<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>Cliff Strong</td>
<td>2/8/2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>Mark Paronius</td>
<td>2-16-16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>Sam Ryan</td>
<td>2-16-16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>Royce Buckingham</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>Jack Louws</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Briefing and discussion on Comprehensive Plan Chapter 11 (Environment) and Appendix G (Water Resources Program and Salmon Recovery Program).

**ATTACHMENT:**
1. Cover memo

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

**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.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to present an overview and discuss Comprehensive Plan Chapter 11 (Environment) and Appendix G (Water Resources Program and Salmon Recovery Program) with the Natural Resources Committee.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**
AB2016-047

**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.
Memorandum

TO: The Honorable Jack Louws, Whatcom County Executive
    The Honorable Whatcom County Council
FROM: Cliff Strong, Senior Planner
THROUGH: Mark Personius, Assistant Director
DATE: February 23, 2016
SUBJECT: Comp Plan Update/UGA Review – Chapter 11 (Environment)

The Washington State Growth Management Act (GMA) requires Whatcom County to periodically review and revise its comprehensive plan under RCW 36.70A.130(1). The GMA also requires review of urban growth areas (UGAs) under RCW 36.70A.130(3). Therefore, Whatcom County has initiated a multi-year project to update its Comprehensive Plan.

The County Council will review the Comprehensive Plan, including UGA proposals, over a six month period between January and June 2016. This review will include staff briefings, review of Planning Commission recommendations, city presentations, public hearings, and consideration of public input. It is anticipated that the Council will adopt an ordinance relating to the Comprehensive Plan update and UGA review by the June 30, 2016 state deadline.

Today, staff will present an overview of Chapter 11, Environment, and Appendix G.

Chapter 11, Environment

Chapter 11 addresses a number of issues relating to the environment, including:

- Environmental Management
  - Community and Environmental Protection
  - Administration and Regulation
  - The Environment and Property Rights
  - Climate Change
- Natural Hazards
- Water Resources
  - Water Resource Programs
  - Groundwater Protection & Management
  - Flood Hazard Management
  - Stormwater Management
  - Marine Resources Management
  - Shoreline Management
- Natural Systems
  - Native Fish and Wildlife Populations and Habitat
Salmon Recovery
> Wetlands
> Marine Habitat

General policy themes include:
- Protect the environment while protecting property rights and promoting economic growth
- Protect public health and safety
- Meet state and federal requirements
- Rely on public education and engagement in mutually solving issues
- Support multi-jurisdiction approaches and cooperation
- Use incentives and education as well as regulations

Staff-recommended changes to Chapter 11 are summarized as follows:
- Simplified text, updated tenses and references, and fixed grammar
- Revised background text regarding programs
- Action Plan:
  > Removed items that have been accomplished or addressed elsewhere
  > Converted unaccomplished items into policies
- Maps updated to current format
- Updated policies to ensure that they meet current state and federal mandates
- Added section on climate change
- Updated geohazard descriptions based on more current understanding
- Substantially updated Water Resources text and policies to reflect current programs and status
- Updated marine waters, shellfish protection, and salmon recovery text and policies to reflect current programs and status
- Add policies on best available science and landscape-based eco-system management

In their review, the Planning Commission made several amendments to the draft Plan. In particular:

Pg 11-9

Goal 11B: Simplify and harmonize regulations Ease the burden of excessive and confusing regulations, in instances when they are clearly identified, relating to the identification, delineation, and protection of environmental features.

Reason for Change: The language of “easing the burden” was felt to be a holdover from the past, when there was more confusion about a lot of new regulations caused by the implementation of the GMA back in the 1990. It was felt that most of that outcry is past, but that rules should still be as simple as possible.

Pg 11-10

Policy 11C-3: Emphasize an approach to environmental protection by encouraging with the use of conservation easements, open space taxation, land acquisition, purchase/transfer of
development rights, and other mechanisms that assist affected property owners. Consider mechanisms to compensate affected property owners in the event that the regulations implementing these—Environmental Goals and Policies—prohibit or significantly restrict the use of property as otherwise permitted by law. Avoid extreme standards and procedures that are likely to require compensation to property owners or invalidation of such rules.

Reason for change: The P/C thought it best to avoid regulations that lead to compensation for takings, rather than build compensation into the regulation framework.

Natural Hazards

Issues, Goals, and Policies

Page 11/17

Volcanos — A volcanic eruption or mudflow at Mount Baker could potentially severely affect river flow on the Nooksack River or Baker River and cause severe property damage near the volcanoes or along lahar routes. A lahar is an extremely rare and unpredictable occurrence. Evacuation routes should be planned and made public. Development should be regulated according to the Critical Areas Ordinance.

Note: The P/C added this text, modified from language submitted by the BIAWC. The BIAWC had proposed language that would prevent the County from adopting regulations, such as the Critical Areas Ordinance (CAO), that limits development in Lahar Inundation Zones given that their rate of occurrence is every 14,000 years. However, staff pointed out that we have a duty, as well as a GMA requirement, to adopt rules protecting current and future property owners from geologic hazards. What those rules will be are currently being reviewed through the COA update.

Page 11-19

Policy 11F-9: To address the causes of flooding and avoid expensive and maintenance-intensive bank protection measures, the County should prioritize its floodplain property acquisition program. and emphasize restoring river connectivity to historic side channels and floodplain areas.

Note: The struck out language was proposed by the Marine Resources Committee. However, the P/C thought that emphasizing restoring river connectivity might negatively impact agricultural uses.

Page 11-28

Policy 11I-12: Develop and implement comprehensive stormwater management programs and strategies designed to address runoff from all private and public developments and facilities within regulated and sensitive watersheds.

3. Amend subdivision, zoning, and other land use regulations and design standards to require encourage that land use activities minimize the amount of impervious surface.

Page 11-31

Policy 11-K-4: Work cooperatively with the City and Lake Whatcom Water and Sewer District, and applicable associations to identify, review,
and, as appropriate, recommend changes to existing monitoring programs that will address the needs of the various jurisdictions. Place a particular focus on the information needed to evaluate the impacts of additional development and stormwater management measures in the watershed. Include an analysis of the diversion from the Middle Fork of the Nooksack. Coordinate effort with the Lake Whatcom Management Committee process.

Reason for Change: “Applicable associations” added by P/C in response to the Sudden Valley Community Association’s request.

Appendix G
Appendix G is new, and comprised of the background text on Whatcom County Water Resource Programs and the Salmon Recovery Program. The Planning Commission had staff remove this text from Chapter 11 and put it into an appendix as they thought it made the chapter too long. It contains no policies.

The only substantive change the Commission made was to include a description of the Planning Unit under the WRIA 1 Watershed Management Project.

Thank you for your consideration of this matter. We look forward to discussing it with you.
Appendix G
Whatcom County Water Resource and Salmon Recovery Programs

Note: This is a new appendix describing the County’s various water resource and salmon recovery programs and efforts. Originally proposed to be included in Chapter 11 (Environment), the P/C felt it made the chapter too long, and that given that the programs are evolving, it would best be located in an appendix.

Contents

Whatcom County Water Resource Programs ...................................................... 1
  WRIA 1 Watershed Management Project ........................................................ 1
    WRIA 1 Joint Board ................................................................................ 2
  WRIA 1 Joint Policy Boards ........................................................................ 2
  Local Integrating Organization (LIO) ............................................................ 2
  WRIA 1 Planning Unit .............................................................................. 3
  WRIA 1 Watershed Management Plan .......................................................... 3
  Lake Whatcom Watershed Management ...................................................... 4
    Lake Whatcom Watershed Management Program ................................... 7
    Sudden Valley ...................................................................................... 8
  Groundwater Protection & Management ..................................................... 9
  Flood Hazard Management ........................................................................ 10
    Organization ...................................................................................... 11
    Pertinent Documents ........................................................................... 11
  Stormwater Management .......................................................................... 11
    County Stormwater Management Programs ........................................ 12
  Salmon Recovery Program .......................................................................... 14
    WRIA 1 Salmon Recovery Strategy ...................................................... 14

Whatcom County Water Resource Programs

Reason for Change: The following text describing County water programs has been added to describe the current environment and activities.

WRIA 1 Watershed Management Project
The WRIA 1 Watershed Management Project is the result of the 1998 Washington State Watershed Management Act, which required all participating local governments to address water quantity, with the option of addressing water quality, instream flows, and fish habitat. The WRIA 1 Watershed Management Project has brought together citizens, local governments, tribes, and state and federal agencies to address these issues.

The framework for watershed management in the state is based on geographic areas known as Water Resource Inventory Areas (WRIAs). WRIA 1 includes the...
Nooksack River basin and several adjoining smaller watersheds, such as the coastal
drainages of Dakota and California Creeks, as well as Lake Whatcom.

Watershed planning in WRIA 1 started in 1998 with the signing of a Memorandum
of Agreement (MOA) between the Initiating Governments. In the WRIA 1 the
Initiating Governments are Whatcom County, City of Bellingham, Public Utility
District No. 1, Lummi Nation, and Nooksack Tribe (the latter joining slightly later
through a Letter of Agreement). The role of the Initiating Governments was to
review a recommended Watershed Plan and take it to their governments’ councils
for adoption.

**WRIA 1 Joint Board**

In 1999, an Interlocal Agreement further formalized the government-to-
government relationship essential to the tribes’ participation in the process by
creating a Joint Board. The Joint Board is comprised of the Initiating Governments,
including the mayor of the City of Bellingham, executive for Whatcom County,
manager of Public Utility District No. 1, and designated policy representatives of
Lummi Nation and Nooksack Tribe. The Board manages the project’s administrative
functions such as contracts and budgets. Members of the Joint Board also sit on the
Joint Policy Boards.

**WRIA 1 Joint Policy Boards**

The WRIA 1 Joint Policy Boards are comprised of members of the WRIA 1 Joint
Board and Salmon Recovery Board. This organizational level interacts with federal,
state, and regional organizations at a policy-level and provides policy related
direction to staff for purposes of incorporating regional issues into work plans,
programs, etc. Additionally, the Joint Policy Boards:

- Endorse programs/actions to forward to Legislative Bodies, as applicable
- Provide WRIA 1 programs policy direction
- Meet and discuss watershed and salmon program topics as joint policy
  boards with decision-making of each policy board retained.

**Local Integrating Organization (LIO)**

The Whatcom Local Integrating Organization (LIO) is a function of the WRIA 1
Watershed Joint Board and WRIA 1 Salmon Recovery Board (Joint Policy Boards).
Local integrating organizations are designated by the Puget Sound Partnership. The
two WRIA 1 Boards accepted the function of the Whatcom LIO in October 2010
under the integrated program structure, and was officially recognized by the Puget
Sound Partnership’s Leadership Council in November 2010. The purpose of the
Whatcom LIO is to coordinate implementation of Puget Sound Action Agenda
priorities that are consistent with or complement local priorities. One of its functions
is to provide a local update to the Action Agenda for Puget Sound. Local updates
are intended to identify local priorities in the form of near-term actions (NTAs),
which are priority actions with measurable outcomes that can be implemented in
the next two years and that align with strategies in the Action Agenda for Puget
Sound.
WRIA 1 Planning Unit

The Initiating Governments established the Planning Unit to ensure representation of a broad range of water resource interests. The Planning Unit’s role is to recommend actions for a Watershed Plan and to contribute knowledge, interests, technical expertise, and other resources to its development. The Planning Unit is made up of representatives from the Initiating Governments, other governments, and various caucuses. There are 16 total caucuses on the WRIA 1 Planning Unit.

Reason for Change: The P/C felt that the PU deserved mentioning.
Note: Staff does not support the addition of this language. The PU is a subcommittee of the Joint Boards, as are the Watershed Management Team, the Watershed Staff Team, and the Salmon Staff Team. Staff purposefully left all but the highest levels of the organization out. Furthermore, the organization of the WRIA 1 is currently undergoing potential change, and the status of the PU is unknown.

WRIA 1 Watershed Management Plan

The WRIA 1 Watershed Management Plan was completed in 2005 through the cooperation of local stakeholders and governments. It provides a roadmap for addressing water quantity, water quality, instream flow, and fish habitat challenges. The goals of the WRIA 1 Watershed Management Project are to have water of sufficient quantity and quality to meet the needs of current and future human generations, including the restoration of salmon, steelhead, and trout populations to healthy harvestable levels, and the improvement of habitats on which fish and shellfish rely. These goals are addressed more specifically below:

- **Water Quantity** – To assess water supply and use, and develop strategies to meet current and future needs. The strategies should retain or provide adequate amounts of water to protect and restore fish habitat, provide water for future out-of-stream-uses, and ensure that adequate water supplies are available for agriculture, energy production, and population and economic growth under the requirements of the state’s Growth Management Act.

- **Water Quality** – To ensure that the quality of our water is sufficient for current and future uses, including restoring and protecting water quality to meet the needs of salmon and shellfish, contact recreational uses, cultural uses, protection of wildlife, providing affordable, safe domestic water supplies, and other beneficial uses. The initial objectives of the water quality management strategy will be to meet the water quality standards.

- **Instream Flow** – To supply water in sufficient quantities to restore salmon, steelhead, and trout populations to healthy and harvestable levels and improve habitats on which fish rely.

- **Fish Habitat** – To protect or enhance fish habitat in the management area and to restore salmon, steelhead, and trout populations to healthy and harvestable levels and improve habitats on which fish rely.
In 2010, the WRIA 1 Joint Board adopted a work plan, budget and financing strategy, called the Lower Nooksack Strategy, to advance a negotiated settlement of Tribal and state in-stream flow water rights on the mainstem of the Nooksack River, while maximizing the economic and environmental benefits of out-of-stream water use in the Lower Nooksack sub-basin. The Joint Board adopted the Lower Nooksack Strategy consistent with WRIA 1 Watershed Management Plan priorities.

Lower Nooksack Strategy Objectives:

- Develop and implement a process for negotiating settlement of water rights on the Mainstem Nooksack River.
- Update and verify the Lower Nooksack River sub-basin water budget and develop a groundwater model.
- Determine out-of-stream water user needs:
  - Public water system needs determined by updated the Whatcom County Coordinated Water System Plan (CWSP).
  - Other out-of-stream user needs (e.g., agriculture, private domestic wells, industrial, etc.) determined through a regional water supply planning process.
- Continue and, if appropriate, enhance targeted streamflow and water quality sampling.
- Advance work on tools that foster water resource allocations consistent with long-term economic and environmental land-use goals for implementation in five years.

Lake Whatcom Watershed Management

Reason for Change: The below text regarding Lake Whatcom was moved from Chapter 2 to this chapter.

Lake Whatcom is large multi-purpose reservoir that is the source of drinking water for the City of Bellingham, Lake Whatcom Water and Sewer District, several other smaller water districts/associations, and about 250 homes that draw water directly from the lake. All told, the lake provides water to about half the population of Whatcom County.

Lake Whatcom is a multiple use lake and watershed. In addition to providing water for drinking, commercial and industrial uses, the lake is used for boating, swimming, and fishing. The majority of the watershed is forested, mainly surrounding the large southernmost portion of the lake. Other land uses include residential development (approximately 5,0300 homes are located within the watershed), limited agriculture and commercial development, parks, and other public facilities. The on-going management challenge is trying to determine the extent to which these practices can occur while maintaining safe, clean drinking water. The challenge is further complicated by possible requirements related to the...
Endangered Species Act, tribal water rights, and the potential impact these issues may have on how the City's diversion from the Nooksack River is operated.

The watershed contains four developed areas: the City of Bellingham, which straddles the upper portion of the northern-most basin of the lake; Geneva, which is immediately south and east of Bellingham's city limits and is part of the city's urban growth area; Hillsdale, which is immediately north and east of Bellingham's city limits and is also part of the city's urban growth areas; and the Sudden Valley Rural Community. In addition, it includes a variety of other zones, including resource, rural, and residential rural zones. Over Outside the Bellingham City limits, approximately 70%75% of the watershed is in Forestry zoning and more than 75%73% of the current land use is forestry.

In 2003, there were approximately 2,730 existing dwelling units in the Lake Whatcom watershed located outside of the Bellingham UGA. Under the zoning adopted in January 2004, the gross potential build-out in this area is about 6,507 total dwelling units. Therefore, even under the more restrictive zoning adopted in January of 2004, there could be a significant amount of new development in the watershed. Water and sewer service are provided by the Lake Whatcom Water and Sewer District Water District 10. Capacity problems in the district's sewer line, which serves Geneva and Sudden Valley, have caused overflows into the lake in the past. An aggressive program to preclude stormwater infiltration has eliminated the overflow problems to a large extent. In addition, the district has a contractually limited flow capacity to Bellingham. The Lake Louise Road sewage interceptor was constructed in January 2003 to carry waste water from Sudden Valley and Geneva and serves as a complement to the Lake Whatcom Boulevard trunk line. The interceptor was designed to service full build-out of Sudden Valley and Geneva.

The City of Bellingham and Lake Whatcom Water and Sewer District are responsible for ensuring drinking water standards are met for their customers. To date water supplies have consistently met standards. The ability to continue to economically meet drinking water standards requires maintaining source water that requires minimal treatment. For this reason the City of Bellingham maintains an on-going source water-monitoring program. Other agencies including Western Washington University, Department of Natural Resources, Department of Fish and Wildlife, Department of Ecology, Lake Whatcom Water and Sewer District, and Whatcom County, have also conducted monitoring, studies, and/or evaluations of the lake and watershed.

Lake Whatcom is the drinking water source for approximately half of Whatcom County. Recent studies on Lake Whatcom conducted over a number of years indicate water quality in the lake has declined. Oxygen levels in Lake Whatcom are declining to lower levels, and are declining faster than in the past. In 19971998, the Washington State Department of Ecology listed Lake Whatcom as an impaired water body and placed Lake Whatcom on the Federal Clean Water Act 303(d) list because of low oxygen levels in the Lake and high bacteria levels in streams that flow into the Lake. The 303(d) listing requires the establishment of a Total Maximum Daily Loads (TMDLs) that designates loading capacity of the lake such
that there will be no measurable change in oxygen levels from natural lake conditions. The TMDL goals will require a variety of planning, pollution prevention, pollution reduction and technical approaches. Meeting the TMDL goals will be required in order to stabilize water quality in Lake Whatcom. The Department of Ecology issued the “Lake Whatcom Watershed Total Phosphorus and Bacteria Total Maximum Daily Loads: Volume 1, Water Quality Study Findings” in 2008. This study documented that Lake Whatcom is impaired for dissolved oxygen due to phosphorus loading and that streams flowing into Lake Whatcom do not meet fecal coliform bacteria standards. Loading capacities for total phosphorus and bacteria reduction targets were set forth in this document. In 2013 The Department of Ecology issued a draft “Lake Whatcom Watershed Total Phosphorus and Bacteria Total Maximum Daily Loads: Volume 2, Water Quality Improvement Report and Implementation Strategy.” in 2013. This report identifies how much phosphorus can be discharged to the Lake and identifies how the bacteria load should be allocated between the County and City of Bellingham, in order to meet water quality standards.

A significant cause of declining oxygen levels has been from residential development in the watershed. Past development permitted by the City of Bellingham and Whatcom County has led to increased phosphorus loading into the lake, which stimulates algae growth. Bacteria that consume the dying algae deplete the dissolved oxygen, leading to in turn has led to lower oxygen levels in the lake. Past poorly managed forest practices may have led to significant increases in phosphorus loading to the lake.

There are several pending subdivisions in the area which are being proposed at less than full density but which will increase the overall development level outside of urban areas to a significant degree. Whatcom County has taken a number of actions to reduce phosphorus and otherwise address Lake Whatcom water quality. These include rezoning land to allow less development in the watershed, adoption of the Lake Whatcom Comprehensive Stormwater Management Plan, revising stormwater management standards for private development to significantly reduce potential phosphorus runoff, construction of stormwater capital improvement projects and adoption of regulations that restrict the application of commercial fertilizers.

In 2014, approximately 8,800 acres of forest lands around Lake Whatcom were transferred to Whatcom County from the Washington Department of Natural Resources through reconveyance. These lands will provide passive recreation opportunities with hiking and biking trails connecting various communities, neighborhoods and parks throughout the watershed. Under County ownership, the forests will be allowed to mature to an older growth environment benefiting the watershed and helping to stabilize steep slopes that surround the lake. In 2006 the Whatcom County Council approved funding to study reconveyance of DNR managed County Forest Board Lands.

Whatcom County Comprehensive Plan
remaining state managed lands within the Lake Whatcom watershed. The plan provides additional protections on streams and potentially unstable slopes not normally included in forest practices in Washington State. If the DNR exchanges land from the watershed the protections provided by the plan would not be applicable to the new owner.

Lake Whatcom Watershed Management Program

A variety of agencies, organizations, and individuals play a role in managing and protecting Lake Whatcom. In an effort to coordinate efforts of these various players, in 1990, the City of Bellingham, Whatcom County, and Water District 10 (now known as the Lake Whatcom Water and Sewer District) began meeting to develop a joint management strategy for the Lake Whatcom watershed.

In November/December 1992, a joint resolution was passed by the Bellingham City Council, Whatcom County Council, and the Lake Whatcom Water and Sewer District (formerly Water District 10) Commissioners, which reaffirmed this position with six general goal statements and a set of specific goal statements in various categories. The specific goal statements for urbanization were the following:

- Prevent water quality degradation associated with development within the watershed.
- Review and recommend changes in zoning and development potential that are compatible with a drinking-water reservoir environment.
- In addition to zoning identify and promote other actions to minimize potential for increased development in the watershed (i.e. land trust, development rights, cost incentives, etc.).
- Develop specific standards which reduce the impacts of urbanization, such as minimal lot clearing; clustered development to reduce infrastructure; collection and treatment of stormwater before entering the lake.
- Develop appropriate interlocal agreements with governing agencies to prohibit the potential for additional development once an agreed upon level is set.

The joint resolution included goals for watershed management that extended beyond urbanization. Goals were included for stormwater management, on-site waste systems, conservation, forest management, spill response, hazardous materials transport and handling, data/information management, education/public involvement, and other topics. A joint strategy was agreed to for developing specific plans to meet the adopted goals. Eight high priority goals were selected first and plans have been completed and jointly adopted for each of the goals.

In 1998, the City, County, and District 10 formalized their joint commitment to protect and manage the lake through the joint adoption of an interlocal agreement and allocation of funding toward protection and management efforts in the watershed. A five-year program plan was developed for ten program areas. Specific priority was placed on activities related to watershed ownership, stormwater management, and urbanization/land development.
The resulting Lake Whatcom Management Program guides actions to protect Lake Whatcom as a long-term supply of drinking water for the City of Bellingham and portions of Whatcom County. The program emphasizes protection over treatment in managing Lake Whatcom and its watershed. The structure of the Lake Whatcom Management Program includes legislative bodies, a management team, an interjurisdictional coordinating team, agency staff, and advisory committees.

The Lake Whatcom Watershed Management Program website (http://www.lakewhatcom.whatcomcounty.org/resources) contains the management plans, reports, and work programs, as well as the jurisdictions' pertinent regulations and brochures on the different programs aimed at the various efforts to improve water quality.

**Sudden Valley Recreational Subdivision**

Reason for Change: The following text was moved from Chapter 2, and edited for brevity.

Sudden Valley is a community within the Lake Whatcom Watershed. It was established in the early 1970s as a recreation/resort area located in the Lake Whatcom Watershed. But over the last thirty years it has developed into an urban significant residential area. Sudden Valley has private paved roads, all underground utilities (electricity, gas, cable and telephone), and a public water and sewer system provided by Lake Whatcom Water and Sewer District. Fire District #2, strategically located in Sudden Valley, provides fire and ambulance service. Sudden Valley's 1,724 total acres originally included 4,648 platted single-family lots/condominiums, a limited commercial area, community facilities, a marina, and a golf course. Of the 1,545 acres, 835 acres of open space and 140 acres of golf course (63%) are community association owned. The remaining 749 acres (43%) are private property. 2000 US Census data indicates that approximately 26% of the existing housing in Sudden Valley is either seasonal or vacant.

Sudden Valley contributes to a high volume of vehicle trips on Lake Whatcom Boulevard and Lake Louise Road. Right-of-way and alignment studies have been proposed for the 6-year TIP to study alternatives, cost and location relative to addressing the growing volume of vehicular trips on Lake Whatcom Boulevard and Lake Louise Road. Public transportation services are provided by the Whatcom Transportation Authority (WTA).

Sudden Valley lies within the Lake Whatcom Watershed where limiting development has been identified as desirable. The Sudden Valley Community Association (SVCA) has a Board of Directors mandated lot consolidation program with a targeted density reduction of 1,400 lots, reducing the total lots for development from 4,648 to 3,248. To date approximately 75% (1,047 lots) have been placed into density reduction of which 452 are voluntary private lot consolidation. SVCA funding has been set aside to purchase additional lots for density reduction. In accordance with the 2000 Lake Whatcom Management Program, the County and Lake Whatcom Water and Sewer District have also assisted Sudden Valley with their density reduction program through several joint agreements and exchanges of property and

*Whatcom County Comprehensive Plan* Apx G - 8
restrictive covenants. To date, the SVCA, County, and Lake Whatcom Water and
Sewer District have acquired 115 undeveloped lots in Sudden Valley at annual tax
foreclosure auctions. The Lot Consolidation Covenant to Bind process has, also,
increased voluntary private lot consolidation. The County Council has exempted
Sudden Valley from the Lake Whatcom Transfer of Development Rights (TDR)
program because Sudden Valley’s density reduction plan meets the intent of the
TDR program.

Since 1985, Sudden Valley has mandated the use of appropriate stormwater best
management practices through standards for individual stormwater detention for all
new construction. Any new building permits on existing lots must be able to
demonstrate that stormwater detention is included on the plan as a precondition to
issuance of a permit. Sudden Valley is also subject to additional regulatory
protections that apply to the Lake Whatcom watershed under the Water Resource
Protection Overlay District, Stormwater Special District, and Water Resource Special
Management Area requirements. Under the provisions of these special districts,
potential impacts from impervious surfaces, stormwater runoff, and clearing
activities are required to be addressed either on-site or through a community-wide
process.

Sudden Valley has implemented a 10-year Forest and Wildlife Stewardship (FAWS)
plan with the State of Washington Department of Natural Resources (DNR). This
plan provides environmental education and guidance to the Sudden Valley
community, on a continuing basis, to assure sound environmental health and safety
for plants, animals, and residents with an emphasis on properly managing flora and
fauna indigenous to the region.

**Groundwater Protection & Management**

Groundwater is contained in aquifers, which are subterranean layers of porous rock
or soil. Most aquifers are replenished by rainwater, though some may contain water
trapped during glacial periods. Aquifers are often integrally linked with surface
water systems and are essential for meeting in-stream and out-of-stream water
needs such as for drinking water, agriculture, and industry. Whatcom County
residents rely heavily on groundwater for drinking water, agriculture, and
commercial and industrial needs. Groundwater also plays an important role in
maintaining stream flows.

Many studies have been conducted related to groundwater quality in Whatcom
County documenting water quality issues such as exceedances of standards for
nitrate, ethylene dibromide (EDB) and 1,2-dichloropropane (1,2-D), pesticides, iron
and other agricultural-related contaminants, particularly in the northern portion of
the County. In general, groundwater in Whatcom County is very vulnerable to
contamination because much of the County’s groundwater lies within a shallow
unconfined aquifer. Activities that occur on the surface of the ground directly affect
groundwater quality. Shallow wells that draw water from unconfined water table
aquifers are at highest risk.
Whatcom County’s Critical Areas Regulations protect Critical Aquifer Recharge Areas (CARAs) during the development process, by precluding certain uses in CARAs and/or requiring certain precautions be taken in handling certain chemicals.

**Flood Hazard Management**

A comprehensive approach to flood hazard management planning provides for a better understanding of the river and floodplain system and ensures that flooding and channel morphology problems are not simply transferred to another location within the basin, but are addressed in a comprehensive, basinwide manner. This approach directs future flood hazard management expenditures in the most efficient and cost effective manner.

Whatcom County Public Works coordinates with the Flood Control Zone District Advisory Committee (FCZDAC) to identify and characterize flooding problems and provide recommendations for achieving consistent long-term flood hazard reduction strategies. Some activities typically involved in developing a Comprehensive Flood Hazard Management Plan (CFHMP) include data collection, hydraulic modeling, alternatives analysis, floodplain mapping, and meander limit identification. In addition to the technical components in comprehensive flood planning, extensive coordination with the public and other agencies is required throughout the planning process.

Other County flood management programs include:

**Early Flood Warning** – Work with the United States Geological Survey (USGS) to maintain a network of early flood warning stations to help citizens prepare and take appropriate measures to protect lives and property from flood damages.

**Flood Hazard Reduction Program** – Implement projects to reduce future flood damages and public expenditures to repair damaged areas. Examples include construction of setback levees and overflow spillways, and designation of overflow corridors in overbank areas. Two alluvial fan studies have been completed for Jones Creek and Canyon Creek. For Jones Creek, review of potential mitigation measures and concept design of a preferred approach has also been completed.

**Comprehensive Flood Hazard Management Planning** – Identify flooding problems and provide recommendations for achieving long-term flood hazard reduction strategies. The Lower Nooksack River Comprehensive Flood Hazard Management Plan was adopted in 1999. Implementation of the plan is ongoing.

**Preparedness and Response** – Plan for and implement a coordinated response during flood events to ensure public safety and minimize flood damages.

**National Flood Insurance Program** – Participate in the Congress-initiated National Flood Insurance Program (NFIP) of 1968, to make affordable flood insurance available to citizens of communities that adopt approved flood management regulations.
**Repair and Maintenance Program** – Address problem areas with rivers, streams, and coastlines of Whatcom County, and mitigates future flood damages in a proactive and cost-effective manner.

**Technical Assistance** – Provide technical assistance regarding drainage and flood issues to private citizens and businesses located along the many water bodies within Whatcom County.

**Organization**

*Flood Control Zone District Advisory Committee (FCZDAC)*

Following the severe floods of 1989 and 1990, in 1992 Whatcom County created the countywide Flood Control Zone District (FCZD), including both incorporated and unincorporated areas of the County. The FCZD is a quasi-municipal corporation that is a separate legal entity from the Whatcom County government. Even though this legal separation exists, the Whatcom County Council and the County Executive (Board of Supervisors) and the Public Works Department (staff) perform the governance and administrative support for the district.

The primary purpose of the FCZD is flood hazard management. Revenue generated to for this purpose is accomplished in two ways: (1) a county-wide uniformly applied service charge; and, (2) supplemental revenue generated within localized Diking Districts and Sub-Flood Districts where specific local project activity is planned.

While the primary purpose of the FCZD is flood hazard management, the district is allowed to address a wide variety of water resource issues. Due to this ability, revenue generated by the district is currently used to finance additional water supply and water quality related improvement projects.

**Pertinent Documents**

*Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP)*

In 1999, the county adopted the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP). The CFHMP identifies projects, programs, and other recommendations aimed at reducing future flood damages along the Lower Nooksack River.

*Critical Areas Regulations (WCC 16.16)*

Whatcom County’s Critical Areas Regulations aim to protect people and property in Frequently Flooded Area (FFAs) by requiring that any development conforms to WCC Title 17, Flood Damage Prevention.

**Stormwater Management**

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the land surface. The addition of roads, driveways, parking lots, rooftops and other surfaces that prevent water from soaking into the ground to our landscape greatly increases the runoff volume created during storms. This runoff is swiftly carried to our local streams, lakes, wetlands and rivers and can cause flooding and erosion.
1 Stormwater runoff also picks up and carries with it many different pollutants that
2 are found on paved surfaces such as sediment, nitrogen, phosphorus, bacteria, oil
3 and grease, trash, pesticides and metals.

4 **County Stormwater Management Programs**

5 **National Pollutant Discharge and Elimination System (NPDES) Phase II Permit**

6 Stormwater runoff picks up pollutants as it travels over our developed landscapes
7 and is a major source of water quality problems. In 1987, the Federal Clean Water
8 Act was amended to address stormwater pollution. As a result, the United States
9 Environmental Protection Agency (EPA) created the National Pollutant Discharge
10 Elimination System (NPDES) to address stormwater runoff. States are then required
11 to administer permits to local jurisdictions to regulate runoff as part of the NPDES
12 Program. The Permit is referred to as the "NPDES Phase II Permit" or "Phase II
13 Municipal Stormwater Permit".

14 In February of 2007, the Washington State Department of Ecology issued Whatcom
15 County’s Phase II Municipal Stormwater Permit. This permit regulates discharges
16 from Small Municipal Separate Storm Sewers, and is part of the National Pollutant
17 Discharge and Elimination System (NPDES) and State Waste Discharge General
18 Permit. It sets forth requirements of municipalities to address stormwater runoff in
19 areas determined to have population densities reaching urban standards. Whatcom
20 County is required to implement various stormwater management strategies to
21 comply with this State permit.

22 The current Permit boundary covers approximately 15,000 acres and generally
23 includes the following areas (Figure 1):

24 • Bellingham Urban Growth Area
25 • Sudden Valley
26 • Portions of the Hillsdale and Emerald Lake area
27 • Portions along North Shore Drive on Lake Whatcom and Lake Whatcom
28 Boulevard
29 • Ferndale Urban Growth Area
30 • Portions along Chuckanut Drive and Chuckanut Bay
31 • Birch Bay Urban Growth Area *(Beginning August 1, 2013)*
32 • The entire Lake Whatcom watershed is subject to illicit discharge detection
33 and elimination requirements of the Permit.

34 Jurisdictions are allowed to discharge runoff into water bodies of the State (such as
35 rivers, lakes, and streams) as long as they implement programs that protect water
36 quality by reducing pollutants to the maximum extent possible through
37 requirements of the NPDES Phase II Permit. Those requirements are reported and
38 submitted to the Department of Ecology through the Stormwater Management
39 Program (SWMP) and the Annual Compliance Report.

40 The Western Washington Phase II Municipal Stormwater Permit is required by the
41 State of Washington Water Pollution Control Law Chapter 90.48 RCW, and the
Federal Water Pollution Control Act Title 33 United States Code (Clean Water Act).

The Permit is administered by the Washington State Department of Ecology.

Everyone wants clean water to support healthy drinking water, safe recreational uses, quality water for irrigation and livestock, healthy fish, and shellfish that are safe to consume. Currently, many streams in Whatcom County do not meet water quality standards for fecal coliform bacteria. Fecal coliform bacteria are found in the intestinal tract of warm-blooded animals and when found in streams are an indicator of human or animal waste in the water. The higher the bacteria level, the greater the public health risk to people drinking, wading, fishing, or consuming shellfish. The Pollution Identification and Correction (PIC) Program has been created to help implement community solutions to clean water.
Pollution – The key potential sources of bacteria that have been identified in Whatcom County coastal drainages are (1) animal waste from agricultural operations, domestic pets, waterfowl, and wildlife, and (2) human sewage from failing on-site sewage systems (OSS), leaking sewers, or cross-connections.

Identification – Whatcom County coordinates a routine water quality monitoring program at approximately 90 stations in watersheds that discharge to marine waters. Samples are collected on at least a monthly basis and analyzed for fecal coliform bacteria. Results are evaluated annually to identify focus areas with the largest bacteria problems. Within the focus areas, stream segments are monitored and potential bacteria sources are identified.

Correction – Technical and financial resources are offered to landowners to identify and implement solutions on their property. Residents can help improve the community's water quality by inspecting and maintaining septic systems and by fencing animals out of streams, ditches and swales. By actively managing pastures, creating protected heavy use areas, and covering manure storage areas, residents can prevent manure-contaminated mud from polluting surface water. Planting shrubs and trees along stream banks and picking up after dogs also contributes to better water quality.

Salmon Recovery Program
In the Nooksack basin, abundances of several salmonid stocks have diminished substantially from historical levels. The declines in local salmonid stocks, especially Chinook salmon, have had profound economic, cultural and social impacts on the greater WRIA 1 community. Direct impacts include reduced jobs and income for commercial fisherman, severe curtailment of tribal and subsistence catch, and loss of tourism associated with recreational fishing. In addition, ESA listings impose constraints on the activities of local and tribal governments, businesses, the agricultural community, and citizens, who must seek to avoid or minimize take of listed species. Nonetheless, salmon remain an integral part of the natural and social landscape of Whatcom County and the Nooksack River watershed. Recent watershed recovery planning and restoration efforts by federal, state, local and tribal governments, non-profit organizations, businesses, and private citizens demonstrate a commitment to salmon recovery in WRIA 1.

The WRIA 1 Salmon Recovery Program is a multi-government planning effort with a WRIA-wide scope to address salmon recovery and protection of ESA and non-ESA listed salmonids.

WRIA 1 Salmon Recovery Strategy
The ultimate goal for salmon recovery in WRIA 1 is to recover self-sustaining salmonid runs to harvestable levels through the restoration of healthy rivers and natural stream, river, estuarine, and nearshore marine processes, careful use of hatcheries, and responsible harvest, and with the active participation and support of local landowners, businesses, and the larger community. The purpose of the
WRIA 1 Salmonid Recovery Plan is to identify the actions necessary to recover
WRIA 1 salmonid populations, especially listed species, and to outline the
framework for implementation of recommended actions that have been agreed to
by local, state, tribal, and federal governments and stakeholders in WRIA 1. In the
near term, the objectives are to:

1. Focus and prioritize salmon recovery efforts to maximize benefit to the two
   Nooksack early chinook populations;
2. Address late-timed Chinook through adaptive management, focusing in the
   near-term on identifying hatchery- versus naturally-produced population
   components;
3. Facilitate recovery of WRIA 1 bull trout and steelhead by implementing
   actions with mutual benefit to both early chinook, and bull trout and
   steelhead and by removing fish passage barriers in presumed bull trout and
   steelhead spawning and rearing habitats in the upper Nooksack River
   watershed; and
4. Address other salmonid populations by (a) protecting and restoring
   WRIA 1 salmonid habitats and habitat-forming processes through regulatory
   and incentive based programs; and (b) encouraging and supporting
   voluntary actions that benefit other WRIA 1 salmonid populations without
   diverting attention from early chinook recovery.

Focusing efforts on early chinook is consistent with regional salmon recovery –
current abundance and productivity for the two populations is very low and
recovery of both populations is critical to delisting and recovery of the Puget Sound
Evolutionarily Significant Unit (ESU) for Chinook salmon.

Salmon Recovery Board (SRB)

WRIA 1 Salmon Recovery Board membership includes the County Executive,
Bellingham Mayor, Mayors of the Small Cities of Whatcom County, the regional
director of the Washington Department of Fish and Wildlife, and policy
representatives from Lummi Nation and Nooksack Indian Tribe.

The WRIA 1 Salmonid Recovery Plan (2005), a chapter of the Puget Sound Salmon
Recovery Plan, guides restoration in the Nooksack River and adjacent watersheds.
This plan was developed in partnership with Nooksack Tribe, Lummi Nation,
Washington Department of Fish and Wildlife, Bellingham, and the small cities of
Whatcom County. Chinook salmon populations (listed as threatened with extinction
under the Federal Endangered Species Act) are prioritized, yet the plan also
provides the template for recovery of threatened steelhead and bull trout and the
other salmon and trout populations native to Whatcom County.

