CASCADIA LAW GROUP'S RECOMMENDATIONS FOR PROPOSED CHERRY POINT URBAN GROWTH AREA (UGA) COMPREHENSIVE PLAN AND ZONING CODE AMENDMENTS

The following staff answered questions:

- Mark Personius, Planning and Development Services Department Director, submitted a staff report (*on file*) and gave a staff report
- Nick Smith, Planning and Development Services
- Karen Frakes, Prosecutor's Office

Councilmembers and staff discussed working from the July 29, 2019 version of the ordinance the following motions:

Browne moved to amend Whatcom County Code (WCC) Sections 20.68.802:

.802 Non-Capacity, Maintenance, and Safety Improvements

(1) Expansions of existing legal fossil-fuel refineries, fossil-fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities for non-capacity purposes are outright permitted uses. Examples of non-capacity improvements include, but are not limited to:

- (a) accessory buildings,
- (b) office space,
- (c) parking lots,
- (d) radio communications facilities,
- (e) regular equipment maintenance and replacement,
- (f) safety or environmental upgrades, whose primary purpose is to reduce pollution, energy consumption, or greenhouse gas emissions.
- (g) security buildings,
- (h) storage buildings, and

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

(i) other similar structures or activities.
(2) ~~Regular equipment maintenance and replacement and safety upgrades are outright permitted uses, but shall mitigate greenhouse gas emission if required by WCC xx.~~ This allowance does not include improvements that would expand the capacity of the refinery **to process unrefined fossil fuels** or the transshipment facility which requires a conditional use permit per 20.68.153 or non-capacity improvements that would cause a net increase in or greenhouse gas emissions above subsection .801.

The motion was seconded.

Councilmembers and staff discussed the possibility of safety upgrades that would increase greenhouse gas emissions.

Browne withdrew his motion and moved to amend to approve the Planning Department recommended motion.

.802 Non-Capacity, Maintenance, Safety, and Environmental Improvements

(1) Expansions of existing legal fossil-fuel refineries, fossil-fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities for non-capacity purposes are outright permitted uses. Examples of non-capacity improvements include, but are not limited to:

- (a) accessory buildings,
- (b) office space,
- (c) parking lots,
- (d) radio communications facilities,
- ~~(e) regular equipment maintenance and replacement,~~
- ~~(f) safety upgrades~~
- (g) security buildings,
- (h) storage buildings, and
- (i) other similar structures or activities.

(2) Regular equipment maintenance, replacement, safety upgrades, **and environmental improvements** are outright permitted uses, but shall mitigate greenhouse gas emission if required by WCC 20.68.801. ~~This allowance does not include improvements that would expand the capacity of the refinery or the transshipment facility which requires a conditional use permit per 20.68.153 or non-capacity improvements that would cause a net increase in or greenhouse gas emissions above subsection .801.~~

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)
Nays: None (0)
Absent: Byrd (1)

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

1 **Donovan moved** to approve item two in the staff memo dated July 30, and ask
2 Cascadia to create definitions, to amend WCC 16.08.090(2), "Life cycle greenhouse gas
3 emissions **and facility emissions** above existing levels."

4
5 The motion was seconded.

6
7 The motion carried by the following vote:

8 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

9 **Nays:** None (0)

10 **Absent:** Byrd (1)

11
12 **Browne moved** to amend WCC 22.05.125:

13
14 **22.05.125 Proof of insurance for hazards created in the County**

15 At the time of Type I, II, III, or IV applications addressing production
16 capacity or storage tank increases at fossil fuel refineries, fossil fuel
17 transshipment facilities, renewable fuel refineries, or renewable fuel
18 transshipment facilities, the applicant shall **1)** provide proof of insurance or
19 other financial security acceptable to the prosecuting attorney, **and 2) a**
20 **parent company corporate guarantee** to cover loss or damages to the County
21 and to County residents from any fire, explosion, spill or other incident from
22 operations of the refinery or from transport of raw materials or finished
23 products within the boundaries of Whatcom County. This requirement shall
24 also be met for Type I changes in use from fossil fuel refineries or
25 transshipment facilities to renewable fuel refineries or transshipment facilities.
26 The required policies **and parent company corporate guarantee** shall contain
27 the following Coverage Terms:

28
29 The motion was seconded.

30
31 The motion carried by the following vote:

32 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

33 **Nays:** Brenner (1)

34 **Absent:** Byrd (1)

35
36 Councilmembers and staff discussed insurance requirements and whether or not to
37 include pipelines in transshipment activities.

38
39 **Browne moved** to amend WCC 22.05.125(9), "e) Transportation shall include
40 movement by any vehicle or mode of transit including **but not limited to** automobile, **truck,**
41 **railway** or watercraft, **including pump and compressor stations and related facilities,**
42 including loading, temporary placement during transit prior to final delivery, or unloading, of
43 materials or waste, either: "

44
45 The motion was seconded.

46
47 The motion carried by the following vote:

48 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

49 **Nays:** Brenner (1)

50 **Absent:** Byrd (1)

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

1
2 **Donovan moved** to amend WCC 20.97.425.1, .160.3, .160.4, and .350.3:

3
4 **20.97.425.1 Small Fossil or Renewable Fuel ~~Oil~~ Storage and**
5 **Distribution Facilities**

6
7 "Small Fossil or Renewable Fuel ~~Oil~~ Storage and Distribution Facilities"
8 means:

9
10 The motion was seconded.

11
12 **Sidhu moved** to amend WCC 20.97.425.1 "(1), Equipment used for purposes of
13 direct retail sale or distribution to consumers of fossil fuels or renewable fuels, or."

14
15 The motion was seconded.

16
17 **Sidhu withdrew** the motion.

18
19 Browne's motion to amend carried by the following vote:

20 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

21 **Nays:** None (0)

22 **Absent:** Byrd (1)

23
24 Brenner moved to delete WCC 16.08.160.F.1.b.iii. The motion was not seconded.

25
26 **Browne moved** to amend WCC 16.08.160.F.1.b.iii "Greenhouse Gas Emissions –
27 Other Uses Within the Heavy Industrial District:"

28
29 The motion was seconded.

30
31 The motion carried by the following vote:

32 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

33 **Nays:** Brenner (1)

34 **Absent:** Byrd (1)

35
36 **Donovan moved** to get clarification from Cascadia on item six from the staff memo
37 dated July 30 regarding State Environmental Policy Act (SEPA) rules.

38
39 The motion was seconded.

40
41 The motion carried by the following vote:

42 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

43 **Nays:** Brenner (1)

44 **Absent:** Byrd (1)

45
46 **Buchanan moved** to accept staff's recommendation for Standard Industrial
47 Classification (SIC) in the July 30 staff memo, to amend WCC 20.68.050, "Unless
48 otherwise...and implementing regulations. ~~The purpose of the SIC numbers...and any~~
49 ~~applicable subarea plan.~~"

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

1 The motion was seconded.

2
3 The motion carried by the following vote:

4 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

5 **Nays:** None (0)

6 **Absent:** Byrd (1)

7
8 **Browne moved** for staff to scrub the entire document to make sure there are no
9 undefined abbreviations in the document.

10
11 The motion was seconded.

12
13 Browne's motion to amend carried by the following vote:

14 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

15 **Nays:** None (0)

16 **Absent:** Byrd (1)

17 **Abstains:** Brenner (1)

18
19 **Browne moved** to amend WCC 20.74.055, "(2) Conversion of Renewable Fuels
20 Facilities and Transshipment Facilities to fossil fuel facilities unless a new permit is issued
21 under the conditions applicable for increases in capacity for fossil fuel facilities in Chapter
22 20.68"

23
24 The motion was seconded.

25
26 The motion carried by the following vote:

27 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

28 **Nays:** Brenner (1)

29 **Absent:** Byrd (1)

30
31 **Browne moved** to add a section, "20.74.115 Change of Use of Renewable Fuels
32 Facilities. A change of use of a Renewable Fuels Facilities or Transshipment Facilities to a
33 fossil fuel facility is prohibited unless a new permit is issued under the conditions applicable
34 for increases in capacity for fossil fuel facilities in Chapter 20.68"

35
36 The motion was seconded.

37
38 **Buchanan requested a friendly amendment** that the any change in use from a
39 renewable fossil fuel to another transshipment facility requires a change of use permit per
40 those provisions.

41
42 **Browne accepted** the friendly amendment.

43
44 Browne's motion to amend carried by the following vote:

45 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

46 **Nays:** None (0)

47 **Absent:** Byrd (1)

48 **Abstains:** Brenner (1)

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

1 **Browne moved** to amend to add a new section to WCC 20.68.200, ".207 Coal-fired
2 power plants."

3
4 The motion was seconded.

5
6 Browne's motion to amend carried by the following vote:

7 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

8 **Nays:** None (0)

9 **Absent:** Byrd (1)

10 **Abstains:** Brenner (1)

11
12 Councilmembers and staff discussed next steps. Council will schedule this item on
13 August 7 to finalize and forward to Planning Commission.

14
15
16 **OTHER BUSINESS**

17
18 There was no other business.

19
20
21 **ADJOURN**

22
23 The meeting adjourned at 2:56 p.m.

24
25 The Council approved these minutes on _____, 2019.

26
27 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

28
29
30
31
32 _____
33 Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

34
35
36
37 _____
38 Jill Nixon, Minutes Transcription

COUNCILMEMBER DONOVAN'S PROPOSED AMENDMENTS (DISTRIBUTED @ NOON ON JULY 23, 2019) TO THE JULY 16 POTENTIAL CHERRY POINT CODE AMENDMENTS PREPARED BY CASCADIA LAW GROUP

Amendment 1: Treat expansions of existing refineries and storage capacity as subject to conditional use permits, rather than being outright permitted.

20.68.054. The following are permitted uses except as otherwise prohibited:

(3) Refining and storage of fossil fuels, limited as follows:

(a) fossil fuel refineries, existing legally as of [XXX effective date], ~~together with allowed expansions below the thresholds in WCC 20.68.800.~~

(b) fossil fuel transshipment facilities existing legally as of [XXX effective date], ~~together with allowed expansions below the thresholds in WCC 20.68.800.~~

(9) The refining, storage, blending, and manufacture of renewable fuels, existing legally as of [XXX effective date], ~~together with allowed expansions below the thresholds in WCC 20.68.800.~~

20.68.150. Conditional uses.

.153 Expansion of existing legal fossil fuel refinery operations and the primary manufacturing of products thereof or expansion of existing legal fossil fuels transshipment facilities ~~when proposed in excess of expansion thresholds determined consistent with WCC 20.68.800 and are~~ subject to the conditional use permit criteria below and approval of a major project permit:

20.68.800. Expansion Thresholds for Existing Fossil Fuel Refineries or Fossil Fuel Transshipment

.801. Limits on Refinery or Transshipment Facility Capacity Expansions:

Delete entire section 20.68.801; delete options 1, 2 & 3.

.802 [renumber]. Environmental Review and Greenhouse Gas Mitigation.

(3) Local mitigation of greenhouse gas emissions shall be required, whenever ~~increases of greenhouse gas increase equal or exceed 1% cumulatively above~~ the baseline for a 3-year average (per section .802(2)(a)), after the effective date of this section [XXX].

23.100.170 Cherry Point management area

B. 1. b. Fuel uses

i. Fossil Fuel Refineries – Shoreline Permits and Requirements: Fossil fuel refineries existing legal as of [XXX effective date] are permitted shoreline uses. Expansions of existing legal fossil fuel refineries ~~below thresholds of the zoning code at WCC 20.68.800~~ are subject to review as shoreline substantial development permits. Expansions of existing legal fossil fuel refineries ~~above thresholds at WCC 20.68.800~~ require a shoreline conditional use permit.

Amendment 2: Treat renewable fuel facilities as a conditional use permit to match fossil fuel requirements.

20.68.150. Conditional uses.

.159 Expansion of existing legal renewable fuels refinery operations or renewable fuels transshipment facilities ~~when proposed in excess of expansion thresholds determined consistent with WCC 20.68.800 and~~ are subject to a conditional use permit and major project permit and the criteria identified in .153 (1) to (11).

23.100.170 Cherry Point management area.

B. 1. b. Fuel uses

i. Fossil Fuel Refineries – Shoreline Permits and Requirements: Fossil fuel refineries existing legal as of [XXX effective date] are permitted shoreline uses. Expansions of existing legal fossil fuel refineries ~~below thresholds of the zoning code at WCC 20.68.800~~ are subject to review as shoreline substantial development permits. Expansions of existing legal fossil fuel refineries ~~above thresholds at WCC 20.68.800~~ require a shoreline conditional use permit.

ii. Fossil fuels transshipment facilities as a primary use are prohibited. Those that are a necessary part of providing raw materials to, and serving, a permitted expansion of an existing fossil fuel refinery shall require either shoreline substantial development permit or a shoreline conditional use permit. ~~dependent on the level of expansion as identified in subsection b.i.~~

iii. Refining, storage, blending, and manufacture of renewable fuels (biofuels, biomass) existing legal as of [XXX effective date] are permitted shoreline uses. Expansions of existing legal renewable fuels facilities are subject to review as shoreline substantial development permits. Expansions of existing legal renewable fuels facilities require a shoreline conditional use permit.

Amendment 3: Clarify the criteria for major project permits in Cherry Point.

20.88 Major project permits

110 All major developments shall, prior to any construction, obtain a major project permit.

.120 A major project permit will be required for mitigation banks proposed in accordance with the provisions of Chapter 16.16 WCC and for any proposed development that meets any two of the following conditions, or if in the Cherry Point UGA, any one of these conditions:

Cost (estimated construction cost exclusive of land value)	\$5,000,000
Size Retail	75,000 square feet
office or industrial (gross leasable floor space)	200,000 square feet
residential	300 dwelling units
motel/hotel	200 units
Number of Employees	250
SEPA Review	An EIS is required

In addition the zoning administrator may make an administrative determination after receiving a recommendation from the technical review committee that any project be considered a major development, if in the opinion of the administration it is of a nature that council review would be appropriate.

.130 Pursuant to WCC 22.05.120 the hearing examiner shall recommend to the county council project approval, approval with conditions, or denial, based upon written findings and conclusions supported by the evidence of record. The recommendation shall determine the adequacy of a major project permit application based on the following criteria:

(1) Will comply with the development standards and performance standards of the zone in which the proposed major development will be located; provided where a proposed major development has obtained a variance from the development and performance standards, standards as varied shall be applied to that project for the purposes of this act.

(2) Where the project is conditionally permitted in the zone in which it is located, the project must satisfy the standards for the issuance of a conditional use permit for the zone in which the project is located.

20.88.200 Procedure.

.270 Where a project requires a major project permit, that project shall be exempt from the requirement of obtaining a conditional use permit. [question here]

Amendment 4: Supplemental SEPA worksheet

16.08.090. Environmental checklist

E. For any proposed change of use or expansion of facilities that manufacture, process, ship by sea any fossil fuel or fossil fuel product, the proponent will fill out the County's SEPA "Worksheet for Fossil Fuel Facilities." This Worksheet provides detailed information required to evaluate impacts to air, land and water during review of a SEPA environmental checklist. The form of worksheet shall be prepared and updated once per year by the SEPA Responsible Official in consultation with and taking into account the comments of the Climate Impacts Advisory Group and its members. The Worksheet shall analyze the "significance" of direct, indirect, and cumulative impacts including but not limited to those arising from:

Windborne transport of burned fossil fuel emissions into Whatcom County;

Life cycle greenhouse gas emissions above existing levels;

Transits of tankers or barges and their support vessels that have the potential to interfere with commercial and treaty tribe fishing areas; and

Releases of stormwater and wastewater to groundwater, marine waters, intertidal wetlands, streams within the shorelines, and to their headwaters;

In determining whether possible impacts are "significant" and "probable," the Responsible Official shall determine whether the answers on the Worksheet for Fossil Fuel Facilities accurately analyze the severity of potential harm, independently from analysis of probability of occurrence, in compliance with WAC 197-11-330, -794

The county may modify the environmental checklist form as provided in WAC 197-11-315. If a modified form is prepared, it must be sent to the Department of Ecology to allow at least a 30-day review prior to use. (Ord. 98-048 Exh. A; Ord. 84-122 Part 3 (part)).