The salmon plan was developed in parallel with the WRIA 1 Watershed Management
Plan. Salmon habitat is intricately linked to watershed management; salmon
recovery will be most successful when fish habitat objectives are carefully
coordinated with watershed management objectives. Integrating salmon recovery
with flood hazard management and restoring fish passage under County roads are two primary areas of focus.
## CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>R Lamb</th>
<th>Date:</th>
<th>2/11/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>MGM</td>
<td>Date:</td>
<td>2/11/16</td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>Date:</td>
<td>2/12/16</td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Presentation of the DRAFT Lookout Mountain and Lake Whatcom Park, Recreational Trail Plan

**ATTACHMENTS:**
Draft Trail Plan online at: [http://www.co.whatcom.wa.us/DocumentCenter/View/13419](http://www.co.whatcom.wa.us/DocumentCenter/View/13419)

**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.)

Work session and presentation of the DRAFT Lookout Mountain and Lake Whatcom Park Recreational Trail Plan.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**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](http://www.co.whatcom.wa.us/council).
INDEX

Background and History ......................................................... 3
Public input ............................................................................. 4
Setting .................................................................................... 5
Lake Whatcom Watershed Protection ........................................ 6
Context of recreational trail plan .............................................. 10
Vision, Goals, and Objectives .................................................. 11
Trail Types .............................................................................. 13
Trail Standards ....................................................................... 14
Trail Challenge Level ............................................................. 14
Draft Trail Plan ....................................................................... 15
Phasing ................................................................................... 28
Summary .................................................................................. 32

List of Figures:
Figure 1- Lookout Mountain Park - Opportunities & Constraints ........................................ 8
Figure 2 - Lake Whatcom Park - Opportunities & Constraints ............................................... 9
Figure 3 - Lookout Mountain Park - Conceptual Trails Proposal .......................................... 16
Figure 4 - Lake Whatcom Park - Conceptual Trails Proposal ................................................. 22
Figure 5 - Lookout Mountain Park - Trail Phase Plan .......................................................... 29
Figure 6 - Lake Whatcom Park - Trail Phase Plan ................................................................. 31
I. Background and History:

In 2007, as part of a long range planning process to provide recreational opportunities and connectivity between communities and existing parks and trails around Lake Whatcom, Whatcom County entered into a collaborative effort with the Washington State Department of Natural Resources (DNR) to undertake a transfer of forest trust lands in the Lake Whatcom Watershed for park purposes. Transfer of forest trust lands to counties is accommodated through a process known as reconveyance (RCW 79.22.300). Lands transferred through this process require that they be used for park purposes.

At the time, the county recognized that efforts to provide additional protection to the Lake Whatcom watershed and water quality could also be accommodated through the broad interpretation of park purposes and implementation of best management practices.

In January 2014, Whatcom County took title to 8,844 acres of State Forest Trust lands from the DNR. Approximately 7,000 acres of the new park lands are located within the Lake Whatcom Watershed.

Since acquiring these lands, Whatcom County Parks and Recreation (WCPR) has embarked on a recreation trails planning process. In a March, 2015 community meeting, staff presented three conceptual alternatives which outlined different levels of trail development. Following that meeting, WCPR staff used public comment, technical guidance from other agencies, stakeholder input and a variety of information on recreation, ecology, geology, and watershed management to develop the draft recreational trail plan presented in this document. Though there have been changes to use designation and alignments, many of the trail connections in this plan are similar to those presented in Alternative 3 in March, 2015.
II. Public input:

Following presentation of alternatives at the second community meeting, Whatcom County Parks and Recreation received a large volume of public comment. Common comment themes included:

- The desire to protect habitat and wildlife with a particular emphasis on marble murrelet and other species of concern;
- Watershed protection including limiting impacts from erosion, sedimentation, horse and bike impacts, road-to-trail conversions and prohibition of unauthorized trail building;
- Monitoring and adaptive management to correct problems as well as a method for reporting populations of invasive species;
- Forest management for restoration to improve ecological function and water quality;
- Support and concern for holding special events such as trail races and organized events, including development of event facilities within the watershed;
- Incorporation of trail standards for all trail types to manage impacts and liability;
- Desire for extensive development of single-use and shared-use trails while protecting water quality and preserving habitat;
- A strong desire to include existing user-built trails where possible, provide a variety of skill level and length, loop trails, and designing of trails to limit user conflict;
- Big picture planning with connectivity to communities, adjacent trail systems, and future opportunities on public land;
- Cooperation with volunteers to design, build, and maintain trails whenever possible as well as for restoration of user-built trails not included in this plan.
- Concern for additional traffic generated on North Shore Road.

Many comments indicate that the trail system could have a positive effect on the local economy through an increase visitation and tourism to the area.

Other comments recommended adoption of signage standards, development of primitive camping, dog-leash requirements, trailhead development, increased funding and staffing, education, and development of a disc golf course.

After the November 5th, 2015, community meeting, staff will accept comment on the draft plan through November 29th, 2015. Following the comment period, staff will complete the environmental assessment and finalize the draft trail plan to review with the County Council in early 2016.
III. Setting:

Totaling 8,844 acres approximately equally divided between the west and east sides of Lake Whatcom, these lands range from low elevation forests near the shores of the lake to the ridge lines near the top of Lookout and Stewart Mountains. Elevations range from 300 feet along the lakeshore to nearly 3,000 feet along the ridges. Weather systems influenced by the Pacific Ocean and Puget Sound maintain mild temperatures and produce an annual rainfall of 45 inches at lower elevations to more than 60 inches at higher elevations. Most precipitation comes in the form of rain between the months of October and March, though snow is common at the highest elevations.

The majority of the area is forested with stand ages varying from 0-5 year old plantations to small patches of intact old-growth. Significant portions of the area were managed as commercial timberland and are comprised of even-aged Douglas fir plantations. These varying age classes provide suitable habitat for a variety of wildlife including designated species of concern such as marbled murrelet. It is reasonable to expect that the park lands support populations of mammals, birds, and amphibians that are typically found in the western hemlock ecological zone.

The landscape is characterized by steeps slopes, abundant streams, and deep drainages. The headwaters of two major creeks and associated tributaries as well as many additional unnamed creeks and streams are wholly contained within the parks and drain into Lake Whatcom.

Located in central Whatcom County and bordering the City of Bellingham, these properties are within a ten mile radius of nearly 60 percent of the county’s total population. Lake Whatcom is also the source of drinking water for over half of the population of Whatcom County.

The new park lands border the existing WCPR Lake Whatcom Park and Lookout Mountain Forest Preserve which comprised 207 acres and 338 acres respectively. Existing trailhead and parking areas associated with these parks will initially serve the new trails outlined in this plan. Additional infrastructure needs have been identified and will be developed concurrently with trail development.

Although beyond the scope of this plan, forest restoration will be a critical component of ongoing management of watershed lands. This plan recommends that the County support the development of a comprehensive forest management plan.
IV. Lake Whatcom Watershed Protection:

A primary concern of the recreational trail plan is the protection of the Lake Whatcom watershed. Lake Whatcom is the source of drinking water for half of the County's residents. Therefore, water quality protection is an integral component of this trail plan.

An overall improvement in the environmental conditions in the Lake Whatcom and Lookout Mountain Parks are anticipated, as non-motorized recreation concentrated within a designated trail network replaces the former use of the site which consisted of commercial timber harvesting activities. Some existing forest roads that service communication towers or electrical transmission lines will be maintained and incorporated into the trail system. Other forest roads no longer necessary will be decommissioned. This reduction of roads and the cessation of timber harvests coupled with the systematic trail construction and maintenance are expected to reduce the water quality impacts to Lake Whatcom.

Anticipated Activities and Impacts:

- Minor erosion from trail construction and use
- Minor interruption of existing trail use during trail construction
- Decommissioning of unauthorized trails
- Decommissioning of unused forest roads
- Shifts in trail use patterns tied to proposed trail alignments
- Trail and facility maintenance activities
- Increased auto traffic at trailheads
- Habitat protection efforts
- Habitat restoration projects
- Water quality improvement projects
In order to limit potential impacts related to the proposed trail plan the following mitigation sequencing effort will be implemented.

**Avoid (where possible) locating trails on or abutting:**

- Unstable slopes
- Streams and wetlands
- Wildlife habitat for threatened, endangered and other important species
- Private property

**Minimize** trail and project use impacts by:

- Utilizing United States Forest Service (USFS) and International Mountain Bike Association (IMBA) trail guidelines and best management practices (BMP’s)
- Selecting best locations for trails when separating user groups
- Incorporating existing utility corridors and roads into trail network for higher impact uses
- Constructing low-impact narrow single track trails across and near unstable slopes
- Building appropriately scaled bridges or walkways across streams and wetlands
- Limit vegetation removal during trail construction
- Designing trails to take advantage of natural terrain features
- Phasing trail construction around seasonal weather patterns
- Construct trail features that direct stormwater runoff from trail surface into the forest to promote soil infiltration.
- Incorporate adaptive management to maintain the trail system and associated infrastructure such as bridges, culverts, ditches and other drainage features.
- Implement a road maintenance and inspection protocol including appropriate best management practices to ensure road conditions meet Forest & Fish Law requirements.

**Mitigate** by:

- Decommissioning forest roads not planned for future trail use
- Removing culverts on decommissioned forest roads
- Restoring forest habitat where prior land uses have altered or damaged the streams, soils or vegetation
Lookout Mountain Park
Opportunities & Constraints

City of Bellingham land holdings
Wetland complex
Connections to Galbraith Mountain
Existing trailhead
Wetland complex
Waterfall view
Expand existing trail system
Incised stream channels in Chuckanut Formations
Incised stream channels in deep-seated landslides
Backcountry camping
Stream buffer 100 feet
Connections to Glenhaven
Connections to Cain Lake

Legend

Legend

Whatcom County
Skagit County

Sudden Valley

Figure 1
Lake Whatcom Park
Opportunities & Constraints

Regional trail connections to Y Road
Road access for maintenance
Stream buffer 100 feet
Incised stream channels in Chuckanut Formations
Regional trail connections to Y Road
Existing parking and trails
Sunsides Landing

Wetland complex
Expand existing trail system
Lake Whatcom shoreline buffer 200 feet
Scenic view
Waterfall view
Waterfall view
Expand existing trail system
Waterfall view
Bald eagle habitat
Mapped landslides

Legend

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
<td>Parking Area</td>
</tr>
<tr>
<td>A</td>
<td>Backcountry camping</td>
</tr>
<tr>
<td>H</td>
<td>Headscars and toes of ancient and dormant deep-seated landslides</td>
</tr>
<tr>
<td>B</td>
<td>BPA powerline corridor</td>
</tr>
<tr>
<td>M</td>
<td>Mapped landslides</td>
</tr>
<tr>
<td>V</td>
<td>Backcountry camping</td>
</tr>
<tr>
<td>W</td>
<td>Waterfall</td>
</tr>
<tr>
<td>S</td>
<td>Scenic view</td>
</tr>
<tr>
<td>F</td>
<td>Incised stream channels in Chuckanut Formations</td>
</tr>
<tr>
<td>L</td>
<td>Stream Buffer 100 ft</td>
</tr>
<tr>
<td>R</td>
<td>Stream Buffer 200 ft</td>
</tr>
<tr>
<td>E</td>
<td>Existing Landslide</td>
</tr>
<tr>
<td>H</td>
<td>Bald Eagle Habitat</td>
</tr>
<tr>
<td>I</td>
<td>Identified Marbled Murrelet Habitat</td>
</tr>
<tr>
<td>D</td>
<td>Private property</td>
</tr>
<tr>
<td>D</td>
<td>Perfectable Future Connection</td>
</tr>
<tr>
<td>D</td>
<td>Hegg Property</td>
</tr>
</tbody>
</table>

Figure 2

WHATCOM COUNTY PARKS & RECREATION | DRAFT TRAIL PLAN

Page 9
A more comprehensive environmental analysis that will accompany the project’s State Environmental Protection Act application (SEPA, RCW 43.21 implemented through WAC 197-11) is being developed concurrently with the trail plan. The Environmental Analysis is expected to be completed by January 1st, 2016.

Following the SEPA determination, additional critical areas reporting will be required to satisfy environmental permitting requirements before any trails can be constructed. Additional permits that may be need are: Land Disturbance (Whatcom County Planning & Development Services), Shoreline Permit (Whatcom County Planning & Development Services), Hydraulic Project Approval (Washington Department of Fish & Wildlife), and Section 404 permit (United States Army Corps of Engineers).

V. Context of Recreational Trail Plan:

It is important to understand the planning level of the draft trail plan. The plan should be viewed as a landscape level recreational trail plan. Although there has been a considerable effort to anticipate actual on the ground conditions, much of the proposed trail network has not been field verified. As such, proposed corridors will most likely be modified to avoid unknown sensitive areas or re-routed to take full advantage of unique natural features that enhance the overall trail experience. Subsequent project phases will include more field work and trail route scouting that will determine final trail alignments.

The trail connections and routes identified will provide guidance in the final alignment by locating known unique and desirable features that enhance the trail experience as well as known environmentally sensitive areas. Some of these features include viewpoints, waterfalls, specimen older growth forests, and unique geological features such as rock outcrops. Other destinations, commonly called ‘control points’ in a trail plan, might include off-site connections to other trails, camping areas or when in proximity to trailhead facilities, restrooms, or overlooks.
VI. Vision, Goals, and Objectives:

The County’s vision for these lands is to:

- Allow the forest to mature into an older growth natural forest environment to benefit water quality, minimize landslide events and protect wildlife habitat.
- Provide non-motorized trail-based recreational opportunities compatible with the Lake Whatcom Management Program goals outlined in the Joint Resolution between Whatcom County, City of Bellingham, and Water District 10 which was adopted in 1992.
- Provide connectivity between existing public trails, parks and communities.

Achieving this vision will be accomplished through the following goals and objectives.

Goals:

1. Develop a safe and sustainable non-motorized trail network that includes both shared and single-use trails. Provide a range of outdoor experiences and challenge levels. Develop a trail system that is sensitive to and compatible with watershed and habitat protection.

Objectives

- Provide an enjoyable trail network that accommodates hiking, mountain biking, trail running, equestrian, and other non-motorized uses.
- Locate trails to minimize impacts to sensitive habitats and critical areas.
- Concentrate new trail development in previously disturbed areas and near existing infrastructure.
- Incorporate sustainable trail design and building techniques to minimize soil erosion and reduce on-going maintenance demands.
- Partner with volunteer and community groups to develop and maintain the trail system.
- Install consistent and concise signage for the trail system that includes regulatory, wayfinding and interpretive elements.

2. Improve access to recreational infrastructure and amenities.

Objectives

- Coordinate with regional transit agencies to identify potential service routes that provide access to the trail system.
- Improve existing trailhead locations to accommodate increasing recreational demand.
- Pursue potential acquisitions to provide additional parking capacity.
- Implement appropriate innovative design and low-impact development strategies to protect water quality.
3. Create trail connections to existing local trails, regional trails, neighborhoods and other regional recreational opportunities.

**Objectives**

- Coordinate with adjacent neighborhood communities to locate desired trail connections.
- Coordinate with adjacent public land owners to establish trail connections beyond County ownership.

4. Promote respect and awareness of environmental stewardship through education

**Objectives**

- Coordinate with other agencies, academic institutions, advocacy, and stewardship groups to educate users on trail etiquette, stewardship, and restoration
- Promote Leave-No-Trace ethics.
- Develop a monitoring plan to assess impacts from trail use on watershed resources.
VII. Trail Types:

The trail types that have been identified include a variety of shared-use trails as well as single-use trails. Feedback from the recreational community indicated a strong desire for shared-use trails, where many trails would be accessible to hikers, mountain bikers, trail runners, and equestrians. And while shared-use trails were desired, it was also clear that single-use trails were also highly desirable.

Having both shared-use and single-use trails is possible, but it’s imperative that the safety of all trail users is maintained, the trail uses are compatible with environmental setting, and that the trail experience isn’t compromised. All proposed trails in the plan are non-motorized.

Shared-Use Trails

1. Multi-Use Trail (MU) The multi-use trail classification in this plan is defined as a trail that allows hiking, bicycling, and equestrian use.
2. Hike, Equestrian, Bike Ascend Trail (HEBA) This multi-use trail is similar to the above designation with one important distinction in that bicyclists may only travel in the uphill or ascending direction, whereas other users may travel in both uphill and downhill directions. The directional restriction put on bicycles reduces potential conflict between the different users.
3. Hike / Bike Trail (HB) The Hike Bike trail classification, as the name implies, allows hiking and biking and prohibits equestrian use.
4. Hike / Bike Ascend Trail (HBA) The Hike / Bike Ascend trail is open to hiking and mountain biking. However in this trail class, bicycles are direction restricted, allowed only to ascend the trail section while hikers can travel in either uphill or downhill direction. Equestrians are prohibited on HBA trails.
Single-use Trails

5. Bike Descend Trail (BD) The bike descend trail designation is a single-use, single direction descending trail. Hiking and equestrian use is prohibited due to the high potential for user conflict and associated risks to trail users. The bike descend trails will incorporate guidelines established by the International Mountain Biking Association (IMBA). IMBA classifications include difficulty levels that range from easy/beginner level to more advanced/expert level trails. Given the nature of these trails, additional informational signage will be necessary to alert hikers and equestrians of the restricted use, and also to inform mountain bikers of the trail’s challenge level.

6. Bike Trail (B) Like the above trail designation, Bike trails are open only to bike traffic. This trail however doesn’t restrict traffic to a single direction.

7. Hiking Trail (H) Hiking trails are restricted to hiking and trail running. Mountain biking and equestrian use is prohibited.

VIII. Trail Standards:

Trail Standards describes the system of trail classifications and design parameters that WCPR will use to inform the management of new and existing trails. WCPR staff manages a vast array of trail types throughout the county. Through adoption of a department-wide set of standards, staff can make more informed management decisions, provide consistent service to the public, and sustainably build and maintain trails.

Whatcom County Parks and Recreation has adopted the following trail classes. Actual design parameters are dependent on designed use: hiker/pedestrian, equestrian, or bicycle. These design parameters may be found in a separate document available on the WCPR website.

- **Trail Class A- Fully Developed:** Wide, firm, stable and uniform tread. Commonly surfaced with asphalt, concrete or gravel. Developed to ADA standard with low grades and no obstacles or barriers.
- **Trail Class B- Highly Developed:** Wide, smooth tread with few irregularities. Often gravel or other imported material. Low to moderate grade with infrequent and insubstantial obstacles.
- **Trail Class C- Developed:** Continuous and obvious tread of native or imported material. Obstacles may be common but not substantial. Moderate to steep grade.
- **Trail Class D- Moderately Developed:** Continuous and discernable tread which is narrow and rough. Steep grades and substantial obstacles are common.

IX. Trail Challenge Level:

In order to appeal to a broad spectrum of trail users, a trail system should have a variety of challenge levels for various trail types. Trail difficulty choice is important for a number of reasons. It is important to provide opportunity for beginners to gain experience and grow individual skills as well as providing trail experiences for groups of varying skill can share a trail experience. It’s also important to accommodate people with disabilities regardless of whether they are short-term rehabilitation or permanent. And of course, more advanced trail users desire more difficult and challenging trail experiences.

Evaluating the difficulty of various trail types is subjective and can be imprecise depending on the variables used to evaluate and rank trail difficulty. There are many landscape characteristics that influence trail difficulty including transient factors such as seasonal variations in trail conditions. Primary factors include the length
of the trail, overall trail gradient or how much elevation is gained or lost over a given length of trail, and trail obstacles such as rocks or tree roots.

In addition to individual landscape characteristics, a person's physical fitness and outdoor experience level are also vital considerations when evaluating and identifying a trail's level of challenge. A less experienced hiker might find a trail that is classified as moderate more difficult whereas individuals who have a higher level of physical fitness and outdoor experience may consider a difficult trail actually quite easy. It’s probably better to understand challenge level as a spectrum of easy to difficult where variables in the landscape character as well as physical abilities dictate the actual challenge level for each individual. Many of the trails included in this plan are rated moderate to difficult due to challenging nature of the terrain.

X. Draft Trail Plan:

This plan has been crafted to provide a long term legacy of sustainable recreational opportunities for Whatcom County residents. Hikers, bikers and equestrians will experience mountain, lake, and bay views while traversing varied terrain that has been shaped by ancient glacial forces that folded the landscape into the unique ridges and valleys that are found today. Trail goers will discover a wide range of experiences as they travel short family-friendly loops, long-distance treks, and overnight backcountry trips while passing through mature forests and beside verdant streams.

Although there are many attributes that both watershed properties share, because they are not contiguous, each side is described individually. For the purposes of this trail plan, the park land on the west side will be referred to as Lookout Mountain Park while the east side of the lake will be referred to as Lake Whatcom Park. Trails listed below include a “W” (west) prefix for Lookout Mountain Park and an “E” (east) prefix for Lake Whatcom Park.

Planning Elements common to both parks include:

- Concentrating the highest level of development near existing trailheads and access points
- Providing a range of uses types, challenge, and trail classification appropriate for the landscape
- Incorporating existing user-built trails where appropriate
- Closure and restoration of unsustainable existing user-built trails
- Formalizing linkages to offsite trail opportunities and communities
- Development and implementation of a trail signage plan including regulatory, wayfinding, and interpretive signs
Lookout Mountain Park Trail Plan

The draft trail plan for Lookout Mountain concentrates the highest use towards the north end of the park near the existing trailhead on Lake Louise Road. The plan includes connections to existing user-built trails that link park land and adjacent City of Bellingham (COB) watershed lands to Galbraith Mountain. The plan adds loop trails for all user types in a variety of lengths and difficulty levels. A higher concentration of mountain bike trails will be developed on Lookout Mountain due to the connectivity with Galbraith Mountain and the proximity to residential development.

The plan also provides an important multi-use trail connection from the existing trailhead to Squires Lake Park to the south. This trail is contingent upon acquiring two public use easements across private timber lands. Trails will also connect to Cain Lake and the community of Glenhaven Lakes.

### LOOKOUT MOUNTAIN PARK

#### Shared Use Trails

<table>
<thead>
<tr>
<th>Multi-Use (MU) 27.5 Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ID</strong></td>
</tr>
<tr>
<td>WMU1</td>
</tr>
<tr>
<td>WMU2</td>
</tr>
<tr>
<td>WMU3</td>
</tr>
<tr>
<td>WMU4</td>
</tr>
<tr>
<td>WMU5</td>
</tr>
<tr>
<td>WMU6</td>
</tr>
<tr>
<td>WMU7</td>
</tr>
</tbody>
</table>

#### Single Use Trails:

<table>
<thead>
<tr>
<th>Bike Descend (BD) 6.3 Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ID</strong></td>
</tr>
<tr>
<td>WBD1</td>
</tr>
<tr>
<td>WBD2</td>
</tr>
<tr>
<td>WBD3</td>
</tr>
<tr>
<td>WBD4</td>
</tr>
</tbody>
</table>

#### Hike (H) 14.2 Miles

<table>
<thead>
<tr>
<th><strong>ID</strong></th>
<th><strong>DIFFICULTY</strong></th>
<th><strong>LENGTH (MI)</strong></th>
<th><strong>WIDTH (IN)</strong></th>
<th><strong>TARGET GRADE</strong></th>
<th><strong>SURFACE</strong></th>
<th><strong>TRAIL CLASS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>WH1</td>
<td>⚆</td>
<td>1</td>
<td>36</td>
<td>10%</td>
<td>GRAVEL</td>
<td>C</td>
</tr>
<tr>
<td>WH2</td>
<td>⚆</td>
<td>1</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>WH3</td>
<td>⚆</td>
<td>7.6</td>
<td>24</td>
<td>10%</td>
<td>NATIVE</td>
<td>D</td>
</tr>
<tr>
<td>WH4</td>
<td>⚆</td>
<td>2.7</td>
<td>24</td>
<td>12%</td>
<td>NATIVE</td>
<td>D</td>
</tr>
<tr>
<td>WH5</td>
<td>⚆</td>
<td>1</td>
<td>24</td>
<td>12%</td>
<td>NATIVE</td>
<td>D</td>
</tr>
<tr>
<td>WH6</td>
<td>⚥</td>
<td>0.6</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>WH7</td>
<td>⚥</td>
<td>0.2</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
</tbody>
</table>

### Shared Use and Hiking Trail Key

- ⚆ Easy
- ⚥ Moderate
- ⚤ Difficult

### Mountain Bike Trail Key

- ⮣ Moderate
- ⮤ Difficult
Trails on the southern portion of Lookout Mountain have the potential to facilitate regional connections to the Pacific Northwest National Scenic Trail, Lake Whatcom Park trails, DNR’s Blanchard Mountain, and the Chuckanut Mountains. This plan proposes 54.4 miles of non-motorized trail, which includes approximately 5.7 miles of existing system trails. The breakdown of various trail types is as follows:

- Multi-Use Trails- 22.5 miles
- Hike, Equestrian- Bike Ascend Trail, 2.9 miles
- Hike, Bike Trail- 7.1 miles
- Hike, Bike Ascend Trail- 1.4 miles
- Bike Descend Trail- 6.3 miles
- Hike Trail- 14.1
- Total- 54.4 miles

Other improvements associated with this trail plan: additional parking capacity, especially for horse trailers. Given the limitations of existing park trailheads, any additional parking would most likely require acquisition of a separate or satellite property that could provide a trail connection to the proposed trail system.

Lookout Mountain Trail Descriptions

- WMU1- partially existing, 1.3 miles, class B, native/gravel, 48", easy- This trail provides a low-elevation connection to the Galbraith Mountain access road. It also serves as a Sudden Valley Gate 9 and 13 connection via the Lookout Mountain trailhead. This trail will use portions of City of Bellingham land.

- WMU2- new, 3.5 miles, class C, native/gravel, 36", moderate- This trail serves as the northern-most portion of the multi-use link over Lookout Mountain. It links new ascending and descending mountain bike trails to Galbraith Mountain.

- WMU3- new, 2.7 miles, class C, native, 36", moderate- This trail serves as a portion of the multi-use link over Lookout Mountain. It links ascending and descending mountain bike trails WBD4 and WHEBA2.

- WMU4- new, 4.1 miles, class C, native, 36", moderate- This trail serves as a portion of the multi-use link over Lookout Mountain by climbing to the top of the ridge from the north. It links to the southern portion of the ridge trail near the north tower site and descending trail WBD2.

- WMU5- new, 6.6 miles, class C, native, 36", difficult- This trail traverses the ridge from the end of WMU4 near the north tower site south to the existing forest road that accesses Cain Lake. The southern portion of the trail will largely utilize existing user-built sections, though reroutes are necessary. A trail easement through private property will be required to complete this section.

- WMU6- new, 2.4 miles, class D, native, 24", moderate- New loop trail off of WMU5 outside of the watershed. Provides access to old timber, views and backcountry campsites.

- WMU7- new, 1.9 miles, class C, native, 36", moderate- This is a new connection to Squires Lake which is dependent on trail easements with private landowners. It provides a trail link from WMUS to Squires Lake and the PNT.
• WHEBA1- existing, 1.2 miles, class C, gravel road bed with native, 72", moderate- Existing southern portion of the Lookout Mountain Loop Trail. The majority of this trail utilizes old road grades. It will serve as a shorter but steeper access to WMU2, allowing bikes to ascend only toward WBD1.

• WHEBA2- existing, 1.7 miles, road bed, class B, gravel, 96", moderate- Existing active road connecting the main Lookout road and the top of WMU4. It serves as an multi-use link to the ridge trail and an ascending bike route to WBD3 and WHB3.

• WHB1- new, 0.8 miles, class C, native, 36", moderate- Short new connection for the ascending and descending route between Lookout Mountain trailhead and the lower Galbraith connection. This trail will use portions of City of Bellingham land.

• WHB2- existing/new, 4.1 miles, class C, native, 36", moderate- Using partial alignment with existing user-built trail from Galbraith, this trail allows 2-way hiking and biking as the connector to the multi-use ridge trail system and the descending WBD1. The existing route needs realignment to stay entirely on public land. This trail will serve as the upper Galbraith connector.

• WHB3- new, 1.5 miles, class C, native, 24", moderate- This trail provides a connection between WMU4, WBD3 and the Lookout Mountain Road. It allows “sessioning” of WBD2 and WBD3, provides a “bailout” option, and adds additional hike and bike loops using the tower road.

• WHB4- existing, 0.7 miles, class B, gravel 48", easy- Improvement of the existing Lookout Mountain Lower Loop Trail to provide access to WMU1 and WHEBA1.

• WHBA1- existing/new, 1.4 miles, class C, native, 36", moderate- This is an ascending bike and 2-way hiking trail between lower Galbraith connector (WMU1) and the upper Galbraith connector (WHB2). It may utilize portions of existing user-built trail that parallels WBD1.

• WBD1- existing/new, 1.5 miles, class D, native, 24", Blue Square/Black Diamond- Descending bike trail utilizing major portions of “Cougar Ridge.” Optional black diamond routes will be available where practical.

• WBD2- existing/new, 0.8 miles, class D, native, 24", Black Diamond- Descending bike trail utilizing the upper half of “Stumpwater.” Reroutes maybe needed to reduce erosion and protect water quality.

• WBD3- existing/new, 2 miles, class D, native, 24", Blue Square- Descending bike trail utilizing the lower half of “Stumpwater.” May be accessed from WBD2 or WHB3. Reroutes maybe needed to reduce erosion and protect water quality. Optional black diamond routes will be available where practical.

• WBD4- new, 2 miles, class D, native, 24", Blue Square- New descending bike trail beginning near the ridge at the junction of WHEBA2 and WMU3; ending near the intersection of WHEBA2 and the Lookout Mountain Road.

• WH1- existing, 1 mile, class C, native with existing road sections, 36", moderate- This trail utilizes major portions of the northern half of the Lookout Mountain Loop Trail. Future reroutes will be required. This trail allows shorter hiking loops from the Lookout Mountain trailhead and Sudden Valley gate 9 and 13.
• WH2- partially existing, 1 mile, class C, native, 36”, easy- This trail will parallel the Lookout Mountain Road, providing a hiking only off-road connection between the existing Waterfall trail system and the junction with WHEBA2. Provides a link to the NW portion of Sudden Valley Gate 5 homes. A bridge structure will be required to cross the creek to connect to WHEBA1.

• WH3- new, 7.6 miles, class D, native, 24”, difficult- New hiker only trail from approximately mile 2 of the Lookout Mountain Road to Cain Lake. Existing terrain in this section includes deep ravines and pose difficult trail building conditions.

• WH4- new, 2.7 miles, class D, native, 24”, difficult- New hiker only connection between WH3 and WMU5 along the ridge. Allows hiking loops to campsites along WH5 utilizing WH3 and the multi-use ridge trail.

• WH5- new, 1 mile, class D, native, 24”, moderate- New hiker only loop providing access to backcountry campsites from the north or south via WH3.

• WH6- existing, 0.6 miles, class C, native, 24”, moderate- This existing trail accesses the lower waterfall near WMU1 and connects to the Lookout Mountain road.

• WH7- existing, 0.2 miles, class C, native, 24”, moderate- This existing trail accesses the upper waterfall and links WH2 to WH6.
Lake Whatcom Park Trail Plan

Similar to Lookout Mountain, the draft Lake Whatcom trail plan also concentrates the highest level of trail development near the existing trailhead parking areas as well as high disturbance areas such as the existing Bonneville Power Administration (BPA) electrical transmission corridor and the Wickersham Truck Trail road. The plan enhances the existing trail system by creating a variety of multi-use and single-use trails that offer a diversity of trail experiences, loop opportunities, and challenge levels.

### LAKE WHATCOM PARK

#### Shared Use Trails

<table>
<thead>
<tr>
<th>ID</th>
<th>DIFFICULT</th>
<th>LENGTH (MI)</th>
<th>WIDTH (IN)</th>
<th>TARGET GRADE</th>
<th>SURFACE</th>
<th>TRAIL CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMU1</td>
<td></td>
<td>0.2</td>
<td>96</td>
<td>&lt;5%</td>
<td>GRAVEL</td>
<td>A</td>
</tr>
<tr>
<td>EMU2</td>
<td></td>
<td>12</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU3</td>
<td></td>
<td>1.5</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU4</td>
<td></td>
<td>1</td>
<td>24</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU5</td>
<td></td>
<td>0.3</td>
<td>96</td>
<td>5%</td>
<td>GRAVEL</td>
<td>B</td>
</tr>
<tr>
<td>EMU6</td>
<td></td>
<td>0.1</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU7</td>
<td></td>
<td>0.7</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU8</td>
<td></td>
<td>0.5</td>
<td>24</td>
<td>12%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU9</td>
<td></td>
<td>0.7</td>
<td>24</td>
<td>12%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU10</td>
<td></td>
<td>0.8</td>
<td>24</td>
<td>12%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EMU11</td>
<td></td>
<td>0.3</td>
<td>36</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
</tbody>
</table>

#### Bike (B) 0.3 Miles

<table>
<thead>
<tr>
<th>ID</th>
<th>DIFFICULT</th>
<th>LENGTH (MI)</th>
<th>WIDTH (IN)</th>
<th>TARGET GRADE</th>
<th>SURFACE</th>
<th>TRAIL CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EB1</td>
<td></td>
<td>0.3</td>
<td>24</td>
<td>7%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
</tbody>
</table>

#### Bike Descend (BB) 0.3 Miles

<table>
<thead>
<tr>
<th>ID</th>
<th>DIFFICULT</th>
<th>LENGTH (MI)</th>
<th>WIDTH (IN)</th>
<th>TARGET GRADE</th>
<th>SURFACE</th>
<th>TRAIL CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EBD1</td>
<td></td>
<td>2</td>
<td>24</td>
<td>10%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EBD2</td>
<td></td>
<td>1.3</td>
<td>18</td>
<td>12%</td>
<td>NATIVE</td>
<td>D</td>
</tr>
</tbody>
</table>

#### Hike (H) 6.9 Miles

<table>
<thead>
<tr>
<th>ID</th>
<th>DIFFICULT</th>
<th>LENGTH (MI)</th>
<th>WIDTH (IN)</th>
<th>TARGET GRADE</th>
<th>SURFACE</th>
<th>TRAIL CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EH1</td>
<td></td>
<td>3.6</td>
<td>24</td>
<td>12%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EH2</td>
<td></td>
<td>3.3</td>
<td>18</td>
<td>10%</td>
<td>NATIVE</td>
<td>D</td>
</tr>
</tbody>
</table>

#### Hike, Bike (HB) 8 Miles

<table>
<thead>
<tr>
<th>ID</th>
<th>DIFFICULT</th>
<th>LENGTH (MI)</th>
<th>WIDTH (IN)</th>
<th>TARGET GRADE</th>
<th>SURFACE</th>
<th>TRAIL CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EHB1</td>
<td></td>
<td>3</td>
<td>96</td>
<td>&lt;5%</td>
<td>GRAVEL</td>
<td>B</td>
</tr>
<tr>
<td>EHB2</td>
<td></td>
<td>3.2</td>
<td>48</td>
<td>6%</td>
<td>GRAVEL</td>
<td>B</td>
</tr>
<tr>
<td>EHB3</td>
<td></td>
<td>1</td>
<td>36</td>
<td>7%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EHB4</td>
<td></td>
<td>0.5</td>
<td>36</td>
<td>7%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EHB5</td>
<td></td>
<td>0.3</td>
<td>96</td>
<td>5%</td>
<td>NATIVE</td>
<td>B</td>
</tr>
</tbody>
</table>

#### Hike, Bike Ascend (HBA) 7 Miles

<table>
<thead>
<tr>
<th>ID</th>
<th>DIFFICULT</th>
<th>LENGTH (MI)</th>
<th>WIDTH (IN)</th>
<th>TARGET GRADE</th>
<th>SURFACE</th>
<th>TRAIL CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EHBA1</td>
<td></td>
<td>6</td>
<td>36</td>
<td>7%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
<tr>
<td>EHBA2</td>
<td></td>
<td>1</td>
<td>36</td>
<td>7%</td>
<td>NATIVE</td>
<td>C</td>
</tr>
</tbody>
</table>
The highest priority connection provides a link from the south end of the Hertz Trail to Blue Canyon Road. Trails from the north end of Lake Whatcom Park will link to the existing trail system on DNR's Olsen Creek Block from the Y Road Trailhead. Future trail links to the south are also possible via DNR's Haner Block to DNR’s Alger Mountain and Lookout Mountain Park. This plan proposes 43.6 miles of non-motorized trail, which includes approximately 4 miles of existing system trails. The breakdown of various trail types is as follows:

- Multi-Use Trails- 18.1 miles
- Hike, Bike Trail- 8 miles
- Hike, Bike Ascend Trail- 7 miles
- Bike Trail- 0.3 miles
- Bike Descend Trail- 3.3 miles
- Hike Trail- 6.9
- Total- 43.6 miles

Other improvements include new parking area (P3) and/or an expanded P2 at Lake Whatcom Park. Additional restroom facilities are needed at P1, P2, and along the Hertz Trail. All new parking facilities will incorporate appropriate surface stormwater treatment facilities as well as low-impact development strategies in order to satisfy current Department of Ecology stormwater requirements. Improvements should also be included to upgrade existing parking areas to current stormwater standards.

Lake Whatcom Park Trail Descriptions

- EMU1- new, 0.2 miles, class A, gravel, 96", easy- This trail connects the existing trailhead parking at P2 with potential future parking at P3, this trail then connects to EMU2 to access the Smith Creek and Y Road trails

- EMU2- new, 12 miles, class C, native, 36", difficult- This multi-use trail provides a long distance loop from the trailhead around the top of the Smith Creek drainage. The trail links to other multi-use and single-use trails as well as the Wickersham Truck Trail. Small trail linkages will provide access to existing user-built trails from the Y Road Trailhead as well as to existing forest roads for public and administrative access.

- EMU3- new, 1.5 miles, class C, native, 36", moderate- This multi-use trail parallels the Wickersham Truck Trail higher on the mountain. It provides a non-road link to trails in the southern part of the park as well as future connections to DNR property to the south. Much of this trail is within the cleared corridor of the BPA transmission lines. As a result, extensive view opportunities will exist along this trail. This trail may utilize portions of existing user-built trails in the area.

- EMU4- new, 1 mile, class C, native, 24", moderate- This multi-use trail continues the desired connection to DNR land to the south.

- EMU5- existing, 0.3 miles, class B, gravel, 96", easy- This short trail utilizes an existing spur road from the Wickersham Truck Trail to a landing that currently serves as a viewpoint. As the forest matures, some vegetation management will be needed to maintain views of Lake Whatcom and Lookout Mountain.

- EMU6- new, 0.1 miles, class C, native, 36", moderate- This short connector trail links the park trail system to the DNR Olsen Creek Block as an access to the Y Road trails.
• EMU7- new, 0.7 miles, class C, native, 36”, moderate- This connector trail links the park trail system to the DNR Olsen Creek Block as an access to the Y Road trails.

• EMU8- new, 0.5 miles, class D, native, 24”, moderate- This spur leads from EMU2 to a potential campsite high above the Smith Creek drainage.

• EMU9- new, 0.7 miles, class D, native, 24”, moderate- This spur leads from EMU2 to a potential campsite high above the Smith Creek drainage.

• EMU10- new, 0.8 miles, class C, native, 24”, moderate- This connector trail links the park trail system to an existing active road at the top of the ridge. This trail will provide construction and maintenance access.

• EMU11- new, 0.3 miles, class C, native, 36”, moderate- This short trail provides the lowest elevation link from the park trail system to the DNR Olsen Creek Block as an access to the Y Road trails.

• EHB1, existing Hertz Trail, 3 miles, Class B, gravel, 96”, easy. This trail provides an easy hike and bike experience along the Lake Whatcom shoreline following the historic Bellingham Bay and Eastern Railroad corridor. Existing trail features include lake access, waterfall views, and covered pedestrian bridges. Future work: complete acquisition to connect to Blue Canyon Rd; improve to ADA accessible surface for the entire length. Improve signage, both regulatory and interpretive themes. Install new restroom at milepost 2.0.

• EHB2, new, 3.2 miles, Class B, gravel, 48”, moderate. This trail is envisioned to provide a family-friendly return loop between the trailhead and the second bridge on the Hertz Trail. The trail will provide additional scenic access to waterfalls, views of Lake Whatcom, and mature forests. Depending on terrain, this trail may provide access to EHB2.

• EHB3, existing, 1 mile, class C, native, 36”, moderate. This trail will utilize portions of the existing trail that leaves P2 to the north. It will provide a connection to the new climbing trail EHBA1 and the end of bike-only descending trail EBD1.

• EHB4, new, 0.5 miles, class C, native, 36” moderate. This is a new trail that will connect EHBA1 to the Wickersham Truck Trail and bike trails to the north EB1 and EBD1.

• EHB5, existing, 0.3 miles, class B, gravel, 60”, easy. This existing trail connects parking area P2 to the Hertz Trail (EHB1).

• EHBA1, new, 6 miles, class C, native, 36”, moderate. This new trail provides an ascending route for bikes from existing EHB3 and the trailhead to EBD1 and then higher on the mountain to the intersection with the bike-only descending trail EBD2, and multi-use trail EMU2. This trail will include some portions of existing user-built trails that parallels the Wickersham Truck Trail.