COUNCILMEMBER BROWNE'S PROPOSED AMENDMENTS (DISTRIBUTED @ NOON ON JULY 23, 2019) TO THE JULY 16 POTENTIAL CHERRY POINT CODE AMENDMENTS PREPARED BY CASCADIA LAW GROUP

.801. Limits on Refinery or Transshipment Facility Capacity Expansions:

Option 4: Base Expansions on historic ~~population~~ increased consumption of refined fossil fuels, and relationship of production throughput and storage capacity.

(1) Expansions of existing fossil fuel refinery or fossil fuel transshipment capacity shall be an outright permitted use up to a percentage limit defined as a rolling five-year average of the annual percent change in population-increase in consumption of refined fossil fuels for the combined region of the states of Washington and Oregon and the Province of British Columbia as determined by their respective published government estimates for the five years immediately preceding the date of a completed application for any necessary County permits.

(2) Storage tank capacity increases at existing refineries or transshipment facilities shall be limited to the ratio of storage to refining capacity currently existing at the facilities as of [XXX effective date]. See WCC 20.97.160.5 for applicable definitions.

(3) The capacity of a refinery or process unit is a measure of its current actual throughput averaged over the latest three-year reporting period preceding the date of a completed application for any necessary County permits.

(a) The data used to calculate the current actual throughput average shall be obtained from official government reports from the refinery to federal or state agencies regarding production of the refinery or a particular process unit to be expanded. This information shall be provided by the project applicant and verified by the County at the time of application for any land use or construction permits.

(b) For crude oil, refinery capacity is based on atmospheric Crude Distillation Capacity (barrels per calendar day), consistent with data collected by the US Energy Information Administration. The zoning administrator may approve another measure of capacity or source that is consistent with (3) and (3)(a).

(c) The data used to calculate any actual increase in consumption of refined fossil fuels for the combined region of the states of Washington and Oregon and the Province of British Columbia shall be obtained from the US Energy Information Administration (EIA) (for Washington and Oregon), and from the Canadian National Energy Board (for British Columbia). This information shall be provided by the project applicant and verified by the County at the time of application for any land use or construction permits.

(4) Expansions of existing refineries or transshipment facilities above that threshold in subsections (1) and (2) above shall require a conditional use permit consistent with the criteria of 20.68.150, conditional uses, and major project permits subject to Chapter 20.88.

(5) Expansions below the threshold are permissible with approval of a master site plan consistent with WCC 20.74.060 and consistent with applicable project permits per Chapter 22.05.

(6) Incidental increases in refinery capacity or transshipment capacity related to normal safety or process improvements that do not exceed 1% of throughput for the prior three-year period as calculated under subsection (3) shall not require new major project permits or conditional use permit approval and shall not trigger greenhouse gas mitigation requirements until they cumulatively exceed 1% of refinery throughput.

COUNCILMEMBER BROWNE’S PROPOSED AMENDMENTS (DISTRIBUTED @ NOON ON JULY 23, 2019) TO THE JULY 16 POTENTIAL CHERRY POINT CODE AMENDMENTS PREPARED BY CASCADIA LAW GROUP

20.74.055 Prohibited uses.

Prohibited uses shall be the same as those prohibited in the Heavy Impact Industrial District, Chapter 20.68 WCC and the following:

(1) New piers, docks, or wharves.

(2) Conversion of Renewable Fuels Facilities and Transshipment Facilities to fossil fuel facilities unless a new permit is issued under the conditions applicable for increases in capacity for fossil fuel facilities in Chapter 20.68

20.74.115 Change of Use of Renewable Fuels Facilities

A change of use of a Renewable Fuels Facilities and Transshipment Facilities to fossil fuel facilities unless a new permit is issued under the conditions applicable for increases in capacity for fossil fuel facilities in Chapter 20.68

22.05.125 Proof of insurance for hazards created in the County

At the time of Type I, II, III, or IV applications addressing production capacity or storage tank increases at fossil fuel refineries, fossil fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities, the applicant shall (1) provide proof of insurance or other financial security acceptable to the prosecuting attorney, and (2) a Parent Company Corporate Guarantee –to cover loss or damages to the County and to County residents from any fire, explosion, spill or other incident from operations of the refinery or from transport of raw materials or finished products within the boundaries of Whatcom County. This requirement shall also be met for Type I changes in use from fossil fuel refineries or transshipment facilities to renewable fuel refineries or transshipment facilities. The required policies and Parent Company Corporate Guarantee shall contain the following Coverage Terms:

(1) Insureds: The Primary Named Insured shall include the Permitted Entity(ies). The County shall be included as additional Insured and shall be provided complete copies of applicable insurance policies and endorsements.

(2) Insuring Agreements: Insurance shall pay on behalf of the Insured for loss from third-party bodily injury, property damage or environmental remediation and restoration expenses resulting from sudden pollution conditions commencing on or after the Permit effective date, either:

(a) emanating from and beyond the boundaries of a Permitted Facility, or

(b) arising from materials or waste during transportation to or from a Permitted Facility.

(3) Policy Limits: Policy limits shall be no less than \$100 million for each Loss / total for all Losses. The required limits may be revised periodically by the County based on factors including inflation adjustments and Permit- or Facility-specific risks.

(4) Policy Deductibles: If the Policy has a deductible, the Insurer shall be liable for the payment of amounts within any deductible or self-insured retention amount applicable to the policy, with a right of reimbursement by the Insured for any such payment made by the Insurer. If the Policy has a self-insured retention (SIR) amount, the Primary Named Insured shall declare how it intends to provide a financial assurance to the County for such SIR amount, where acceptable forms of financial assurance are letters of credit and certificates of deposit.

(5) Term and Cancellation Notice:

(a) Insurance shall be carried for the lifetime of the fossil fuel refineries, fossil fuel transshipment facilities, renewable fuel refineries, or renewable fuel transshipment facilities.

(b) Cancellation of the insurance, whether by the Insurer, the Insured, or other entity having an insurable interest in and obtaining insurance on behalf of the owner or operator of the Permitted Facility, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the County as evidenced by the return receipt.

(6) Bankruptcy: Bankruptcy or insolvency of the Insured shall not relieve the Insurer of its obligations under the policy.

(7) Choice of Law and Forum: The Policy shall not specify that the laws of a state other than the State of Washington apply in the event of any dispute regarding the validity or formation of the Policy or the meaning, interpretation or operation of any term, condition, definition or provision of the Policy. Policies may remain silent on choice of law and forum.

COUNCILMEMBER BROWNE’S PROPOSED AMENDMENTS (DISTRIBUTED @ NOON ON JULY 23, 2019) TO THE JULY 16 POTENTIAL CHERRY POINT CODE AMENDMENTS PREPARED BY CASCADIA LAW GROUP

(8) Insurance Company Financial Strength – Minimum Rating: The Insurer shall meet or exceed a Financial Strength Rating from A.M. Best of “A” (Excellent) with a minimum Financial Size Category of XIV and a “Stable” or stronger Outlook, or the equivalent from another major financial rating agency.

(9) Definitions: For the purposes of this section, terms are defined as follows:

(a) Permitted Facility: Permitted Facility means a location identified in the applicable County Permit, including any fixed conveyances such as pipelines and terminal distribution systems.

(b) Loss shall include:

(i) monetary awards or settlements of compensatory damages; and

(ii) where allowable by law, punitive, exemplary, or multiple damages; and

(iii) civil fines, penalties, or assessments.

(c) Pollution conditions shall include discharge, dispersal, release or escape, including by fire or explosion, of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, petroleum hydrocarbons, smoke, vapors, soot, fumes, acids, alkalis, or other chemicals.

(d) Sudden pollution conditions may be defined by reasonable time-limits for discovery and reporting to the insurer.