• EHBA2, new, 1 mile, class C, native, 36”, moderate- This trail provides a short hike/bike ascending connector from EHB2 to EHBA1 and allows hikers and bikers to access higher elevation trails without returning directly to the trailhead.
• EB1, new, 0.3 miles, class C, native, 24” moderate- This trail is a short bike-only connector from the ascending trails on the south/west side of the Wickersham Truck Trail to the descending EBD trails. This trail will allow exit from EBD2 and entrance to EBD1. This connector allows shorter descending loops of EBD1 and EBD2.

• EBD1, existing/new, 2 miles, class C/D, native, 24”, blue square- This trail is the lower half of the descending only bike trail that utilizes partial alignment with a current user-built trail. The trail will take advantage of sustainable sections of user-built trail on the landscape; portions of the trail will need rerouting to avoid critical areas and meet established trail standards.

• EBD2, existing/new, 1.3 miles, class D, native, 18”, black diamond- This trail is the upper half of the descending-only bike trail that utilizes portions of a current user-built trail. The trail will take advantage of sustainable sections of user-built trail on the landscape; portions of the trail will need rerouting to avoid critical areas and meet established trail standards. Feeds into EBD1

• EH1- new, 3.6 miles, class C, native, 24”, difficult- This hiker only trail begins from EHB2 and connects to hiking and multi-use trails higher on the mountain. This is a challenging hike that provides occasional lake views as it ascends more than 2000ft through older forests via a series of natural benches.

• EH2- new, 3.3 miles, class D, native, 18”, difficult- This hiker only loop trail is accessed from EH1. It provides a primitive trail experience and access to backcountry camping in higher elevation areas at the southern end of the park.
XI. Phasing:

Construction of trails identified in this plan will be constrained by available resources. The phasing plan that is included in this document outlines one possible priority scenario for development. Implementation timelines for completion of each phase are contingent upon many factors and are not estimated in this document. The four proposed phases for each trail plan are as follows:

Lookout Mountain Park

Phase 1:
- WMU1- Continue construction from the existing trail northwest to COB land.
- WMU2- Construct a new trail from WMU1 to WHB2/WBD1
- WHEBA1- Improve existing trail from WMU1 to WMU2.
- WHB1- Construct new and incorporate existing user-built trail to link WMU2 with WHBA1 and the exit of WBD1.
- WHB2- Realign and improve existing user-built trail connecting WMU2/WMU3/WBD1 and Galbraith Mountain trails.
- WBD1- Realign and improve existing user-built trail between WHB2/WMU2/WMU3 and WHB1
- WHBA1- Construct new and incorporate existing user-built trail to link WHB1/exit of WBD1 with WHB2
- WBD2/WBD3- Realign and improve existing user-built trail
- WH6/WH7- Realign and improve existing trail adjacent to the waterfalls
- Close and rehabilitate existing user-built trail not included in this plan

Phase 2:
- WMU3- Construct a new trail to link WHB2/WMU2 to WHEBA2/WBD4
- WHEBA2- Improve the existing road to connect the Lookout Mountain road/WH1 to WMU3/WBD4
- WH2- Construct a new trail linking trails near the trailhead to WHEBA2
- WBD4- Construct a new trail between the WHEBA2/WMU3 junction and the Lookout Mountain road.
- WHB3- Construct the eastern portion of trail that connects WBD2/WBD3 with the Lookout Mountain road.

Phase 3:
- WMU4- Construct new trail from WMU3 to WBD2.
- WMU5- Construct new trail from WMU4/WBD2 to DNR land adjacent to Cain Lake and the Glenhaven neighborhood. This trail requires a public access agreement or acquisition prior to construction.
- WHB3- Construct the western portion of this trail to link WMU4 and WBD2/WBD3.

Phase 4:
- WH3- Construct new trail between Cain Lake and the Lookout Mountain road.
- WH4- Construct new trail from WMU5 to WH3.
- WH5- Construct new trail to backcountry campsites along a return loop to WH3.
- WMU6- Construct new trail to backcountry campsites along a return loop to WMU5.
- WMU7- Construct new trail to Squires Lake Park. This trail will require a public access agreement or acquisition prior to construction
- Trailhead and infrastructure improvements will occur concurrently with this plan, but are not outlined as part of this plan and are contingent on funding and permitting.
Lake Whatcom Park

Phase 1:

- EHB1- Maintain existing Hertz Trail
- EHB3- Beginning from the trailhead at parking area P2, improve and realign to access to EHBA1 and the exit of EBD1
- EHBA1- Construct lower portion of EHBA1 using sections of existing user-built trail to connect to EHB4.
- EHB4- Construct a short trail between EHBA1 and the Wickersham Truck Trail
- EB1- Construct a short trail from the Wickersham Truck Trail to EBD1/EBD2
- EMU5- Use existing road grade to connect the Wickersham Truck Trail to the viewpoint. Complete vegetation management activities to maintain view of Lake Whatcom and Lookout Mountain.
- EBD1 and EBD2- Realign existing user-built descending trail
- EHB2- Construct new trail between the second bridge on EHBl to the lower end of EH1.
- EH1- Construct new trail between EHB2 and the Wickersham Truck Trail using portions of existing user-built trails.
- Close and rehabilitate existing user-built trail not included in this plan

Phase 2:

- EHBA2- Construct new trail from EHBl to EHBA1
- EHBA1- Construct the upper portion of the trail between EHB4 and the top of EBD2
- EH2- Construct new trail and campsites to the south of EH1.
- EMU2, EMU11- Construct EMU11 and a portion of EMU2 from the trailhead to the lowest-elevation connection to the DNR Olsen Creek Block.

Phase 3:

- EMU1- Construct a new trail from existing parking area P2 to a potential new parking area P3
- EMU2- Construct two sections of EMU2; one section continues from Phase 2 construction near the trailhead to the next DNR Olsen Creek Block connector (EMU6); the second new section leads to EMU8 and backcountry campsites from the junction of the Wickersham Truck Trail and EHBA1/EBD2.
- EMU8- Construct new spur trail to backcountry campsites
- EMU3- Construct a new trail high on the ridge between EMU2 and EH1.
- EHB2- Complete the final section of EHB2.

Phase 4:

- EMU2- Complete the final section of EMU2 from Phase 3 construction
- EMU7, EMU9, EMU10- Construct spurs from EMU2 to existing roads, the DNR Olsen Creek Block, and new backcountry campsites.
- EMU4- Construct a new trail to provide a link to the DNR Haner Mountain Block.
- Trailhead and infrastructure improvements will occur concurrently with this plan, but are not outlined as part of this plan and are contingent on funding and permitting.
Lake Whatcom Park
Trail Phase Plan

Legend

- Parking Area
- Campground
- Lookout Mountain Park Boundary
- Other Whatcom County Parks
- Roads
- Forest Roads
- River/Stream

Viewpoint
Waterfall
Bridge
Proposed Trails
- Phase I
- Phase II
- Phase III
- Phase IV

Lookout Mountain Park

To Bellingham 10 miles

Sunnyside Landing

Proposed Trails
Phase I
Phase II
Phase III
Phase IV

Future connection

Hegg Property

Desirable Future Location

To Valley Hwy 9 3 miles

Figure 6

WHATCOM COUNTY PARKS & RECREATION | DRAFT TRAIL PLAN

Page 31
XII. Summary:

The draft recreational trail plan seeks to outline a vision for development of a non-motorized trail system that provides trail opportunities for hikers, trail runners, equestrians, mountain bikers, other users, while protecting water quality and wildlife habitat.

The proposed plan concentrates the highest level of development near or in proximity to existing trailheads and infrastructure. Existing sustainability built trails have been incorporated into the proposed system rather than constructing completely new trail segments, and large areas that contain steep and unstable slopes, sensitive habitats, and unique natural features have been avoided.

The draft trail plan represents a long-term vision that will take time and resources to become a reality. As more complete information becomes available in terms of actual ground conditions, the plan may require modifications in order to remain consistent with the goals of protecting water quality, preserving habitat while accommodating trail-based recreation.
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td></td>
<td>2/16/2016</td>
<td></td>
<td></td>
<td>Finance Committee</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Update from Sheriff Bill Elfo re: Jail Use Agreement negotiations with COB

**ATTACHMENTS:**

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

**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.)

Update from Whatcom County Sheriff Bill Elfo regarding Jail Use Agreement negotiations with the city of Bellingham

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

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](http://www.co.whatcom.wa.us/council).
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>2/17/2016</th>
<th>2/23/2016</th>
<th>Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TITLE OF DOCUMENT:
Update Port of Bellingham's economic development activities on behalf of County

### ATTACHMENTS:

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
Update on the Port of Bellingham's economic development activities on behalf of the County

### COMMITTEE ACTION:

### COUNCIL ACTION:

### Related County Contract #:

### Related File Numbers:

### 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](http://www.co.whatcom.wa.us/council).
**TITLE OF DOCUMENT:** Resolution to set hearing to sell Tax-Title property by negotiation
 Req. #TR2016-01

**ATTACHMENTS:** Map, Property Profile & Letter from applicant

**SUMMARY STATEMENT OR LEGAL NOTICE**

The Property Management Committee determined the property be sold by negotiation as per R.C.W. 36.35.150(4); when no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve month from the date of the attempted public auction.

Parcel No. 370406.266098.0000 / PID 30379
SUDDEN VALLEY DIV 15 LOT 7 TWN 37N RGE 04E SEC 06

For no less than the principal taxes, interest, penalties, title search and foreclosure costs of $3,839.35

**COMMITTEE ACTION:**

2/9/2016: Held in Committee

**COUNCIL ACTION:**

2/9/2016: Held in Committee

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](http://www.co.whatcom.wa.us/council).
WHEREAS, the following described property is now, and has been the property of the County of Whatcom, State of Washington since: as noted per parcel below; and,

WHEREAS, the Whatcom County Property Management Committee recommends the resolution be passed to effectively meet the legal requirement for the disposal by negotiation pursuant RCW 36.35.150(4) when no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve month from the date of the attempted public auction; and,

WHEREAS, the Whatcom County Property Management Committee recommends its sale by negotiation; and,

WHEREAS, the Whatcom County Property Management Committee recommends the Whatcom County Treasurer enter into negotiations with the applicant; and,

WHEREAS, the principal taxes, interest, penalties, title search and foreclosure costs total $3,839.35; and,

WHEREAS, the Whatcom County Council does deem it in the best interest of the County and the people thereof that said property be sold for no less than the principal taxes, interest, penalties, title search and foreclosure costs; and,

WHEREAS, Resolution 95-005 designated the Whatcom County Treasurer as negotiator in such sales; and,

WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price for said units of property and to determine whether or not a contract will be allowed, or if it will be a cash price;
NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell for a price to be negotiated by the Whatcom County Treasurer, the following Tax-Title property acquired 11/20/2015,

Parcel No. 370406.266098.0000 / PID 30379
SUDDEN VALLEY DIV 15 LOT 7 TWN 37N RGE 04E SEC 06

For no less than the principal taxes, interest, penalties, title search and foreclosure costs of $3,839.35

BE IT FURTHER RESOLVED by the Whatcom County Council, that a public hearing on the matter of the sale of said property, under said terms, be held on the ___ day of _______2016, at ___ p.m., at the __________________________, Whatcom County, Washington; and,

BE IT FURTHER RESOLVED that the Clerk of the Whatcom County Council shall give notice of such hearing in the manner prescribed by law under RCW 36.34.030.

APPROVED this ______ day of _______ 2016

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney
## WHATCOM COUNTY REAL PROPERTY INVENTORY
### PARCEL PROFILE

<table>
<thead>
<tr>
<th>Item #</th>
<th>1074</th>
<th>Parcel #</th>
<th>370406-266098-0000</th>
<th>Custodian</th>
<th>TAX TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PID #</td>
<td>30379</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Acquired</td>
<td>11/20/2015</td>
<td></td>
<td>Purchase Price</td>
<td>$3,839.35</td>
<td></td>
</tr>
</tbody>
</table>

### Location
30 HOLLY VIEW WAY BELLINGHAM
SUDDEN VALLEY DIV 15 LOT 7

### Current Use
9110 RESIDENTIAL

### Zoning
RR3 RES RURAL 3DU/A

### Acreage

<table>
<thead>
<tr>
<th>Estimated or Actual Cost</th>
<th>Land</th>
<th>Building</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assessed Value</td>
<td>$5,462.00</td>
<td>$0.00</td>
<td>$5,462.00</td>
</tr>
</tbody>
</table>

### Special Characteristics
Physical Inspection

### Date Last Reviewed

### Purpose

### Surplused

### Saleability Remarks

### Sale Status

### Lease Info

### Deed
Deed # 5514  | Treasurer's Deed | 12/8/2015 | Auditor's File # 2015-1200926 | Volume, Page

---

Item # 1074  | Parcel # 370406-266098-0000  |

---

63
January 5, 2016

Steven N. Oliver, Whatcom County Treasurer
Attn: Debbie Hayes
311 Grand Avenue, Suite 104
Bellingham, WA 98225

Re: Parcel Number 370406-266098-0000/PID 30379

Pursuant to RCW 36.35.150 (4), enclosed please find our application and related application fee to purchase the referenced property through a 'sale by negotiation'.

We own the home on the adjacent property and would like to purchase this lot so that we can maintain the rural setting around our property. Our intention would be to keep this lot in a natural state so that it can remain a scenic border and habitat for wildlife. We are aware of the accumulated costs and taxes as of the prior auction and understand that there will also be additional fees. We have sufficient cash to purchase the property without financing and can close in a timely manner if approved.

Please contact me at (815) 353-4145 or prlcpa0625@gmail.com should you require any additional information. Thank you for consideration of our interest in purchasing this property.

Sincerely,

Paul R. Lee
TITLE OF DOCUMENT: 2016 Supplemental Budget Request #5

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

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.)

Supplemental #5 requests funding from the General Fund:

1. To appropriate $119,714 in Health to fund Nurse Family Partnership Program expansion from grant proceeds.
2. To appropriate $42,060 in Health to fund Marijuana Prevention Program from grant proceeds.

From the Emergency Management Fund:
3. To appropriate $79,998 to fund Federal Fiscal Year 2015 State Homeland Security Program from grant proceeds.

From the Public Utilities Improvement Fund:
4. To appropriate $2,000,000 in Non-Departmental to fund C Street Terminal Infrastructure Rehabilitation Project EDI loan.
5. To re-appropriate $3,000,000 in Non-Departmental to fund All American Marine Expansion Project EDI loan and grant.
WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016 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 2015-2016 Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following additional amounts to the 2016 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td>161,774</td>
<td>(194,784)</td>
<td>(33,010)</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>161,774</td>
<td>(194,784)</td>
<td>(33,010)</td>
</tr>
<tr>
<td>Emergency Management Fund</td>
<td>79,998</td>
<td>(79,998)</td>
<td>-</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>5,000,000</td>
<td>(5,000,000)</td>
<td>-</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>5,241,772</td>
<td>(5,274,782)</td>
<td>(33,010)</td>
</tr>
</tbody>
</table>

In addition, the Authorized Position listing in the 2015-2016 Budget Ordinance should be amended to provide for the following FTE change:

- Add 1 FTE Public Health Nurse in Health

ADOPTED this __ day of _________________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: ____________________
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td>To fund Nurse Family Partnership Program expansion from grant proceeds.</td>
<td>119,714</td>
<td>(149,360)</td>
<td>(29,646)</td>
</tr>
<tr>
<td>Health</td>
<td>To fund Marijuana Prevention Program from grant proceeds.</td>
<td>42,060</td>
<td>(45,424)</td>
<td>(3,364)</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>161,774</td>
<td>(194,784)</td>
<td>(33,010)</td>
</tr>
<tr>
<td><strong>Emergency Management Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund Federal Fiscal Year 2015 State Homeland Security Program from grant proceeds.</td>
<td>79,998</td>
<td>(79,998)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Public Utilities Improvement Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund C Street Terminal Infrastructure Rehabilitation Project EDI loan.</td>
<td>2,000,000</td>
<td>(2,000,000)</td>
<td>-</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund reappropriation of All American Marine Expansion Project EDI loan and grant.</td>
<td>3,000,000</td>
<td>(3,000,000)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Public Utilities Improvement Fund</strong></td>
<td></td>
<td>5,000,000</td>
<td>(5,000,000)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>5,241,772</td>
<td>(5,274,782)</td>
<td>(33,010)</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: Patty Proctor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Expenditure Type: Ongoing  Year 2  2016  Add'l FTE  Add'l Space  Priority 1

Name of Request: HVSA Expansion Funding

X

Department Head Signature (Required on Hard Copy Submission)  Date  11/25/16

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4334.0561</td>
<td>Nurse Family Partnership</td>
<td>($149,360)</td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td>$61,883</td>
</tr>
<tr>
<td>6120</td>
<td>Extra Help</td>
<td>$10,214</td>
</tr>
<tr>
<td>6190</td>
<td>Direct Billing Rate</td>
<td>$89,325</td>
</tr>
<tr>
<td>6195</td>
<td>Direct Billing Offset</td>
<td>($89,325)</td>
</tr>
<tr>
<td>6210</td>
<td>Retirement</td>
<td>$6,977</td>
</tr>
<tr>
<td>6230</td>
<td>Social Security</td>
<td>$781</td>
</tr>
<tr>
<td>6230</td>
<td>Social Security</td>
<td>$4,774</td>
</tr>
<tr>
<td>6245</td>
<td>Medical Insurance</td>
<td>$13,074</td>
</tr>
<tr>
<td>6255</td>
<td>Other H&amp;W Benefits</td>
<td>$1,918</td>
</tr>
<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
<td>$699</td>
</tr>
<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
<td>$365</td>
</tr>
<tr>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
<td>$1,988</td>
</tr>
<tr>
<td>6330</td>
<td>Printing</td>
<td>$300</td>
</tr>
<tr>
<td>6370</td>
<td>Medical Supplies</td>
<td>$400</td>
</tr>
<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
<td>$2,200</td>
</tr>
<tr>
<td>6655</td>
<td>Interpreter Services</td>
<td>$800</td>
</tr>
<tr>
<td>6720</td>
<td>Telephone</td>
<td>$900</td>
</tr>
<tr>
<td>6780</td>
<td>Travel-Educ/Training</td>
<td>$7,161</td>
</tr>
<tr>
<td>6869</td>
<td>Equip Rental-Interfund</td>
<td>$5,280</td>
</tr>
</tbody>
</table>

Request Total: ($29,646)

1a. Description of request:

Through a grant received from Thrive Washington, we are expanding our Nurse-Family Partnership program that will require the addition of a 1.0 FTE Public Health Nurse and a 0.3 FTE Cultural Liaison. The Nurse-Family Partnership is an intensive home visiting program that serves low-income first-time moms and their families. Both positions will be grant-funded. This expansion will allow us to forge a partnership with the Lummi Tribal Health Clinic to serve at least 12 Lummi families at any one time in our program.

1b. Primary customers:

Lummi Tribal families

2. Problem to be solved:

We have been implementing the Nurse-Family Partnership since 2012. It has been an important addition to our community's efforts to improve the health and well-being of children and families but, due to limited

Monday, January 25, 2016

Rpt: Rpt Suppl Regular
resources, we have been only running a half program with two nurses. A county of our size would typically be served by a four-nurse team. This expansion will allow us to serve more families overall and provide dedicated services to Lummi families.

3a. Options / Advantages:
Based on our Community Health Assessment, we know that there are pockets of vulnerability in our County in need of extra support, including Lummi. Providing intensive support to young families through the Nurse-Family Partnership can result in a lifetime of improved health and education outcomes for the families. Nurse-Family Partnership has been identified as a program of choice due to its strong evidence-based as a national model of family support as an early childhood intervention.

3b. Cost savings:
Taking less tangible savings (like potential gains in work and wages) into account along with resource cost savings to government, a recent report on Nurse-Family Partnership estimated $9.56 return on investment to society for every dollar invested in the program.

4a. Outcomes:
We will have enrolled 12 Lummi families by the end of 2016.

4b. Measures:
Overall, Nurse-Family Partnership outcomes include reduction in smoking during pregnancy; reduction in preterm births; increase in breastfeeding; reduction in childhood injuries; improved kindergarten readiness and reduction in child maltreatment.

5a. Other Departments/Agencies:
We will partner with the Lummi Tribal Health Clinic which will allow us to provide dedicated services to Lummi families.

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

6. Funding Source:
We have been awarded a grant from Thrive Washington that will fund the expansion of the program. This grant includes administrative indirect in the amount of $29,646. The grant period is January 1, 2016 through December 31, 2016.
**Supplemental Budget Request**

**Health**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: Patty Proctor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Expenditure Type:** Ongoing  
**Year:** 2016  
**Add'l FTE:** □  
**Add'l Space:** □  
**Priority:** 1

**Name of Request:** Prevention Program Marijuana

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

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4334.04699</td>
<td>Misc DSHS Grants</td>
<td>($45,424)</td>
<td></td>
</tr>
<tr>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
<td>$1,731</td>
<td></td>
</tr>
<tr>
<td>6330</td>
<td>Printing</td>
<td>$3,077</td>
<td></td>
</tr>
<tr>
<td>6630</td>
<td>Professional Services</td>
<td>$37,252</td>
<td></td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>($3,364)</strong></td>
<td></td>
</tr>
</tbody>
</table>

1a. **Description of request:**

Substance abuse prevention services will be delivered. Case management services will be provided, as well as community education and outreach for substance abuse. Case management will be provided by Communities In Schools (CIS), which has been evaluated as an effective approach to reduce risk for substance abuse, while increasing academic success.

1b. **Primary customers:**

Middle School Youth will be the primary recipients of services. Family members, siblings, and the larger public will be secondary recipients.

2. **Problem to be solved:**

Youth who initiate substance use early are more likely to experience issues of addiction as adults, have less academic success while in school, and have more involvement in the criminal justice system. When youth can be connected to essential support services and systems, they have increased ability to exhibit healthy behaviors. Case management services help to facilitate a connection between student needs with existing resources, improving academic success while reducing risks for unhealthy behaviors.

3a. **Options / Advantages:**

Use of these funds was limited by the state to 12 specific programs. All 12 programs were reviewed for feasibility of implementation, and case management services were identified as the most beneficial to address local needs, while also demonstrating sufficient local support to implement.

3b. **Cost savings:**

Elements of Communities In Schools demonstrate up to as much as an 80% Benefit-Cost Percentage. According to the Washington State Institute on Public Policy, "The statute defining evidence-based practices requires that, when possible, a benefit-cost analysis be conducted. We use Washington State Institute on Public Policy’s benefit-cost model to determine whether a program meets this criterion. Programs that do not have at least a 75% chance of a positive net present value do not meet the benefit-cost test. The Washington State Institute on Public Policy model uses Monte Carlo simulation to test the probability that benefits exceed costs. The 75% standard as deemed an appropriate measure of risk aversion."  

4a. **Outcomes:**

The primary outcomes of these services will include staying in school, progressing to the next grade level, and ultimately graduating from high school. The reduction in risk factors to achieve these positive outcomes will also reduce risk for substance abuse, poor mental health, and other negative effects.
Supplemental Budget Request

Health Human Services

Status: Pending

<table>
<thead>
<tr>
<th>Supp# ID #</th>
<th>Fund 1</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>2134</td>
<td>1</td>
<td></td>
<td>Patty Proctor</td>
</tr>
</tbody>
</table>

consequences.

4b. Measures:
Academic success is tracked for recipients of Communities in Schools services. The program will track and report the successful progression of Communities in Schools services participants from one grade to the next, compliance with academic improvement goals, rates of staying in school, and graduation rates. These are built-in measures to the program implementation.

5a. Other Departments/Agencies:
This request will not impact other departments, but will provide additional resources to Communities In Schools (CIS) of Whatcom County. The additional resources will increase their staffing capacity to deliver case management services in targeted locations, allowing more students to be served.

5b. Name the person in charge of implementation and what they are responsible for:
Communities In Schools will deliver the service, and the Executive Director will oversee all operations of the staff and programs. Kathryn DeFilippo is the current Executive Director of Communities In Schools. The contract with Communities In Schools will be managed by Health Department staff.

6. Funding Source:
Dedicated marijuana tax funding from the State of Washington Department of Health and Social Services, Division of Behavioral Health award. Whatcom County contract number 20150911. This grant includes administrative indirect in the amount of $3,364.
To: Jack Louws, County Executive

From: Sheriff Bill Elfo, Director
       John Gargett, Deputy Director
Whatcom County Sheriff's Office Division of Emergency Management

Subject: Supplemental Budget Request ID # 2133

Date: January 21, 2016

The attached Supplemental Budget Request seeks authority to expend $79,998 to be reimbursed from the US Department of Homeland Security State Homeland Security Program Grant for Federal Fiscal Year 2015.

- Background and Purpose
Whatcom County Sheriff’s Office Division of Emergency Management (DEM) was awarded $79,998 from the US Department of Homeland Security (DHS) State Homeland Security Program for Federal Fiscal Year 2015 (SHSP-2015). This grant flows from DHS through the Washington State Military Department – Emergency Management Division and Snohomish County to Whatcom County. This is the 13th year that Whatcom County has received an SHSP award.

DHS provides SHSP funds for projects supporting efforts to build, sustain, and deliver core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas to achieve the National Preparedness Goal of a secure and resilient Nation.

SHSP-15 funds will be used to support planning, training, and exercise activities, public education and outreach efforts, and supplies and small tools/equipment acquisition.

The performance period for this grant runs from September 1, 2015 through June 30, 2017.

- Funding Amount and Source
$79,998 from a Federal Grant: DHS, SHSP-2015, Contract #E16-053-Whatcom

Please contact John Gargett or Frances Burkhart if you have any questions.
Supplemental Budget Request

Superintendent: Pending

Sheriff

Emergency Management

Supp ID # 2133  Fund 167  Cost Center 16782  Originator: Frances Burkhart

Expenditure Type: One-Time  Year 1  2015  Add'l FTE  Add'l Space  Priority 1

Name of Request: SHSP-2015

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4333.8705</td>
<td>St Homeland Sec Grt Prg</td>
<td>($79,998)</td>
</tr>
<tr>
<td>6120</td>
<td>Extra Help</td>
<td>$26,500</td>
</tr>
<tr>
<td>6230</td>
<td>Social Security</td>
<td>$1,950</td>
</tr>
<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
<td>$550</td>
</tr>
<tr>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
<td>$900</td>
</tr>
<tr>
<td>6330</td>
<td>Printing</td>
<td>$98</td>
</tr>
<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
<td>$32,500</td>
</tr>
<tr>
<td>6630</td>
<td>Professional Services</td>
<td>$5,000</td>
</tr>
<tr>
<td>6780</td>
<td>Miscellaneous Communicat</td>
<td>$2,750</td>
</tr>
<tr>
<td>6780</td>
<td>Travel-Educ/Training</td>
<td>$1,500</td>
</tr>
<tr>
<td>6790</td>
<td>Travel-Other</td>
<td>$750</td>
</tr>
<tr>
<td>7110</td>
<td>Registration/Tuition</td>
<td>$500</td>
</tr>
<tr>
<td>7140</td>
<td>Meeting Refreshments</td>
<td>$2,000</td>
</tr>
<tr>
<td>7410</td>
<td>Equipment-Capital Outlay</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Request Total $0

1a. Description of request:
The US Dept of Homeland Security (DHS) FFY2015 State Homeland Security Program (SHSP-2015) grant awarded $79,998 to Whatcom County Sheriff’s Office Division of Emergency Management (WCSO-DEM) to support the building, sustainment, and delivery of core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas that are essential to achieving the National Preparedness Goal of a secure and resilient Nation. This is the 13th year that Whatcom County has received an SHSP grant. WCSO-DEM is requesting budget authority to begin work on grant deliverables.

1b. Primary customers:
Local emergency management, partner agencies, and the residents of Whatcom County.

2. Problem to be solved:
Whatcom County is at risk from a number of natural and man-made hazards, including floods, wildfires, earthquakes, tsunamis, volcanoes, severe weather, hazardous materials, and terrorist activities. Catastrophic events that are not prevented, prepared for, or responded to quickly and effectively have the potential to inflict great harm on the people, property, economy, and environment of Whatcom County.

3a. Options / Advantages:
SHSP funds are awarded specifically for projects that would otherwise have to be funded with local monies, postponed, or eliminated.

Sunday, January 24, 2016
**Supplemental Budget Request**

**Status:** Pending

<table>
<thead>
<tr>
<th>Sheriff</th>
<th>Emergency Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp'ID # 2133</td>
<td>Fund 167 Cost Center 16782 Originator: Frances Burkhart</td>
</tr>
</tbody>
</table>

3b. Cost savings:
$79,998

4a. Outcomes:
SHSP-2015 funds will support planning activities, training and exercise, public education and outreach, and small tools/equipment purchases. The small tools and equipment budget includes Personal Protective Equipment (PPE) for the Sheriff's Office. The capital equipment budget is earmarked for an access control/intrusion detection system for the Whatcom Unified Emergency Coordination Center.

4b. Measures:
DEM will monitor program projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:
In developing plans, training, and exercises, DEM works with a number of partner agencies, including municipal jurisdictions, law enforcement, fire services, public works, medical providers, transit agencies, educational institutions, Red Cross, and private industries. This coordination provides a whole community approach to emergency management.

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

6. Funding Source:
Federal Grant: DHS, SHSP-2015, CFDA # 97.067
MEMORANDUM

TO: Whatcom County Council members

FROM: Jack Louws, County Executive

RE: EDI Program – 2 Interlocal Loan & Grant Agreements with The Port of Bellingham

DATE: January 21, 2016

Attached are two Supplemental budget requests for spending authority on two EDI Interlocal Loan and Grant Agreements for which budget authority is required.

1) **C Street Terminal Infrastructure Rehabilitation Project.** In 2013, the Council adopted the EDI Board’s recommendation to provide $3-milllion in EDI-program funding for this project. The Port expected to commence work in 2015, and partial funding was authorized ($1-million grant). Project work has been delayed, and the current status indicates that work will be completed by late Fall of 2016. Accordingly, the $1-million is being reappropriated, and we are now requesting budget authority for the additional $2-million, for loan funding.

2) **All American Marine Expansion Project.** EDI funds in the amount of $3-milllion were appropriated for this project in November of 2015. Immediately thereafter, a project scope modification was proposed by the Port, and approved by Council in December 2015. This modification delayed the completion of the EDI Interlocal Loan and Grant Agreement. The agreement is now in place. The Port expects to complete this project in 2016 as well; therefore, we are requesting budget authority for the full $3,000,000 ($2-million loan and $1-million grant).

This program funding is derived from the Public Utilities Improvement Fund.

If you should have any questions regarding either of these supplemental budget requests, please contact me.
**Supplemental Budget Request**

**Executive**

<table>
<thead>
<tr>
<th>Supp'L ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>2132</td>
<td>332</td>
<td>332233</td>
<td>Suzanne Mildner</td>
</tr>
</tbody>
</table>

**Expenditure Type:** One-Time  | **Year:** 2016  | **Add'l FTE:** ☐  | **Add'l Space:** ☐  | **Priority:** 1  

**Name of Request:** EDI loan - POB C Street Rehab

![Signature]

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

**Date:** 1/21/16

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>7220</td>
<td>Intergov Subsidies</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Request Total:** $2,000,000

---

1a. **Description of request:**

This request is for budget authority for EDI loan funding for the Port of Bellingham's C Street Terminal Rehabilitation Project.

1b. **Primary customers:**

Port of Bellingham

2. **Problem to be solved:**

In the Fall of 2013, the County Council authorized EDI funding in the amount of $3,000,000 for the Port of Bellingham's C Street Terminal Rehab project. An Interlocal Agreement and $1,000,000 for grant funding was authorized in 2015. It is expected that the project will be completed in 2016. Therefore, authorization for the remaining $2,000,000, which is for loan funding, is being requested at this time to allow for completion of this project by Port of Bellingham.

3a. **Options / Advantages:**

The EDI Board and County Council previously determined that this project meets the objectives of the EDI Program project guidelines.

3b. **Cost savings:**

N/A

4a. **Outcomes:**

Project completion is estimated to be late 2016.

4b. **Measures:**

Final project report and budget summary.

5a. **Other Departments/Agencies:**

Port of Bellingham

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

Port of Bellingham personnel will submit payment requests and final report on the project.

6. **Funding Source:**

Public Utilities Improvement Fund

---

**Thursday, January 21, 2016**

Rpt. Rpt Suppl Regular
Supplemental Budget Request

Executive

Supp ID # 2131  Fund 332  Cost Center 332234  Originator: Suzanne Mildner

Expenditure Type: One-Time  Year 2 2016  Add'l FTE  Add'l Space  Priority 1

Name of Request: Reappropriation POB All American EDI

[Signature]  1/21/16

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>7220</td>
<td>Intergov Subsidies</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>7221</td>
<td>Intergov Subsidies-Grants</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Request</td>
<td>Total</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

1a. Description of request:
This is a reappropriation request for the EDI Program funding for the Port of Bellingham's All American Marine Expansion project.

1b. Primary customers:
Port of Bellingham

2. Problem to be solved:
Funds were appropriated for this project in November of 2015. Then a project scope modification request was submitted by Port of Bellingham and approved by County Council in December of 2015. This process delayed the completion of the Interlocal Agreement. Now an Interlocal Agreement is in place and has been approved by County Council, and we need to reappropriate the funding for 2016. The All American Marine expansion project involves an expansion of this boat manufacturing company's facilities on the waterfront, and has received EDI Board and County Council approval for $3,000,000 in EDI loan and grant funding.

3a. Options / Advantages:
The EDI Board and County Council previously determined that this project meets the objectives of the EDI Program project guidelines.

3b. Cost savings:
N/A

4a. Outcomes:
Project completion is expected to be 4th quarter of 2016

4b. Measures:
Final project report and budget summary

5a. Other Departments/Agencies:
Port of Bellingham

5b. Name the person in charge of implementation and what they are responsible for:
Port of Bellingham personnel will submit payment requests and final report on the project.

6. Funding Source:
Public Utilities Improvement Fund
Ordinance to amend Whatcom County Ordinance 2010-040 to authorize additional capital projects for which unexpended bond proceeds may be used by the County.

REQUEST COUNTY COUNCIL AUTHORIZATION TO AMEND ORDINANCE 2010-040 TO AUTHORIZE ADDITIONAL CAPITAL PROJECTS FOR WHICH UNEXPENDED BOND PROCEEDS MAY BE USED BY THE COUNTY.

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.)

Request County Council authorization to amend Ordinance 2010-040 to authorize additional capital projects for which unexpended bond proceeds may be used by the County.

COMMITTEE ACTION:
2/9/2016: Introduced 7-0

COUNCIL ACTION:

Related County Contract #: Related File Numbers: 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.
MEMO:

TO: Whatcom County Council  
DATE: January 28, 2016  
FROM: Tyler Schroeder, Deputy Executive  
RE: Ordinance to amend Whatcom County Ordinance 2010-040

Background and Purpose:

In October 2010, Whatcom County passed Ordinance No. 2010-040 resulting in the issuance Limited Tax General Obligation, 2010B (Taxable Recovery Zone Economic Development Bonds – Direct Payment) for the purpose of financing a portion of the costs to replace the security electronics in the jail and juvenile detention facility, to replace the jail fire alarm system and to create additional emergency exits in the jail housing units.

The aforementioned project is near completion and we project the remaining balance of the bond proceeds to be approximately $700,000.

The attached ordinance amends Ordinance No. 2010-040 to expand the uses of the bond so that the remaining unspent Bond proceeds may be used to:

1) Replace the security controls at the County’s minimum security facility.
2) Study of the deficiencies of the jail and minimum security facility.
3) Make improvements to either facility.

Addressing these needs is a good use of the remaining bond proceeds however the remaining proceeds will not be adequate to address all the facility deficiencies of the jail and work center,

Funding:

The purpose of this ordinance amendment is to authorize additional capital projects using remaining bond proceeds.
ORDINANCE NO. 2016-___

AMENDING ORDINANCE NO. 2010-040 TO AUTHORIZE ADDITIONAL CAPITAL PROJECTS FOR WHICH UNEXPENDED BOND PROCEEDS MAY BE USED BY THE COUNTY

WHEREAS, the County Council of Whatcom County, Washington (the "County") passed Ordinance No. 2010-040 on October 12, 2010 (the "Bond Ordinance"), providing for the issuance of the County’s Limited Tax General Obligation Bonds, 2010B (Taxable Recovery Zone Economic Development Bonds - Direct Payment) (the "Bonds") for the purpose of financing a portion of the costs of replacement of the security electronics in the County jail and juvenile detention facility, replacement of the fire safety systems in the County jail and creation of additional emergency exits in the housing areas of the facility (the "County Jail Project"); and

WHEREAS, the County issued and sold the Bonds on October 25, 2010 in the aggregate principal amount of $1,825,000; and

WHEREAS, the County Jail Project has been completed and the County Council finds it in the public interest to amend the Bond Ordinance, in order to provide authorization for the expenditure of unspent Bond proceeds;

NOW, THEREFORE, BE IT ORDAINED BY THE WHATCOM COUNTY COUNCIL, Ordinance No. 2010-040 is amended as follows:

Section 1. Amendment to Section 1 of Ordinance No. 2010-040. Section 1 of Ordinance No. 2010-040, is hereby amended to read as follows (additions are underscored and deletions are shown as stricken):

Project means the replacement of the security electronics in the County jail and juvenile detention facility, replacement of the fire safety systems in the County jail, and creation of additional emergency exits in the housing areas of the facility, and, following completion of the foregoing, remaining unspent Bond proceeds may also be used for the replacement of the jail controls at the County’s minimum security facility and a contract for a study of the deficiencies in the County jail and minimum security facility and the undertaking of related improvements.
Section 2. Amendment to Section 7 Ordinance No. 2010-040. Section 7 of Ordinance No. 2010-040, is hereby amended to read as follows (additions are underscored and deletions, if any, are shown as stricken):

Section 7. Application of Bond Proceeds and Redemption of the Refunded Bonds.

(a) Project Fund. The Treasurer has heretofore established a special fund of the County designated as the "2010 Jail Improvement Fund" (the "Project Fund"). The proceeds of sale of the Improvement Bonds and the 2010B Bonds shall be deposited in the Project Fund and shall be expended solely to pay the cost of issuing and selling the Improvement Bonds and the 2010B Bonds and, together with other available moneys of the County, shall be used to pay the costs of the Project. Money in the Project Fund shall be invested by the Treasurer, pending disbursement, in any legal investment for County funds.

Any portion of the proceeds of the 2010B Bonds remaining in the 2010 Jail Improvement Fund after all costs of the Project have been paid may be used for any capital purpose of the County or may be transferred to the Bond Fund.

Section 3. Confirmation of Ordinance No. 2010-040. Ordinance No. 2010-040, as amended by this amendatory ordinance, is hereby ratified, approved and confirmed.

Section 4. Effective Date. This ordinance shall become effective immediately upon its adoption.

ADOPTED this day of , 2016.

WHATCOM COUNTY COUNCIL
ATTEST: WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM: WHATCOM COUNTY, WASHINGTON

Daniel L. Gibson
Civil Deputy Prosecutor

Jack Louws, County Executive

Date Signed: ____________________________
( ) Approved ( ) Denied
CERTIFICATE

I, the undersigned, Clerk of the County Council of Whatcom County, Washington, (the “County”) and keeper of the records of the County Council (“Council”), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. 2016-___ of the Council (herein called the “Ordinance”), duly adopted at a regular meeting thereof held on the ___ day of February, 2016.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption of the Ordinance; that all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of February, 2016.

Dana Brown-Davis, Clerk of the Council
**TITLE OF DOCUMENT:**
Resolution cancelling uncollectible personal property taxes

**ATTACHMENTS:**
- Cover letter
- Resolution
- Resolution with Exhibit A

**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.)

The County Treasurer is required by law (RCW 84.56.240) to present a list of uncollectible personal property to the Council for cancellation.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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.
MEMORANDUM

TO: Jack Louws, Whatcom County Executive
FROM: Steven N. Oliver, Treasurer
DATE: February 3, 2016
RE: Resolution cancellation

We are presenting this resolution, consistent with RCW 84.56.240 and RCW 59.20.030, for cancellation of personal property taxes which are considered to be uncollectible, for delivery to the Whatcom County Council for consideration at its meeting on February 23, 2016. Council's action is required to formally cancel the uncollectible personal property tax.

We certify that we have made diligent search and inquiry for goods and chattels to collect such tax and were unable to collect the same.
RESOLUTION NO. _______
CANCELLING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

WHEREAS, RCW 84.56.240 requires that the treasurer shall file with the county legislative authority (county council) a list of uncollectible personal property taxes; and

WHEREAS, Council action is required to formally cancel the uncollectible personal property tax;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the uncollectible personal property tax, attached hereto as Exhibit A & B, is hereby cancelled.

APPROVED this _____ day of February, 2016.

ATTEST: 
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Pros. Atty.
### Exhibit A - Business

<table>
<thead>
<tr>
<th>PID</th>
<th>NAME AND ADDRESS</th>
<th>REASON</th>
<th>YR</th>
<th>AMOUNT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6836</td>
<td>CIRCUIT CITY STORES INC #3326</td>
<td>DELETED PROPERTY GONE/BANKRUPTCY</td>
<td>2010</td>
<td>$1,659.98</td>
<td>$1,659.98</td>
</tr>
<tr>
<td></td>
<td>3944 MERIDIAN ST</td>
<td>OUT OF BUS. NO ASSETS RTN MAIL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BELLINGHAM, WA 98226</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6696</td>
<td>TRADE SECRET #7026</td>
<td>DELETED PROPERTY OUT OF BUS. NO ASSETS</td>
<td>2011</td>
<td>$1,099.83</td>
<td>$1,099.83</td>
</tr>
<tr>
<td></td>
<td>1 BELLIS FAIR PKWY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BELLINGHAM, WA 98226</td>
<td>OUT OF BUS. NO ASSETS RTN MAIL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12587</td>
<td>JOE'S</td>
<td>DELETED PROPERTY GONE/BANKRUPTCY</td>
<td>2009</td>
<td>$7,573.43</td>
<td>$14,068.49</td>
</tr>
<tr>
<td></td>
<td>300 E BELLIS FAIR PKWY</td>
<td>OUT OF BUS. NO ASSETS RTN MAIL</td>
<td>2010</td>
<td>$6,495.06</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BELLINGHAM, WA 98226</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12507</td>
<td>APEX CONSTRUCTION &amp; PARTNERS</td>
<td>DELETED PROPERTY BANKRUPTCY GONE</td>
<td>2008</td>
<td>$369.11</td>
<td>$369.11</td>
</tr>
<tr>
<td></td>
<td>1308 MEADOR AVE #1</td>
<td>OUT OF BUS. NO ASSETS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BELLINGHAM, WA 98225</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7735</td>
<td>ANCHOR BLUE #178</td>
<td>DELETED PROPERTY GONE/BANKRUPTCY</td>
<td>2011</td>
<td>$293.32</td>
<td>$293.32</td>
</tr>
<tr>
<td></td>
<td>1 BELLIS FAIR PKWY #350</td>
<td>OUT OF BUS. NO ASSETS RTN MAIL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BELLINGHAM, WA 98226</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business ID</td>
<td>Name</td>
<td>Address</td>
<td>Year</td>
<td>Property</td>
<td>Amount</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------</td>
<td>--------------------------------</td>
<td>------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>11984</td>
<td>LA WEIGHT LOSS CENTERS INC</td>
<td>1155 E SUNSET DR #105</td>
<td>2008</td>
<td>GONE</td>
<td>$393.87</td>
</tr>
<tr>
<td>1155 E SUNSET DR #105</td>
<td>BELLINGHAM, WA 98226</td>
<td></td>
<td>2008</td>
<td>GONE</td>
<td>$393.87</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OUT OF BUS. NO ASSETS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RTN MAIL</td>
<td></td>
</tr>
<tr>
<td>12300</td>
<td>PURE MED SPA</td>
<td>1 BELLIS FAIR PKWY #1113</td>
<td>2009</td>
<td>GONE</td>
<td>$1,058.28</td>
</tr>
<tr>
<td>1 BELLIS FAIR PKWY #1113</td>
<td>BELLINGHAM, WA 98226</td>
<td></td>
<td>2009</td>
<td>GONE</td>
<td>$1,058.28</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OUT OF BUS NO ASSETS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RTN MAIL</td>
<td></td>
</tr>
<tr>
<td>6808</td>
<td>SHOE PAVILLION CORP #40</td>
<td>3440 BIRCH BAY LYNDEN RD</td>
<td>2008</td>
<td>GONE</td>
<td>$25.30</td>
</tr>
<tr>
<td>3440 BIRCH BAY LYNDEN RD</td>
<td>CUSTER, WA 98230</td>
<td></td>
<td>2008</td>
<td>GONE</td>
<td>$25.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OUT OF BUS NO ASSETS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RTN MAIL</td>
<td></td>
</tr>
<tr>
<td>3846</td>
<td>EAGLES GAMES MODELS/MINIATURES</td>
<td>221 W HOLLY ST</td>
<td>2012</td>
<td>GONE</td>
<td>$168.97</td>
</tr>
<tr>
<td>221 W HOLLY ST</td>
<td>BELLINGHAM, WA 98225</td>
<td></td>
<td>2012</td>
<td>GONE</td>
<td>$168.97</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OUT OF BUS NO ASSETS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RTN MAIL</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2013</td>
<td>GONE</td>
<td>$420.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2013</td>
<td>GONE</td>
<td>$420.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OUT OF BUS NO ASSETS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RTN MAIL</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2014</td>
<td>GONE</td>
<td>$508.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2014</td>
<td>GONE</td>
<td>$508.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OUT OF BUS NO ASSETS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RTN MAIL</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,098.76</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$20,122.13</td>
</tr>
<tr>
<td>PARCEL/PID</td>
<td>NAME and ADDRESS</td>
<td>REASON</td>
<td>YR</td>
<td>AMOUNT</td>
<td>TOTAL</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------</td>
<td>-------------------------</td>
<td>------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>117431</td>
<td>ASHLEY MACOMBER 4672 BIRCH BAY LYNDEN RD #12 BLAINE, WA 98230</td>
<td>DELETED 1980 FESTIVAL RCW 84.56.335 PK OWNER</td>
<td>2013</td>
<td>$31.56</td>
<td>$31.56</td>
</tr>
<tr>
<td>117298</td>
<td>MEGHAN N SCHNACKENBERG 4672 BIRCH BAY LYNDEN RD #78 BLAINE, WA 98230</td>
<td>DELETED 1976 SUN VALLEY RCW 84.56.335 PK OWNER</td>
<td>2015</td>
<td>$22.34</td>
<td>$22.34</td>
</tr>
<tr>
<td>117308</td>
<td>ADRIANA M RAMIREZ 4672 BIRCH BAY LYNDEN RD #14 BLAINE, WA 98230</td>
<td>DELETED 1980 CORINTHIAN RCW 84.56.335 RCW 84.56.335 PK OWNER</td>
<td>2010</td>
<td>$32.51</td>
<td>$158.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2011</td>
<td>$27.79</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2012</td>
<td>$25.57</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2013</td>
<td>$24.91</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2014</td>
<td>$24.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2015</td>
<td>$22.89</td>
<td></td>
</tr>
<tr>
<td>117414</td>
<td>TERRY &amp; JOYCE MITCHELTREE 4672 BIRCH BAY LYNDEN RD #15 BLAINE, WA 98230</td>
<td>DELETED 1984 RIDEWOOD RCW 84.56.335 PK OWNER</td>
<td>2012</td>
<td>$45.51</td>
<td>$219.36</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2013</td>
<td>$47.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2014</td>
<td>$65.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2015</td>
<td>$61.10</td>
<td></td>
</tr>
<tr>
<td>119523</td>
<td>JACKSON BRAY 8080 HARBORVIEW RD #M160 BLAINE, WA 98230</td>
<td>DELETED 1961 NASHUA RCW 84.56.335 PK OWNER</td>
<td>2011</td>
<td>$16.77</td>
<td>$62.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2012</td>
<td>$15.42</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2013</td>
<td>$15.07</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2014</td>
<td>$14.75</td>
<td></td>
</tr>
<tr>
<td>92225</td>
<td>KATIE GARMAN 6165 PORTAL WAY #10 FERNDALE, WA 98248</td>
<td>DELETED 1983 RIDGEWOOD DESTROYED BY FIRE</td>
<td>2012</td>
<td>$41.10</td>
<td>$76.79</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2013</td>
<td>$35.69</td>
<td></td>
</tr>
<tr>
<td>24913</td>
<td>BERNARD NUZA 2500 SAMISH WAY #14 BELLINGHAM, WA</td>
<td>DELETED 1978 SUN VALLEY RCW 84.56.355</td>
<td>2013</td>
<td>$13.24</td>
<td>$42.52</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2014</td>
<td>$29.28</td>
<td></td>
</tr>
<tr>
<td>Parcel</td>
<td>Owner(s)</td>
<td>Address</td>
<td>Assessor Status</td>
<td>Assessed Values</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------</td>
<td>-----------------------------</td>
<td>----------------------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>126610</td>
<td>RANDY W MOORE</td>
<td>7442 DELTA LINE RD</td>
<td>Deleted</td>
<td>2012 $31.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLAINE, WA 98230</td>
<td>1971 RIDEAU INHABITABLE/PER ASSESSOR</td>
<td>2013 $33.17</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2014 $33.39</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2015 $32.71</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$130.91</td>
<td></td>
</tr>
<tr>
<td>174535</td>
<td>JAMES &amp; JENNIFER LEIGH</td>
<td>2039 HALVERSTICK RD #B</td>
<td>Office Error</td>
<td>2012 $257.07</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LYNDEN, WA 98264</td>
<td>1994 REDMAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$257.07</td>
<td></td>
</tr>
<tr>
<td>85481</td>
<td>RODNEY VRIELING</td>
<td>7183 FARIS RD</td>
<td>Deleted/Abandoned</td>
<td>2007 $182.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLAINE, WA 98230</td>
<td>1978 FLEETWOOD 66X14 RCW84.56.355</td>
<td>2008 $178.48</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2009 $168.62</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2010 $169.28</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2011 $182.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2012 $182.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2013 $140.62</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2014 $192.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2015 $140.24</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,537.55</td>
<td></td>
</tr>
<tr>
<td>83237</td>
<td>KENNETH &amp; JULIE HEBERT</td>
<td>3324 AGATGE BAY LN</td>
<td>Deleted/Demolished</td>
<td>2014 $225.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BELLINGHAM, WA 98226</td>
<td>1990 GUERDON 52S27</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$225.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,764.01</td>
<td></td>
</tr>
</tbody>
</table>
### CLEARANCES

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>gpr</td>
<td>2-9-16</td>
<td></td>
<td>2-23-16</td>
<td>Finance/Council</td>
</tr>
<tr>
<td></td>
<td>2-9-16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/11</td>
<td>2/9/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>02/10/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/11/14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/12/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TITLE OF DOCUMENT:

Local Agency Standard A&E Professional Services Consultant Agreement between Whatcom County and Transportation Engineering Northwest, LLC.

### ATTACHMENTS:

1. Cover Memo
2. Project Narrative
3. Contract Information Sheet
4. Local Agency A&E Professional Services Consultant Agreement
5. Insurance Certificate and Endorsements

### 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.)

This Local Agency Standard Consultant A&E Professional Services Consultant Agreement between Whatcom County and Transportation Engineering Northwest, LLC. provides for the design of a pedestrian actuated crosswalk signal across Lakeway Drive.

### COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: 201602025

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.
Memorandum

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

Through: Jon Hutchings, Director

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

Date: February 9, 2016

Re: Lakeway Drive Crosswalk, CRP No. 915017
Local Agency Standard A&E Professional Services Consultant Agreement
Transportation Engineering Northwest, LLC.

Enclosed for your review and signature are two (2) originals each of the above referenced contract between Transportation Engineering Northwest, LLC. (TENW) and Whatcom County for the Lakeway Drive Crosswalk Project, CRP No. 915017.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into a contract with the selected engineering consultant for the Lakeway Drive Crosswalk Project, CRP No. 915017

Background and Purpose
The County Council has directed Public Works to determine a pedestrian actuated crosswalk signal location across Lakeway Drive near Parkstone Lane. This contract will evaluate two (2) intersection locations (Oriental Ave / Lakeway Drive and Parkstone Lane / Lakeway Drive) and determine which location is appropriate for installing the pedestrian actuated crosswalk signal. This contract will also include a complete preliminary engineering design for the chosen location with a bid ready package for construction.

TENW was determined by the selection committee as the most qualified of the three (3) firms that responded to the Request for Proposals (RFP No. 15-80) and subsequent interview.

Funding Amount and Source
The not-to-exceed amount for this preliminary engineering design contract is $65,090.34, with funding from the road fund for which budget authority exists. This project is listed as Item No. 23 on the approved 2016 Annual Construction Program.

Please contact Kevin Thompson at extension 6278 with any questions regarding this contract.
### Whatcom County Contract Information Sheet

**Originating Department:** Public Works  
**Contract or Grant Administrator:** James P. Karcher, P.E., Engineering Manager  
**Contractor’s / Agency Name:** Transportation Engineering Northwest, LLC.

**Is this a New Contract?**  
- Yes [X]  
- No [ ]  

**If not, is this an Amendment or Renewal to an Existing Contract?**  
- Yes [X]  
- No [ ]  

**Original Contract #:**

---

**Does contract require Council Approval?**  
- Yes [X]  
- No [ ]  

**If No, include WCC:**

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

---

**Is this a grant agreement?**  
- Yes [X]  
- No [ ]

**If yes, grantor agency contract number(s):**

**CFDA#:**

---

**Is this contract grant funded?**  
- Yes [X]  
- No [ ]

**If yes, Whatcom County grant contract number(s):**

---

**Is this contract the result of a RFP or Bid process?**  
- Yes [X]  
- No [ ]

**RFP and Bid number(s):**

**Contract Cost Center:** 915017

---

**Is this agreement excluded from E-Verify?**  
- No [X]  
- Yes [ ]

**If no, include Attachment D Contractor Declaration form.**

---

**If YES, indicate exclusion(s) below:**

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

---

**Contract Amount:**

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

$ 65,090.34

**This Amendment Amount:**

$ __________________

**Total Amended Amount:**

$ __________________

---

**Summary of Scope:**

This contract will evaluate two (2) intersection locations (Oriental Ave / Lakeway Drive and Parkstone Lane / Lakeway Drive) and determine which location is appropriate for installing the pedestrian actuated crosswalk signal. This contract will also include a complete preliminary engineering design for the chosen location, with a bid ready package for construction.

---

**Term of Contract: Not to Exceed**  
**Expiration Date:** 12-31-2016

---

**Contract Routing:**

1. Prepared by: Kevin Thompson  
   **Date:** 2-08-16

2. Attorney signoff: Daniel L. Gibson  
   **Date:** 02/10/16

3. AS Finance reviewed: bbennett  
   **Date:** 02/09/16

4. IT reviewed (if IT related):  
   **Date:**

5. Contractor signed:  
   **Date:** 2-9-16

6. Submitted to Exec.:  
   **Date:** 2-10-16

7. Council approved (if necessary):  
   **Date:**

8. Executive signed:  
   **Date:**

9. Original to Council:  
   **Date:**

---

Last Edited 060414
Lakeway Drive Crosswalk
CRP # 915017

Construction Funding Year(s): 2016

Project Narrative:
This project is located in Section 34, T38N, R3E. This project would construct an actuated crosswalk on Lakeway Drive somewhere between the two existing activated crosswalks at Cable and Birch Streets. This project is listed #R31 on the 2016-2021 Six-Year Transportation Improvement Program.


Total Estimated Project Cost: $400,000
Expenditures to Date: $0

Funding Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

Environmental Permitting | TBD
Right-of-Way Acquisition (Estimate) | TBD
County Forces (Estimate) | N/A

[Map of Lakeway Drive Crosswalk]
Local Agency A&E Professional Services
Cost Plus Fixed Fee Consultant Agreement

Agreement Number: CRP No. 915017

Firm/Organization Legal Name (do not use dba's):
Transportation Engineering Northwest, LLC

Address
11400 SE 8th Street, Suite 200, Bellevue, WA 98004

Federal Aid Number
N/A

UBI Number
602 005 723

Federal TIN or SSN Number
91-2101513

Execution Date

Completion Date
December 31, 2016

1099 Form Required

Federal Participation

Project Title
Lakeway Drive Crosswalk Crp No. 915017

Description of Work
The proposed scope of work includes Crossing Location Evaluation, as well as 30%, 90% and 100% (Bid Set) submittal levels associated with a HAWK signalized crossing on Lakeway Drive at either the Parkstone or Oriental intersections. Construction support services are included as well.

☐ Yes  ✔ No
Total Amount Authorized: $60,090.34
Management Reserve Fund: $5,000.00
Maximum Amount Payable: $65,090.34

Index of Exhibits

Exhibit A  Scope of Work
Exhibit B  DBE Participation  N/A
Exhibit C  Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D  Prime Consultant Cost Computations
Exhibit E  Sub-consultant Cost Computations
Exhibit F  Title VI Assurances
Exhibit G  Certification Documents
Exhibit H  Liability Insurance Increase  N/A
Exhibit I  Alleged Consultant Design Error Procedures
Exhibit J  Consultant Claim Procedures

Agreement Number: CRP No. 915017
THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the Whatcom County hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: CRP No. 915017

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement
Revised 4/10/2015
Page 2 of 14
Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:  
Name: Kevin Thompson  
Agency: Whatcom County  
Address: 322 N. Commercial Street, Suite 301  
City: Bellingham  
State: WA  
Zip: 98225  
Email: kthompso@co.whatcom.wa.us  
Phone: 360-778-6278  
Facsimile: 

If to CONSULTANT:  
Name: Jeff Haynie, P.E.  
Agency: Transportation Engineering NW, LLC  
Address: 11400 SE 8th Street, Suite 200  
City: Bellevue  
State: WA  
Zip: 98004  
Email: haynie@tenw.com  
Phone: 425-250-5001  
Facsimile: 425-889-8369

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: CRP No. 915017
V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, “Scope of Work”. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits “D” and “E” and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT’S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits “D” and “E” of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT’S cost estimate and the ICR percentage is shown in Exhibits “D” and “E”, attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm’s fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year’s ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY’s Project Manager and/or the Federal Government may perform an audit of the CONSULTANT’S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: CRP No. 915017

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement
Revised 4/10/2015

Page 4 of 14
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT’S profit, is shown in attached Exhibits “D” and “E” of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled “Termination of Agreement.”

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, “Changes of Work.”

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, “Changes of Work.” No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, “General Requirements” of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number: CRP No. 915017
D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and/or at the request of the AGENCY’s Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s
Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
  (42 U.S.C. Chapter 76 § 6101 et. seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- American with Disabilities Act of 1990
  (42 U.S.C. Chapter 126 § 12101 et. seq.)
  23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number: CRP No. 915017
date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT’s supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII “Extra Work.”

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer’s decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit “J”. In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number: CRP No. 915017
XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT’s agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT’s negligence or the negligence of the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY’s, their agents’, officers’ and employees’ failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT’s relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT’s own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number: CRP No. 915017
Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “Als”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the Als shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the Als. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Kevin Thompson
Agency: Whatcom County
Address: 322 N. Commercial Street, Suite 301
City: Bellingham    State: WA    Zip: 98225
Email: kthompson@co.whatcom.wa.us
Phone: 360-778-6878
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.
The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars ($100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.
XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.
Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. “Proprietary and/or confidential information” is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as “Proprietary and/or confidential information” or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant’s proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY’s said disclosure of sub-consultants’ information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all “documents” pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all “documents” pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT’s place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. “Documents” shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, “documents” means every writing or record of every type and description, including electronically stored information (“ESI”), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT “s, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.
WHATCOM COUNTY:
Recommended for Approval:

[Signature]
Department Director Date

Approved as to form:

[Signature] 02/10/16
Chief Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

______________________________
NOTARY PUBLIC in and for the State of Washington, residing at ____________________________
My commission expires ____________________________.
SCOPE OF SERVICES

Lakeway Drive Crosswalk, CRP No. 915017

The proposed scope of work includes Crossing Location Evaluation, as well as 30%, 90% and 100% (Bid Set) submittal levels associated with a HAWK signalized crossing on Lakeway Drive at either the Parkstone or Oriental intersections. Construction support services are included as well. The following provides tasks and deliverables for each work element. Documents will be prepared per Whatcom County standards, as well as WSDOT standards where applicable.

TASK 1 - Crossing Location Evaluation
Description: This task includes evaluation and analysis of traffic data and existing conditions/constraints in determining the appropriate crossing location.

Tasks/Deliverables:
1.1 Data Analysis and Evaluation for each potential crossing location:
- Review traffic volumes and pedestrian/non-motorized volumes.
- Review available traffic studies.
- Evaluate sight distance.
- Evaluate constraints (grades, utilities, driveways, ROW, etc).
- Prepare stamped recommendation memorandum for Whatcom County review and approval.
- Provide detailed information on limits of topo survey to Whatcom County.

1.2 Project Administration: Support to the County including meeting attendance/notes, project schedule, and communications. One meeting/site visit is assumed for this phase. Monthly invoicing will be included with this task.

TASK 2 - 30% DESIGN
Description: This task includes progression of the design to the 30% level, including plans, estimates, specifications, and supporting documentation as outlined below.

Tasks/Deliverables:
2.1 30% Documents:
- Horizontal layout (CAD) of proposed improvements for basis of design and for initial evaluation of crosswalk needs.
- Project Cover Sheet (1 sheet).
- Civil demolition plan (1 sheet).
Exhibit A
Scope of Work

Project No. CRP No. 915017

- Civil grading and drainage plan (1 sheet).
- Civil details and cross sections (1 sheet).
- Civil Erosion and Sediment Control Plan (2 sheets).
- Traffic Control Plans (3 sheets).
- HAWK Signal Plan including Crosswalk Illumination (1 sheet).
- Advanced Warning Signal Plan (1 sheet).
- HAWK Wiring Diagram (1 sheet).
- HAWK Pole Chart (1 sheet).
- Electrical Details (1 sheet).

2.2 Project Administration: Support to the County including meeting attendance/notes, project schedule, and communications. One meeting/site visit is assumed for this phase. Monthly invoicing will be included with this task.

2.3 Engineer’s Estimate: Prepare a 30% Engineer’s Estimate, including establishing a draft bid item list and associated quantities/unit prices.

2.4 Project Specifications: Prepare 30% project specifications, including Division 1 contract documents including Bid Proposal Forms and Bid Proposal Bid Item List, General Special Provisions, and Special Provisions associated with WSDOT Standard Specification Sections 8-20 and 9-29.

2.5 Geotechnical Report: We will review readily available existing information including published geologic data and geotechnical information available for projects located within the immediate vicinity of the alignment. In addition, we will conduct a geologic reconnaissance to make observations along the alignment and map surface and geologic features, which could be pertinent to the geotechnical components of roadway construction. During this phase of the work, we will establish access requirements for exploration equipment and locate areas where detailed subsurface exploration is needed.

Upon completion of the reconnaissance, we will initiate the subsurface exploration with assistance from subcontractor. Subcontractor will also provide all required traffic control. The work will include drilling of up to 1 exploration bore. The boring will be performed by a hollow stem auger drilling rig to depths up to 20 feet deep to determine the soil profile. The borings will be performed under the full-time observation of an engineer or geologist who shall maintain detailed records of the conditions encountered in the borings and obtain representative samples for additional laboratory testing and classification.

Based upon the results of the explorations we will provide a summary Memorandum of the subsurface conditions encountered. The Memorandum will
Exhibit A
Scope of Work

Project No. CRP No. 915017

include a general description of the site conditions, the general geology of the area, and potential fatal flaws in the project due to soil conditions.

The analyses and recommendations will be included in a draft report for review by the COUNTY. The report will contain results of the analysis with the following information:
- Soil and groundwater conditions;
- Identifying existing compressible soils and uncontrolled fills;
- Materials likely to be encountered in excavations;
- Difficulty of excavations;
- Foundation depth recommendations for crosswalk signal pole, advanced warning signal pole and light pole foundations.

Final Report:
We will address review comments as applicable into a final stamped report and deliver (2) copies of the report to the COUNTY.

2.6 ROW Assistance: Determination of any easement/right-of-way acquisition needs for design completion and show those boundaries on the 30% design drawings. Legal descriptions and exhibits are not included in this scope of work.

TASK 3 – 90% DESIGN
Description: This task includes progression of the design to the 90% level, including plans, estimates; specifications, and supporting documentation as outlined below.

Tasks/Deliverables:
3.1 90% Documents:
- Project Cover Sheet (1 sheet).
- Civil demolition plan (1 sheet).
- Civil grading and drainage plan, including any required sidewalk retrofits that meet ADA (1 sheet).
- Civil details and cross sections (1 sheet).
- Civil Erosion and Sediment Control Plan (2 sheets).
- Traffic Control Plan (2 sheets).
- HAWK Signal Plan including Crosswalk Illumination (1 sheet).
- Advanced Warning Signal Plan (1 sheet).
- HAWK Wiring Diagram (1 sheet).
- HAWK Pole Chart (1 sheet).
- Electrical Details (1 sheet).
3.2 **Project Administration:** Support to the County including meeting attendance/notes, project schedule, and communications. One meeting/site visit is assumed for this phase. Monthly invoicing will be included with this task.

3.3 **Engineer’s Estimate:** Prepare a 90% Engineer’s Estimate, including establishing a draft bid-item list and associated quantities/unit prices.

3.4 **Project Specifications:** Prepare 90% project specifications, including Division 1 contract documents, General Special Provisions, and Special Provisions associated with WSDOT Standard Specification Sections 8-20 and 9-29.

TENW will assemble full bid package, including bid proposal, table of contents, appendices, state wage rates, etc. Bid package will be similar to Slater Road improvements project.

**TASK 4 – 100% DESIGN (Bid Set)**

**Description:** This task includes progression of the design to the 100% level, including plans, estimates, specifications, and supporting documentation as outlined below.

**Tasks/Deliverables:**

4.1 **100% Documents:**

- Project Cover Sheet (1 sheet).
- Civil demolition plan (1 sheet).
- Civil grading and drainage plan (1 sheet).
- Civil details and cross sections (1 sheet).
- Civil Erosion and Sediment Control Plan (2 sheets).
- Traffic Control Plan (2 sheets).
- HAWK Signal Plan including Crosswalk Illumination (1 sheet).
- Advanced Warning Signal Plan (1 sheet).
- HAWK Wiring Diagram (1 sheet).
- HAWK Pole Chart (1 sheet).
- Electrical Details (1 sheet).

4.2 **Project Administration:** Support to the County including meeting attendance/notes, project schedule, and communications. One meeting/site visit is assumed for this phase. Monthly invoicing will be included with this task.

4.3 **Engineer’s Estimate:** Prepare a 100% Engineer’s Estimate, including establishing a draft bid-item list and associated quantities/unit prices.

Agreement Number: CRP No. 915017
4.4 **Project Specifications:** Prepare 100% project specifications, including Division 1 contract documents, General Special Provisions, Amendments to the Standard Specifications, and Special Provisions associated with WSDOT Standard Specification Sections 8-20 and 9-29.

TENW will assemble full bid package, including bid proposal, table of contents, appendices, state wage rates, etc. Bid package will be similar to Slater Road improvements project.

**TASK 5 – CONSTRUCTION SUPPORT**
**Description:** This task includes construction support services as outlined below.

**Tasks/Deliverables:**
5.1 **Bid Assistance:** Response to Bidder Questions. Assist the COUNTY with addendum preparation (assume 1 addendum).

5.2 **Pre-con Meeting Attendance:** Attend project pre-construction conference at Whatcom County Offices.

5.3 **Submittal Review:** Review/approve materials submittals, cut sheets, shop drawings.

5.4 **RFI’s:** Respond to project RFI’s, up to 2 assumed.

5.5 **Record Drawings:** Prepare stamped Record Drawings based on redline as-built field-notes provided by the contractor and Whatcom County field inspector.

5.6 **Potential Work Item – Construction Staking Point Files:** Provide electronic files to the COUNTY as needed to support construction staking.

**TASK 6 – MANAGEMENT RESERVE**
**Description:** This task includes unanticipated additional work within scope, as directed and approved by Whatcom County.

**SCHEDULE**
- Tasks 1 thru 4 will be completed by April 30, 2016.
ASSUMPTIONS, EXCLUSIONS, AND COUNTY-FURNISHED ITEMS

The following assumptions and exclusions were made in the preparation of this scope of services:

- Changes to the scope of improvements as described above may require additional scope and fee.
- Public involvement/meetings are not included in this contract.
- The CONSULTANT will compile specifications for a complete contract document. COUNTY will provide current Division 1 template information in support of specifications prepared by CONSULTANT, including bid advertisement, forms, etc.
- The CONSULTANT will provide a certificate of insurance. Insurance provided will identify Whatcom County as additional insured. The insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
- See Exhibit C, Sections E and F for a list of additional information to be provided by COUNTY.
- It is assumed that a Storm Water Management Report will not be required for this project. Is also assumed that phosphorus limiting design elements will not be required. A Temporary Erosion and Sediment Control Plan will satisfy storm water management requirements on this project.
- It is assumed that the CONSULTANT will not be required to provide construction survey layout and shop drawings.
- The design assumes all ADA ramps will be constructed within existing sidewalk limits, and thus existing face of curb will remain.
Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section
   A. Survey Data
      Survey data shall be provided by Whatcom County.

   B. Roadway Design Files
      No specific provisions in this section.

C. Computer Aided Drafting Files
   All computer aided drafting files shall be in AutoCAD version 2013 or newer file format.
D. Specify the Agency’s Right to Review Product with the Consultant

No specific provisions in this section.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Delivered to the COUNTY on a Thumb Drive/FTP/Email:

1. All AutoCAD and Civil 3D Design Files
2. All Contract-Related documents in WORD format.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Whatcom County shall provide the following services and information:

1. Environmental permitting, including geotechnical study permitting.
2. Perform services, furnish information, and answer questions on COUNTY standard procedures for plan preparation.
3. Handle public information and agency coordination.
4. Provide a full topographic and boundary survey of the project limits based on information provided by Task 1 in Exhibit B.
5. Provide utility coordination, including locates of underground utilities.
6. Coordinate R/W or easement acquisition if necessary.
7. Prepare the Right-of-Way Plan, if necessary.
8. Prepare all permit applications.
9. Provide all traffic data including accident history, speed surveys, peak hour volumes, and average daily volumes.
10. Provide current Division 1 template information in support of specifications prepared by Consultant, including bid advertisement, forms, etc.
11. Legal description for easements and/or Right-of-Way acquisitions, if necessary.
II. Any Other Electronic Files to Be Provided

See Exhibit A for a specific materials to be provided by Consultant.

III. Methods to Electronically Exchange Data

Email and/or FTP uploads and/or thumb drives shall be an acceptable means of electronic data exchange.
A. Agency Software Suite
   Not Applicable.

B. Electronic Messaging System
   Not Applicable.

C. File Transfers Format
   Not Applicable.
Exhibit D
Prime Consultant Cost Computations

Project: Whatcom County - Lakeway Drive

Prime Consultant: TRANSPORTATION ENGINEERING NORTHWEST

<table>
<thead>
<tr>
<th>Classification</th>
<th>Man Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>3.0</td>
<td>$81.50</td>
<td>$244.50</td>
</tr>
<tr>
<td>Design Manager</td>
<td>39.5</td>
<td>$77.50</td>
<td>$3,061.25</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>61.5</td>
<td>$65.00</td>
<td>$3,997.50</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>0.0</td>
<td>$56.50</td>
<td>-</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>120.0</td>
<td>$48.00</td>
<td>$5,760.00</td>
</tr>
<tr>
<td>Accounts Manager</td>
<td>0.0</td>
<td>$31.50</td>
<td>-</td>
</tr>
</tbody>
</table>

Total DSC = $13,063.25

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of 110.00% x $13,063.25 = $14,369.58

Fixed Fee (FF):

FF Rate x DSC of 29.00% x $13,063.25 = $3,788.34

Reimbursables

| Mileage*  | 300 miles | $0.54 | $162.00 |
| Reproduction |          | $0.54 | $500.00 |

*Reimburse at current Federal Rate

SUBTOTAL = $31,883.17

SUBCONSULTANT COSTS = $28,207.17

GRAND TOTAL = $60,090.34

TENW Project Name: Lakeway Drive HAWK
TENW Project No. 5177

Prepared by: CTB/GMD
Date: 2/8/2016

Agreement Number: CRP No. 915017

WSDOT Form 140-089 EF Exhibit D
Revised 10/30/2014
# Exhibit E

## Sub-consultant Cost Computations

### Project: Whatcom County - Lakeway Drive

Sub Consultant: **PSE**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Man Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>26.0</td>
<td>$52.25</td>
<td>$1,358.50</td>
</tr>
<tr>
<td>Sr. Engineer</td>
<td>130.0</td>
<td>$37.04</td>
<td>$4,815.20</td>
</tr>
<tr>
<td>Engineering Tech.</td>
<td>12.0</td>
<td>$34.62</td>
<td>$415.44</td>
</tr>
<tr>
<td>Office/Clerical</td>
<td>24.0</td>
<td>$23.04</td>
<td>$552.96</td>
</tr>
<tr>
<td>Acctg</td>
<td>12.0</td>
<td>$33.65</td>
<td>$403.80</td>
</tr>
<tr>
<td>Principal Scientist</td>
<td>12.0</td>
<td>$52.14</td>
<td>$625.68</td>
</tr>
<tr>
<td>Staff Scientist</td>
<td>30.0</td>
<td>$26.50</td>
<td>$795.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>246.0</strong></td>
<td></td>
<td><strong>$8,966.58</strong></td>
</tr>
</tbody>
</table>

**Overhead** (OH Cost -- including Salary Additives)

\[
\text{OH Rate x DSC of } 123.64\% \times 8,966.58 = \$11,086.28
\]

**Fixed Fee (FF):**

\[
\text{FF Rate x DSC of } 29.00\% \times 8,966.58 = \$2,600.31
\]

**Reimbursables**

<table>
<thead>
<tr>
<th>Mileage*</th>
<th>100 miles</th>
<th>Drilling Equipment/</th>
<th>1 L.S.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[
\text{Mileage}^* \times 100 \text{ miles} \times 0.54 = \$54.00
\]

\[
\text{Drilling Equipment/} 1 \text{ L.S.} \times 5,500.00 = \$5,500.00
\]

**SUBTOTAL**

\[= \$28,207.17\]

**GRAND TOTAL**

\[= \$28,207.17\]

---

**Prepared by:** J/VY/SIG  2/8/2016

**PSE Project Name:** Lakeway Drive HAWK  **PSE Project No.** 2016013

**WSDOT Form:** 140-089 EF Exhibit E  **Revised:** 10/30/2014

---

**Agreement Number:** CRP No. 915017
During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: CRP No. 915017
Exhibit G

Certification Documents

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1(a)</td>
<td>Certification of Consultant</td>
<td>N/A</td>
</tr>
<tr>
<td>G-1(b)</td>
<td>Certification of</td>
<td>N/A</td>
</tr>
<tr>
<td>G-2</td>
<td>Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions</td>
<td></td>
</tr>
<tr>
<td>G-3</td>
<td>Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying</td>
<td></td>
</tr>
<tr>
<td>G-4</td>
<td>Certificate of Current Cost or Pricing Data</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Transportation Engineering Northwest, LLC whose address is 11400 SE 8th Street, Suite 200, Bellevue, WA 98004 and that neither the above firm nor I have:

   a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

   b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

   c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Whatcom County and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Transportation Engineering Northwest, LLC

[Signature (Authorized Official of Consultant)]

[Date: 2/9/16]

Agreement Number:
Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   D. Have not within a three (3) year period preceding this application/ proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Transportation Engineering Northwest, LLC
Consultant (Firm Name)

Signature (Authorized Official of Consultant)  

Date: 2/9/16

Agreement Number:
Exhibit G-3  Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any 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 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 Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Transportation Engineering Northwest, LLC

Consultant (Firm Name)

[Signature]  [Date]

Authorization Official of Consultant)
Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of * are accurate, complete, and current as of

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Transportation Engineering Northwest, LLC

[Signature]

Principal

Title

Date of Execution***: 2/9/16

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: CRP No. 915017
Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant’s alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency’s Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency’s project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer’s concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant’s alleged design error(s), there are three possible scenarios:

• It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.

• It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant’s agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

• There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: CRP No. 915017
Step 5 Forward Documents to Local Programs
For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General’s Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.
The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant’s claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant’s claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

**Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement’s scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency’s project manager.

The consultant’s claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

**Step 2 Review by Agency Personnel Regarding the Consultant’s Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency’s project manager. The project manager will review the consultant’s claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project’s funding, forward a copy of the consultant’s claim and the Agency’s recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant’s claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant’s claim, proceed to step 3 of the procedures.
Step 3 Preparation of Support Documentation Regarding Consultant’s Claim(s)

If the Agency does not agree with the consultant’s claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency’s summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency’s summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant’s claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant’s claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant’s Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.
### Certificate of Liability Insurance

**Date:** 2/8/2016

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:** Bell Anderson Agency, Inc.

600 S.W. 39th St, Suite 200

Renton, WA 98057

**Insured:** Transportation Engineering Northwest LLC

PO Box 65254

Seattle, WA 98155

**Coverages**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Add'l Limit</th>
<th>Policy Number</th>
<th>Policy Exp</th>
<th>Policy Eff</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>2097706022</td>
<td>4/20/2015</td>
<td>4/20/2016</td>
</tr>
<tr>
<td>A</td>
<td>X AUTOMOBILE LIABILITY SCHEDULED AUTOS</td>
<td></td>
<td>2097706022</td>
<td>4/20/2015</td>
<td>4/20/2016</td>
</tr>
<tr>
<td>B</td>
<td>X UMBRELLA LIABILITY CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>2097708224</td>
<td>4/20/2015</td>
<td>4/20/2016</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

RE: Lakeway Drive Crosswalk, CRP No. 913017

The certificate holder is additional insured for general liability, but only if required by written contract or written agreement per the attached endorsement SB146968A 0106. Waiver of subrogation included per the attached endorsement SB146968A 0106. Coverage is primary & non-contributory per the attached endorsement SB146968A 0106.

**Certificate Holder**

kthompson@co.whatcom.wa.us

Whatcom County

322 N Commercial St Suite 301

Bellingham, WA 98225

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative**

James Hunt/SXY

---

© 1988-2010 ACORD CORPORATION. All rights reserved.
IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. WHO IS AN INSURED (Section C.) of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured within this endorsement and section titled LIABILITY AND MEDICAL EXPENSE DEFINITIONS - "Insured Contract" (Section F.9.) within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
   a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.) of the Businessowners Liability Coverage Form is amended to add the following:
An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this
insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.

3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric L. Schlehuber</td>
<td>1-29-16</td>
<td>02/23/2016</td>
<td>Finance / Council</td>
</tr>
</tbody>
</table>

#### Date Received in Council Office
- 02/23/2016

### TITLE OF DOCUMENT:
Interlocal Agreement between Whatcom County and City of Bellingham

### ATTACHMENTS:
Memo and Interlocal Agreement

### SEPA review completed?
- Yes

### Should Clerk schedule a hearing?
- Yes

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
Approval and authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and the City of Bellingham, for the purposes of providing for the joint usage of the Vactor Waste Site Facility from January 1, 2016 through December 31, 2016.

### COMMITTEE ACTION:

### COUNCIL ACTION:

### Related County Contract #:
201602026

### Related File Numbers:

### 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.
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Jeff Gollen, PW Maintenance & Operations Superintendent
Date: January 29, 2016
Re: 2016 Interlocal Agreement - City of Bellingham
Joint Usage of the Vactor Waste Transfer Facility

Requested Action
Enclosed for your review and signature are two (2) Interlocal Agreement originals between Whatcom County Public Works and City of Bellingham.

Background and Purpose
Whatcom County and the City of Bellingham first entered into an Interlocal Agreement, dated November 5, 2001 (Whatcom County Contract 200110028, City Contract 2001-0295) to establish the terms and conditions under which they mutually agreed to provide for the joint installation and maintenance of a beneficial re-use facility for street waste over a ten-year period.

The latest agreement was approved on December 6, 2011 (Whatcom County Contract 201111036) with subsequent contracts through December 31, 2015.

Funding Amount and Source
Adequate funding exists within the 2015-2016 County Road Fund budget.