(e) Transportation shall include movement by any vehicle or mode of transit including automobile, railway or watercraft, including loading, temporary placement during transit prior to final delivery, or unloading, of materials or waste, either:

(i) intended for delivery to a Permitted Facility, or

(ii) being sent from a Permitted Facility.

10 The Parent Company Corporate Guarantee shall provide coverage for loss or damages to the County and to County residents for any amount payable in excess of the available insurance coverage.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-429

File ID:	AB2019-429	Version:	1	Status:	Agenda Ready
File Created:	07/30/2019	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Appointment to the Homeless Strategies Workgroup, representing a homeless advocate

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Appointment to the Homeless Strategies Workgroup, representing a Homeless Advocate; applicants: Lynn Allen, America Bible, Debbie Fecteau, Jennifer Mansfield, Russ Sapienza, Kathy Stanford, and Markis Stidham. The purpose of the Homeless Strategies Workgroup is to identify additional temporary winter shelters and added capacity for year round shelters, as well as identify ways to address the needs of the county's homeless population and prevent people from having no other option than to sleep outside.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Homeless Advocate Applications

Homeless Strategies Workgroup

Appointment of Member representing a Homeless Advocate

August 7, 2019 Whatcom County Council Meeting

Applicants:

- Lynn Allen
- America Bible
- Debbie Fecteau
- Jennifer Mansfield
- Russ Sapienza
- Kathy Stanford
- Markis Stidham



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Lynn Allen Date: July 31, 2019
Street Address: 1213 Whatcom St #32
City: Bellingham, WA Zip Code: 98229
Mailing Address (if different from street address): same
Day Telephone: 360-946-1682 Evening Telephone: same Cell Phone: same
E-mail address: vibrantlongevity@gmail.com

1. Name of board or committee—**please see reverse**: Homeless Strategies Workgroup
2. You must specify which position you are applying for.
Please refer to vacancy list. Homeless Advocate
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) Not sure. () yes () no
4. Which Council district do you live in? (X) One () Two () Three () Four () Five
5. Are you a US citizen? (X) yes () no
6. Are you registered to vote in Whatcom County? (X) yes () no
7. Have you ever been a member of this Board/Commission? () yes (X) no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? () yes (X) no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? () yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
I'm a former schoolteacher. I have a Bachelor's in Physical Education, University of Iowa. MA in dance, Mills College. Internship in Movement Therapy, Philadelphia State Hospital. I've been a peace & human rights activist here - 41 years.
11. Please describe why you're interested in serving on this board or commission: I research and volunteer, post on FB and write articles advocating for the homeless. I've volunteered with Homes Now - Bellingham for over two years, going to many City & County Council meetings. I have a passionate but balanced way of working with the people, brgs & agencies.

References (please include daytime telephone number):
Jim Peterson, Doug Gustafson, Mark's Doe, JC Mansfield, Lisa Pepp, Dena Louise, Dana Briggs + many more.
Signature of applicant: Lynn Allen

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.

From: [Jennifer Schneider](#)
To: [Cathy Halka](#)
Subject: FW: Link to add to Lynn Allen's application
Date: Wednesday, July 31, 2019 9:33:01 AM

From: Lynnette Allen [mailto:vibrantlongevity@gmail.com]
Sent: Wednesday, July 31, 2019 9:27 AM
To: Jennifer Schneider
Subject: Link to add to Lynn Allen's application

Here is the link to one of two articles I wrote for Whatcom Watch about helping the homeless in Bellingham during the freezing weather.

The first one was in the March issue and this one was in the May, 2019, issue.

Please add this to my application.

<https://whatcomwatch.org/index.php/article/rescuing-all-of-the-homeless/>

Thank you

So..keep calm and tap dance!

Lynnette

vibrantlongevity@gmail.com
lynnette@homesnow.org

Lynnette Allen is my page on FB

I admin the groups -
Friends who voted for Bernie Sanders
Creating the News We Want!
Celebrating a World That Works for All
People's Freedom to Prosper Peacefully
Winter Haven Tent Encampment

Cell: 360-966-1682

I am a catalyst and coordinator for Conscious Community connection and collaboration.

Nonjudgment Day is near.

Whatcom Watch Online

*A community forum on government,
environmental issues and media*

Rescuing ALL of the Homeless

by Lynnette Allen

I interviewed Markis Dee and JC Mansfield, who helped find and transport homeless people to shelter in Bellingham during the weeks of freezing weather in February, and going into March of 2019.

So many were escorted to shelter by the HomesNOW vans and the volunteers — who helped to rent more vans, provide lots of supplies, and finally provide vouchers for hotel and motel rooms. This included people on the streets, people in their own camps or under bridges or even at the hospital where they found themselves out in the cold again after treatment for illnesses, frostbite, and, in one case, a fracture.

Many of the Winter Haven tent community residents participated in this rescue, and they themselves were given vouchers for motel rooms by HomesNow during the weeks of freezing weather. Four residents have been helped to find housing so far, and more residents have arrived.

The Fountain Community Church and the Bellingham Public Library offered shelter to women who made application through the Lighthouse Mission and were approved. And a church in the county did a great job of providing shelter during the coldest week. HomesNow volunteers asked for this help and also transported the homeless still out in the cold to the church in the evening and back to town each morning.

After much outcry from the public, there were finally two emergency warm-up centers opened for men only, one by the city at the Maritime Heritage Park building and one by the county at the Garden Room at 322 N. Commercial Street. Each stayed open for only a few days. This short relief was appreciated by everyone involved. But was started too late and shut down too soon to really address the need for shelter.

JC Mansfield is continually urging the city and county to action: “Not establishing adequate public resources for every demographic of unhoused persons means choosing to let people risk their health and lives. This lack of responsiveness has devastating repercussions. Inaction in past years has resulted in a terrible death count of lives lost. We have a devastating record of allowing people to freeze to death or cause harm to themselves and/or others when using unsafe means attempting to stay warm.”

Often women, couples, and families, many of whom are working, or have been working for years here fall through the cracks of the system as it now functions — and that is documented by the many who have been speaking up at recent City and County Council meetings.

The Interfaith Coalition, which now includes 41 churches and the Peace Health Clinic, is developing a growing “Family Promise” program that is helping families stay together by offering sanctuary, meals and mentoring.

The families that apply and are approved for the program can stay several weeks — moving each week to a sanctuary offered by participating churches. Volunteers from these churches help them make choices and apply to agencies offering help.

A Bellingham resident, a volunteer working with Homes Now, Not Later's one-on-one program, has finally helped find housing for one family. She reported (in early March), "It was snowing tonight, again. People are out on the street and it is cold. Somehow, our collective consciousness has managed to keep one family off of the street since February 3, 2019. We have spent so much money housing them in a hotel; can you not see how we could have spent that on a real home to move into? Now we know, when there is a serious intention, we can create miracles."

The sacrifice of health, energy, funds, and, most of all, the heartbreak experienced by so many volunteers in Bellingham, is the untold story that needs to be honored. They have demonstrated a better way to care for the homeless in freezing weather.

It looks like it will take a lot of getting together — volunteers of nonprofits, churches and local government agencies — to prepare adequately for emergencies in the future. I believe it is possible.

Lynnette Allen went to the University of Iowa and then to Mills College. Lynnette taught physical education and modern dance and specialized in movement therapy. Later, she studied nonviolent communication. Lynnette loves to teach and write — and her favorite subject is consciousness. She's a dedicated human rights activist, and recently she's enjoyed volunteering with HomesNOW!.

Bookmark the [permalink](#).

Whatcom Watch Online

Proudly powered by WordPress.