Differences from Previous Contract
This replaces Interlocal Agreement 2011311020, which expired December 31, 2015. During 2012-2013 there was no price increase from the City’s $36.77/ton disposal rate. For the 2014 rate, the City reviewed the actual expenses over the last two+ years and determined that a rate increase was necessary based primarily on the current cost of outside disposal of the material at $57.75/ton. Vactor waste is dried at the facility resulting in a 15% reduction in weight. The 2014 rate established by the City was $54.36 per ton, this includes $4.47 per ton for operating the site and 2% allowance for increased cost of outside disposal.

There is no price increase from 2015 to 2016.

Recommended Action
Please approve this agreement and forward to the Executive and the Whatcom County Council for approval at the February 23, 2016 Whatcom County Council Meeting. This Interlocal Agreement will be run concurrently between both councils for approval, signatures will be obtained when approved. Please contact Jeff Gollen at extension 50660, if you have any questions or concerns regarding the terms of this agreement.

Enclosures
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Public Works – Maintenance & Operations Division  
**Contract or Grant Administrator:** Jeff Gollen, Maintenance & Operations Superintendent  
**Contractor’s / Agency Name:** City of Bellingham

| Is this a New Contract? | If not, is this an Amendment or Renewal to an Existing Contract? | Yes ☐ No ☒ |  
| Is the contract required to go to Council for approval? | Yes ☑ No ☐ | If No, include WCC:  
| Is this a grant agreement? | Yes ☐ No ☒ | If yes, grantor agency contract number(s):  
| Is this contract grant funded? | Yes ☐ No ☒ | If yes, Whatcom County grant contract number(s):  
| Is this the contract the result of a RFP or Bid process? | Yes ☐ No ☒ | If yes, RFP and Bid number(s):  
| Is this agreement excluded from E-Verify? | Yes ☑ No ☐ | If no, include Attachment D Contractor Declaration form.  

**Contract Amount:** (sum of original contract amount and all prior amendments):  
$ N/A  

**This Amendment Amount:**  
$ N/A

**Total Amended Amount:**  
$ N/A

**Summary of Scope:** Provide for the continued joint usage of the Vactor Waste Transfer Facility between Whatcom County and the City of Bellingham.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>One (1) Year</th>
<th>Expiration Date:</th>
<th>December 31, 2016</th>
</tr>
</thead>
</table>

**Contract Routing:**  
1. Prepared by: Eric Schlehuber  
2. Attorney signoff: Daniel L. Gibson  
3. AS Finance reviewed: bbennett  
4. IT reviewed (if IT related):  
5. Contractor signed:  
6. Submitted to Exec.:  
7. Council approved (if necessary):  
8. Executive signed:  
9. Original to Council:  

**Last Edited:** 2016 0128
Pursuant to the Washington State Interlocal Cooperative Act, RCW Chapter 39.34, and to other provisions of law, this Interlocal Agreement is entered into by and between THE CITY OF BELLINGHAM (City), a municipal corporation of the State of Washington, and WHATCOM COUNTY (the County), a municipal corporation of the State of Washington located in Whatcom County, Washington, for the purpose of utilization of certain operational services, to the mutual advantage of each jurisdiction.

WHEREAS, the County desires to utilize the City’s vactor waste facility located at 2140 Division Street, Bellingham, WA for the purposes of disposing or recycling of their street sweeping and vactor waste,

WHEREAS, the City has available capacity at this time to store and process The County’s street sweeping and vactor waste,

WHEREAS, the County is being required by the Department of Ecology (DOE) and Whatcom County Department of Health (DOH) to dispose of this waste in a manner deemed appropriate by those agencies,

WHEREAS, RCW 39.34 permits governmental entities to enter into Interlocal Agreements to accomplish mutually beneficial purposes in the public interest;

NOW, THEREFORE, THE CITY OF BELLINGHAM AND WHATCOM COUNTY AGREE AS FOLLOWS:

1. PURPOSE: The purpose of the Interlocal Agreement is to authorize and to define the terms under which the City will provide certain services to the County as further delineated herein.

2. TERM: The term of this Interlocal Agreement shall be January 1, 2016 and upon full execution of this document by all parties and the filing of this Interlocal Agreement as set forth in RCW 39.34.040. This Interlocal Agreement shall terminate on the 31st Day of December, 2016, unless terminated or renewed as elsewhere provided in the Interlocal Agreement.

3. SCOPE OF SERVICES: The scope of services is as provided in Exhibit A of this Interlocal Agreement, which is attached and incorporated herein, as may be amended from time to time.

4. PAYMENT: Payment to the City for services will be on a per ton basis and as outlined in Exhibit A, which is attached and incorporated herein, as may be amended from time to time.

Upon receipt of an invoice from the City, the County shall remit the above amount on a monthly basis to the City of Bellingham Public Works, Financial Services Division, 2221 Pacific Street, Bellingham, WA 98229 for the duration of the Term of this Interlocal Agreement.

The County shall be responsible for payment of any taxes due to the Washington State Department of Revenue on any payments made under this Interlocal Agreement.

The City shall submit invoices to the County on a monthly basis for services performed the prior month. The invoice shall reference this Interlocal Agreement.

The City shall keep clearly detailed records covering all services authorized under this Interlocal Agreement.
5. RELATIONSHIP TO THE PARTIES: The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Interlocal Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Interlocal Agreement.

6. MUTUAL INDEMNIFICATION: To the extent permitted by law, the County agrees to indemnify and hold harmless the City, its officials, employees and agents from any and all damages, demands, causes of action, suits or claims, including attorneys’ fees and costs, brought by any person, including The County’s employees or agents or third parties, for damage or injury to person or property, including The County’s employees or property, arising, directly or indirectly, from that may arise directly or indirectly out of, or are incident to, the County’s exercise of its rights pursuant to this Interlocal Agreement or are due to any actual or alleged negligence, intentional act or breach of duty by The County, except to the extent such damage or injury is caused or arises, directly or indirectly from the negligence of the City. For purposes of this Interlocal Agreement, “person” includes individuals, companies, corporations, partnerships, or any other similar entity however defined.

To the extent permitted by law, the City agrees to indemnify and hold harmless the County, its officials, employees and agents from any and all damages, demands, causes of action, suits or claims, including attorneys’ fees and costs, brought by any person, including the City’s employees or agents or third parties, for damage or injury to person or property, including the City’s employees or property, arising, directly or indirectly, from that may arise directly or indirectly out of, or are incident to, the City’s exercise of its rights pursuant to this Interlocal Agreement or are due to any actual or alleged negligence, intentional act or breach of duty by the City, except to the extent such damage or injury is caused or arises, directly or indirectly from the negligence of the County. For purposes of this Interlocal Agreement, “person” includes individuals, companies, corporations, partnerships, or any other similar entity however defined.

7. EXTENT OF AGREEMENT: This Interlocal Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Interlocal Agreement.

8. MODIFICATION: No changes or modifications of this Interlocal Agreement shall be valid or binding upon either party to this Interlocal Agreement unless such changes or modifications are in writing and executed by authorized representatives of both parties.

9. RESPONSIBLE PERSONS: The persons responsible for administration of this Interlocal Agreement on behalf of each party shall be the Bellingham Director of Public Works, and the Whatcom County Director of Public Works. All correspondence, letters or other notices shall be directed to the foregoing parties at the following addresses/phone numbers, or to their established agency designee:

Superintendent of Maintenance
City of Bellingham Public Works
2221 Pacific Street
Bellingham, WA 98229
(360) 778-7700

Superintendent of Maintenance
Whatcom County Public Works
901 West Smith Road
Bellingham, WA 98226
(360) 778-6400
10. TERMINATION: This Interlocal Agreement may be terminated by either party upon the giving of ninety (90) days’ written notice to the other, at which time any remaining financial obligations for services rendered prior to termination shall be paid in full.

11. CONSEQUENTIAL DAMAGES: In no event and under no circumstances shall the City be liable to the County for any interest, loss of anticipated revenue, increased expense of operations, loss by reason of shutdown or non-operation, or for any consequential, indirect or special damages.

12. DIRECTION AND CONTROL: The parties hereto do not intend to create any separate or legal administrative entity by this Interlocal Agreement but, rather, intend for this mutual Interlocal Agreement to govern for the purposes contained herein.

13. PROPERTY AND EQUIPMENT: The ownership of all property and equipment utilized in association with this Interlocal Agreement shall remain with the original owner unless specifically and mutually agreed to by both parties.

14. STATUS OF AGREEMENT: This Interlocal Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and the County. This Interlocal Agreement is only limited to the purposes stated herein. Any other agreements continue in effect according to the specific terms of those agreements.

15. COMPLIANCE WITH LAW: All parties to this Interlocal Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Interlocal Agreement.

16. FURTHER COOPERATION: The parties shall fully and completely cooperate with one another in good faith at all times, so that the terms and spirit of this Interlocal Agreement may be fully implemented. All parties have had the ability to negotiate the terms of this Interlocal Agreement on an equal basis. This Interlocal Agreement shall be reasonably interpreted and not weighed in favor of or against any party.

17. SURVIVABILITY: All covenants, promises, and performances which are not fully performed as of the date of termination shall survive termination as binding obligations.

18. WAIVER: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Interlocal Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Interlocal Agreement, and each and every covenant, agreement, term, and condition of this Interlocal Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. SEVERABILITY: If any provision of this Interlocal Agreement is held to be invalid, illegal or unenforceable for any reason, that holding shall not affect or impair, in any manner, the validity, legality or enforcement of the remainder of this Interlocal Agreement.
CITY OF BELLINGHAM

Dated this ______ day of __________ 2016

Kelli Linville, Mayor

Attest:

Finance Director

Department Approval

Director of Public Works

Approved as to form:

Office of the City Attorney

WHATCOM COUNTY

Dated this ______ day of __________ 2016

Jack Louws, County Executive

Department Approval

Director of Public Works

Approved as to form:

Chief Civil Deputy Prosecuting Attorney
STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

I CERTIFY that I know or have satisfactory evidence that KELLI LINVILLE is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF BELLINGHAM to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

________________________
DATED

________________________
SIGNATURE OF NOTARY PUBLIC

________________________
NAME PRINTED
Notary Public

________________________
TITLE

________________________
MY APPOINTMENT EXPIRES

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

I CERTIFY that I know or have satisfactory evidence that JACK LOUWS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the EXECUTIVE of WHATCOM COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

________________________
DATED

________________________
SIGNATURE OF NOTARY PUBLIC

________________________
NAME PRINTED
Notary Public

________________________
TITLE

________________________
MY APPOINTMENT EXPIRES
EXHIBIT A

Vactor Waste Facility Use

In consideration for the use of the City of Bellingham’s ("City") Vactor Waste Facility ("Facility"), Whatcom County, located at 901 West Smith Road, Bellingham, WA 98226 (hereinafter the "User"), covenants and agrees to comply with the following terms and conditions:

"Users":

Contact Person: ___________________________

Phone Number: ___________________________

Email Address: ___________________________

Section 1 – Purpose

The purpose of this Interlocal Agreement is to allow public sector use of the Facility. As further described herein, User’s ability to use the Facility requires full compliance with this Interlocal Agreement’s terms and conditions, including but not limited to:

• Dumping only “ACCEPTABLE WASTE” (Section 2 – ACCEPTABLE WASTE)
• Dumping in an appropriate manner (Section 3 – DUMPING OPERATION)
• Obtaining Training (Section 4 – REQUIRED TRAINING)
• Complying with Safety Rules and Regulations (Section 5 – SAFETY)
• Payment (Section 6 – COST OF SERVICE)
• Such other terms and conditions as contained herein.

Section 2 – Acceptable Waste

2.1 User shall be solely responsible to ensure that only Acceptable Waste is deposited at the facility. For purposes of this Interlocal Agreement “Acceptable Waste” is defined herein as:

• Street sweepings are wastes collected by utilizing a street sweeper to collect grit, dirt, vegetative waste and litter from roadway surfaces.
• Vactor wastes includes, grit, dirt and vegetative waste collected by an eductor truck during the cleaning of storm water catch basins.

2.2 Any materials that are odorous or are from a chemical spill are specifically not considered Acceptable Waste products and shall not be deposited at the Facility. For the purposes of the Agreement, “odorous” is defined as: Odor that is beyond what is normal and expected for street sweepings and vactor wastes based on industry standards for like sweepings and waste.

2.3 In the event unacceptable waste or materials are dumped at the Facility, the responsible party shall pay all costs associated with the proper removal and deposition of the contaminated materials. Removal and deposing of unacceptable waste or materials shall be in accordance with the approved practices and regulations of the State of Washington, including but not limited to the Washington State Department of Ecology, and the Whatcom County Health Department.
The City reserves the right to find any waste or material unacceptable in its sole discretion. Given however, that this discretion must be exercised in a reasonable manner. Disposing of unacceptable materials may result in the loss of the privilege to use the Facility.

Section 3 – Dumping Operation

3.1 The Facility has a limited capacity to accept Acceptable Waste products and User acknowledges that the City, State of Washington and Whatcom County, as the primary public users, have preference over all other users. In the event that the Facility capacity should become an issue all other users will be directed to cease usage of the site. The City shall have no obligation or duty to provide advance warning of this circumstance.

3.2 Prior to depositing Acceptable Waste at the Facility, User agrees to follow the following “dumping operation”:

3.2.1 Eductor vehicles shall decant excess water prior to depositing Acceptable Waste at the Facility. Decanting shall occur either prior to arriving at the Facility, or by backing into the Facility and decanting into the settling trough;

3.2.2 After excess water is removed, the truck shall be weighed to obtain the net weight of the material. A copy of the weight slip shall be placed in the drop box of every load dumped at the facility. Weight slips shall clearly identify: gross weight, tare weight, and billable weight. Weight slips will be checked against the gate entry log. If there is no slip, the customer will be charged for a full load based upon the capacity of the vehicle. Users are not to use the site other than to dump. Gate access shall be monitored for billing purposes. If a user accesses the facility and there is no weight slip present for that access the user shall be billed for a full load of the vehicle assigned to that access card; AND

3.2.3 After weighing the remaining portion of the load, it shall be dumped, as far back in the facility as is practical to limit the amount of material that may spew out into the parking lot.

3.3 In addition to any other remedies that may be available to the City, the City may terminate this Interlocal Agreement and bar User from any future use of the Facility for failure to follow the procedures outlined in Section 3.2.

Section 4 – Required Training

In order to ensure the proper and safe use of the Facility, training is required prior to use of the Facility. Training consists of a walkthrough of the Facility with a representative of the City to explain how the Facility operates and what is expected from those who use the Facility. The City shall issue a letter of fulfillment (“Letter”) that documents that the User has completed the training requirement. User shall not be allowed to use the Facility until completing this training and receiving the Letter. Further, User shall not allow any of its employees or agents to use the Facility without receiving the training and Letter required hereunder.

Section 5 – Safety

All personal injury, including first aid incidents, or damage to vehicles or buildings must be reported immediately to the Safety Specialist at Bellingham Public Works (778-7700). Users shall follow all Washington State safety policies and regulations while inside the Facility. It is encouraged that a ground guide be used whenever operating a vehicle inside the Facility. The City shall not be responsible in any manner for User’s use of the Facility, except to the extent of the City’s sole negligence.
Section 6 – Cost for Service

The cost of depositing one ton of wet Acceptable Wastes is $54.36 for 2016. These amounts are subject to change at the end of each calendar year. If a price change is announced, this Agreement may be terminated or modified in the manner provided. The User will be billed monthly by invoice and User agrees to pay the bill in full within 30 calendar days of the date of the bill.

In addition to any other remedies that may be available, User’s failure to pay the bill after 60 calendar days shall automatically suspend this Interlocal Agreement and cause User to forfeit the privilege to use the Facility until resolved.

Section 7 – Term

Unless otherwise terminated sooner as otherwise provided herein, this Interlocal Agreement shall remain valid until December 31, 2016. One year (annual) extensions are allowed with mutual written agreement by both parties as to term of extension and any adjustments in Cost of Service.

Section 8 – Waiver

The City’s failure to insist upon the User’s strict performance of any covenant, duty, agreement, or condition of this Interlocal Agreement or the City’s failure to exercise any right or remedy for breach thereof shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition.
TITLE OF DOCUMENT: Approval to Purchase Retro-Reflective Materials (glass beads for traffic marking paint)

ATTACHMENTS: Memos from Finance and Public Works

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.)

Public Works is requesting approval to purchase Retro-Reflective Materials (glass beads for traffic marking paint) for 2016 using the Washington State Contract #02513 (expires 12/31/2017). The vendor is Alpine Products. Retro-reflective materials are purchased on an as-needed basis and the total expenditure for retro-reflective materials will not exceed $100,000.00. This is a regularly budgeted expenditure.
DATE: February 11, 2016
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Approval to Purchase Retro-Reflective Materials (glass beads for traffic marking paint)

- Background & Purpose
Public Works is requesting approval to use the Washington State Contract #02513 (expires 12/31/2017) for the purchase of retro-reflective materials (glass beads for traffic marking paint). The State Contract has been awarded to Alpine Products, Inc.

Retro-reflective materials are purchased on an as-needed basis, and Public Works uses these materials regularly as part of the road maintenance program. Total expenditures for retro-reflective materials will not exceed $100,000 in 2016.

- Funding
This is a regularly budgeted item and funds exist in the current budget. I concur with this recommendation.

Approved as recommended:

______________________________
AS Finance Manager

County Executive

Date of Council Action __________
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Eric L. Schlehuber, Public Works Equipment Services Manager
Jeff Gollen, Public Works Maintenance and Operations Superintendent
Date: February 4, 2016
Re: Washington State Contract 02513 (Retro-Reflective Materials)

Requested Action
I am requesting Executive approval to purchase the following material as needed from the Washington State Bid Procurement List during 2016 through December 31, 2016 (current state contract term is for the period of 12/31/2015 through 12/31/2017).

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>STATE CONTRACT</th>
<th>EXPIRATION DATE</th>
<th>NOT TO EXCEED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retro-Reflective Materials</td>
<td>02513</td>
<td>December 31, 2016</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

This state contract has been awarded to Alpine Products, Inc. (for political subdivisions); Potters Industries, LLC (for state level agencies); and Rodda Paint Company (for state level agencies). This purchase will be through Alpine Products, Inc. located in Auburn, Washington.

Background and Purpose
Public Works Maintenance & Operations Division uses these materials regularly as part of the road maintenance program. This agreement is for the purpose of providing glass beads for traffic marking paint throughout the year to be used on county road maintenance and road projects as needed.

Funding Amount and Source
These are regularly budgeted expenditures for material, which is used on an annual basis as needed and has been budgeted during the 2015-2016 Budget process. Expenditures were $74,680 in 2012, and $32,860 in 2013, $59,131 in 2014; and $84,654 in 2015.

Recommended Action
Please approve this purchase and forward to the Executive and the Whatcom Council for approval at the February 23, 2016 Whatcom County Council Meeting.

Please contact Jeff Gollen at extension 6419 or Eric L. Schlehuber at extension 6405 if you have any questions or concerns.
**TITLE OF DOCUMENT:**

Contract between Whatcom County and Shawna Bosman, ARNP

**ATTACHMENTS:**
1. 

**SEPA review required?** ( ) Yes ( ) NO  
**SEPA review completed?** ( ) Yes ( ) NO  
**Should Clerk schedule a hearing?** ( ) Yes ( ) 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.)

The purpose of this Contract is to ensure effective nursing services to complement the other medical services to the youth detained in Juvenile Detention.  
Currently, Juvenile Detention uses an RN from the jail. However, there are limits to their job. Shawna an Advanced Registered Nurse Practitioner will be able to close the gap in our services. She will be able to work alongside the RN by prescribing any medications that are needed or maintain the youth on their medications while in custody.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Robin Fjellman, Juvenile Detention Manager
RE: Contract between Whatcom County and Shawna Bosman, ARNP
DATE: 2/8/2016

Enclosed are two (2) originals of a Contract between Whatcom County and Shawna Bosman, ARNP for your review and signature.

- **Background and Purpose**
  Shawna Bosman served as our Nurse Practitioner in 2015. This position provides a cost effective service to the complement the other medical services to the youth detained in Juvenile Detention. Shawna also has served as the ARNP for the Jail the past 7 years.

- **Funding Amount and Source**
  $25,000 has been appropriated in the 2016 budget cost center 1970.6610

- **Differences from Previous Contract**
  This is a new Contract

Please contact Robin FJellman at extension 5498, if you have any questions or concerns regarding the terms of this agreement,

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Superior Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Juvenile Detention</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Robin Fjellman</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Shawna Bosman, ARNP</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  Yes ☑  No □

**If not, is this an Amendment or Renewal to an Existing Contract?**

Yes ☑  No □

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _______

**Does contract require Council Approval?**  Yes ☑  No □

If No, include WCC: _______

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?**  Yes ☑  No □

If yes, grantor agency contract number(s): _______

CFDA#: _______

**Is this contract grant funded?**  Yes ☑  No □

If yes, Whatcom County grant contract number(s): _______

**Is this contract the result of a RFP or Bid process?**

Yes ☑  No □  If yes, RFP and Bid number(s): _______

Contract: _______

Cost Center: 1970.6610

**Is this agreement excluded from E-Verify?**  No ☑  Yes ☑

If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

☑ Professional services agreement for certified/licensed professional.

☐ Contract work is for less than $100,000.

☐ Contract work is for less than 120 days.

☐ Interlocal Agreement (between Governments).

☐ Contract for Commercial off the shelf items (COTS).

☐ Work related subcontract less than $25,000.

☐ Public Works - Local Agency/Federally Funded FHWA.

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

$ 25,000.00

This Amendment Amount:

$ _______

Total Amended Amount:

$ _______

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

- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.

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

**Summary of Scope:** Shawna Bosman, ARNP conducts sick call 2 days per week and provides services in examination, diagnosis, prescription of appropriate treatment of detained youth in Juvenile Detention. This agreement provides that the Nurse Practitioner also record history and physical findings, and work closely with the Juvenile Detention team to accommodate youth’s medical needs.

**Term of Contract:** 1 year with 4 renewals

**Expiration Date:** 12/31/2016

**Contract Routing:**

1. Prepared by: Robin Fjellman  Date: _______
2. Attorney signoff: _______
3. AS Finance reviewed: Date: 2/12/16
4. IT reviewed (if IT related): Date: _______
5. Contractor signed: Date: _______
6. Submitted to Exec.: Date: _______
7. Council approved (if necessary): Date: 1-26-16
8. Executive signed: Date: 2-12-16
9. Original to Council: Date: _______

Last edited 10/01/15
CONTRACT FOR SERVICES AGREEMENT
Contract Between Whatcom County and Shawna Bosman, ARNP

Shawna Bosman, Advanced Registered Nurse Practitioner (ARNP), hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 7
- Exhibit A (Scope of Work), pp. 8 to 9
- Exhibit B (Compensation), pp. 10 to 11
- Exhibit C (Certificate of Insurance), 11

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

The term of this Agreement shall commence on the 1st day of January, 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2016, regardless of the date signed.

The general purpose or objective of this Agreement is to: provide Advanced Registered Nurse Services to detained youth in Juvenile Detention, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $25,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of January, 2016.

CONTRACTOR:
Advanced Registered Nurse Practitioner

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 21st day of January, 2016 before me personally appeared Shawna Bosman to me known to be the ARNP (title) of (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Barbara V. Plummer
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 11-09-19

Contract for Services Agreement
Shawna Bosman.2016 Contract

V2.0
WHATCOM COUNTY:
Recommended for Approval:

[Signature]

Department Director Date

Approved as to form:

[Signature]

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _______________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this _____ day of ________, 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.

[Signature]

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

CONTRACTOR INFORMATION:

Shawna Bosman, ARNP

Address:
1650 Van Dyk Rd.
Lynden, WA 98264

Mailing Address:
Same

Contact Name: Shawna Bosman, ARNP

Contact Phone: 360-367-8209

Contact Email: shawnabosman@hotmail.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 **Extension:** Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 **Accounting and Payment for Contractor Services:**
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
21.1 Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

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

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement: Not Applicable

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

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

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

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

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

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

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Insert here (name, job title, work address)

37.2 Notice: Not Applicable

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

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

40.1 Modifications:
Contract for Services Agreement
Shawna Bosman.2016 Contract
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 **Contractor Commitments, Warranties and Representations:** Not Applicable

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

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

42.1 **Disputes:**

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

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

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

d. **Arbitration:** Not Applicable

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

44.1 **Survival:** Not Applicable

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

Nurse Practitioner duties will include:

- Review booking information, including health history and current medication use of newly detained youth.
- Communicate as necessary with the youth’s primary medical provider regarding pertinent past medical history and current medication.
- Approve medications to be continued in the facility.
- Confer with detention officers regarding the health of detained youth and the need to see any youth on an urgent basis.
- Assess, diagnose, and treat as medically indicated any youth who request sick call, has noted an acute or chronic medical problem requiring evaluation or medication on the booking health screen record, has been referred for evaluation by detention or probation staff or the youth’s parent.
- Make written or verbal referral to outside medical or dental services. Notify Detention Manager regarding any outside referrals.
- Inform detention staff about medical treatment that will involve them or restrict the youth’s activity.
- Consult with the Health Officer of Whatcom County Health and Human Services regarding any significant communicable disease outbreak or other serious concerns.
- Prepares exam room for daily clinics. Cleans room at end of day. Keeps clinic area clean and organized.
- Monitors quality of sterilizing process and sets up trays for exams.
- Prepares patients and assists with exams including pelvic exams and medical tests. Interviews clients and records current symptoms and past STD history on medical records.
- Collects, labels and prepares specimens for transport, including performing venous and capillary invasive procedures for blood withdrawal. May perform venipuncture. Appropriately stores specimens awaiting transport.
- Performs intradermal, subcutaneous, intravenous and intramuscular injections of therapeutic agents or diagnostic agents and administers skin tests under the supervision of a health care practitioner. Administers and reads Tuberculosis (PPD) skin tests on juvenile detention clients and refers positive results to the TB clinic nurse in the Health Department.
- Pulls and prepares medical records for clinic including filling in the names and dates. Interviews clients to obtain relevant history and records on medical record.
- Maintains medical documentation. Writes medication cards and reviews cards to determine if there are missed or refused doses.
- Review reported Medication Concerns.

Proof of License

The Contractor will provide a copy of their Advance Nurse Practitioner License to be kept on file at the Whatcom County Detention Facility. Contractor will provide any and all updated copies of proof of license as specified in Washington State Law.
I. Budget and Funding

1. The Contractor shall provide the County an itemized bill for services rendered at the end of each month.

2. Visits shall be itemized by the day and time. Each session will be billed at a minimum one hour of service at $125.00 for the first hour or any part thereof. Time in excess of one hour will be billed in increments of one half hour at $62.50 per each half hour, or part thereof.
HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

PRODUCER | BRANCH | PREFIX | POLICY NUMBER
---|---|---|---
018098 | 970 | HPG | 0583437882-8

Policy Period:
From 02/07/15 to 02/07/16 at 12:01 AM Standard Time

Program Administered by:
Nurses Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-247-1500
www.nso.com

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 60604

Named Insured
Shawna K Bosman
1650 Van Dyk Rd
Lynden, WA 98264-9206

Medical Specialty Code
- Pediatric/Neonatal/Family Practice Nurse Practitioner 80965
- Registered Nurse 80964

Professional Liability
$1,000,000 each claim $6,000,000 aggregate

Your professional liability limits shown above include the following:
- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to $25,000 aggregate sublimit

Coverage Extensions
- License Protection $25,000 per proceeding $25,000 aggregate
- Defendant Expense Benefit $1,000 per day limit $25,000 aggregate
- Deposition Representation $10,000 per deposition $10,000 aggregate
- Assault $25,000 per incident $25,000 aggregate

Includes Workplace Violence Counseling
- Medical Payments $25,000 per person $100,000 aggregate
- First Aid $10,000 per incident $10,000 aggregate
- Damage to Property of Others $10,000 per incident $10,000 aggregate
- Information Privacy (HIPAA) Fines & Penalties $25,000 per incident $25,000 aggregate

Workplace Liability
- Included in Professional Liability Limit shown above

Workplace Liability
- Included in the PL limit above subject to $150,000 aggregate sublimit
- Personal Liability $1,000,000 aggregate

Total: $1,804.00

Premium reflects employed, full-time rate.

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)
- G-121500-D
- G-121501-C
- G-121503-C
- G-145184-A
- G-147292-A
- GSL3886
- GSL3908
- GSL13424
- GSL15563
- GSL15564
- GSL15565
- GSL17101
- G-123846-C46
- G-123854-C46
- G-123811-C46

Chairman of the Board
Thomas L. McFarland

Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Form #: G-141241-B (3/2010)
Master Policy: 188711433
### TITLE OF DOCUMENT:
Discussion regarding Comcast franchise agreement

### ATTACHMENTS:

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>Yes</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>Yes</td>
<td>NO</td>
</tr>
</tbody>
</table>

### 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.)

Discussion regarding Comcast franchise agreement

---

**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](http://www.co.whatcom.wa.us/council).
## Whatcom County Council Agenda Bill

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td></td>
<td>2/17/2016</td>
<td></td>
<td>2/23/16</td>
<td>Public Works Com</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Title of Document:**
Presentation of Incarceration Prevention and Reduction Task Force Phase 1 Report

**Attachments:**

**SEPA review required?** ( ) Yes ( ) NO  
**SEPA review completed?** ( ) Yes ( ) NO  
**Should Clerk schedule a hearing?** ( ) Yes ( ) 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.)

Presentation of Incarceration Prevention and Reduction Task Force Phase 1 Report

**Committee Action:**

**Council Action:**

**Related County Contract #:**

**Related File Numbers:**

**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.
The application of Whisper Lake Developments, Inc. for a Preliminary Long Subdivision and Planned Unit Development for the “Whisper Lake Plat” project.

ATTACHMENTS:
Hearing Examiner file, including Recommendation to the County Council, dated February 9, 2016 and exhibits.

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.)

The Whatcom County Hearing Examiner recommends the Whatcom County Council approve the Planned Unit Development (PUD2009-00001) and Preliminary Long Subdivision (LSS2009-00004) proposed by Whisper Lake Developments, Inc. The project proposes creation of 145 single-family residential lots on an approximately 38-acre site located in the Birch Bay Urban Growth Area, within the Urban Residential-Medium Density [URM6] zoning designation.

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.
SUMMARY OF APPLICATION AND RECOMMENDATION

Summary of Application: The Applicant, Whisper Lake Developments, Inc. is requesting Preliminary Long Subdivision and Planned Unit Development Approvals for the proposed creation of 145 single-family residential lots on an approximately 38-acre site within the URM6 zoning designation.

Recommendation: The Whatcom County Hearing Examiner recommends that the Whatcom County Council grant Preliminary Long Subdivision and Planned Unit Development Approval for the proposed 145-lot development subdivision.

FINDINGS OF FACT

INTRODUCTION

The following Findings of Fact and Conclusions of Law are based upon consideration of the exhibits admitted and evidence presented at the public hearing.

I.

Applicant: Whisper Lake Developments, Inc.

Engineer: Douglas Campbell, Associated Project Consultants, Inc.
Site Location/Address: 7495 Blaine Road, Blaine, Washington

Legal Description: Located within the NE¼ of the SE ¼ of Sec 31, T40N, R1E, W.M. Assessor's Parcel No. 400131 466205


Comprehensive Plan: Birch Bay Urban Growth Area (UGA)

Subarea: Birch Bay

Number of Lots: 145 single-family lots

Total Acreage: Approximately 38 acres

Roads: Public

Water Supply: Birch Bay Water and Sewer District

Sewage Disposal: Birch Bay Water and Sewer District

Fire Protection: North Whatcom County Fire and Rescue

Law Enforcement: Whatcom County Sheriff's Office

Public Schools: Blaine School District No. 503

Topography: The site is described as generally flat with very little slope.

Vegetation: Vegetation consists of pasture grasses with areas of trees and shrubs.

Adjacent Land Use: North: Vacant
South: Single-Family Residential
East: Vacant
West: Bay Horizon Park and Single-Family Residential

Utility Easements: Utility easements will be established prior to recording Final Plat.

Variances: No Variances requested.

SEPA Review: Mitigated Determination of Non-significance, issued November 24, 2014

Authorizing Ordinances: Revised Code of Washington Chapter 58.17
Whatcom County Comprehensive Land Use Plan
Whatcom County Code Title 20, Official Whatcom County Zoning Ordinance
Whatcom County Code Title 21, Subdivision Regulations
State Environmental Policy Act (SEPA). Washington Administrative Code Chapter 197-11
Whatcom County Environmental Policy Administration Chapter 16.08
Whatcom County Code Chapter 12.08, Development Standards
Whatcom County Code Chapter 15, Building Code
Whatcom County Code Chapter 16.16, Critical Areas
Whatcom County Code, Title 24, Health Regulations

Mailed – Notice of Application, November 4, 2009
Notice of Public Hearing, January 8, 2016
Published – Notice of Public Hearing, January 14, 2016

Hearing Date: January 27, 2016

Parties of Record

Wayne Allen
Whisper Lake Developments, Inc.
6472 Marine Drive
Burnaby, BC V3N 2Y3

Jack Swanson
Belcher Swanson Law Firm
900 Dupont Street
Bellingham, WA 98225

Douglas Campbell
Associated Project Consultants, Inc.
1401 Astor Street
Bellingham, WA 98225

Kathy Berg
7585 Sterling Avenue
Birch Bay, WA 98230

Amy Keenan and Ryan Erickson
Planning and Development Services
Exhibits:
1 Master Land Use Application with attachments
1-1 Preliminary Long Subdivision Supplemental Application
1-2 Agent Authorization
1-3 Fee Responsibility
1-4 Email from Amy Keenan to Carole Magner, January 7, 2016 re: information update to 2009 application
1-5 Amy Keenan letter dated December 2, 2009, to Doug Campbell re: Notice of Additional Information
1-6 Amy Keenan letter dated December 29, 2010, to Doug Campbell re: Extension Request Notice of Additional Information
1-7 Amy Keenan letter dated June 29, 2011 to Doug Campbell re: Extension Request Notice of Additional Information
1-8 Amy Keenan letter dated January 4, 2012 to Doug Campbell re: Extension Request Notice of Additional Information
1-9 Amy Keenan letter dated July 30, 2012 to Doug Campbell re: Notice of Additional Information Required
1-10 Amy Keenan letter dated April 11, 2013 to Doug Campbell re: Notice of Additional Information Required
1-11 Amy Keenan letter dated March 20, 2014 to Doug Campbell re: Notice of Additional Information Required
1-12 Amy Keenan letter dated January 26, 2015 to Doug Campbell re: Notice of Additional Information Required
1-13 Amy Keenan letter dated April 6, 2015 to Doug Campbell re: Notice of Additional Information Required
1-14 Mailing labels for requests for hearing notice
1-15 Project Narrative, prepared by Associated Project Consultants, Inc., P.S., October 22, 2009
1-16 Land Disturbance Permit Application
1-18 Draft 2009 CC&Rs
1-19 Certificate of Mailing Notice of Application, November 4, 2009
1-20 Certificate of Mailing Notice of Public Hearing, January 8, 2016
1-21 Legal Notice of Public Hearing, January 14, 2016
1-23 PDS Application Checklist, dated November 4, 2009 and January 11, 2016

2 Revised Staff Report, dated January 28, 2016, with attachments
2-1 Attachment A: Large Preliminary Plat Site Plans, dated 05-15-2015, prepared by A.P.C., Inc.
2-2 Attachment B: Comments from Wendy Steffensen, ReSources, December 7, 2009 to Brenda Wilson; Washington State Dept of Fish and Wildlife, November 4, 2009 re: SEPA site visit to Brenda Wilson; Jon Sitkin, dated November 19, 2009 re: Whatcom County Fire District 21 to Amy Keenan
2-3 Attachment C: SEPA Distribution List; MDNS, dated Nov 24, 2014; Checklist
2-4 Attachment D: Memo dated November 3, 2015 from Noel Higa, Development Engineer to Amy Keenan re: Preliminary Conditions of Approval
2-5 Attachment E: Traffic Impact Analysis, prepared by Gibson Traffic Consultants, October 22, 2009
2-8 Attachment H: Natural Resource Assessment Staff Report with Conditions of Approval, Memo, dated January 11, 2016, from Ryan Ericson and Erin Page, with attachments:
II.

The Applicants and the Whatcom County Technical Review Committee have
resolved all issues regarding the approval of the proposed Preliminary Long Subdivision and Planned Unit Development. The Technical Review Committee has recommended approval of the Subdivision and Planned Unit Development, subject to conditions. The Applicant does not object to any of the conditions as set forth in the Revised Staff Report, dated January 28, 2016.

III.

The Hearing Examiner has reviewed the documentary record and conducted a public hearing on the proposed Subdivision and Planned Unit Development. The Hearing Examiner finds that the facts set forth in the Revised Staff Report are factually accurate and are supported by the record as a whole. The Hearing Examiner hereby adopts the factual findings set forth in the Revised Staff Report, dated January 28, Exhibit No.2 in the Hearing Examiner file, a copy of which is attached hereto and incorporated herein by this reference, as Findings of Fact, herein.

IV.

The subject parcel is located in the Birch Bay Urban Growth Area and consists of an approximately 38-acre site, zoned Urban Residential-Medium Density [URM6] District. The maximum density is six units per acre. It has been designated as an area of high density single-family residential development. Maximum density would allow 228 lots on the site. Because of restraints arising from the wetland buffers, and the stream and its buffer located on the property, the Applicant is proposing a total of 145 lots. In order to achieve the density requested, the Applicant has applied for Planned Unit Development Approval and requested critical area buffer reductions.

There is a historical fish bearing stream located on the property. Modifications to the stream have resulted in it not flowing in its natural channel. In order to provide mitigation for critical areas buffer reductions, the Applicant has proposed restoration of the stream on the property and buffer plantings to enhance the ecological functions of the critical areas and buffers onsite.
Stream enhancement requires Hydraulic Project Approval from the Washington State Department of Fisheries and Wildlife. The Approved Mitigation Plan will include modifications that will remove existing barriers that impede fish migration.

Overall the project, as conditioned, should result in significant ecological improvements and still allow a relatively high density development on the property as anticipated by its zoning designation.

V.

There were three written comments on the proposed Subdivision received during the public comment period for the Notice of Application. Staff has addressed these comments in the Revised Staff Report, dated January 28, 2016. And the Hearing Examiner concurs with Staff’s Findings.

There was no public comment on the proposal at the public hearing.

VI.

The SEPA Mitigated Determination of Non-significance [MDNS] was issued by Whatcom County Planning and Development Services on November 24, 2014. There was no appeal of the SEPA MDNS.

Fire District No. 21 and the Applicant have entered into a voluntary agreement for future payment of fees to support urban levels of fire protection and emergency medical services, which was included as a mitigation condition in the SEPA MDNS.

VIII.

Any Conclusion of Law which is deemed a Finding of Fact is hereby adopted as such. Based on the foregoing Findings of Fact, now are entered the following
CONCLUSIONS OF LAW

I.

The Technical Review Committee of Whatcom County Planning and Development Services has recommended preliminary approval of the Long Subdivision and Planned Unit Development Application, subject to numerous conditions, including those proposed by Whatcom County Health Department, Whatcom County Planning and Development Services, the Building Official, the Critical Areas Technical Administrator, and Whatcom County Public Works.

II.

Subject to the recommended Conditions of Approval, the proposed Subdivision and Planned Unit Development will meet all of the requirements under the Whatcom County Code for the Preliminary Approval.

III.

Subject to the recommended Conditions of Approval attached hereto, the proposed Subdivision will be in the public interest and makes appropriate provisions for the public health, safety, and general welfare as required by RCW 58.17.110.

The Hearing Examiner should recommend to the Whatcom County Council approval of this Preliminary Long Subdivision and Planned Unit Development subject to conditions.

IV.

Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such. Based on the foregoing Findings of Fact and Conclusions of Law, now is entered the following

RECOMMENDATION

The Whatcom County Hearing Examiner hereby recommends that the Whatcom County Council grant approval for Preliminary Long Subdivision, LSS2009-0004, and Planned Unit Development,
PUD2009-0001, to Whisper Lake Developments, Inc., seeking approval for a proposed 145-lot, single-family residential subdivision on a 38-acre parcel, located at 7495 Blaine Road, Blaine, Washington, Assessor’s Parcel No. 400131 466205, subject to the following Conditions of Approval:

Current Planning
1. The general use and configuration on the site as shown on the site plan and phasing plan dated May 15, 2015 (Sheets 1-14) shall not be amended or changed unless consistent with WCC 21.05.110, except for details and exact locations of utility lines, street features, and other details of final design for construction.

2. Signage for the site shall be limited to one site identification sign at the entrance to the site, per WCC 20.80.470 (4). The subject sign shall be limited to 64 square feet in size.

3. No sign shall be located closer than 10-feet to any right-of-way, per WCC 20.80.410 (1). A building permit shall be obtained for any sign installed on the site.

4. The setback table below shall apply to the proposed development through construction of all single family residences. The table shall be included on the mylar for each phase recorded within the Whisper Lake Long Subdivision and Planned Unit Development.

<table>
<thead>
<tr>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
<th>Corner Lots</th>
</tr>
</thead>
<tbody>
<tr>
<td>House</td>
<td>Garage</td>
<td>5 ft.*</td>
<td>15 ft. front yard on both sides</td>
</tr>
<tr>
<td>15 ft.</td>
<td>20 ft.</td>
<td>5 ft.*</td>
<td></td>
</tr>
</tbody>
</table>

*Rear yard setbacks on lots 1-18 and 62-84 shall be increased to 25 feet.

5. Lot coverage, pursuant to WCC 20.97.217, shall be determined at the time of building permit review. In no case, shall the structures occupy more than 2,500 square feet or 35 percent of the total lot area, whichever is greater. Because of lot size, most of the lots will be allowed no more than 2,500 square feet of lot coverage on each lot.

6. The applicant shall provide the final on street parking proposal at the time of construction drawing approval. The additional on-street parking spaces shall be included throughout all nine phases as a portion of the total 363 parking spaces. Each phase shall include the necessary number of parking spaces for the number of residential lots.

7. All driveways shall be reviewed by the County Engineer prior to construction through construction drawing review and approval. To the extent possible joint driveways for
adjacent parcels will be encouraged.

8. The applicant shall provide an outdoor lighting plan as part of construction drawing approval.

9. The applicant shall prepare a landscape plan to address WCC 20.85.104(2)(b) along the northern and southern border. The applicant shall include information at the time of construction drawings.

10. The landscape buffer is required to screen residential development from adjacent properties and provide a visual buffer. The buffer shall be no less than 25 feet and be applicable on the northern and southern boundaries of the property. The buffer shall be placed on the face of the plat and the purpose and maintenance shall be included in the codes, covenants and restrictions.

11. If trash disposal is proposed as part of the open space areas then the trash areas shall be permanently screened. The applicant shall also include provisions for ongoing maintenance with the CC&R’s to be reviewed by PDS prior to construction drawing approval.

12. All ground and roof top mechanical equipment shall be screened when possible to reduce its visibility to surrounding uses or roads.

13. The applicant shall obtain all land disturbance and or construction drawing approvals prior to commencement of any land disturbance.

14. All utilities shall be underground unless evidence is provided by the supplier of the utility or service that underground installations are not reasonably feasible. The applicant shall provide such evidence with construction drawing submittal.

15. All utilities, roads and essential services shall be completed prior to occupancy.

16. Final approval of the PUD shall be consistent with WCC 20.85.365.

17. Through the construction process the applicant shall include proposed landscaping, maintenance and lighting for the open space areas.

18. The proposal shall contain CC&R’s to develop, preserve and maintain the open space and other common facilities. Planning and Development Services and Public Works shall review and approve the CC&R’s prior to approval of each phase.

19. The applicant shall submit a final review plan for each phase as required by WCC 20.85.365(1)(a-c).

20. After certificate of completion development of the single family residential lots shall
occur in conformance with the approved final development plan. Changes to the final development plan shall be submitted to PDS for review with the Technical Review Committee. All changes or modifications shall be processed consistent with WCC 20.85.370(3)(a and b). Modifications and amendments shall be consistent with WCC 20.85.370(4-6).

21. Pursuant to WCC 21.05110 any modifications to the preliminarily approved plat shall be reviewed by the TRC or hearing examiner depending upon whether the modification is deemed a minor or major change.

22. Approval of this preliminary subdivision shall become invalid unless a final plat for Phase 1 is submitted in proper form for final plat approval within five (5) years of the date of preliminary subdivision approval.

23. Approval of this preliminary subdivision shall expire ten (10) years after the date of preliminary subdivision approval. Any phase of the final plat that has not been submitted in proper form for final plat approval within this time period shall expire and the land within such phases shall revert to a reserve tract status. Each phase submitted after five years from the date of preliminary approval shall comply with the Whatcom County Development Standards in effect as of the date construction plans are submitted for each phase. This subdivision has been identified as a phased development; pursuant to WCC 21.05.039(3) no extension provisions are applicable.

24. The applicant is proposing a trail through the project site to Bay Horizon Park in the northwest corner of the site. The applicant shall work with the Whatcom County Parks Department to agree on the exact location, width and surfacing of the proposed trail. The trail shall be constructed during Phase 1 development of the site. The CC&R’s shall contain ongoing maintenance provisions for the trail.

25. A playground facility shall be designated within the boundaries of the subject site prior to final approval and shall be shown on the face of the mylar. An approved plan for the playground shall be submitted to and approved by Planning and Development Services. The playground shall be installed prior to Phase 2 final plat approval. Playground amenities shall be at a minimum of $5,000. The CC&R’s shall contain ongoing maintenance provisions for the playground.

26. The proposed design contains several areas with no development potential. These shall be contained in separate tracts and assigned specific uses for open space, conservation, playground, etc. The applicant shall submit a landscape plan detailing the landscaping associated with the non-conservation tracts and include provisions within the CC&R’s for maintenance of these areas.

27. An applicant requesting final approval of a subdivision shall submit to the administrative official copies of the materials and fees specified in WCC 21.06.050, and the request shall be accompanied by a statement from the county engineer that
Whatcom County has accepted as complete all on-site and off-site improvements required by the conditions of preliminary plat approval, or has received cost estimates and performance guarantees to assure completion thereof.

28. The applicant shall obtain all necessary federal, state and local permits prior to construction.

29. The following notes shall be placed on the face of the plat:

RIGHT-TO-FARM COVENANT (THIS PROPERTY IS LOCATED WITHIN ONE-HALF MILE OF AN OPERATING FARM, AN AGRICULTURE OR RURAL DISTRICT.) THE DEVELOPER AND ANY SUBSEQUENT PURCHASER OR SUCCESSORS IN INTEREST OF ALL OF THE LOTS WITHIN THIS SHORT PLAT WILL REFRAIN FROM ANY LEGAL ACTION TO RESTRAIN OR COLLECT DAMAGES FROM OWNERS OR OPERATORS OF SUCH SAID AGRICULTURAL LANDS, OR FROM WHATCOM COUNTY, ARISING OUT OF ANY REASONABLE AND LAWFUL FARM OPERATIONS ON. THE SELLER SHALL REQUIRE THAT THE “DISCLOSURE STATEMENT” AS SET FORTH IN TITLE 14.02 BE SIGNED BY THE PURCHASER AND RECORDED IN THE WHATCOM COUNTY AUDITOR’S OFFICE IN CONJUNCTION WITH THE DEED CONVEYING SAID LOT. THIS COVENANT SHALL RUN WITH THE LAND.

30. No land comprising any part of a proposed land division in the unincorporated area of Whatcom County shall be sold, leased, or offered for sale or lease unless approved under this title. Any person being the owner or agent of the owner of such land who shall sell, lease, or offer for sale or lease any lot or portion thereof shall be guilty of a gross misdemeanor. Each sale or lease, or offer for sale or lease shall be a separate and distinct offense for each separate lot or portion of said land, pursuant to WCC 21.11.010.

31. All development shall comply with applicable Whatcom County Code (WCC) and Whatcom County Development Standards (WCDS).

SEPA Conditions

32. Pursuant to the issued MDNS: The Gibson Traffic Impact Analysis, dated Oct. 22, 2009, has calculated the impact this development has on the offsite transportation system. The analysis has identified the following two impacted intersections: Birch Bay Lynden/Blaine Rd. and Vista/Grandview Rd. intersections. Traffic impact mitigation in the amount of $186,300.00 is proposed for these two intersections. The mitigation payment amount to be based on the number of lots created with each phase. The “Voluntary Agreement for Future Payment of Mitigation Funds in Lieu of Mitigation Actions, per RCW 82.02.020” may be used as the vehicle for mitigation payment.

33. Pursuant to the issued MDNS: At the time of application for any building permits as
contemplated by this proposal, the Applicant shall comply with the requirements of the Mitigation Agreement Regarding Fire Protection and Emergency Response Service Capital Facility Charge dated November 4, 2014 and recorded under Whatcom County Auditor File No. 2141100193 including, but not limited to, payment of the Mitigation Fee as defined in that agreement.

Public Works

34. The applicant shall comply with the conditions of the Whatcom County Public Works – Engineering Services in the memo dated November 3, 2015 unless modified by Engineering Services or appealed to the appropriate agency.

35. All interior plat roads shall be public and dedicated to Whatcom County.

36. Upon completion of the subdivision process, the development of the individual lots will be subject to the requirements of Whatcom County Development Standards.

37. Interior plat roads shall be built, where appropriate, to the modified Special District Road Standards and shall comply with WCDS Standard Drawing 505.U-4 as modified, which specifies sidewalks on only on one side of the road and a reduced pavement width. Engineer of Record has demonstrated that “pocket parking” as shown in WCDS Standard Drawing 505.U-4 is not feasible in this project and it shall not be required.

38. At final construction design, the proposal must be able to demonstrate that a sufficient number of parking spaces can be provided to meet the requirements of WCDS 505.C-2. If compliance cannot be shown, a reduction in number of lots or a project redesign may be warranted.

39. Temporary turnarounds for each phase shall be provided as shown on the phasing plan and must be shown and approved in the Site Civil Construction Drawings.

40. Subdivision access is to SR-548, Blaine Road, a state highway. Road access permits shall be acquired through Washington State Department of Transportation (WSDOT).

41. There will be no direct access from the lots or tracts to Blaine Road. A Vehicle Access Prohibition note shall be placed on the plat map.

42. Applicant is proposing Lot 10 as a Right-of-Way stub that could potentially be used for a future through road connection or emergency services access to the property to the north. This is a satisfactory solution subject to the following conditions as shown on the revised Preliminary Plat:

- The lot directly aligns with the Right-of-Way of the road crossing the wetland/stream.
The applicant has demonstrated that proper setbacks can be provided on Lots 9 and 11, if the road is extended.

The applicant proposes language that requires that the lot be sold only to Whatcom County or the adjacent land owner for road purposes within 10 years of the final platting of the lot, recognizing that if the option is not exercised, the lot can be sold to any buyer without the road use requirement.

43. A Final Engineered Stormwater Design Report that addresses conveyance, infiltration, detention, and water quality measures, prepared by a Washington State licensed civil engineer, will need to be submitted for approval by Whatcom County Engineering prior to construction plan approval for the subdivision.

44. Prior to beginning construction on any portion of the project, the applicant shall submit a Final Stormwater Design Report that shall be fully compliant with the 2005 DOE Stormwater Management Manual for Western Washington (SMMWW), to include the recommendations found in Section 4 Conclusion and Recommendations of the Stormwater Design Report of Jan. 22, 2013.

45. The Final Engineered Stormwater Design Report shall include, at a minimum, the following:

- Complete geotechnical soils analysis and infiltration testing to determine the infiltration design rate, groundwater monitoring results, and downstream impact analysis.

- Engineering analysis and justification, per the DOE Manual, of the water quality treatment provided by the open conveyance swale and bio-retention system along the new roads and any additional facilities required to meet treatment requirements.

- Geotechnical analysis of the existing soils, including recommendations for protection of existing topsoil, specifications for soil amendments in lawn and landscape areas and shall meet BMP T5.13 of the Department of Ecology Stormwater Management Manual for Western Washington. As each lot within the subdivision will be required to meet the soil amendment specifications at the time of home construction, a note so stating shall be placed on the final plat for the above requirement.

- A Stormwater Pollution Prevention Plan (SWPPP) per the 2005 DOE SWMM shall be submitted and approved prior to any clearing or grading on the site.

- Provisions for all stormwater management facilities outside of the County Road ROW to be privately maintained
• Applicant shall provide for maintenance of private stormwater system per current WCDS Section 220. Applicant shall establish a fund for the first two years of the stormwater system performance verification and maintenance. Applicant shall include a Stormwater Maintenance Plan in the CC&Rs for the project.

• A Washington State licensed civil engineer shall prepare and submit to PWD-ES/D for PWD-ES/D review and approval all road, stormwater facilities, and grading drawings. Applicant shall not perform any work that these drawings depict prior to participating in a formal Preconstruction Meeting with County Engineering staff.

46. Road name proposals for all roads must be submitted for approval. Applicant may submit to PWD-ES/D for PWD-ES/D review and approval plat road name proposals per current WCC 12.60.070. Applicant shall pay current lot addressing fees prior to recording. A map at 1"=400' scale of the lots shall be provided to Whatcom County Engineering for address assignment.

47. Developer shall provide a plat layout to the United States Postal Service to get approved mailbox location(s). The location and use of mailboxes shall not interfere with county road traffic as per Ch. 5 Road Standards of the WCDS. Mailbox locations, if shared locations are required, shall be shown on final construction plans.

48. All road, stormwater facilities, and grading plans shall be designed and stamped by a Washington State licensed civil engineer and submitted for county engineering approval prior to construction.

49. Record road/stormwater drawings and a letter of certification from a licensed engineer must be submitted to the County Engineer prior to acceptance of any roads into the County Road System.

50. Applicant shall show on the final plat map all easements and any physical appurtenances (such as fences or structures that might indicate encroachment, lines of possession, or conflict of title) per current Washington Administrative Code (WAC) 332-130-050(1)(b).

51. Applicant shall submit to PWD-ES/D for PWD-ES/D review and approval certified as-built surveys and record drawings per current WCDS Sections 217.1 and 507.D, respectively.

52. Prior to County's acceptance of the new subdivision road (interior plat road) into the County Road System for public maintenance, the Applicant shall post a Warranty Security per current WCDS Section 509.

Fire Marshal
53. The applicant shall comply with the conditions of the Whatcom County Fire Marshal's
Office in the memos dated March 12, 2013, March 3, 2014, December 9, 2014 and June 2, 2015 unless modified by the Fire Marshal or appealed to the appropriate agency.

54. Hydrant Spacing per IFC Table C105.1 Avg. spacing between hydrants 500 Ft., max distance from any point on the road to a hydrant is 250 ft.

55. Provide a minimum 26' x 40', clear pull-out space at each hydrant location with 20' feet each direction from center of hydrant. Pull-out spaces require signage as Fire Lanes per IFC Section D103.6 and adjacent curbs painted red with durable, weather resistant paint.

56. Hydrant pull-out requirements to be listed in subdivision CC&R's, especially including no parking.

57. Fire Hydrants need to be installed prior to final approval of each phase.

58. All temporary street ends shall have an approved emergency vehicle turn around within 150-feet, unless otherwise approved by the Whatcom County Fire Marshal at the time of construction.

Critical Areas
59. The applicant shall comply with the conditions of the Natural Resource Assessment Staff Report with Conditional Recommendations of Approval dated January 11, 2016 unless modified by Natural Resources or appealed to the appropriate agency.

60. A permanent conservation easement or place in a separate tract all areas of buffer reduction for stream and wetlands shall be established. WCC 16.16.640(D)

61. Low impact development shall be used where appropriate and consistent with the conditions of approval for stormwater requirements and applicable stormwater standards. WCC 16.16.640(D)

62. Covenants shall be established to prohibit pesticide use within 150 feet of offsite wetlands. WCC 16.16.640(D)

63. Stormwater shall be infiltrated, or treated, detained and dispersed into buffers when feasible and consistent with the conditions of approval for stormwater requirements and applicable stormwater standards. WCC 16.16.640(D)

64. Lighting from single family residences and infrastructure lighting shall be directed away from wetland buffers. WCC 16.16.640(D)
65. Areas of buffer reduction shall be planted with appropriate native vegetation to restore wetland buffer functions. A planting plan shall be approved by the Technical Administrator. WCC 16.16.640(D)

66. A pre-construction meeting for stream channel and riparian zone restoration shall occur between WDFW, critical areas staff, applicant and on-site hired stream restoration construction professionals. WCC 16.16.260

67. A final mitigation plan showing a single phase of construction and planting occurring in Phase I of the plat, that encompasses project through site prep, mitigation sequencing and the BMP for wildlife shall be approved by CA staff and WDFW prior to final approval of construction drawings. WCC 16.16.260

68. Gradient of stream channel sides shall not exceed 30%. 16.16.740(E)(5)

69. No vegetative clearing, fill or grade can occur on site until the surety bond has been submitted and approved by critical areas staff. WCC 16.16.260(D)

70. Critical Area signage and split rail fencing locations shall be proposed and approved prior to final approval of construction drawings. WCC 16.16.265

71. A separate Land Disturbance Permit for stream restoration construction shall be required. The stream restoration land disturbance permit shall not be issued until after final approval of construction drawings.

72. Agreement to maintain the mitigation area form shall be signed and submitted by responsible party. WCC 16.16.265

73. Fill and grade work in critical areas or their buffers will require a Clearing Land Disturbance Permit per WCC 20.80.734(4).

74. An amended plat drawing depicting conditions shall be submitted after the open public hearing.

75. A bridge shall be required as a road crossing in the stream and buffer, unless demonstrated to the satisfaction of the Technical Administrator not to be feasible during construction drawing review. The road crossing shall be shown on construction drawings. Alternatives to a bridge shall follow Washington Fish and Wildlife design standards for fish passage culverts. WCC 16.16.720(C)

76. Utilities shall be bored under the stream unless demonstrated to the satisfaction of the Technical Administrator not to be feasible during construction drawing review. WCC 16.16.720(J)
77. Utility easements on adjacent and off-site parcels necessary for required utility extensions, and on-site utility easements with critical area impacts not included in this approval, shall require critical areas review and mitigation for impacts to critical areas per WCC 16.16.260.

78. A revised mitigation planting plan, revised site plan and mitigation bond amount shall be submitted for review that addresses comments and concerns from WDFW dated December 7, 2015, and have the following script revisions as well:

- Page 1, Paragraph 2 – remove the sentence “A wetland determination report titled Hydrogeomorphic Report, Wetland Critical Areas was prepared by SNR Company in June 2012 and verified by Whatcom County. This statement is not true as the SNR report was never verified or approved.
- Remove all language regarding phasing of the stream restoration planting, as the stream shall be restored in one segment as requested by WDFW in comments received on December 7, 2015 and discussed in the field on October 23, 2015.
- Show 35’ reduced stream buffer and native vegetation plantings to mitigate reduced buffer.
- Stream channel shall have a radius connection at the western parcel boundary.

Health Department
79. The applicant shall comply with the conditions of the Whatcom County Health Department in the memo dated December 18, 2015 unless modified by the Health Department or appealed to the appropriate agency.

80. Off-site easements must be established and adequate building envelopes must be demonstrated for proposed lots that are encumbered by water or sewer easements prior to Phase 1 construction drawing approval.

81. Off-site water and sewer extension must be completed during Phase 1.

82. Prior to final approval, the applicant must provide proof that water and sewer infrastructure serving each lot has been installed, and that it has been inspected and approved by the Birch Bay Water & Sewer District. At the commencement of each phase, the applicant must provide proof that water and sewer infrastructure for the previously completed phase was installed and approved by Birch Bay Water & Sewer District.

DATED this 9th day of February 2016.

Michael Bobbink, Hearing Examiner
I. SUMMARY OF APPLICATION AND RECOMMENDATIONS

Summary: The project consists of 145 single family residential lots on approximately 38 acres in the URM6 zone in the Birch Bay Urban Growth Area.

Recommendation: The Technical Review Committee recommends approval of the requested subdivision, subject to conditions.

II. PRELIMINARY INFORMATION

A. BACKGROUND INFORMATION

Applicant: Whisper Lake Developments, Inc.
6472 Marine Drive
Burnaby, BC V3N 2Y3

Surveyor/Engineer: Nathan Row
Associated Project Consultants, Inc.
1401 Astor Street
Bellingham, WA 98225

Site
Location/Address: 7495 Blaine Road, Blaine WA

Legal Description: The Northeast quarter of the southeast quarter of Section 31, Township 40 North, Range 1 East of W.M.

Assessor’s Parcel Number: 400131 466205

Zoning: URM6

* staff report revised to reflect changes made at the open record public hearing held January 27, 2016.
Comprehensive Plan: Birch Bay Urban Growth Area (UGA)

Subarea: Birch Bay

Number of Lots: 145

Total Acreage: Approximately 38 acres

Roads: Public Roads

Water Supply: Birch Bay Water and Sewer District

Sewage Disposal: Birch Bay Water and Sewer District

Fire Protection: North Whatcom Fire and Rescue

Law Enforcement: Whatcom County Sheriff’s Office

Public Schools: Blaine School District

Topography: The site is described as mostly flat with very little slope.

Vegetation: Vegetation consists of pasture grasses with areas of shrubs and trees.

Adjacent Land Uses: North: Vacant
East: Vacant
South: Single family residential
West: Bay Horizon Park and single family residential

Utilities Easements: Necessary utility easements will be established prior to recording the final plat.

Variance: No variances requested

SEPA Review: Mitigated Determination of Non-Significance was issued on November 24, 2014
B. AUTHORIZING ORDINANCES:

1. Revised Code of Washington Chapter 58.17
2. Whatcom County Comprehensive Land Use Plan.
3. Whatcom County Code Chapter 12.08, Development Standards
4. Whatcom County Code Chapter 15, Building Code
5. State Environmental Policy Act (SEPA). Washington Administrative Code Chapter 197-11, Whatcom County Environmental Policy Administration Chapter 16.08
6. Whatcom County Code Chapter 16.16, Critical Areas
7. Whatcom County Code Title 20, Official Whatcom County Zoning Ordinance
8. Whatcom County Code Title 21, Subdivision Regulations
9. Whatcom County Code Title 24, Health Regulations

III. PROJECT PROPOSAL

As shown on the plans dated on May 15, 2015 (Whisper Lake Long Plat, Sheets 1-14, Attachment A) the Whisper Lake Long Subdivision and Planned Unit Development proposal includes 145 single family residential lots on approximately 38 acres in the URM6 zone. The lots range in size from 5,000 square feet to 12,500 square feet. The property is located southwest of the intersection of Alderson and Blaine Roads.

The development is proposed to be built in nine phases over a ten year period. The existing stream corridor is proposed to be restored by meandering the stream and providing buffer plantings. Access to the development will include two road intersections with Blaine Road and an internal access road over the restored stream. A playground and trail system linking the development with nearby Bay Horizon Park will also be incorporated into the development. Water and sewer will be provided by Birch Bay Water and Sewer District.

IV. SITE DESCRIPTION

The project area consists of one approximately 38 acre parcel bordered on the east side by Blaine Road. A one acre parcel is excepted out of the parent parcel and is located in the center of the property on the eastern border.

The site has been historically used for farming and is now characterized by mostly low grass and shrubs. Wetlands exist to the north and west of the property. A stream also runs east to west through the property.

Property to the north is zoned URM24 and is characterized by large undeveloped parcels. Parcels to the south and east are zoned R10A and are also undeveloped. The property to the west is zoned URM6 and is the location of Bay Horizon Park.
V. PUBLIC NOTICE AND COMMENT

Requirements for public notice are contained in WCC 2.33.

**Notice of Application:** The Notice of Application for this proposal was published on November 4, 2009. Notice was also mailed to property owners within 300 feet of the site.

**Public Input:** During the public comment period for the Notice of Application the County received three written comments (Attachment B). A summary and response of the comments is below:

November 4, 2009 – SEPA comment from Jeff Kamps, Fish Habitat Biologist This comment is attached, and summarized below:

1. Stream channel in center of parcel has been modified to the point that the original channel is no longer present. The original channel was originally present on the west side of Blaine Road, adjacent to the parcel of application and routed through the eastern road side ditch. The stream then passes through an undersized culvert which represents a barrier to fish migration.

2. The stream channel should be reconstructed near its historic location between the existing but currently useless Blaine Road crossing in the northeast corner of the parcel and field road, just west of the adjacent home site where the existing channel passes through a small culvert. By removing the small culvert the crossing would need to be removed and the channel re-shaped to form the confluence and provide adequate capacity.

3. The existing stream channel to the south would be required to remain in place and be protected to maintain drainage of wetland to the east of Blaine Road.

4. The second channel on the western and southwestern border of the property was examined by WDFW. They concluded that it is not a water of the state as storm water runoff is the main water source to these features.

**Staff Response:**

*Staff concurs with the phasing of the project and design considerations. WDFW comments are addressed in recommended condition 8 and condition 12 [of the Natural Resource Staff Assessment Staff Report, Attachment H]. Staff concurs replacement of the culvert under Blaine Road would enhance fish passage and would be an appropriate condition of a WDFW hydraulic project approval (HPA).*

*ReSources for Sustainable Communities*

December 3, 2009 – comment from Wendy Steffensen, North Sound Baykeeper. This comment is attached, and summarized below:

The commenter was concerned with the conclusions of the Wetland delineation and Stormwater Design Report as the site drains to Terrell Creek. They requested wet
weather monitoring with piezometers be required as suggested in the AJ Bredbreg wetland delineation and in the Stormwater Design Report for Whisper Lake Subdivision (October 22, 2009). In addition, there concerns addressed more information required to understand historic processes and land alterations from past farming practices.

Staff Response:

*The large drainage feature in aerial photos is a road and temporary storm pond constructed to receive fill from offsite which did not occur. Past use and historic processes were considered during mitigation approval for offsite wetland. The channelized historic stream channel and riparian area will be restored by vegetative plantings and reestablishing sinuosity. The stream will receive a buffer as specified in the WCC 16.16. As discussed in the code finding section wetland presence was determined to be inconclusive and the project approved to proceed, no further hydrology study warranted after this determination.*

Counsel to Whatcom County Fire District No. 21 submitted a letter requesting PDS consider the lack of existing urban levels of fire protection and emergency medical services and include mitigation within the SEPA review.

*The applicant has recorded a voluntary agreement for future payment of fees. A condition was added through the SEPA MDNS process and carried forward to this staff report.*

Notice of SEPA Threshold Determination: The SEPA Mitigated Determination of Non-significance (MDNS) for this project was issued on November 24, 2014. The notice was also sent to state and local agencies, and interested parties for the project. There was no appeal of the MDNS.

Notice of Public Hearing: The Notice of Public Hearing for this project was posted on the site and the notice was included in a one-time newspaper publication.

**VI. STATE ENVIRONMENTAL POLICY ACT (SEPA)**

The State Environmental Policy Act (SEPA) requires applicants to disclose potential impacts to the environment as a result of their project. The Environmental Checklist submitted by the applicant adequately discloses anticipated environmental impacts as a result of this project.

A SEPA Mitigated Determination of Non-Significance (MDNS) was issued on November 24, 2014 (Attachment C) with the following conditions:

**Traffic Concurrency**

Whatcom County Code 20.78.010 requires the county ensure adequate transportation facilities are available or provided concurrent with development. Whatcom County Public Works – Engineering Division identified impacts to Birch Bay Lynden/Blaine Road and Vista Drive/Grandview Road intersections. The following condition was required through SEPA to mitigate for those impacts:
The Gibson Traffic Impact Analysis, dated Oct. 22, 2009, has calculated the impact this development has on the offsite transportation system. The analysis has identified the following two impacted intersections: Birch Bay Lynden/Blaine Rd. and Vista/Grandview Rd. intersections. Traffic impact mitigation in the amount of $186,300.00 is proposed for these two intersections. The mitigation payment amount to be based on the number of lots created with each phase. The "Voluntary Agreement for Future Payment of Mitigation Funds in Lieu of Mitigation Actions, per RCW 82.02.020" may be used as the vehicle for mitigation payment.

Fire Concurrency

Whatcom County Code 20.80.212 requires that a written finding be made that providers of fire protection serving the development issue a letter that adequate capacity exists or arrangements have been made to provide adequate services for the development. With the adoption of Ordinance No. 2009-071 the Whatcom County Comprehensive Plan officially incorporates the Whatcom County Fire District #21 Capital Facilities Plan and associated fee schedule.

Fire District #21 has provided notice to Whatcom County that, without additional revenue sources for the mitigation, the proposal is likely to have potentially significant adverse environmental impacts with regard to the provision of fire protection and emergency response services either to the proposed site or to other sites in the area as a result of the new proposal.

The Whatcom County SEPA Official has determined that the following condition is required to mitigate those impacts:

At the time of application for any building permits as contemplated by this proposal, the Applicant shall comply with the requirements of the Mitigation Agreement Regarding Fire Protection and Emergency Response Service Capital Facility Charge dated November 4, 2014 and recorded under Whatcom County Auditor File No. 2141100193 including, but not limited to, payment of the Mitigation Fee as defined in that agreement.

The above note is included as a recommended condition of approval and be placed on the face of the plat.

VII. FINDINGS OF FACT and CONSISTENCY WITH REGULATIONS

A. Roads and Bridges (WCC Chapter 12.08)

WCC Chapter 12.08 adopts and gives authorization for development standards for development within Whatcom County. Whatcom County shall establish uniform, comprehensive and distinct requirements which shall be applied to all developments. These requirements shall be established as "Whatcom County development standards" and shall exist to provide clear development guidelines for all construction activity within the county. These standards shall establish administrative and technical requirements for the implementation of land use
regulations and shall provide the basis by which developments are evaluated to ensure compliance with county regulations.

Engineering Services reviewed the proposal and submitted a memo dated November 3, 2015 (Attachment D) with the following discussion:

The applicant is proposing the formal subdivision and Planned Unit Development of the Plat of Whisper Lake. The proposal is for a nine phase development of 145 single-family residential lots on approximately 38.3 acres in the unincorporated Birch Bay community of Whatcom County. It will contain two access points onto Blaine Road, SR-548, approximately ¼ mile south of Anderson Road.

The primary documents utilized in making these recommendations were the following:

- **Hydrogeomorphic Report, NOAR Follow Up for Whisper Lake Developments, Inc.**, SNR Company, January 22, 2013. [Attachment H]

**Regulations and findings of fact**

1. WCDS Ch.5 Road Standards -- Special District Road Widths, grants the County Engineer discretion to review developer proposed Low Impact Drainage (LID) alternatives to standard road design in order to reduce the impacts of stormwater runoff.

   **Chapter 5, Road Standards**
   
   **505 Road Types and Geometrics**

   "U. Special District Road Widths"

   In recognition of the need to reduce stormwater runoff by limiting new impervious area in the locations designated special districts, developers shall work with design professionals to reduce stormwater runoff by presenting low impact alternatives to the standard road design.
Drawings 505.U-1 to 505.U-5 show recommendations for road widths based on users in the areas designated special districts.

The county engineer shall review low-impact alternatives to the standard road design by evaluating the number of users, terrain, land use, geometry, parking, emergency vehicle access, and other factors as warranted to reduce stormwater runoff in the special district areas."

The applicant has proposed an acceptable modification to the special district standards.

2. Project lies within the boundaries of the Birch Bay Watershed and Aquatic Resources Management District (BBWAR) and is subject to all requirements thereof.

3. The Birch Bay Watershed is a designated “Stormwater Special District”, therefore, WCSD STORMWATER SPECIAL DISTRICT STANDARDS, Chapter 2 Section 221 and Standard Drawings 505.U-1 through 505.U-5 shall apply to this project.

4. Based on the project vesting date, the Washington State Department of Ecology, Stormwater Management Manual for Western Washington (SMMWW), 2005, shall apply, except as provided for in WCC 21.05.039(3).


Finding: The Technical Review Committee has determined that, with recommended conditions, the project meets the requirements of WCC Chapter 12.08.

B. Building and Fire Code (WCC Title 15)

WCC Title 15 adopts and amends the applicable building and fire codes. The Building Official is authorized to promulgate such rules, policies and/or procedures as deemed necessary for the efficient operation of the permit process as administered by the department of building safety, designated in IBC Section 103.1, and hereby referred to as the building services division of the Whatcom County Planning and Development Services Department.

WCC Title 15 adopts and amends the applicable fire codes. The Fire Marshal is authorized to promulgate such rules, policies and/or procedures as deemed necessary for safety, designated in IBC Section 103.1, and hereby referred to as the Office of the Fire Marshal.

**Finding:** The Technical Review Committee has determined that, with recommended conditions, the project meets the requirements of WCC Title 15.

### C. Critical Areas (Title 16)

#### Wetlands (Article 6)

WCC Chapter 16.16 of the Whatcom County Code contains standards, guidelines, criteria and requirements intended to identify, analyze, preserve and mitigate potential impacts to the County’s critical areas and to enhance and restore degraded resources such as wetlands, riparian stream corridors or habitat, where possible.

A critical areas technical administrator and the natural resource supervisor reviewed the proposal and submitted a Natural Resource Assessment Staff Report with Conditional Recommendations of Approval on January 11, 2016 (Attachment H).

The staff report includes detailed information regarding Washington State Fish and Wildlife (WDFW) review, critical areas documents submitted, office reviews and determinations, site visits and meetings with applicants. The staff report also includes the following findings regarding Article 6, Title 16.

The following critical areas are known to be present on-site:

- Historical Fish bearing stream with a 100 foot critical areas buffer in the center of the parcel
- Off-site wetland buffers encroach onto the property on the entire western parcel boundary from APN 400131335265 and from the parcel adjacent to the north of the northwestern corner of the parcel (APN 400131414333).
- Historical Fish bearing stream and associated 100 buffer (per WCC 16.16.740(B)(2)) that runs along the western parcel boundaries and continues north towards Alderson Road. This stream has been verified to continue off site on parcels APN 400131414333, 400131480303 and 400131455365.
- Non fish bearing ephemeral stream along southern parcel boundary.

#### WCC 16.16.210 Applicability and severability

No development shall be constructed, located, extended, modified, converted, or altered, or land subdivided without full compliance with this chapter.

The proposal will subdivide a 38 acre parcel into 145 single family residential lots. The proposed action requires critical area review.

#### WCC 16.16.250(C) Submittal requirements and critical areas review process
(1) Initial Determination. Upon receipt of a permit application, the technical administrator shall use best available science, including but not limited to the county’s critical areas maps, his/her field investigation results, his/her own knowledge of the site, information from appropriate resource agencies, or documentation from a scientific or other credible source to determine if the project is more probably than not located within a critical area or its buffer. The technical administrator may request that the applicant submit a critical area identification form provided by the county to assist in the initial determination.

The Technical Administrator using county information determined the subject property is more probable than not located within or within the buffers of two critical areas; wetlands and habitat conservation areas.

(3) Need for Additional Assessment. If the proposed activity does not meet the criteria of subsection (C)(2) of this section and would more probably than not affect a critical area or buffer, the technical administrator shall require confirmation of the presence or absence of critical areas through site inspection by a qualified professional or other appropriate means consistent with best available science, and shall notify the applicant in writing of the need to prepare a critical areas assessment report.

The Technical Administrator determined the need for an assessment to be conducted by a qualified professional. The applicant submitted a critical areas report from a consultant on the County’s Qualified Professional List as required by 16.16.255(A).

(4) Decision to Approve, Condition or Deny. The technical administrator shall review all pertinent information pertaining to the proposed development and shall approve, condition, or deny the permit based on their review. Such determinations shall be provided to the applicant in writing.

Whatcom County Staff in a meeting with the applicant on March 21, 2013 to review submitted documents, request for more information, and Technical Administrator site visits conclude the presence of wetlands was inconclusive, based on the information in the administrative record and the project is approved with conditions to move forward. Preliminary approval with conditions was provide by Technical Administredated April 4, 2013, Attachment 2.

WCC 16.16.255 Critical areas assessment reports

(E) The technical administrator may reject or request revision of the field and literature findings and conclusions reached in a critical areas assessment report when the technical administrator can demonstrate that the assessment is inaccurate, incomplete, or does not fully address the critical areas impacts involved.

The Technical Administrator determined the report October 15, 2009 was inaccurate and incomplete and requested more information and a jurisdictional
determination by Army Corps of Engineers in a letter dated June 3, 2010. Applicant submitted several reports and letters to address deficiencies for wetland determination. The submitted material was found not to meet Whatcom County codified standards this is discussed in the Memorandum from Ryan Ericson and Erin Page to Amy Keenan dated December 23, 2015. In a memorandum dated April 11, 2013 only offsite wetlands and buffers and stream determinations were approved.

**WCC 16.16.245 Interdisciplinary team**

The technical administrator may call upon outside expertise including an interdisciplinary team if the technical administrator determines that additional technical assistance is required to assess a critical areas development proposal or ensure the application of best available science.

*The Technical Administrator determined the need for joint site visit with Department of Ecology and a jurisdictional wetland determination from Army Corps of Engineers in a letter to Applicant dated June 03, 2010. The joint visit was pursued but not completed. Preliminary approval with conditions was granted without conclusive determination of presence or non-presence of wetlands on the subject parcel.*

**WCC 16.16.225 (5) Regulated activities**

Alteration is associated with an exempt activity under WCC 16.16.230, or is allowed pursuant to the notification provisions of WCC 16.16.235, or is allowed pursuant to the specific regulatory standards for each designated critical area, as enumerated in the subsequent articles of this chapter

*There are specific standards in WCC 16.16.640 for reduction of standard wetland buffers and WCC 16.16.740(D) for reduction of standard Habitat Conservation Area Buffers.*

**Offsite Wetland Buffer Reduction**

**WCC 16.16.640 Standards – Wetland buffer reduction**

The technical administrator shall have the authority to reduce the standard buffer widths identified in WCC 16.16.630; provided, that the general standards for avoidance and minimization

(A) The buffer reduction shall not adversely affect the functions and values of the adjacent wetlands;

*The existing on-site wetland buffers are herbaceous, the areas will be fully restored with appropriate wetland vegetation providing and ecological lift. The proposed project will be conditioned to include measures to reduce adverse impacts to wetlands in 16.16.640 (D).*
C. The buffer of a Category III or IV wetland shall not be reduced to less than 50 percent of the required buffer, or 25 feet, whichever is greater;

Offsite wetlands were previously delineated and rated as Category III wetlands. The required buffer is 80' feet plus a ten (10') foot building setback. The proposal will reduce the buffer to 40' which is 50% of the standard buffer, plus a ten (10') foot building setback.

Habitat Conservation Area Buffer Averaging

WCC 16.16.740 E. The technical administrator shall have the authority to average buffer widths on a case-by-case basis; provided, that the general standards for avoidance and minimization shall apply.

The proposal met the mitigation sequence in 16.16.260 in avoiding development in approved averaged areas. The impact of a require road crossing was mitigated to the satisfaction of the Technical Administrator.

(1) The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer and all increases in buffer dimension are parallel to the habitat conservation area.

The proposed buffer averaging increased the total buffer area by 1.03 acres. The buffer averaging is part of larger mitigation plan for stream channel and riparian restoration. The project provides an ecological lift.

(2) The buffer averaging does not reduce the functions or values of the habitat conservation area or riparian habitat, or the buffer averaging, in conjunction with vegetation enhancement, increases the habitat function.

The proposed averaged stream buffer area will be replanted to achieve a full riparian function. Currently prairie grass grows to the edge of the modified ditch.

(3) The buffer averaging is necessary due to site constraints caused by existing physical characteristics such as slope, soils, or vegetation.

The subject parcel is within the Birch Bay urban growth area. A stream traverses the entire property from east to west. The west edge of the parcel is constrained by wetland buffers. To comply with the Whatcom County Comprehensive Plan policy to direct growth into urban growth areas the stream buffer was averaged to accommodate the allowed density of the parcel.

4. The buffer width is not reduced to less than 75 percent of the standard width as defined in subsection C of this section.
The standard buffer for stream is 100 feet with a ten (10') foot building set back. The proposed project buffer average narrowest width is greater than 85 feet. A 75% reduction would 75' feet with a ten (10') foot building set back.

5. The slopes adjacent to the habitat conservation area within the buffer area are stable and the gradient does not exceed 30 percent.

The stream channel restoration has not been designed. Gradient will be reviewed during construction drawings. The design will be conditioned to ensure the gradient does not exceed 30%.