From: noreply@civicplus.com
To: [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NaDean Hanson](#); [Cathy Halka](#)
Subject: Online Form Submittal: Board and Commission Application
Date: Friday, July 26, 2019 4:09:59 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	America
Last Name	Bible
Today's Date	7/26/2019
Street Address	3034 Key Pl
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?	Field not completed.
Primary Telephone	8152101750
Secondary Telephone	360-398-6201
Email Address	abible1210@att.net

Step 2

1. Name of Board or	Homeless Strategies Workgroup
---------------------	-------------------------------

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

[current resume.edited by Pam.docx](#)

9. Please describe your occupation (or former

Licensed Real Estate Managing Broker (Illinois) 1981-present-active license but retired

occupation if retired), qualifications, professional and/or community activities, and education	Habitat for humanity as a Family Advocate -Joliet, Illinois Associate in Business Administration-Benedictine University- Lisle, Illinois Baccalaureate in Criminal Justice -Benedictine University - Lisle, Illinois
---	--

10. Please describe why you're interested in serving on this board or commission	Homelessness is an ever-increasing dilemma, mostly due to a lack of economic prosperity and people need help. I feel that my life experience and the background will be a useful tool in this program.
--	--

References (please include daytime telephone number):	Evelyn Benders 1-815 768-9109 Susan Milewski - 1-815-366-9262
---	--

Signature of applicant:	America Davila Bible
-------------------------	----------------------

Place Signed / Submitted	Sedro Woolley
--------------------------	---------------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

America Bible
3034 Key Place
Sedro Woolley, Washington 98284

Objective

Seeking an opportunity to transition from real estate to the Criminal Justice advocacy field.

Summary

Advocate with experience working with families and children to meet their immediate and long term needs, which have been my lifelong passion. Bilingual in English and Spanish.

Education

2017

Benedictine University
Lisle, Illinois

Bachelors of Arts in Criminal Justice

➤ Cum Laude

➤ Certificate of Completion by the National Institutes of Health (NIH)

2017

Associate of arts in Business Administration with Honors

2014

Professional Experience

Habitat for Humanity from 2005 to 2016

Family Advocate

Will County, Illinois

- Interview families to gather pertinent confidential information
- Determine basic or immediate housing needs
- Gather information to present to the board for approval
- Create budgets and Plans for families when necessary

Licensed Real Estate Agent / Broker / Managing Broker

Retired

- Provided budget analysis for families to prepare them for the home buying process or selling process.
- Assisted with families to create budgets or credit clean up

Federal Law Enforcement Training Center

1999 to 2000

RAMCOR

- Assisted lead instructors with training law enforcement officers from all agencies under the Department of Justice

Community Service

Senior Citizens Center – Developed buyers and sellers seminars. Children's Children's Miracle Network, Toys for Tots, N.A.H.A.O (National Association of Hispanic American Officers) R. O. T. C. and Youth Motivation Work Shops – **Participated in fundraisers**

Notary Public since 1978

From: noreply@civicplus.com
To: [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NaDean Hanson](#); [Cathy Halka](#)
Subject: Online Form Submittal: Board and Commission Application
Date: Friday, July 26, 2019 8:46:05 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Debbie E
Last Name	Fecteau
Today's Date	7/26/2019
Street Address	2925 Vining Street
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	P.O. Box 30996, Bellingham 98228
Primary Telephone	661-433-6008
Secondary Telephone	Field not completed.
Email Address	debbiefecteau@gmail.com

Step 2

1. Name of Board or Committee	Homeless Strategies Workgroup
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>

I am an audio engineer. I have volunteered with homeless

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	organizations since I lived in NY in the 1980s, then in Los Angeles in the 90s until moving here. Locally I have volunteered with the Lighthouse Mission and the Opportunity Council. I have a heart for the homeless and believe I can be helpful in this capacity.
10. Please describe why you're interested in serving on this board or commission	As I said above, I have a heart for the homeless and believe I can be helpful in this capacity. It isn't about just the people on the street, but the children and families. I believe in helping others, but I also believe in helping at home first before reaching out beyond our own community. If we can't help ourselves here, how can we possibly reach out outside our own community? Thank you!
References (please include daytime telephone number):	Bliss Goldstein 360-739-1685 Melodie Hildebrand 360-421-9023
Signature of applicant:	Debbie E Fecteau
Place Signed / Submitted	Bellingham, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NaDean Hanson](#); [Cathy Halka](#)
Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, July 25, 2019 8:59:54 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Field not completed.
-------	----------------------

First Name	Jennifer
------------	----------

Last Name	Mansfield
-----------	-----------

Today's Date	7/25/2019
--------------	-----------

Street Address	2621 W Maplewood Ave Apt 313
----------------	------------------------------

City	Bellingham
------	------------

Zip	98225
-----	-------

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
--	----------------------

Primary Telephone	360-441-2601
-------------------	--------------

Secondary Telephone	360-223-9818
---------------------	--------------

Email Address	Countrygirlinnw@gmail.com
---------------	---------------------------

Step 2

1. Name of Board or	Homeless Strategies Workgroup
---------------------	-------------------------------

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	<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?	Yes
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 occupation (or former	AAS Legal Admin Asst. Volunteer office support for Homes NOW Not Later. Citizen outreach winter 2018/2019.

occupation if retired),
qualifications,
professional and/or
community activities,
and education

10. Please describe
why you're interested
in serving on this board
or commission

It is important to identify public access points and method of
public communication for our at-risk populations.

References (please
include daytime
telephone number):

Bea Acland 360-319-2601

Signature of applicant:

Jennifer Christine Mansfield

Place Signed /
Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Russ Sapienza Date: 7/26/19
Street Address: 1201 N. Garden St. Apt. A-3
City: Bellingham Zip Code: 98225
Mailing Address (if different from street address): P.O. Box 1508, Bellingham WA 98227
Day Telephone: 360-738-3189 Evening Telephone: " Cell Phone: 360-521-5371
E-mail address: sapienza64@yahoo.com

1. Name of board or committee—**please see reverse**: Homeless Committee
2. You must specify which position you are applying for.
Please refer to vacancy list. Member
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) ☒ yes ☐ no
4. Which Council district do you live in? ☐ One ☐ Two ☐ Three ☐ Four ☐ Five
5. Are you a US citizen? ☒ yes ☐ no
6. Are you registered to vote in Whatcom County? ☒ yes ☐ no
7. Have you ever been a member of this Board/Commission? JUL 26 2019 ☐ yes ☒ no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ☐ yes ☒ no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ☐ yes ☒ no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
I am a Board Member of NAMI-Whatcom, Developmental Disabilities Adm. Board, and Sehome Neighborhood Assn, as well as a representative of the Mayor's Neighborhood Advisory Committee. I have volunteered in Project Homeless Connect + Point In Time Count
11. Please describe why you're interested in serving on this board or commission: I would like to delve further into assisting with the housing situation here in Whatcom County

References (please include daytime telephone number): Kwt Ingram (360-720-4168)
Kim Sauter (360-671-4950)

Signature of applicant: Russell S Sapienza

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

From: noreply@civicplus.com
To: [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NaDean Hanson](#); [Cathy Halka](#)
Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, July 25, 2019 5:37:35 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Kathy
Last Name	Stanford
Today's Date	7/26/2019
Street Address	1322 Birch Bay Lynden RD
City	Ferndale
Zip	98248
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	360-201-3267
Secondary Telephone	360-354-6524
Email Address	kathystanford@kw.com

Step 2

1. Name of Board or	Homeless Strategies Workgroup
---------------------	-------------------------------

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	<i>Field not completed.</i>
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I am an Independent agent with Keller Williams Western Realty, also my husband and I jointly own Rescom NW construction, a residential and commercial construction company.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to	<i>Field not completed.</i>

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am currently an independent Realtor in Whatcom county and have been for 6 years. Prior to this, I was a Pharmacy Technician for 26 years with Fairway Drug. I am a member of the Lynden Chamber of commerce and currently serve on the board of Directors. I have previously served on the Board of Directors for the Birch Bay Music Festival, a three day event to benefit local animal rescue.
---	---

10. Please describe why you're interested in serving on this board or commission	As a Realtor, the homeless situation in our county is very evident in my daily life. The joy I see from my clients when they are able to purchase their first home is one of the biggest reasons I love what I do. I would like to see everyone have the opportunity of a warm bed and a space to call their own.
--	---

References (please include daytime telephone number):	Jerry Koehler-360-354-1226 Annette Richardson-360-510-7717 Rob Shields-360-820-8875
---	---

Signature of applicant:	Kathy Stanford
-------------------------	----------------

Place Signed / Submitted	Ferndale, WA
--------------------------	--------------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Ben Glassett](#); [Jill Nixon](#); [Suzanne Mildner](#); [Kristi Felbinger](#); [Dana Brown-Davis](#); [Executive](#); [NaDean Hanson](#); [Cathy Halka](#)
Subject: Online Form Submittal: Board and Commission Application
Date: Thursday, July 25, 2019 5:37:24 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Field not completed.
-------	----------------------

First Name	Markis D
------------	----------

Last Name	Stidham
-----------	---------

Today's Date	7/25/2019
--------------	-----------

Street Address	5569 Mt.Baker Hwy.
----------------	--------------------

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	360-393-8289
-------------------	--------------

Secondary Telephone	Field not completed.
---------------------	----------------------

Email Address	Opencarryhammers@yahoo.com
---------------	----------------------------

Step 2

1. Name of Board or	Homeless Strategies Workgroup
---------------------	-------------------------------

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former

I've been in Whatcom County since 1984 and have worked as commercial fisherman and Carpenter all of my adult life. I have

occupation if retired),
qualifications,
professional and/or
community activities,
and education

taken part in different environmental and social advocacies over the years. Like so many people I tend to be attracted to the advocacies which I feel the most deeply about, and being a fisherman , was really drawn to environmentalism. And being someone who is on his own at 14 living in a tiny Shack on Lummi Island, I can tell you what it's like to be on the edge of homelessness for the first several years that I lived there.

10. Please describe
why you're interested
in serving on this board
or commission

As I had previously stated, I have a history of living in the tiny housing that used to be available in Whatcom County in the late 80s and even in the small pockets in the early 90s. That type of housing actually helped me to become a man among men in a small fishing Village where I fed a nation from my subsidized housing.

This experience has made me a huge advocate of tiny house Solutions in the housing first model. So when I met Jim Peterson of homes now not later, I knew that I needed to be involved with that program, because it was a program that had worked for me, and used to be here in Whatcom County all along...

I see it as the missing housing that everyone is talking about. In my time with homes now I quickly became an independent advocate of servicing the unhoused population Whatcom County in the streets where they live. I designed and oversaw the construction of the ShowersNow shower truck with which our group has been servicing the homeless population for over a year, and in that process we have given somewhere in the neighborhood of 1600 showers.

In February of 2019, myself and my fiance saw that there was a dire need in the streets and answered it by going out into the streets in a terrible blizzard that had inundated Bellingham.

Our efforts quickly and organically blossomed into a giant operation in cooperation with homes now which sheltered over a hundred and fifty people within Bellingham City Limits, who were unable or unwilling to go to the current shelters available.

We delivered people to the shelters until the shelters were full.

Saint Joseph Hospital emergency room had my number and called me personally at least 10 times to come and pick up people who were being discharged.

With the cooperation of homes now we launched an organic effort to get funding to House people in hotel rooms all over Bellingham.

The money raised in this period was around \$30,000 during the 6-week emergency.

Also during this time we, in cooperation with a church in Northern Whatcom County, opened up our own no barrier unisex shelter, and we kept it open for about 8 days with our maximum occupancy somewhere around 35 souls.

There were no problems they could not easily be contended with. There was no need to call the police ever during that Sheltering.

We petitioned the city the county to help us to provide emergency shelter, with varying success, including the temporary

emergency men's shelter that we influenced the city to open at Maritime Heritage Park that lasted for three days. Followed by the County run shelter at the Garden Room which I believe ran for about a week.

The Staffing for that particular shelter was a mixture of citizen volunteers, city , and county staff members, including County Executive and many different Council persons. Both of these shelters were men's only facilities, and were still not enough to fulfill the need on the street.

Is my heartfelt goal to find the resources within our government structure to get this vital work done and more, without putting our citizens at such great risk. That is a priority for me.

I have recently submitted the paperwork for a new 501 c 3 nonprofit named Hearts and Homes.

Our focus is mobile Outreach oriented, with room to grow as is needed , with the eventual goal of getting everyone safely and healthily sheltered in our area.

In brief, I see homelessness as completely solvable.

I have many different solution-based ideas for our County and the City of Bellingham, and I can't wait to share these ideas with a group dedicated do the same cause as me.

References (please
include daytime
telephone number):

Amy Glasser MSW (social worker)
360.820.0633
Jim Peterson .President Homesnow not Later
360.319.2150
Douglass Gufstafson . Technical director, homesnow not later
360.224.3727
JC Mansfield Homesnow administration
360.223.9818

Signature of applicant:

Markis D. Stidham

Place Signed /
Submitted

Deming WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-419

File ID:	AB2019-419	Version:	1	Status:	Agenda Ready
File Created:	07/24/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	08/07/2019			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 11, in the amount of \$986,542

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #11 requests funding from the General Fund:

1. To appropriate \$10,000 in Sheriff to fund Crisis Negotiations Team training
2. To appropriate \$23,363 in County Clerk to fund transfer of prior year Crime Victim Penalties to Victim Witness Fund
3. To appropriate \$45,018 in Non-Departmental to fund What-Comm E911 operations grant program

From the Behavioral Health Programs Fund:

4. To appropriate \$30,611 in Health to fund GRACE program software
5. To appropriate \$180,775 in Health to fund GRACE program activities from North Sound ACH and City of Bellingham funding
6. To appropriate \$96,500 in Health to fund behavioral health prevention services

From the Public Utilities Improvement Fund (EDI):

7. To appropriate \$600,275 to fund Bellingham Housing Authority Samish Way Urban Village

HISTORY OF LEGISLATIVE FILE

Date:

Acting Body:

Action:

Sent To:

Attachments: Ordinance

**ORDINANCE NO.
AMENDMENT NO. 11 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	10,000	-	10,000
County Clerk	23,363	-	23,363
Non-Departmental	45,018	(45,018)	-
Total General Fund	78,381	(45,018)	33,363
Behavioral Health Programs Fund	307,886	(180,775)	127,111
Public Utilities Improvement Fund (EDI)	600,275	-	600,275
Total Supplemental	986,542	(225,793)	760,749

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

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. 11				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff	To fund Crisis Negotiations Team training.	10,000	-	10,000
County Clerk	To fund transfer of prior year Crime Victim Penalties to Victim Witness Fund.	23,363	-	23,363
Non-Departmental	To fund What-Comm E911 operations grant program.	45,018	(45,018)	-
Total General Fund		78,381	(45,018)	33,363
Behavioral Health Programs Fund				-
Health	To fund GRACE program software.	30,611	-	30,611
Health	To fund GRACE program with NorthSound ACH funding	40,775	(40,775)	-
Health	To fund GRACE program with City of Bellingham funding.	140,000	(140,000)	-
Health	To fund behavioral health prevention services.	96,500	-	96,500
Total Behavioral Health Programs Fund		307,886	(180,775)	127,111
Public Utilities Improvement Fund (EDI)	To fund Bellingham Housing Authority Samish Way Urban Village	600,275	-	600,275
Total Supplemental		986,542	(225,793)	760,749

Supplemental Budget Request

Status: Pending

Sheriff

Administration

Suppl ID # 2760

Fund 1

Cost Center 2922

Originator: Jacque Korn / Dawn Pierce

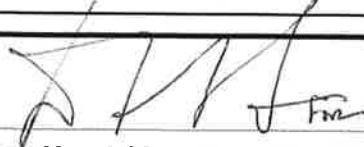
Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Crisis Negotiation Team (CNT) Training 2019

X



7-22-19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6780	Travel-Educ/Training	\$7,000
	7110	Registration/Tuition	\$3,000
	Request Total		\$10,000

1a. Description of request:

Members of the Sheriff's Office Crisis Negotiation Team (CNT) will attend the Western States Hostage Negotiators' Association (WSHNA) annual conference as well as other applicable crisis intervention training.

1b. Primary customers:

Whatcom County Sheriff's Office Deputies and citizens

2. Problem to be solved:

The Crisis Negotiation Team (CNT) is a component of the Sheriff's Office Special Response Team that responds to incidents where enhanced capabilities are needed to deal with high-risk situations such as: barricaded subjects, hostage situations, counter-terrorism response, active shooter incidents, and any unusual occurrences within the jurisdiction of the Sheriff's Office.