Mitigation

WCC 16.16.260(A) Mitigation Sequence

Avoid – The project met the requirements for wetland buffer reduction and stream buffer width averaging. The proposed development is outside of the approved buffer width alterations, except for a road crossing connecting the development phases for fire access.

Minimize – The road crossing will be the minimum necessary to meet Whatcom County Development Standard. The proposal will use best management practices for construction activities. Low impact development is required when feasible.

Rectify – A contingency plan will be required if temporary disturbance of a critical area occurs during construction activities

Reduce – A maintenance agreement will be required to for the stream channel and Riparian Zone restoration.

Compensate – To meet mitigation for reduction of offsite wetland buffers a stream channel and riparian zone restoration plan has been approved. The approved mitigation provides an ecological lift over existing conditions.

WCC 16.16.260(B) Mitigation Plan

A mitigation plan dated Revised January 21, 2014 was received on February 14, 2014 and approved on March 31, 2014.

WCC 16.16.260(C) Mitigation Monitoring and Maintenance

The approved mitigation plan outlines the monitoring, goals, performance standards, and contingency plan for the vegetation mitigation measures. An agreement to maintain the mitigation areas is required. Covenants are required to maintain mitigation areas in perpetuity.
WCC 16.16.260(D) Mitigation Assurance

The applicant is required to post a 125% surety bond to cover plantings, installation, stream channel restoration design and construction, monitoring and maintenance, and contingency for mitigation measures. To ensure successful mitigation completion a pre-construction meeting is required between applicant, engineers, and other consultants or contractors.

WCC 16.16.265 Critical areas protective measures

The proposal has been conditioned for an agreement to maintain the mitigation area, split railing fencing, and signage.

Habitat Conservation Area Buffer Reduction

WCC 16.16.740 D. The technical administrator shall have the authority to reduce buffer widths on a case-by-case basis; provided, that the general standards for avoidance and minimization per WCC 16.16.260(A)(1)(a) and (b) shall apply.

The reduced buffer applies to the ephemeral stream on the southern boundary. The proposal met the mitigation sequence in 16.16.260 in avoiding development in approved reduced areas. Mitigation sequence is discussed in mitigation subsection.

1. The buffer reduction shall not adversely affect the habitat functions and values of the adjacent habitat conservation area or other critical area.

   The proposed reduced stream buffer area will be replanted to achieve a full riparian function. Currently prairie grass grows to the edge of the modified ditch with a small assemblage of riparian vegetation at the southwest corner of the parcel.

2. The buffer shall not be reduced to less than 75 percent of the standard buffer as defined in subsection C of this section.

   There is an existing 25’ foot landscape buffer required by zoning regulations. Ten feet (10’) of additional planting area will be required for the reduced buffer for a total of 35 feet.

3. The slopes adjacent to the habitat conservation area within the buffer area are stable and the gradient does not exceed 30 percent.

   The stream channel restoration has not been designed. Gradient will be reviewed during mitigation plan. If required, the design will be conditioned to ensure the gradient does not exceed 30%.

WCC 16.16.260(A) Mitigation Sequence

Avoid – The project met the requirements for wetland buffer reduction, stream buffer reduction (southern ephemeral stream) and stream buffer width averaging (central stream channel). The proposed development is outside of the approved
buffer width alterations, except for a road crossing connecting the development phases for fire access.

Minimize – The road crossing will be the minimum necessary to meet Whatcom County Development Standard. The proposal will use best management practices for construction activities. Low impact development is required when feasible.

Rectify – A contingency plan will be required if temporary disturbance of a critical area occurs during construction activities

Reduce – A maintenance agreement will be required to for the stream channel and Riparian Zone restoration.

Compensate – To meet mitigation for reduction of offsite wetland buffers a stream channel and riparian zone restoration plan has been approved. The approved mitigation provides an ecological lift over existing conditions.

WCC 16.16.260(B) Mitigation Plan
A mitigation plan dated Revised January 21, 2014 was received on February 14, 2014 and approved on March 31, 2014. An amended mitigation plan will be required to capture reduced stream buffer plantings.

Conclusion
The proposed 145-lot single-family residential subdivision has been reviewed for conformance with WCC 16.16 Critical Areas. The proposal reduced the offsite wetland buffers to 50% of the standard wetland buffer in accordance with 16.16.640(D). The proposal averaged the habitat conservation buffer in accordance with 16.16.740(E). The applicant submitted a mitigation plan for the reduced wetland buffer and enhanced stream buffer planting area. If the mitigation measures discussed in the approved mitigation plan are fully implemented and full compliance with recommend conditions of approval the proposed subdivision is in conformance with WCC 16.16 critical areas.

Finding: The Technical Review Committee has determined that, with recommended conditions, the project meets the requirements of WCC Chapter 16.16.

D. Urban Residential Medium Density (URM) District (WCC Chapter 20.22)
The project site is zoned Urban Residential Medium Density (URM) district. WCC Chapter 20.22 outlines the land use controls for development within the URM zone.

The Maximum Density and Minimum Lot Size Chart, WCC Section 20.22.252, establishes the basic density and lot size requirements for residential development in the URM6 zone. The requirements for the URM6 zoning district for conventional subdivisions with water and sewer and stormwater facilities are listed in the table
below.

**WCC 20.22.252 Maximum/minimum density and minimum lot size**

<table>
<thead>
<tr>
<th>District</th>
<th>Gross Density</th>
<th>Minimum Lot Size – Conventional</th>
<th>Minimum Lot Size – Cluster</th>
<th>Maximum Lot Size of Clustered Lots</th>
<th>Minimum Reserve Area (Cluster Divisions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>URM-6: with public sewer and water, and stormwater collection and detention facilities</td>
<td>Maximum density: 6 dwelling units/acre</td>
<td>7,200 sq. ft.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The site is approximately 38 acres with a density of six units per acre. The applicant is proposing 145 residential lots. The maximum density (six units per acre) is 228 lots. The proposal is consistent with the maximum density requirements of WCC 20.22.252.

The proposed lots will be between 5,000 and 12,500 square feet in size which is less than the requirements of WCC 20.22.252. The applicant has applied for a planned unit development (PUD) to vary from the minimum lot size requirements.

WCC Section 20.20.255 outlines the width at street line, width at building line and minimum mean depth requirements for conventional lots within the URM district.

**WCC 20.22.254 Minimum lot width and depth.**

<table>
<thead>
<tr>
<th>District</th>
<th>Width at Street Line – Conventional</th>
<th>Width at Street Line – Cluster</th>
<th>Width at Bldg. Line</th>
<th>Minimum Mean Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>URM: with public sewer and water and transferable development rights (TDRs)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The proposed development includes public sewer and water. The applicant is not utilizing transferable development rights (TDRs). There are no minimum lot width or minimum mean depth requirements.

**WCC 20.22.350 Building setbacks.** Building setbacks shall be administered pursuant to WCC 20.80.200 (Setback Requirements).

<table>
<thead>
<tr>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 ft.</td>
<td>5 ft.</td>
<td>5 ft.</td>
</tr>
</tbody>
</table>

The proposed development has requested a PUD and pursuant to WCC
20.85.109(1) the minimum lot width and yard requirements may be waived. The applicant has requested the following setbacks as shown on the Typical Lot Example Plan dated November 15, 2013 (Attachment I):

<table>
<thead>
<tr>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
<th>Corner Lots</th>
</tr>
</thead>
<tbody>
<tr>
<td>House</td>
<td>Garage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 ft.</td>
<td>20 ft.</td>
<td>5 ft.</td>
<td>15 ft. front yard on both sides</td>
</tr>
</tbody>
</table>

*Rear yard setbacks on lots 1-18 and 62-84 shall be increased to 25 feet.

The setbacks stated above will govern the proposed development through construction of all single family residences. Rear yard setbacks for Lots 1-18 and 62-84 shall be increased to 25 feet in accordance with WCC 20.85.104. As recommended, a note will be included on the face of the plat detailing the setback alterations.

WCC 20.22.400 Height regulations.
Maximum height shall be limited to 45 feet. Height of structures shall also conform, where applicable, to the general requirements of WCC 20.80.675.

The building height of individual buildings will be determined at the time of building permit review.

WCC 20.20.450 Lot coverage.
No structure or combination of structures, including accessory buildings, shall occupy or cover more than 2,500 square feet or 35 percent, whichever is greater of the total area.

WCC 20.97.217 Lot coverage.
"Lot coverage" means the percent of a lot or parcel which is, or will be, covered by all structures located thereon. Coverage is determined by measuring areas covered by a weather tight roof. For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used to compute lot coverage.

Lot coverage, pursuant to WCC 20.97.217, shall be determined at the time of building permit review. In no case, shall the structures occupy more than 2,500 square feet or 35 percent of the total lot area, whichever is greater. Because of lot size, most of the lots will be allowed nor more than 2,500 square feet of lot coverage.

WCC 20.22.653 Parking requirements.

(2) Parking shall conform to the requirements of WCC 20.80.500. However, recreation vehicles, and boat parking and storage shall be limited to side and rear yard areas.
As noted on the Whisper Lake Long Plat, Streets and Phasing Plan (Sheet 3) the applicant has proposed a total of 363 parking spaces for the development. Each lot will contain two (2) parking spaces for a total of 290 off-street parking spaces and there will be 73 on-street parking spaces located throughout the development as additional parking spaces. All parking spaces must be at least 10 feet wide by 20 feet in length.

The applicant shall provide the final on street parking proposal at the time of construction drawing approval. The additional on-street parking spaces shall be included throughout all nine phases as a portion of the total 363 parking spaces.

WCC 20.22.654 Sidewalks.

(2) Sidewalks shall be installed pursuant to the requirements of the county engineer. Sidewalks will be installed on one side of the road for the development as depicted in the modified street section (Whatcom County Development Standards 505.U-4) shown on Whisper Lake Long Plat, Streets and Phasing Plan (Sheet 3).

WCC 20.22.655 Drainage.

(2) All development activity within Whatcom County shall be subject to the stormwater management provisions of the Whatcom County Development Standards unless specifically exempted.
(3) No project permit shall be issued prior to meeting submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.

All development shall meet the requirements of the Whatcom County Development Standards.

WCC 20.22.656 Driveways.

(2) Consistent with WCC 20.80.640, driveway plans shall be reviewed by the county engineer or State Department of Transportation.

WCC 20.80.640 Driveways. A permit shall be obtained from the county engineer or State Department of Transportation, as appropriate, prior to the construction of any driveways on a public right-of-way. The location of driveways adjacent to a property line functioning as one point of ingress and egress to both properties shall be encouraged and shall be considered as one driveway. The location of driveways shall be in accordance with standards adopted by the county or State Department of Transportation as appropriate and approved by the county council. These standards shall regulate location, width and alignment as they relate to safety and traffic congestion.

All driveways shall be reviewed by the County Engineer prior to construction through construction drawing review and approval. To the extent possible joint driveways for adjacent parcels will be encouraged.
WCC 20.22.657 Access and roadways.

(2) Access shall conform to the provisions of WCC 20.80.565. Roadways shall be provided pursuant to the requirements of the county engineer.

The County Engineer shall approve the final drawings for roadway design. The applicant is proposing to use a modified WC505.U-4 as outlined in the Whatcom County Development Standards as shown on Whisper Lake Long Plat, Streets and Phasing Plan (Sheet 3) and discussed in Section IV.A.

WCC 20.22.658 Lighting.

(2) Outdoor lighting shall be provided to adequately illuminate on-site streets, parking and, where applicable, pedestrian walkways. Light shall comply with the requirements of the county engineer, and shall be sized and directed to avoid adverse impacts on adjacent properties.

The applicant shall provide an outdoor lighting plan as part of construction drawing approval.

WCC 20.20.662 Use of natural resources. All discretionary project permits for land on or within one-half mile of an area designated as Rural or within 300 feet of an area upon which farm operations are being conducted shall be subject to the right to farm, right to practice forestry and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

Rural (R10A) zoning is located south of the site. A right to farm disclosure on the final subdivision mylar is a recommended condition of approval.

Finding: The Technical Review Committee has determined that, with recommended conditions, the proposal meets the requirements of WCC 20.20.

E. Transportation Concurrency (WCC Chapter 20.78)

WCC Chapter 20.78 gives authority to ensure adequate transportation facilities are available or provided concurrent with development.

Whatcom County Public Works Department – Engineering Services issued a Preliminary Concurrency Determination on August 15, 2014 [Attachment J] based upon the engineered traffic study done by Gibson Traffic Consultants. A condition was added through the SEPA Mitigated Determination of Non-Significance.

Finding: The Technical Review Committee has determined the project is consistent with the requirements of WCC Chapter 20.78.
F. Concurrency (WCC Section 20.80.212)

WCC Section 20.80.212 states that no subdivision shall be approved without a written finding that:

1. All providers of water, sewage disposal, schools, and fire protection serving the development have issued a letter that adequate capacity exists or arrangements have been made to provide adequate services for the development.

2. No county facilities will be reduced below applicable levels of service as a result of the development.

**Water**

Water will be provided for to the site from the Birch Bay Water and Sewer District. For more analysis regarding water see Section VII.I. Section I Health Department of this report.

**Sewage Disposal**

Public sewer will be provided for the site from Birch Bay Water and Sewer District. For more analysis regarding sewage disposal see Section VII.I. Section I Health Department of this report.

With regard to schools and fire protection, RCW 82.02.050(b) states: “...To promote orderly growth and development by establishing standards by which counties, cities and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve the growth and development...”

No such ordinance is in place in Whatcom County, and RCW 82.02.020 is clear that the county has no authority to require such fees. However RCW 82.02.020 “…does not prohibit voluntary agreements with counties, cities, towns, or other municipal corporations that allow a payment in lieu of a dedication of land or to mitigate a direct impact that has been identified as a consequence of the proposed development, subdivision or plat.”

In addition, RCW 58.17.110 (2) requires that a proposed subdivision shall not be approved unless the city, town or county legislative body makes written findings that:

Appropriate provisions are made for the public health, safety, and general welfare and... schools and school grounds and all other relevant facts.

**Schools**

The applicant submitted a will-serve letter for this proposal dated September 24, 2009 from the Blaine School District and no mitigation was required. The school district received notice of the proposal and made no further comments.
**Fire Protection**
The proposal is within the service area for North Whatcom Fire and Rescue. The applicant has agreed to pay the District a mitigation fee pursuant to the District’s adopted Capital Facilities Plan.

On November 4, 2014 the applicant recorded a Mitigation Agreement Regarding Fire Protection and Emergency Response Service Capital Facility Charge (Attachment K) with the District under Auditor’s File Number (AFN) 2141100193. The District also requested the following condition to be added as a SEPA mitigating condition:

At the time of application for any building permits as contemplated by this proposal, the Applicant shall comply with the requirements of the Mitigation Agreement Regarding Fire Protection and Emergency Response Service Capital Facility Charge dated November 4, 2014 and recorded under Whatcom County Auditor File No. 2141100193 including, but not limited to, payment of the Mitigation Fee as defined in that agreement.

This condition was added to the MDNS issued on November 24, 2014. On October 22, 2014 the District supplied Whatcom County PDS with a Concurrency Letter which meets the requirements of WCC 20.80.212.

**Finding:** The Technical Review Committee has determined that, with recommended conditions, the project meets the requirements of WCC 20.80.212.

**G. Watersheds (WCC 20.80.636 and 20.80.735)**

Water Resource Protection Overlay areas are defined in WCC Chapter 20.71 and include the entire geographic area of the Lake Whatcom, Lake Samish, and Lake Padden watersheds within Whatcom County’s jurisdiction. These areas are also designated stormwater special districts pursuant to WCC 20.80.635 and water resource special management areas pursuant to WCC 20.80.735. The proposed short subdivision is located within the Birch Bay watershed and the following design standards apply.

Whatcom County Watersheds Office has reviewed the proposed subdivision and has submitted a memo dated December 30, 2015 (Attachment L) with the following comments:

The subject long subdivision is located within the Birch Bay watershed. As such, it is subject to the requirements of WCC 20.80.636 and WCC 20.80.735. These code citations list requirements for individual home construction. All stormwater requirements for the long subdivision will be the reviewed by The Whatcom County Public Works Department, Engineering Division. At the time of home construction, all homes will be required to be consistent with the approved Final Engineered Stormwater Design Report, as required in Condition #42 of the preliminary plat approval. Please refer to the Engineering Division comments for further information.

**Finding:** The Technical Review Committee has determined that the project meets the requirements of WCC 20.80.636 and 20.80.735.
H. Planned Unit Development (WCC 20.85)

WCC 20.85.010 Purpose.
It is the intent of this chapter to:

.011 Provide mutual benefits to the general public and project proponent by utilizing innovative and efficient land use and design by permitting greater flexibility in zoning requirements than is generally permitted by other chapters of this ordinance while providing the expeditious handling of projects.
.012 Encourage creative and coordinated site planning, the conservation of natural elements, features and energy, the use of mixed use developments, the use of new technologies and techniques, and the efficient layout of streets, utility networks and other public improvements.
.013 Encourage the creation of permanent open space, and the provisions of more usable and suitably located recreation facilities and other public and common facilities than would otherwise be provided under conventional land development procedures.
.014 Encourage development that provides a variety of living, working and recreational environments in a manner harmonious with surrounding on-site and off-site land use activities.
.015 Move toward the attainment of the goals and the implementation of the policies of the comprehensive land use plan.

As discussed below the proposed Planned Unit Development is consistent with the intent and purpose of the WCC 20.85.010.

WCC 20.85.020 Applicability.

This chapter is applicable in any zone district within an urban growth area and short-term planning area. The provisions of this chapter can be used for any residential, commercial and/or industrial project on property two acres or greater in size; provided, however, that residential PUDs are not permitted in the Cherry Point Industrial Urban Growth Area. Transfer of development rights shall be utilized within designated density transfer receiving areas as shown on the official Whatcom County zoning map to achieve the allowed maximum density prior to the utilization of the density bonus provisions of this chapter.

The proposed development is located within the Birch Bay UGA and is greater than two acres in size.

WCC 20.85.050 Permitted uses.

.051 Uses outright permitted in a planned unit development shall include permitted, accessory and conditional uses allowed in the underlying zone district(s) and such other uses as provided in WCC 20.85.052 to 20.85.055. For areas located within a Water Resource Protection Overlay District, the more restrictive use provisions of Chapter 20.71 WCC shall apply.

The proposed development will include single family residences and accessory uses. No other uses are proposed through this development.
WCC 20.85.100 Design and development standards.

WCC 20.85.101 Conformance.
All uses and development shall conform to all relevant requirements and standards of:

(1) The zone district(s) within which the planned unit development is located, except as may be modified by this chapter;
(2) The Uniform Building and Fire Codes;
(3) Chapter 12.08 WCC where it does not conflict with the standards and requirements of this chapter; and
(4) Other applicable official controls.

The proposed development is consistent with the URM zoning district except where modified through WCC 20.85. Construction and development will be consistent with the Uniform Building and Fire Codes. As discussed in Section IV.A., and as conditioned, the proposed development is consistent with Chapter 12.08.

WCC 20.85.102 General design criteria.

(1) Major and local streets, the location of all buildings, parking areas, pedestrian, bicycle and vehicular ways, and utility easements shall be designed to promote public safety, compatibility of uses, minimize conflict between uses, and reasonably maintain topography and other natural features.
(2) Single-family and multifamily detached structures shall be designed in such a way as to increase the pedestrian orientation of the streetscape and to decrease the automobile orientation from the streetscape.

The proposed development includes public roads with sidewalks on one side for pedestrian safety. The design also includes open space/trails within the southern portion of the development for pedestrian access through the development and connection with the proposed trail to Bay Horizon Park.

The garages are proposed to be located at least five (5) feet behind the residence which will create a streetscape with the residence will appear more dominant than the garage. On street parking will only be allowed on one side of the street and will not dominate the streetscape.

WCC 20.85.103 Resource lands.

Planned unit developments in the Forestry Zone District shall not use areas which can effectively on a commercial basis support or contribute to support productive forestry operations based on topographic, existing use and/or soils considerations.

The proposed development is not located within the Forestry zone.
WCC 20.85.104 Compatibility treatment.

(1) The design of a planned unit development shall take into account the relationship of the site to the surrounding areas and between differing uses on the site. The perimeter of the PUD and arrangement of uses on the site shall be designed to minimize adverse impacts between the project and adjacent land uses, and different types of potentially incompatible land uses. Compatibility factors include but are not necessarily limited to visual and audio intrusion and conspicuous visual barriers.

The proposed development is located within a largely undeveloped area within the Birch Bay UGA. The northern boundary contains no development and does contain wetlands that will likely impact development in the future. The northern lots are zoned Urban Residential Medium (URM24) and can be developed with up to 24 units per acre and commercial uses. A potential 50 foot right-of-way has been included within the development to help facilitate future development to the north.

Blaine Road is the eastern boundary of the property with the exception of a one acre lot located at 7459 Blaine Road. The lot contains a single family residence and is zoned R5A. The proposed development includes significant stream and habitat restoration around the existing lot. Residential and utility development to the north of the excepted lot will be at least 180 feet from the property line. Development will be approximately 75 feet from the southern property line. The area surrounding the exception will be placed in a tract or conservation easement restricting future development.

The property to the south is zoned Rural (R10A) and contains a single family residence. A 25 foot development buffer in the rear yard for properties on the southern property line is included as a recommended condition of approval. Development of residences and infrastructure will be at least 100 feet from the existing single family residence.

Bay Horizon Park is located adjacent to the western property line. Existing uses within the park are separated from the proposed project by at least 275 feet of wetland and stream buffer. The proposed development has incorporated a 40 foot wetland buffer on the western border of the property adjacent to the park.

With recommended conditions, design of the project and existing and potential uses adjacent to the site have are adequately buffered from the residential development and infrastructure.

(2) If existing topographical or other barriers within 10 feet of the perimeter of the development do not provide reasonable compatibility for existing uses adjacent to the development, one or all of the following requirements shall be imposed:

(a) Structures located on the perimeter of the development shall be set back in accordance with the front yard setback of the underlying zone.
(b) Structures located on the perimeter of the development shall be fenced, bermed and/or landscaped, except where such screens would inhibit the use of an existing or proposed solar energy system.
(c) Commercial, industrial or quasi-public structures which abut existing residential dwellings shall be located on the site or be designed in a manner, to the maximum degree possible, to protect the private areas of adjoining conforming residential properties from view and noise.

As discussed above, the applicant has proposed a 20 foot setback along the southern boundary. With no topographical or other barriers along the northern and southern borders a condition is recommended to require a 25 foot setback-buffer along the southern and northern boundaries of the plat for consistency with WCC 20.85.104(2)(a).

The applicant shall prepare a landscape plan to address WCC 20.85.104(2)(b). The applicant shall include the landscape plan with construction drawings. No additional buffering is necessary or required along the western and eastern boundaries.

(3) Buffering shall be provided between different types of land uses including parking areas (for example, between single-family and multiple-family residential, or residential and commercial) on the site perimeter or within the site where probable incompatibility based on congestion, noise, visual intrusion and hours of operation may exist.

Neighboring land uses are residential in nature or are adequately buffered as proposed and conditioned.

WCC 20.85.105 Buffering standards.

Where buffering is required by this chapter, the following factors will be considered in determining the adequacy of the type and extent of the buffer:

(1) The purpose of the buffer, for example, to decrease noise levels, absorb air pollution, filter dust or to provide a visual barrier.
(2) The size of the buffer needed in terms of width and height to achieve the purpose.
(3) The location of the buffer.

The buffer is required to screen residential development from adjacent properties and provide a visual buffer. It is recommended that the buffer be no less than 25 feet and be applicable on the northern and southern boundaries of the property. The buffer shall be placed on the face of the plat and the purpose and maintenance shall be included in the codes, covenants and restrictions.

WCC 20.85.106 Facility design.

The facility design requirements of WCC 20.22.651 shall be met.

WCC 20.85.107 Common open space.

No open area may be accepted as common open space within a planned unit development, unless it meets the following requirements:
(1) The common open space is for amenity or recreational purposes, and the size and uses authorized are appropriate to the scale and the character of the planned unit development, considering its size, density, expected population or employees, topography, and the number and type of dwellings provided.

(2) Common open space will be suitably landscaped for its intended use, except that common open space containing natural features worthy of preservation may be left unimproved. Any buildings, structures and improvements to be permitted in the common open space are those appropriate to the uses which are authorized for the common open space.

(3) Common open space shall be maintained through one of the following methods:

(a) An association of owners shall be formed and continued for the purpose of maintaining the common open space. The association shall be created as an association of owners under the laws of the state and shall adopt and propose articles of incorporation or association and bylaws, and adopt and approve a declaration of covenants and restrictions on the common open space that is acceptable to the land use division of planning and development services upon consultation with the prosecuting attorney, in providing for the continuing care of the space. No common open space may be put to a use not specified in the final development plan unless the final development plan is first amended to permit the use. No change of use may be considered as a waiver of any covenants limiting the use of common open space areas, and all rights to enhance these covenants against any use permitted are expressly reserved; or

(b) A public agency which agrees to maintain the common open space and any buildings, structures, or other improvements which have been placed on it.

WCC 20.22 does not require open spaces for single family residential developments, however, the purpose of a Planned Unit Development (PUD) is to encourage the conservation of natural elements the creation of permanent open space. The applicant has proposed several open space tracts both for conservation of wetlands and streams and also for recreation.

Open space/trails are included within the design of the proposal and additional open space tracts are proposed. The applicant is also providing a 9,000 square foot tract for playground purposes and a trail to the adjacent public park. Approximately 11.59 acres (or 30 percent) of the site will be in open space, including the stream buffer, off-site wetland buffer and other open space areas.

WCC 20.85.108 Density increases.

(1) The county may approve an increase of dwelling unit density for residential development, or floor area for commercial and industrial activities of not more than 35 percent greater than that permitted by the underlying zone rounded to the nearest whole number.

The applicant is not proposing to increase the density.

WCC 20.85.109 Lot sizes, building spacing and height, improvement coverage, and yard requirements.

(1) The minimum lot size, lot width and yard requirements of the underlying zone district may be waived provided the project meets the design standards of this section.
The applicant is proposing to reduce the minimum lot size from 7,200 square feet to no less than 5,000 square feet. The minimum lot width requirements are not proposed to be reduced. The applicant is proposing the following setback reductions:

<table>
<thead>
<tr>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
<th>Corner Lots</th>
</tr>
</thead>
<tbody>
<tr>
<td>House</td>
<td>Garage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 ft.</td>
<td>20 ft.</td>
<td>5 ft.</td>
<td>5 ft. *</td>
</tr>
</tbody>
</table>

*Rear yard setbacks on lots 1-18 and 622-84 shall be increased to 25 feet.

As discussed in this section and conditioned, with recommended conditions the proposed development is consistent with the design standards.

(2) Building Spacing and Setbacks. The spacing between main buildings shall be at least equivalent to the spacing which would be required between buildings similarly developed on separate parcels conforming to the underlying zone district’s setback requirements. This spacing and setback requirement may be reduced when it is demonstrated:
   (a) A better or more appropriate design can be achieved by not applying the provision of the zoning district;
   (b) That compensating design and/or structural measures are used to ensure the protection of the users and inhabitants (of the development) health, safety and welfare, including but not necessarily limited to visual and acoustical privacy, and adequate light and air; and
   (c) That any perimeter treatment required by WCC 20.85.104 is met.

The applicant is not proposing to reduce the building spacing requirements. All buildings will be at least 10 feet apart.

(3) Maximum Coverage. Building coverage and development coverage of individual parcels may exceed the percentage permitted by the underlying zone; provided, that the overall coverage of the project as a whole does not exceed the percentage permitted by the underlying zone or applicable overlay district.

The applicants are not proposing to vary the lot coverage requirements per lot. Lot coverage will be determined at the time of building permit and will be 2,500 square feet or 35% of the lot, whichever is greater.

(4) Height. Building height may exceed the maximum permitted in the underlying zone by 50 percent; provided, that the project design protects adjacent uses both inside and outside of the PUD from adverse impacts on privacy, light and air.

The applicant is not proposing to increase the height. Building height will be reviewed at the time of building permit and will be no greater than 45 feet.

(5) Lot Width. Where the design is such that light, air and privacy can be provided, especially for living spaces and bedrooms, a narrower lot width may be permitted.
There are no lot width or depth requirements for single family residences with public sewer and water in the URM district.

(6) Setback Reductions. Setback reductions may be granted for single-family and multifamily development projects utilizing rear lane or “alley” garage access, provided:

(a) When front porches that measure a minimum of six feet in depth and 10 feet in length are attached to the front building facade, front yard setbacks may be reduced to a minimum of 15 feet from the back of the abutting sidewalk, the designated front property line, or road right-of-way, whichever is the greater setback.

(b) Site development conforms to low impact development standards as adopted by Whatcom County in place at time of application.

The development is not proposing alley garage access.

WCC 20.85.110 Circulation, access and parking.

(1) Circulation and access provisions shall be appropriate to the scale of the project and to anticipated traffic characteristics, and consistent with the requirements of Whatcom County road standards.

The proposed development will include two intersections at Blaine Road and an internal connection over the stream. The applicant has applied for and been granted approval from Whatcom County Public Works for a modified 505.U4 design as discussed in Section IIV.A of this report.

(2) Driveways and circulation roadways shall be designed to minimize traffic and congestion within the planned unit development and where consistent with the standards to minimize the amount of paving.

The applicant has requested approval of a modified 505.U4 design for the roadways with possible joint driveways. A final parking plan detailing driveway locations and on-street parking spaces prior to construction is recommended as a condition of approval.

(3) Parking shall be provided in a PUD as required in Chapter 20.80 WCC. However, where it can be demonstrated by the applicant that due to nonconflicting hours of operation, design of the circulation and parking plan, or any other factor reasonably related to the need for parking, the total parking requirement can be reduced. The hearing examiner may do so provided legal notice of the application specifies that such reduction has been requested.

The applicant has proposed a total of 363 parking spaces with 290 off-street spaces and 73 on-street parking spaces. A final parking plan detailing driveway locations and on-street parking spaces prior to construction is recommended as a condition of approval.

(4) Loading areas for nonresidential uses shall, where possible, be oriented away from residential areas.

The proposed development is for residential development only.
WCC 20.85.111 Mechanical equipment.

All ground and roof top mechanical equipment shall be screened when possible to reduce its visibility to surrounding uses or roads.

*Ground and roof top mechanical equipment screening is recommended as a condition of approval.*

WCC 20.85.112 Storage and trash areas.

(1) Storage areas for residential developments and all trash areas shall be permanently screened.
(2) Storage for nonresidential uses should be within a closed building except for the sale or rental of retail products which can be stored outdoors during business hours only, and not within any required front or side yard nor in any public street or road right-of-way. All outdoor storage shall be located in an area which is screened and landscaped.

*The proposed development will likely not include any developer provided trash areas. Each lot owner shall be responsible for garbage disposal. If trash disposal is proposed as part of the open space areas the trash areas shall be permanently screened and the applicant shall include provisions for ongoing maintenance with the codes, covenants and restrictions (CC&R’s) to be reviewed by PDS prior to construction drawing approval.*

WCC 20.85.113 Drainage and land alteration.

(1) Land alteration may commence when in compliance with Whatcom County land alteration standards.
(2) Drainage plans and improvements shall be in compliance with Whatcom County drainage standards.

*As a recommended condition, the applicant shall obtain all land disturbance and or construction drawing approvals prior to commencement of any land disturbance.*

WCC 20.85.114 Utilities.

All utilities shall be underground unless evidence is provided by the supplier of the utility or service that underground installation is not reasonably feasible.

*As a recommended condition, all utilities shall be underground unless evidence is provided by the supplier of the utility or service that underground installations are not reasonably feasible. The applicant shall provide such evidence with construction drawing submittal.*

WCC 20.85.115 Nonresidential improvements.

Utilities, roads and other essential services must be available prior to occupancy.
As recommended condition, all utilities, roads and essential services shall be completed prior to occupancy.

**WCC 20.85.116 Signs.**

In addition to the provisions of WCC 20.80.400, a system of signs for identifying the location of each residential unit, store or industry shall be established, based on considerations of crime prevention and the needs of emergency vehicles.

The applicant has not proposed any signs as part of the PUD or subdivision. As a recommended condition, all signs must be consistent with WCC 20.80.400 and will require a building permit, if applicable. As conditioned, the applicant shall also include addressing sign requirements within the CC&R's.

**WCC 20.85.117 Project phasing.**

Applications for initial approval of a planned unit development may include provisions for the project to be constructed and finally approved in sequential phases, as provided herein.

(1) Timing. The plan for phased development shall be submitted with the initial application and reviewed by the technical committee for compliance with this section. The zoning administrator shall accommodate the submission of a phasing plan at any point during the review process, but in no event shall the phasing plan be approved without technical committee review.

The applicant has submitted a phasing plan which is included within Exhibit A (Whisper Lake Long Plat, pages 3-14).

(2) Submission Requirements. The phasing plan shall contain the following elements:

   (a) The approximate location of all roads, drainage structures, water and sewer lines, and all improvements, easements and dedications of every type necessary to be provided or developed prior to final approval of the project as a whole.
   (b) An approximate schedule for the construction or securing of all required physical improvements, and the reservation or dedication of necessary rights-of-way or easements, each in its appropriate phase.
   (c) An approximate schedule for the development of residential and nonresidential uses for those planned unit developments located in Residential or Rural Zone Districts.

The applicant has proposed a ten (10) year overall phasing plan with nine phases. All phases shall be completed within ten (10) years of the date of preliminary approval.

(3) Approval. A phasing plan shall be approved as part of the principal application if it meets the following criteria:
(a) Each phase is capable of standing by itself, in the sequence of development proposed, such that it will be adequately served by all roads, utilities, drainage structures, easements and other amenities necessary to its existence in the event that subsequent phases are not completed.
(b) The plan incorporates into appropriate phases all structures, dedications, easements, services and amenities necessary to and upon which depends the satisfactory development of all later phases.
(c) The number and extent of phases shall be determined on a project basis.
(d) For mixed use development in Residential or Rural Zone Districts, the plan shall ensure that a sufficient amount of those uses allowed in the underlying zone district are developed so that during any particular phase, the project shall meet the intended character of the district.

As shown on the phasing plan, Exhibit A pages 3-14 it appears the applicant has demonstrated that each phase is capable of standing by itself.

(4) Procedure Exclusive. No partial final approval of any total development project shall be granted except as provided in this section.

As recommended within conditions, final approval of the PUD shall be consistent with WCC 20.85.365.

WCC 20.85.335 Hearing examiner.
The hearing examiner shall hold the public hearing on behalf of the county council in the manner required by WCC 20.92.300 and provide written public notice consistent with the requirements for major project permits as provided in WCC 20.88.215. The examiner shall recommend 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 planned unit development application based on the following criteria:

(1) Conservation of natural elements and features;

The proposed development will reroute (meander) the stream corridor and provide much improved habitat plantings for the corridor. The proposal includes several trails and open space areas. Development will not occur within the protected and enhanced stream buffer area. Additional buffering occurs on the western property line to address offsite wetlands.

(2) Harmony of selected uses to each other;

The proposed development is single family residential surrounded by properties that are mostly undeveloped. The proposal includes setbacks along the perimeter of the PUD and large areas of open space and buffer along Blaine Road. When adjacent properties are constructed upon they will likely develop with medium and high density residential projects consistent with the URM and URMX zoning.
(3) Grouping and design of buildings, service, parking areas, circulation and open space as an integrated unit such that a safe, efficient and convenient PUD is created;

The proposed development is for single family residential buildings and will not include separate service or parking areas. The proposal has been reviewed by Whatcom County Public Works and is designed to meet the requirements for circulation. The open space areas will include trails and a playground. Through the construction process the applicant shall include proposed landscaping, maintenance and lighting for the open space areas.

(4) Harmony of the proposed PUD with the existing and proposed characteristics of its surroundings, with emphasis and due consideration given to air, water and soil pollution, flood protection, and aesthetics;

The PUD is single family residential in nature with UGA to the north and west, and Rural to the south and east. The surrounding UGA includes possible high density residential and commercial uses which is consistent with the proposed PUD. The PUD has been reviewed for consistency with Whatcom County codes and requirements.

(5) Conformance with the policies, goals and objectives of the Comprehensive Plan;

The proposed development is consistent with the following policies, goals and objectives:

**Goal 2A: Ensure provision of sufficient land and densities to accommodate the growth needs of Whatcom County and protect the qualities that make the county a desirable place to live.**

Policy 2A-1: Concentrate urban levels of development within designated urban growth areas.

Policy 2A-2: Draw a distinct boundary between urban and rural uses.

**Goal 2C: Channel growth to areas where adequate services can be provided.**

Policy 2C-2: Support the comprehensive plan with capital facility plans that facilitate urban growth in UGAs at acceptable urban levels of service.

**Goal 2M: Protect and encourage restoration of habitat for fish and wildlife populations.**

Policy 2M-1: Ensure that new land uses do not degrade habitat of threatened and endangered species.

**Goal 2Q: Ensure that development in Unincorporated Residential–Recreational Urban Growth Areas not associated with a City is of an urban level and proceeds in a logical and efficient manner.**
Policy 2Q-1: Establish urban standards for development within Unincorporated residential/Recreational Urban Growth Areas.

Policy 2Q-2: Ensure that service providers do not extend sewer or urban levels of water service to serve new areas of urban densities outside urban growth areas unless emergency or health hazards exist.

Goal 2T: Establish Short Term Planning Areas within which annexations and urban levels of development can occur and outside of which urban levels of development will not occur. This is intended to be a sprawl preventing measure where a need exists to promote phased development from the urban core outward, where final plans for urban services are not yet in place, and where joint planning at the development regulation level is appropriate. This will assure both conformance and consistency for future plans and developments.

(6) Adequate provision of utilities and circulation to serve the project and, where appropriate, contribute to the overall development of urban areas;

The applicant will extend water service from Birch Bay Water and Sewer down Blaine Road. The applicant will also extend sewer from Alderson Road south through an adjacent undeveloped property. Stormwater will be addressed with on-site treatment and detention.

(7) The exceptions granted by this chapter are warranted by creative design utilizing good design principles and provision of amenities incorporated in the planned unit development and its program;

The applicants are requesting altered road standards, reduced lot sizes and a reduction in setbacks. The proposed development will protect and enhance the stream and include several trails and open space areas. The proposal appears to utilize creative design in integrating the stream restoration and trail amenities.

(8) That the system of ownership, and means of developing, preserving and maintaining open space and other common facilities is acceptable to the county; and

The proposal will contain CC&R’s to develop, preserve and maintain the open space and other common facilities. Planning and Development Services and Public Works shall review and approve the CC&R’s prior to approval of each phase.

(9) Where expanded land uses as allowed by WCC 20.85.053 are requested for an application, the criteria of WCC 20.85.054 are met, and where a phasing plan is proposed, the criteria of WCC 20.85.117(3) are met; and

The applicant is not proposing expanded uses through this PUD.

(10) Promotion of creativity and affordability in residential, commercial and industrial development.
The proposed development includes several trails and open space for creativity in residential design. Several of the single family residential lots will share access points to reduce driveways within the subdivision and a large portion of the site (approximately 11.5 acres) is open space.

**WCC 20.85.340 County council.**

The county council shall meet to consider the hearing examiner’s recommendation within 21 days of receipt thereof, at which time it may:

1. Approve or disapprove the recommendation, or remand the matter to the hearing examiner with instructions; or
2. In the event the council wishes to consider enacting a significant change that does not arise from the record, the council may hold its own public hearing, after giving notice thereof, and approve or deny the planned unit development based upon its own findings and conclusions. A public hearing before the county council may be limited in scope to particular issues or problems at the discretion of the council. The council’s decision shall be based upon the official record, WCC 20.85.335 and other applicable law.

*The Whatcom County Council shall review and approve or disapprove the Hearing Examiners recommendation within 21 days of receipt of the recommendation or meet the requirements of WCC 20.85.340(2).*

**WCC 20.85.355 Initial approval time limits.**

1. The applicant shall have five years from the date of council action, except as provided in subsection (4) of this section, to submit the final application pursuant to WCC 20.85.365.