It is essential that the CNT deputies receive training to keep in compliance with best recommended practices for crisis negotiations in order to safely resolve high risk/crisis situations while minimizing the potential for injury or loss of life.

3a. Options / Advantages:

The Health Department included an operating transfer from the Behavioral Health Fund to the Sheriff's Office in the 2019 budget specifically for the CNT to attend this annual training event.

3b. Cost savings:

4a. Outcomes:

Members of the Crisis Negotiation Team will receive current training and be better able to respond to high risk situations.

4b. Measures:

5a. Other Departments/Agencies:

Health Department has provided funds for this training.

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

6. Funding Source:

These training expenses are covered by an operating transfer in from the Behavioral Health Fund already included in the budget.

Monday, July 22, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

County Clerk

Suppl ID # 2759

Fund 1

Cost Center 3150

Originator: M Caldwell

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Transfer prior year Crime Victim Penalties

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$23,363
	Request Total		\$23,363

1a. Description of request:

Request funding authority to transfer the 2018 amount of crime victim penalties collected in the General Fund to the Victim-Witness Fund in accordance with E2SHB 1783 that became effective June 7, 2018.

1b. Primary customers:

Victims of crimes and witnesses to crimes.

2. Problem to be solved:

E2SHB 1783 became effective June 7, 2018. Crime victim penalties are assessed at the following amounts:

\$500 in the case of a felony or gross misdemeanor

\$250 in the case of a misdemeanor

\$100 for serious juvenile offenses

Prior to June 7, 2018, crime victim penalty collections were split 32% to the State General Fund, 50% of the remaining 68% to the County General Fund and the other 50% to the Victim-Witness Fund. E2SHB changed the allocation to 100% to the Victim-Witness Fund for all penalties collected after June 7, 2018. Unfortunately the Washington State Administrative Office of the Courts (AOC) was unable to implement this change due to problems programming the change into the Court's Odyssey software system. Tyler Technologies was finally able to program and implement a script into the software at the end of May, 2019. Based on the report for the period of June 7, 2018 through the end of May 2019 we were able to determine that \$23,363 of 2018 County Clerk revenues should have been recorded in the Victim Witness Fund instead of the General Fund. This transfer will put the 2018 amounts received into the proper fund.

The State has already remitted the 32% that erroneously went to the State General Fund and Finance will do fund adjustments to move the 2019 funding that erroneously went to the General Fund over to the Victim Witness Fund.

3a. Options / Advantages:

Victim witness penalties are restricted funds, by law we must place them in the proper fund.

3b. Cost savings:

None, this will decrease General Fund balance by the amount of the transfer.

4a. Outcomes:

The increase in victim witness funding has enabled the Prosecuting Attorney's Office to add another Victim Witness Coordinator and expand its Victim Witness Program.

4b. Measures:

Prosecuting Attorney should be able to report on the Victim Witness Program outcomes

5a. Other Departments/Agencies:

Thursday, July 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

County Clerk

Suppl ID # 2759

Fund 1

Cost Center 3150

Originator: M Caldwell

Finance will initiate the transfer.

Prosecuting Attorney's Victim Witness Unit will receive the funding it needs to support the additional Victim Witness Coordinator position supported by the increased penalty collections.

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

Budget Analyst in Finance will initiate the transfer and fund adjustments needed to move the funding.

6. Funding Source:

Crime Victim Penalties erroneously deposited in the General Fund

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 2772

Fund 1

Cost Center 4291

Originator: Suzanne Mildner

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: What-Comm E911 Operations 2019-20

X

Department Head Signature (Required on Hard Copy Submission)

Date

7.22.19

Costs:	Object	Object Description	Amount Requested
	4334.0182	State Enhanced 911 Funds	(\$45,018)
	7220	Intergov Subsidies	\$45,018
	Request Total		\$0

1a. Description of request:

This request is for the annual state-funded pass-through grant from the Washington State Military Department to reimburse the What-Comm Communications Center for eligible operating expenditures under WAC 118-66-050 (eligible professional development and operational expenses)

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 way of pass-through from the local county government. A subrecipient agreement will be signed with City of Bellingham.

3a. Options / Advantages:

The intergovernmental grant agreement is a vehicle for accessing this fund source. The acceptance of these grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:

N/A

4a. Outcomes:

911 service cost reductions for our community due to state subsidies

4b. Measures:

N/A

5a. Other Departments/Agencies:

City of Bellingham, What-Comm Communications

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 # 2761

Fund 124

Cost Center 124119

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Behavioral Health Funds for GRACE Software

X

Regina A. DeLa...

7/27/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6625	Software Maint Contracts	\$25,334
	8351	Operating Transfer Out	\$5,277
	Request Total		\$30,611

1a. Description of request:

We are requesting increased expenditure authority from the Behavioral Health Fund to purchase software for the GRACE (Ground-level Response and Coordinated Engagement) program. This software will enable multiple Whatcom County departments such as Emergency Medical Services (EMS), Law Enforcement, and the hospital to share patient/clinical information with each other and with service providers. We are also requesting expenditure authority to cover health department administrative costs.

1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE members. GRACE members are individuals who frequently utilize the crisis response systems (both criminal justice and medical) as well as the hospital emergency department in inappropriate ways.

2. Problem to be solved:

Individuals who are high utilizers of crisis response system require a team of professionals that can provide intensive services in a pre-planned and coordinated fashion. We currently lack a method of sharing GRACE specific patient/clinical information across our health, first response and criminal justice system.

3a. Options / Advantages:

The software will be the vehicle through which important member information is shared in a timely manner in order to facilitate optimal coordinated health care. The software will also collect data that will aid the performance management activities of GRACE and provide the community with program outcome information on the expected positive return on investment of GRACE services.

3b. Cost savings:

The county will realize savings by reducing the frequency and inappropriate use of the crisis system by GRACE members. The software program will facilitate timely information exchange and data analysis, which will improve efficiencies in service delivery and effective in-field interventions.

4a. Outcomes:

The GRACE program began operation in September 2018. The program has the capacity to serve 80 members at any given time. To date, 120 members have received services through GRACE and 31 of them have already "graduated" from the program as a result of significant reduction or elimination of 9-1-1 calls and responses. With the use of comprehensive software, we anticipate better outcomes for the members resulting in an even further decrease in the need for emergency services.

4b. Measures:

We will track partner utilization of the Case Management and data collection/analysis features of the software to gauge the effectiveness of the system. GRACE program outcome measures include reduction

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2761

Fund 124

Cost Center 124119

Originator: Kathleen Roy

in crisis response calls, Emergency Department visits, law enforcement responses and jail bookings for GRACE members.

5a. Other Departments/Agencies:

Emergency Medical Services, Jail, Law Enforcement agencies, the hospital and multiple treatment and social service agencies.

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

n/a

6. Funding Source:

This request will be funded using the Behavioral Health Fund balance. We may also be receiving other community donations in support of this project but do not have them contracted at this time.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2763

Fund 124

Cost Center 124118

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: North Sound ACH Funds for GRACE

X

Regina A. Dela

7/23/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9330	Medicaid Transformation	(\$40,775)
	6610	Contractual Services	\$33,746
	8351	Operating Transfer Out	\$7,029
	Request Total		\$0

1a. Description of request:

We are requesting additional expenditure authority to expand support for the GRACE (Ground-level Response and Coordinated Engagement) program. This new revenue received from the North Sound Accountable Communities of Health will be used to increase the availability of nurse practitioner services in our existing GRACE contract with SeaMar Community Health Center. The GRACE program provides intensive outreach and engagement services to individuals with complex challenges who frequently utilize crisis response systems. We are also requesting expenditure authority to cover Health Department administrative costs in the General Fund.

1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE members. GRACE members are individuals who frequently utilize the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department in inappropriate ways.

2. Problem to be solved:

Individuals who frequently utilize the crisis response system have complex health care needs. Current program staffing levels for medical evaluation and follow up are insufficient. This results in longer wait times for GRACE members and less than optimal program outcomes.

3a. Options / Advantages:

By increasing the availability of medical services we will be able to respond more rapidly to GRACE members in crisis which will reduce the cost and burden to the community's crisis response systems while improving the health and well-being of the GRACE members.

3b. Cost savings:

The county will realize savings by reducing the frequency of inappropriate use of the crisis system by GRACE members, the costs of which are borne by the county. Additionally, this new revenue reduces the need for expenditure of county Behavioral Health Fund revenue.

4a. Outcomes:

The GRACE program has been operational formally since September 2018. The program can currently serve 80 members at any given time. To date, 120 members have received services through GRACE and 31 of them have already "graduated" from the program as a result of significant reduction or elimination of 9-1-1 calls and responses. With the increase in the availability of medical services, we anticipate better outcomes for the members resulting in an even further decrease in the need for emergency services.

4b. Measures:

Measures include a reduction in crisis response calls, Emergency Department visits, law enforcement and

Tuesday, July 23, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2763

Fund 124

Cost Center 124118

Originator: Kathleen Roy

EMS responses, and jail bookings by GRACE members. Measures also include increased connections between GRACE members and ongoing support services.

5a. Other Departments/Agencies:

Local treatment and social service agencies are providing coordinated services, along with coordination with law enforcement, EMS, jail, and the hospital.

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

n/a

6. Funding Source:

The North Sound Accountable Community of Health provides this funding.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2766 Fund 124 Cost Center 124120 Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: City of Bellingham Funds for GRACE

X

Regina A. Dela

7/24/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4337.1001	City of Bham Support	(\$140,000)
	6610	Contractual Services	\$115,865
	8351	Operating Transfer Out	\$24,135
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to support the continued operation of the GRACE (Ground-level Response and Coordinated Engagement) program. The county recently entered into a cost-sharing agreement with the City of Bellingham to support contractual services for the GRACE program currently being provided by SeaMar Community Health Center. This request allows us to expend city revenue to cover the city's share of the program expenses. GRACE provides intensive outreach and engagement services to individuals with complex challenges who frequently utilize crisis response systems. We are also requesting expenditure authority to cover Health Department administrative costs.

1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE members. GRACE members are individuals who utilize at a high frequency the crisis response systems (both law enforcement and Emergency Medical Services (EMS) as well as the hospital emergency department in ineffective ways.

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, proactive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated fashion, 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. "Community Support 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 while improving the health and well-being of the GRACE members.

3b. Cost savings:

The county will realize savings by reducing the frequency of inappropriate use of the crisis system by GRACE members. Additionally, the county will utilize funding from various community partners to support the costs of the GRACE program.

4a. Outcomes:

The GRACE program has been operational formally since September 2018. Current program capacity can serve 80 members at any given time. To date, 120 members have received services through GRACE

Tuesday, July 23, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2766

Fund 124

Cost Center 124120

Originator: Kathleen Roy

and 31 of them have already "graduated" from the program as a result of significant reduction or elimination of 9-1-1 calls and responses. These individuals have been connected to ongoing services and supports that meet their needs in a comprehensive manner.

4b. Measures:

Measures include a reduction in crisis response calls, Emergency Department visits, law enforcement responses, and jail bookings by GRACE members. Measures also include increased connections between GRACE members and ongoing support services.

5a. Other Departments/Agencies:

EMS, Jail, Law Enforcement agencies, and the hospital. Multiple treatment and social service agencies are providing coordinated services.

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

n/a

6. Funding Source:

Funding for this request is provided by the City of Bellingham, a key partner in the GRACE program.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2769

Fund 124

Cost Center 124113

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Behavioral Health Prevention Services

X

Regina A. Delacruz

7/24/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$79,864
	8351	Operating Transfer Out	\$16,636
	Request Total		\$96,500

1a. Description of request:

We are requesting additional expenditure authority from the Behavioral Health Fund to support mental health promotion and substance use prevention services for Whatcom County youth. We currently provide support in all of the Whatcom County school districts for behavioral health prevention services. We received additional North Sound Accountable Community of Health (NSACH) funding in 2018. We are requesting authorization to use the funding during the remainder of 2019 to keep pace with the increased need for services experienced by the school districts. We are also requesting expenditure authority to cover Health Department administrative costs.

1b. Primary customers:

Youth and their families who are at potential risk for substance use disorders, behavioral problems, academic failure, or mental health disorders.

2. Problem to be solved:

There is an ever increasing need for behavioral health prevention service in our school districts. Youth who have experienced adverse experiences, learning problems, and social challenges are at higher risk for engaging in problematic behaviors that reduce their opportunities for positive growth and development. This creates "risk factors" that heighten the possibility for mental illness, substance use disorder, academic success, or productive lifestyles.

3a. Options / Advantages:

The Prevention programs and services provided with these funds develop "protective factors" that offset risk factors. Protective factors improve a youth's ability to achieve success in academics, career, and social interactions. As a result, criminal justice involvement and school failure are greatly reduced.

3b. Cost savings:

Evidence-based practices have demonstrated positive returns on investments (ROI), the exact amounts vary according to the practice employed. The Washington State Institute for Public Policy (WSIPP) has generated lists of the ROI for each program. Additional savings are experienced through the leveraging of state and federal grants with these dollars.

4a. Outcomes:

Evidence Based Practices and promising practices are implemented according to fidelity in designated areas of the county, providing effective services to youth and their families. Healthy Youth Survey results show improvement in many areas where these programs are employed.

4b. Measures:

Evidence Based Practices and other services are fully functional and community partners who are providing these services are providing regular reports on progress and outcomes.

Tuesday, July 23, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2769

Fund 124

Cost Center 124113

Originator: Kathleen Roy

5a. Other Departments/Agencies:

School districts, Prevention Coalitions, and community leaders.

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

n/a

6. Funding Source:

North Sound Accountable Community of Health (Behavioral Health Fund) funding received, but not spent, in 2018.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2754 Fund 332 Cost Center 332242 Originator: T. Helms

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: B'ham Housing Authority Samish Wy Urban Village

X

Department Head Signature (Required on Hard Copy Submission)

Date

7-15-19

Costs:	Object	Object Description	Amount Requested
	7220	Intergov Subsidies	\$600,275
	Request Total		\$600,275

1a. Description of request:

The Bellingham Housing Authority (BHA), a public body corporate and politic, has secured almost all financing and equity to construct a sixty-nine (69) unit mixed use housing mid-rise at the former Aloha Motel site on Samish Way. This project is the first phase of a planned two phase development that will include additional commercial spaces and 155 or more total housing units. This development requires significant street and right-of-way reconstruction, as well as reconfiguring electrical utilities.

1b. Primary customers:

Low and median income residents in the City of Bellingham and the City of Bellingham.

2. Problem to be solved:

The Samish Way Development includes a mixed use, mixed income, intergenerational development that meets and exceeds the goals of the City of Bellingham's Samish Way Urban Village subarea plan. This development is an important step towards transforming this auto-oriented district into a more connected neighborhood that encourages pedestrian activity. By revitalizing this well-frequented corridor, the development will help the overall economic growth in the area by attracting businesses and future development opportunities. Understanding the importance of integration between people and places, the proposed development will maintain careful consideration for the needs of tenants and surrounding neighborhood.

3a. Options / Advantages:

Initially, both an EDI Loan and Grant for more funding was requested. The Bellingham Housing Authority revised the initial request and applied for only loan in the amount of \$600,275 towards phase I of the construction project, which in total is \$22,634,902. All project funding has been secured.

Not redeveloping this property will delay the necessary improvements to encourage a vibrant and economically viable corridor.

3b. Cost savings:

N/A

4a. Outcomes:

Quantifiable outcomes of this development include expanding the tax base by establishing new businesses at this site and catalyzing additional private redevelopment in the area. Providing apartments that are affordable to a broad range of income will help stabilize the workforce by reducing residents' rent-burden, freeing up expendable income for other needs and discretionary spending. This can be measured in sales and business & occupation tax receipts and future building permits issued in the district.

4b. Measures:

The project will be constructed and will house low and median income residents.

Monday, July 15, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2754

Fund 332

Cost Center 332242

Originator: T. Helms

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Public Utilities Improvement Fund