*The applicant is proposing to phase the project consistent with WCC 20.85.355(4).*

4. Applicants may develop a planned unit development in phases, in accordance with an approved phasing plan. The total amount of time to obtain final approval for all phases of the PUD shall not extend beyond the time limit established in the approved phasing plan unless additional time is granted by the county council upon a showing that the public health, safety and welfare would not be harmed by granting an extension, and that substantial progress has been made toward completing all the necessary requirements for obtaining final PUD approval.

*The applicant has proposed a nine phase plan for development of the proposed subdivision and PUD. All development, except single family residences, shall be completed within ten (10) years of the date of preliminary approval.*

5. Planned unit developments for which final approval has not been obtained within the time allotted by the above shall expire without prejudice; provided, that
in a phased PUD the expiration shall only apply to those portions or phases of the PUD that have not been applied for or been granted final PUD approval.

Expiration of the PUD shall only apply for phases that have not been completed within ten (10) years of preliminary approval.

WCC 20.85.360 Installation of improvements.

Upon receipt of initial approval, the applicant may proceed with the installation of improvements required by the planned unit development pursuant to the following:

(1) The applicant shall submit detailed engineering plans developed consistent with adopted county standards for the construction of roads, bridges, utilities, drainage works and other required improvements. In addition, the applicant shall also submit a land alteration control plan consistent with adopted land alteration standards.

(2) Land alteration and construction activities shall commence only when the land alteration control plan and engineering plans for the appropriate improvement have been approved by the county engineer and by any other departments or agencies having jurisdiction. The county engineer shall act on the plans within 14 days after acceptance of a completed set of plans from the applicant.

(3) All improvements shall be built to applicable standards in force at the time of initial PUD application submittal.

(4) All construction of water and sewer systems shall be done under supervision of a licensed civil engineer. The county engineer may waive this requirement.

(5) Any condition of initial approval requiring accomplishment of such improvements as drainage or development of the source of water supply prior to other construction shall be strictly complied with, and no other construction shall proceed until any such condition is discharged to the satisfaction of the county engineer, health department or other agency, as indicated in the condition.

(6) Where facilities or improvements are proposed to be maintained by lessees, renters or property owners, a workable organization shall be established to guarantee maintenance of such facilities.

The applicant shall submit detailed engineering plans for development of the proposed improvements including roads, drainage and stream mitigation. No development shall occur without County approval. The water and sewer improvements shall be installed and accepted in accordance with Birch Bay Water and Sewer District requirements. Through the engineering review process the applicant shall provide CC&R’s with details regarding maintenance of all facilities.

WCC 20.85.365 Final review and approval.

(1) Upon completion of the improvements and meeting appropriate conditions as required by the initial planned unit development approval, the applicant shall submit:
(a) A revised planned unit development site plan and written information containing specific information required in WCC 20.85.202 and 20.85.203. The revised site plan and written information shall reflect those changes to the development as a result of initial PUD approval and subsequent approved modifications;

(b) If the proposal includes energy conservation and/or renewable energy source, information required in WCC 20.85.108(2) shall be provided;

(c) Written certifications from appropriate local agencies indicating the installation of required improvements and compliance with relevant conditions.

The applicant shall submit a final review plan for each phase as required by WCC 20.85.365(1)(a-c).

(2) Within 30 days after receipt of a completed set of revised site plans and written information, and written certifications, the zoning administrator shall approve the planned unit development request when it finds that:

(a) The PUD information has been appropriately updated;

(b) Adequate maintenance provisions for private facilities and improvements have been established;

(c) All relevant conditions have been met; and

(d) All required improvements have been installed or adequate securities have been provided for development.

After receiving a complete set of revised plans for the PUD the county shall approve the PUD.

(3) Upon approval of the planned unit development pursuant to this section, the applicant may begin construction of the project in compliance with the approval. If no construction is initiated within seven years, the approval shall be null and void unless the zoning administrator finds extenuating circumstances or in accordance with a pre-agreed upon schedule of phasing.

After completion of the final review of the PUD the applicant shall complete construction of the single family residences as approved. The residences do not have to be completed within the seven years as detailed in WCC 20.85.365(3), but may be built over time as stipulated in the final review document.

WCC 20.85.370 Control of the development after completion.

The final development plan shall continue to control the planned unit development after it is finished and the following shall apply:

(1) The building official in issuing a certificate of completion of the planned unit development shall note the issuance on the filed final development plan.
(2) After the certificate of completion has been issued, the use of the land and the construction, modification or alteration of a building or structure within the planned unit development shall be governed by the approved final development plan.

(3) After the certificate of completion has been issued, no change shall be made in development contrary to the approved final development plan without approval of an amendment to the plan except as follows:

(a) Minor modifications of existing buildings or structures may be authorized by the zoning administrator, upon consultation with the technical committee, if they are consistent with the purposes and intent of the final plan.

(b) A building or structure that is totally or substantially destroyed may be reconstructed without approval of an amended planned unit development if it is in compliance with the purpose and intent of the final development plan.

(4) An amendment to a completed planned unit development may be approved if it is consistent with the planned unit development, or if it is appropriate because of changes in conditions that have occurred since the final development plan was approved or because there have been changes in the development policy of the community as reflected by the Comprehensive Plan or related land use regulations.

(5) No modification or amendment to a completed planned unit development is to be considered as a waiver of the covenants limiting the use of the land, buildings, structures and improvements within the area of the planned unit development, and all rights to enforce these covenants against any change permitted by this section are expressly reserved.

(6) In the event the applicant shall seek an amendment to the application, and it is the determination of the zoning administrator, upon consultation with the technical committee, that such amendment exceeds the scope of final approval, a public hearing shall be held by the hearing examiner as provided by WCC 20.85.335 herein.

After review of the final development plan, PDS will provide a certificate of completion regarding the PUD. This shall occur at approval of each phase of development and may be included in the plat approval. After certificate of completion, development of the single family residential lots shall occur in conformance with the approved final development plan.

Changes to the final development plan shall be submitted to PDS for review with the Technical Review Committee. All changes or modifications shall be processed consistent with WCC 20.85.370(3)(a and b). Modifications and amendments shall be consistent with WCC 20.85.370(4-6).

WCC 20.85.375 Enforcement.
After final review and approval, as provided by WCC 20.85.365 herein, the zoning administrator shall enforce, or cause to be enforced, the provisions of this chapter as follows:

(1) Stop Orders. Whenever any work or action is being done contrary to the provisions of this chapter, the zoning administrator may order the work or action stopped by notice in writing served on any persons engaged in the doing or causing such work or action to
be done; and any such persons shall forthwith stop such work or action until authorized by the administrator to proceed with the work or action;

(2) Permits. No buildings, occupancy or other permit shall be issued or granted for the construction of any building, structure or improvement to the land, or for the use of any building or structure or improvement to the land, until all requirements of this chapter have been complied with;

(3) Security. In the event of noncompliance with the terms of this chapter, the zoning administrator may require the applicant to furnish assurance of compliance upon such terms and conditions as the administrator deems appropriate including, but not limited to, the posting of a surety bond or other sufficient security;

(4) Equitable Relief. Whenever any building, structure or improvement to the land within a PUD is used in a manner, or for a purpose, which violates any provision of this chapter, or any provision of state or local law, or any term or condition of PUD approval, the county may commence an action to restrain and enjoin such use and compel compliance with the provisions of this chapter, state or local law, or such terms and conditions. The costs of such action shall be taxed against the violator;

(5) Penalty. Any person, firm or corporation who constructs any building, structure or improvement to the land, or any portion thereof, in violation of the provisions of this chapter, shall be guilty of a gross misdemeanor.

Enforcement, if necessary, shall proceed in accordance with WCC 20.85.375.

Finding: The Technical Review Committee has determined that, with recommended conditions, the proposal meets the requirements of WCC 20.85.

I. Subdivision Regulations (Title 21)

WCC Chapter 21.05 regulates policies and procedures for approval of a long subdivision. Section 21.05.037 requires the following:

WCC 21.05.037 Hearing examiner notice, hearing and decision.

The hearing examiner shall schedule and hold an open record hearing, review the application and make a decision or recommendation, as appropriate, in accordance with the provisions of Chapter 20.92 WCC. Notice of the open record hearing shall be as set forth in Chapter 2.33 WCC.

The open record hearing has been scheduled for January 27, 2016. Proper notice of the hearing will occur.

(1) Review of a preliminary long subdivision shall be accompanied by written findings of fact and conclusions regarding the proposed development’s provisions for the following standards and criteria:
   (a) Open spaces;
   (b) Drainage ways and stormwater management;
(c) Streets or roads, pedestrian and bicycle paths, alleys, other public ways, transit stops, and other transportation facilities as required by concurrency standards;
(d) Potable water supplies;
(e) Sanitary wastes;
(f) Parks and recreation facilities and playgrounds;
(g) Schools and schoolgrounds, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school;
(h) Conformity with the Whatcom County Comprehensive Plan;
(i) Conformity with applicable land division, zoning and development standards;
(j) Conformity with critical areas, shoreline management, other land use regulations;
(k) Conformity with Chapter 58.17 RCW; and
(l) A summary finding that the public health, safety, general welfare, use and public interest will be served by the platting of such subdivision and dedication.

As noted in this staff report, the TRC has determined adequate provisions exist, or are recommended as conditions, for the proposed subdivision and planned unit development.

WCC 21.05.039 Phasing, expiration and time extension for preliminary long subdivision approval.

3. Phased Subdivision. An applicant may seek approval of a phasing plan at the time of preliminary subdivision approval. If phasing is approved as part of a preliminary subdivision, the phasing plan shall expire 10 years from the date of preliminary approval. Each phase submitted after five years from the date of preliminary approval shall comply with the Whatcom County Development Standards in effect as of the date of construction plans are submitted for each phase.

The applicant is requesting a phased subdivision as depicted in Exhibit A. Phase 1 must be completed within five (5) years of preliminary approval by the Whatcom County Council and all phases must be completed within ten (10) years of the date of preliminary approval. Each phase submitted after five years shall comply with Whatcom County Development Standards in effect as of the date of construction drawing submittal.

WCC 21.05.110 Modifications to approved preliminary long plats.

1. The technical review committee may approve minor changes to a preliminary long plat. In order to qualify as a minor change, the proposal must not adversely impact neighbors or the environment, and the density, uses and basic design of the approved preliminary long plat must be maintained.

2. The hearing examiner or county council, whichever approved the original preliminary long plat, may approve major changes to the plat. Major changes
are those that, in the opinion of the technical review committee, would adversely impact neighbors or the environment, alter the density, alter the uses, or alter the basic design of the preliminary long plat. The SEPA official shall review major changes and determine whether the original SEPA determination is still valid or a new determination required. The hearing examiner or county council shall hold a public hearing prior to issuing the decision. The appropriate city shall be notified of the request and given the opportunity to comment on major changes, if the land division is located within that city's urban growth area.

Any modifications to the preliminarily approved plat shall be further reviewed by the TRC or hearing examiner depending upon whether the modification is deemed a minor or major change.

Finding: The Technical Review Committee has determined that, with recommended conditions, the proposal meets the requirements of WCC 21.

J. Health Code (Title 24)

The purpose of Title 24 is to provide minimum standards to safeguard public health and welfare by regulating and controlling the activities considered in this title and any related work.

The Whatcom County Health Department (WCHD) has reviewed the proposed project noted above in accordance with WCC 24.05 On Site Sewage System Regulations, WCC 24.11 Drinking Water Code, and WCC 21 Land Division Regulations.

The Whatcom County Health Department submitted a memo dated December 18, 2015 (Attachment M) stating the following:

The Whatcom County Health Department (WCHD) has reviewed the proposed project referenced above in accordance with WCC 24.05 On- Site Sewage Regulations and WCC 24.11 Drinking Water. The applicant is proposing a 145 lot subdivision with water and sewer service from the Birch Bay Water & Sewer District. The applicant has made application to the Birch Bay Water & Sewer District for the extension of water and sewer services. The property will be served by a water main extension from the intersection of Blaine and Alderson Road, along Blaine Road; and a sewer main extension from Alderson Road (1,330 feet west of Blaine Road) routed south through private property requiring easements.

The Technical Review Committee has determined that, with recommended conditions, the project meets the requirements of WCC Title 24.

VIII. RECOMMENDATION

The Technical Review Committee has determined that subject to the following recommended conditions, the long subdivision and planned unit development will comply with applicable Whatcom County and Washington State regulations.
IX. RECOMMENDED CONDITIONS OF APPROVAL

Current Planning

1. The general use and configuration on the site as shown on the site plan and phasing plan dated May 15, 2015 (Sheets 1-14) shall not be amended or changed unless consistent with WCC 21.05.110, except for details and exact locations of utility lines, street features, and other details of final design for construction.

2. Signage for the site shall be limited to one site identification sign at the entrance to the site, per WCC 20.80.470 (4). The subject sign shall be limited to 64 square feet in size.

3. No sign shall be located closer than 10-feet to any right-of-way, per WCC 20.80.410 (1). A building permit shall be obtained for any sign installed on the site.

4. The setback table below shall apply to the proposed development through construction of all single family residences. The table shall be included on the mylar for each phase recorded within the Whisper Lake Long Subdivision and Planned Unit Development.

<table>
<thead>
<tr>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
<th>Corner Lots</th>
</tr>
</thead>
<tbody>
<tr>
<td>House 15 ft.</td>
<td>Garage 20 ft.</td>
<td>5 ft.</td>
<td>5 ft.*</td>
</tr>
</tbody>
</table>

*Rear yard setbacks on lots 1-18 and 62-84 shall be increased to 25 feet.

5. Lot coverage, pursuant to WCC 20.97.217, shall be determined at the time of building permit review. In no case, shall the structures occupy more than 2,500 square feet or 35 percent of the total lot area, whichever is greater. Because of lot size, most of the lots will be allowed no more than 2,500 square feet of lot coverage on each lot.

6. The applicant shall provide the final on street parking proposal at the time of construction drawing approval. The additional on-street parking spaces shall be included throughout all nine phases as a portion of the total 363 parking spaces. Each phase shall include the necessary number of parking spaces for the number of residential lots.

7. All driveways shall be reviewed by the County Engineer prior to construction through construction drawing review and approval. To the extent possible joint driveways for adjacent parcels will be encouraged.

8. The applicant shall provide an outdoor lighting plan as part of construction drawing approval.
9. The applicant shall prepare a landscape plan to address WCC 20.85.104(2)(b) along the northern and southern border. The applicant shall include information at the time of construction drawings.

10. The landscape buffer is required to screen residential development from adjacent properties and provide a visual buffer. The buffer shall be no less than 25 feet and be applicable on the northern and southern boundaries of the property. The buffer shall be placed on the face of the plat and the purpose and maintenance shall be included in the codes, covenants and restrictions.

11. If trash disposal is proposed as part of the open space areas then the trash areas shall be permanently screened. The applicant shall also include provisions for ongoing maintenance with the CC&R’s to be reviewed by PDS prior to construction drawing approval.

12. All ground and roof top mechanical equipment shall be screened when possible to reduce its visibility to surrounding uses or roads.

13. The applicant shall obtain all land disturbance and or construction drawing approvals prior to commencement of any land disturbance.

14. All utilities shall be underground unless evidence is provided by the supplier of the utility or service that underground installations are not reasonably feasible. The applicant shall provide such evidence with construction drawing submittal.

15. All utilities, roads and essential services shall be completed prior to occupancy.

16. Final approval of the PUD shall be consistent with WCC 20.85.365.

17. Through the construction process the applicant shall include proposed landscaping, maintenance and lighting for the open space areas.

18. The proposal shall contain CC&R’s to develop, preserve and maintain the open space and other common facilities. Planning and Development Services and Public Works shall review and approve the CC&R’s prior to approval of each phase.

19. The applicant shall submit a final review plan for each phase as required by WCC 20.85.365(1)(a-c).

20. After certificate of completion development of the single family residential lots shall occur in conformance with the approved final development plan. Changes to the final development plan shall be submitted to PDS for review with the Technical Review Committee. All changes or modifications shall be processed consistent with WCC 20.85.370(3)(a and b). Modifications and amendments shall be consistent with WCC 20.85.370(4-6).
21. Pursuant to WCC 21.05110 any modifications to the preliminarily approved plat shall be reviewed by the TRC or hearing examiner depending upon whether the modification is deemed a minor or major change.

22. Approval of this preliminary subdivision shall become invalid unless a final plat for Phase 1 is submitted in proper form for final plat approval within five (5) years of the date of preliminary subdivision approval.

23. Approval of this preliminary subdivision shall expire ten (10) years after the date of preliminary subdivision approval. Any phase of the final plat that has not been submitted in proper form for final plat approval within this time period shall expire and the land within such phases shall revert to a reserve tract status. Each phase submitted after five years from the date of preliminary approval shall comply with the Whatcom County Development Standards in effect as of the date construction plans are submitted for each phase. This subdivision has been identified as a phased development; pursuant to WCC 21.05.039(3) no extension provisions are applicable.

24. The applicant is proposing a trail through the project site to Bay Horizon Park in the northwest corner of the site. The applicant shall work with the Whatcom County Parks Department to agree on the exact location, width and surfacing of the proposed trail. The trail shall be constructed during Phase 1 development of the site. The CC&R’s shall contain ongoing maintenance provisions for the trail.

25. A playground facility shall be designated within the boundaries of the subject site prior to final approval and shall be shown on the face of the mylar. An approved plan for the playground shall be submitted to and approved by Planning and Development Services. The playground shall be installed prior to Phase 2 final plat approval. Playground amenities shall be at a minimum of $5,000. The CC&R’s shall contain ongoing maintenance provisions for the playground.

26. The proposed design contains several areas with no development potential. These shall be contained in separate tracts and assigned specific uses for open space, conservation, playground, etc. The applicant shall submit a landscape plan detailing the landscaping associated with the non-conservation tracts and include provisions within the CC&R’s for maintenance of these areas.

27. An applicant requesting final approval of a subdivision shall submit to the administrative official copies of the materials and fees specified in WCC 21.06.050, and the request shall be accompanied by a statement from the county engineer that Whatcom County has accepted as complete all on-site and off-site improvements required by the conditions of preliminary plat approval, or has received cost estimates and performance guarantees to assure completion thereof.
28. The applicant shall obtain all necessary federal, state and local permits prior to construction.

29. The following notes shall be placed on the face of the plat:

   **RIGHT-TO-FARM COVENANT** (THIS PROPERTY IS LOCATED WITHIN ONE-HALF MILE OF AN OPERATING FARM, AN AGRICULTURE OR RURAL DISTRICT.) THE DEVELOPER AND ANY SUBSEQUENT PURCHASER OR SUCCESSORS IN INTEREST OF ALL OF THE LOTS WITHIN THIS SHORT PLAT WILL REFRAIN FROM ANY LEGAL ACTION TO RESTRAIN OR COLLECT DAMAGES FROM OWNERS OR OPERATORS OF SUCH SAID AGRICULTURAL LANDS, OR FROM WHATCOM COUNTY, ARISING OUT OF ANY REASONABLE AND LAWFUL FARM OPERATIONS ON. THE SELLER SHALL REQUIRE THAT THE "DISCLOSURE STATEMENT" AS SET FORTH IN TITLE 14.02 BE SIGNED BY THE PURCHASER AND RECORDED IN THE WHATCOM COUNTY AUDITOR’S OFFICE IN CONJUNCTION WITH THE DEED CONVEYING SAID LOT. THIS COVENANT SHALL RUN WITH THE LAND.

30. No land comprising any part of a proposed land division in the unincorporated area of Whatcom County shall be sold, leased, or offered for sale or lease unless approved under this title. Any person being the owner or agent of the owner of such land who shall sell, lease, or offer for sale or lease any lot or portion thereof shall be guilty of a gross misdemeanor. Each sale or lease, or offer for sale or lease shall be a separate and distinct offense for each separate lot or portion of said land, pursuant to WCC 21.11.010.

31. All development shall comply with applicable Whatcom County Code (WCC) and Whatcom County Development Standards (WCDS).

**SEPA Conditions**

32. Pursuant to the issued MDNS: The Gibson Traffic Impact Analysis, dated Oct. 22, 2009, has calculated the impact this development has on the offsite transportation system. The analysis has identified the following two impacted intersections: Birch Bay Lynden/Blaine Rd. and Vista/Grandview Rd. intersections. Traffic impact mitigation in the amount of $186,300.00 is proposed for these two intersections. The mitigation payment amount to be based on the number of lots created with each phase. The “Voluntary Agreement for Future Payment of Mitigation Funds in Lieu of Mitigation Actions, per RCW 82.02.020” may be used as the vehicle for mitigation payment.

33. Pursuant to the issued MDNS: At the time of application for any building permits as contemplated by this proposal, the Applicant shall comply with the requirements of the Mitigation Agreement Regarding Fire Protection and Emergency Response Service Capital Facility Charge dated November 4, 2014 and recorded under Whatcom County Auditor File No. 2141100193 including, but not limited to, payment of the Mitigation Fee as defined in that agreement.
Public Works

34. The applicant shall comply with the conditions of the Whatcom County Public Works – Engineering Services in the memo dated November 3, 2015 unless modified by Engineering Services or appealed to the appropriate agency.

35. All interior plat roads shall be public and dedicated to Whatcom County.

36. Upon completion of the subdivision process, the development of the individual lots will be subject to the requirements of Whatcom County Development Standards.

37. Interior plat roads shall be built, where appropriate, to the modified Special District Road Standards and shall comply with WCDS Standard Drawing 505.U-4 as modified, which specifies sidewalks on only one side of the road and a reduced pavement width. Engineer of Record has demonstrated that “pocket parking” as shown in WCDS Standard Drawing 505.U-4 is not feasible in this project and it shall not be required.

38. At final construction design, the proposal must be able to demonstrate that a sufficient number of parking spaces can be provided to meet the requirements of WCDS 505.C-2. If compliance cannot be shown, a reduction in number of lots or a project redesign may be warranted.

39. Temporary turnarounds for each phase shall be provided as shown on the phasing plan and must be shown and approved in the Site Civil Construction Drawings.

40. Subdivision access is to SR-548, Blaine Road, a state highway. Road access permits shall be acquired through Washington State Department of Transportation (WSDOT).

41. There will be no direct access from the lots or tracts to Blaine Road. A Vehicle Access Prohibition note shall be placed on the plat map.

42. Applicant is proposing Lot 10 as a Right-of-Way stub that could potentially be used for a future through road connection or emergency services access to the property to the north. This is a satisfactory solution subject to the following conditions as shown on the revised Preliminary Plat:

- The lot directly aligns with the Right-of-Way of the road crossing the wetland/stream.
- The applicant has demonstrated that proper setbacks can be provided on Lots 9 and 11, if the road is extended.
- The applicant proposes language that requires that the lot be sold only to Whatcom County or the adjacent land owner for road purposes within 10 years of...
the final platting of the lot, recognizing that if the option is not exercised, the lot can be sold to any buyer without the road use requirement.

43. A Final Engineered Stormwater Design Report that addresses conveyance, infiltration, detention, and water quality measures, prepared by a Washington State licensed civil engineer, will need to be submitted for approval by Whatcom County Engineering prior to construction plan approval for the subdivision.

44. Prior to beginning construction on any portion of the project, the applicant shall submit a Final Stormwater Design Report that shall be fully compliant with the 2005 DOE Stormwater Management Manual for Western Washington (SMMWW), to include the recommendations found in Section 4 Conclusion and Recommendations of the Stormwater Design Report of Jan. 22, 2013.

45. The Final Engineered Stormwater Design Report shall include, at a minimum, the following:

- Complete geotechnical soils analysis and infiltration testing to determine the infiltration design rate, groundwater monitoring results, and downstream impact analysis.

- Engineering analysis and justification, per the DOE Manual, of the water quality treatment provided by the open conveyance swale and bio-retention system along the new roads and any additional facilities required to meet treatment requirements.

- Geotechnical analysis of the existing soils, including recommendations for protection of existing topsoil, specifications for soil amendments in lawn and landscape areas and shall meet BMP T5.13 of the Department of Ecology Stormwater Management Manual for Western Washington. As each lot within the subdivision will be required to meet the soil amendment specifications at the time of home construction, a note so stating shall be placed on the final plat for the above requirement.

- A Stormwater Pollution Prevention Plan (SWPPP) per the 2005 DOE SWMM shall be submitted and approved prior to any clearing or grading on the site.

- Provisions for all stormwater management facilities outside of the County Road ROW to be privately maintained

- Applicant shall provide for maintenance of private stormwater system per current WCDS Section 220. Applicant shall establish a fund for the first two years of the stormwater system performance verification and maintenance. Applicant shall include a Stormwater Maintenance Plan in the CC&Rs for the project.

- A Washington State licensed civil engineer shall prepare and submit to PWD-ES/D for PWD-ES/D review and approval all road, stormwater facilities, and grading drawings. Applicant shall not perform any work that these drawings depict prior to participating in a formal Preconstruction Meeting with County Engineering staff.
46. Road name proposals for all roads must be submitted for approval. Applicant may submit to PWD-ES/D for PWD-ES/D review and approval plat road name proposals per current WCC 12.60.070. Applicant shall pay current lot addressing fees prior to recording. A map at 1"=400' scale of the lots shall be provided to Whatcom County Engineering for address assignment.

47. Developer shall provide a plat layout to the United States Postal Service to get approved mailbox location(s). The location and use of mailboxes shall not interfere with county road traffic as per Ch. 5 Road Standards of the WCDS. Mailbox locations, if shared locations are required, shall be shown on final construction plans.

48. All road, stormwater facilities, and grading plans shall be designed and stamped by a Washington State licensed civil engineer and submitted for county engineering approval prior to construction.

49. Record road/stormwater drawings and a letter of certification from a licensed engineer must be submitted to the County Engineer prior to acceptance of any roads into the County Road System.

50. Applicant shall show on the final plat map all easements and any physical appurtenances (such as fences or structures that might indicate encroachment, lines of possession, or conflict of title) per current Washington Administrative Code (WAC) 332-130-050(1)(b).

51. Applicant shall submit to PWD-ES/D for PWD-ES/D review and approval certified as-built surveys and record drawings per current WCDS Sections 217.1 and 507.D, respectively.

52. Prior to County’s acceptance of the new subdivision road (interior plat road) into the County Road System for public maintenance, the Applicant shall post a Warranty Security per current WCDS Section 509.

**Fire Marshal**

53. The applicant shall comply with the conditions of the Whatcom County Fire Marshal’s Office in the memos dated March 12, 2013, March 3, 2014, December 9, 2014 and June 2, 2015 unless modified by the Fire Marshal or appealed to the appropriate agency.

54. Hydrant Spacing per IFC Table C105.1 Avg. spacing between hydrants 500 Ft., max distance from any point on the road to a hydrant is 250 ft.

55. Provide a minimum 26’ x 40’, clear pull-out space at each hydrant location with 20’ feet each direction from center of hydrant. Pull-out spaces require signage as Fire Lanes per IFC Section D103.6 and adjacent curbs painted red with durable, weather resistant paint.
56. Hydrant pull-out requirements to be listed in subdivision CC&R's, especially including no parking.

57. Fire Hydrants need to be installed prior to final approval of each phase.

58. All temporary street ends shall have an approved emergency vehicle turn around within 150-feet, unless otherwise approved by the Whatcom County Fire Marshal at the time of construction.

Critical Areas

59. The applicant shall comply with the conditions of the Natural Resource Assessment Staff Report with Conditional Recommendations of Approval dated January 11, 2016 unless modified by Natural Resources or appealed to the appropriate agency.

60. A permanent conservation easement or place in a separate tract all areas of buffer reduction for stream and wetlands shall be established. WCC 16.16.640(D)

61. Low impact development shall be used where appropriate and consistent with the conditions of approval for stormwater requirements and applicable stormwater standards. WCC 16.16.640(D)

62. Covenants shall be established to prohibit pesticide use within 150 feet of offsite wetlands. WCC 16.16.640(D)

63. Stormwater shall be infiltrated, or treated, detained and dispersed into buffers when feasible and consistent with the conditions of approval for stormwater requirements and applicable stormwater standards. WCC 16.16.640(D)

64. Lighting from single family residences and infrastructure lighting shall be directed away from wetland buffers. WCC 16.16.640(D)

65. Areas of buffer reduction shall be planted with appropriate native vegetation to restore wetland buffer functions. A planting plan shall be approved by the Technical Administrator. WCC 16.16.640(D)

66. A pre-construction meeting for stream channel and riparian zone restoration shall occur between WDFW, critical areas staff, applicant and on-site hired stream restoration construction professionals. WCC 16.16.260

67. A final mitigation plan showing a single phase of construction and planting occurring in Phase I of the plat, that encompasses project through site prep, mitigation sequencing and the BMP for wildlife shall be approved by CA staff and WDFW prior to final approval of construction drawings. WCC 16.16.260

68. Gradient of stream channel sides shall not exceed 30%. 16.16.740(E)(5)
69. No vegetative clearing, fill or grade can occur on site until the surety bond has been submitted and approved by critical areas staff. WCC 16.16.260(D)

70. Critical Area signage and split rail fencing locations shall be proposed and approved prior to final approval of construction drawings. WCC 16.16.265

71. A separate Land Disturbance Permit for stream restoration construction shall be required. The stream restoration land disturbance permit shall not be issued until after final approval of construction drawings.

72. Agreement to maintain the mitigation area form shall be signed and submitted by responsible party. WCC 16.16.265

73. Fill and grade work in critical areas or their buffers will require a Clearing Land Disturbance Permit per WCC 20.80.734(4).

74. An amended plat drawing depicting conditions shall be submitted after the open public hearing.

75. A bridge shall be required as a road crossing in the stream and buffer, unless demonstrated to the satisfaction of the Technical Administrator not to be feasible during construction drawing review. The road crossing shall be shown on construction drawings. Alternatives to a bridge shall follow Washington Fish and Wildlife design standards for fish passage culverts. WCC 16.16.720(C)

76. Utilities shall be bored under the stream unless demonstrated to the satisfaction of the Technical Administrator not to be feasible during construction drawing review. WCC 16.16.720(J)

77. Utility easements on adjacent and off-site parcels necessary for required utility extensions, and on-site utility easements with critical area impacts not included in this approval, shall require critical areas review and mitigation for impacts to critical areas per WCC 16.16.260.

78. A revised mitigation planting plan, revised site plan and mitigation bond amount shall be submitted for review that addresses comments and concerns from WDFW dated December 7, 2015, and have the following script revisions as well:
   - Page 1, Paragraph 2 – remove the sentence "A wetland determination report titled Hydrogeomorphic Report, Wetland Critical Areas was prepared by SNR Company in June 2012 and verified by Whatcom County. This statement is not true as the SNR report was never verified or approved.
   - Remove all language regarding phasing of the stream restoration planting, as the stream shall be restored in one segment as requested.
by WDFW in comments received on December 7, 2015 and discussed in the field on October 23, 2015.

- Show 35’ reduced stream buffer and native vegetation plantings to mitigate reduced buffer.
- Stream channel shall have a radius connection at the western parcel boundary.

Health Department

79. The applicant shall comply with the conditions of the Whatcom County Health Department in the memo dated December 18, 2015 unless modified by the Health Department or appealed to the appropriate agency.

80. Off-site easements must be established and adequate building envelopes must be demonstrated for proposed lots that are encumbered by water or sewer easements prior to Phase 1 construction drawing approval.

81. Off-site water and sewer extension must be completed during Phase 1.

82. Prior to final approval, the applicant must provide proof that water and sewer infrastructure serving each lot has been installed, and that it has been inspected and approved by the Birch Bay Water & Sewer District. At the commencement of each phase, the applicant must provide proof that water and sewer infrastructure for the previously completed phase was installed and approved by Birch Bay Water & Sewer District.

Report prepared for the Technical Review Committee by:

Amy Keenan, AICP
Senior Planner

Staff Report Attachments

A Whisper Lake Long Plat, Sheets 1-14
B Public Comment
C SEPA Mitigated Determination of Non-Significance
E Gibson Traffic Analysis, October 22, 2009
F Stormwater Report
H Natural Resource Assessment Staff Report with Conditional Recommendations of Approval on January 11, 2016

H-1 Comments from WDFW
H-2 Comments from ReSources, North Sound Baykeeper
H-3 Critical Areas Memos and Determinations
H-4 Submitted Critical Areas Reports
H-5 Wetland Delineation Map for APN 400131335265, approved on June 12, 2009 and Wetland Delineation for APN 400131414333, 400131455365, in current review.
H-6 November 23, 2015 internal email from Sam Ryan to Erin Page, Royce Buckingham, and Ryan Ericson.
H-7 Email between Lynn Morgan Hill and Jeff Kamps, with new stream determination; December 2010.
H-8 Email between Erin Page and Joel Ingram, with WDFW current stream determination; January 26, 2016.

I Typical Lot Example Plan dated November 15, 2013

J Public Works Preliminary Concurrency Determination, August 15, 2014

K Mitigation Agreement Regarding Fire Protection and Emergency Response Service Capital Facility Charge

L Whatcom County Watersheds Office Memo, December 30, 2015

M Whatcom County Health Department Memo, December 18, 2015
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td>Initial</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>Initial</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>Initial</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>Initial</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>Initial</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TITLE OF DOCUMENT:

Res adopt. statement of principles for Criminal Justice & Behavioral Health Systems

### ATTACHMENTS:

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

### 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.)

Resolution adopting a statement of incarceration prevention, criminal justice, and jail planning principles for Whatcom County's Criminal Justice and Behavioral Health Systems.

### COMMITTEE ACTION:

**COUNCIL ACTION:**

2/9/2016: Introduced 7-0

### Related County Contract #:

### Related File Numbers:

### 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](http://www.co.whatcom.wa.us/council).
PROPOSED BY: BUCHANAN, MANN, WEIMER
INTRODUCTION DATE: FEBRUARY 9, 2016

RESOLUTION NO. __________

ADOPTING A STATEMENT OF INCARCERATION PREVENTION, CRIMINAL JUSTICE, AND JAIL PLANNING PRINCIPLES FOR WHATCOM COUNTY’S CRIMINAL JUSTICE AND BEHAVIORAL HEALTH SYSTEMS

WHEREAS, Whatcom County and its municipalities and Tribes desire to coordinate, contribute, and cooperate in enhancing public safety, and in particular our communities’ criminal justice and behavioral health systems; and

WHEREAS, the Whatcom County Executive has recently asked for input and leadership by the County Council and other legislative bodies to guide future jail planning, and has sought constructive engagement with other elected officials throughout the county; and

WHEREAS, all parties believe there is a need for an improved County jail, and we believe that the failed ballot measure reflects voters’ concerns with the particular proposal, and that voters will approve a proposal that addresses the communities’ full range of needs and values.

NOW THEREFORE BE IT RESOLVED, that the Whatcom County Council adopts the attached Statement of Incarceration Prevention, Criminal Justice, Jail Planning Principles; and

BE IT FURTHER RESOLVED, that due to a large number of other infrastructure investments that the County needs to make, and the ever escalating costs of such investments, time is of the essence for getting another proposal to the voters as soon as possible; and

BE IT FINALLY RESOLVED, that the Whatcom County Council asks the other legislative authorities that have a stake in our shared criminal justice system to as soon as possible also adopt this Statement of Incarceration Prevention, Criminal Justice, Jail Planning Principles, or similar statements that make clear how incarceration prevention, criminal justice, and jail planning needs to proceed; and

APPROVED this __________ day of __________, 2016.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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

APPROVED AS TO FORM:

Civil Deputy Prosecutor
Statement of Principles on Incarceration Prevention, Criminal Justice, and Jail Planning
February 2016

Following the recent failure of the jail tax proposal in November 2015, the Whatcom County Council would like to establish guiding principles for incarceration prevention, criminal justice, and jail planning, and requests the participation of the Lummi Nation, Nooksack Tribe, and all the Cities of Whatcom County. As elected leaders, we believe that inaction would be irresponsible, and the defeat of one particular proposal necessitates the active search for a better set of ideas and principles that will find broad support.

We would like to start where we agree, and work to create behavioral health and criminal justice systems that reflect community values. We believe our communities are not divided on the commitment to public safety, justice, fiscal responsibility, fair treatment, harm reduction, healing, and prevention as public priorities.

While there is a national discussion on incarceration and behavioral health, we see an opportunity to become a model for other communities across the country. We believe success will be measured not by how many people are punished for their transgressions, but by how many people return to full and successful lives, or avoid falling into the criminal justice system in the first place. We should strive for conditions where the cycle of incarceration is broken rather than perpetuated.

We desire to create transparency in the planning process, not just more process. We want to move beyond a narrow discussion of current jail conditions, to a more fruitful discussion of desired outcomes and priorities. We believe decisions must be based on data and evidence, and that crucial information has been lacking. We also want to start new conversations with judicial leaders and court officials, to understand procedural and philosophical reforms that might be needed, but that are beyond legislative authority. Bail, probation, and incarceration policies and practices have been subject to successful reforms elsewhere, and could be right for Whatcom County.

We are fortunate that the process of thorough analysis is underway, with the creation of the Incarceration Prevention and Reduction Task Force. Subcommittees of the Task Force are focusing their efforts on creation of a Crisis Triage Facility, Behavioral Health Programs, and Criminal Justice System procedure and process reforms. At the same time, members of the public and service agencies are coming together to provide their own voices and perspectives.

Therefore, in order to guide the public process and County administrative plans and actions, we do hereby put forward the following set of *Incarceration Prevention, Criminal Justice, and Jail Planning Principles* for our communities:

1. The people of unincorporated Whatcom County, the Lummi Nation, the Nooksack Tribe, and the Cities are best served by a shared jail facility or a combination of shared facilities, and by a coordinated and integrated response to behavioral health issues that can help alleviate the use of the criminal justice system.

2. The following are inextricably linked: responsible stewardship of public funds, ensuring public safety, and providing adequate countywide behavioral health services.

3. In recognition of the importance of prevention, treatment, re-entry and jail alternatives, the Council established the Incarceration Prevention and Reduction Task Force (IPRTF). The IPRTF’s specific recommendations will influence the direction of our future crisis triage facility, our jail facility, pre-booking...
and pre-trial diversions, jail alternatives, and behavioral health programming. The Task Force needs to be continually supported in their work, and the recommendations from this dedicated group need to be seriously considered, and implemented when possible.

4. 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 response costs in the future. It is better, from a public policy perspective as well as a financial perspective, to provide whenever possible behavioral health services within the community, rather than inside the jail. “An ounce of prevention is worth a pound of cure.”

5. Pursue construction and operation of an enlarged triage facility, implementation of criminal justice process reforms, and creation of relevant behavioral health programs regardless of the outcome of jail proposals.

6. Provide better data to decision-makers and the public, including relevant demographic, statistical, and jail usage information. For crucial data points, information is either totally lacking or incomplete, making it difficult to identify opportunities for efficiencies or policy improvements. As described in Whatcom County Resolution 2015-042, spreadsheet models for jail utilization, jail financing, and jail size must be made available to the public for examination and incorporated into decision-making.

7. The size of jail facilities needs to be based on a holistic local criminal justice policy. While accurate measures of current incarceration rates adjusted for future population growth are important, we have to also consider national, state, and local trends towards improvements in prevention, alternatives, behavioral health, and re-entry support.
   - Size of facilities drives many of the costs, so reducing jail size has immediate and long-term cost savings over the life of the facility. Minimizing the size is therefore a high priority.
   - The mix of cell sizes (single, double, quad) and security levels should be carefully evaluated to ensure we only build the minimum of the most expensive cell types.

8. Locate any new jail facility where it can work best for all of our partners, the public, and related businesses (attorneys, bail bonds, etc.). The Ferndale location for the new jail has not been adequately explained for all our jail use partners and the public. A more robust explanation of this decision needs to occur to see if a consensus on this decision can be formed or whether alternatives need to be pursued. Questions that are still being asked that deserve greater examination and explanation to move toward consensus include:
   - Why was property that Whatcom County owns or can build or re-build on adjacent to the County Courthouse not chosen for the new jail site?
   - Initial siting criteria, such as a County policy limiting jail locations within one mile of a school, steered the selected location to a more rural area. Are these criteria, chosen years ago, valid in a county that is becoming more urban?
   - Building a vertical jail could be efficient and operationally successful. Was this option adequately considered?
   - The existing jail is presumed by many to be unsalvageable. What professional technical and engineering studies have been performed that indicate it is structurally unsound or beyond rehabilitation?

9. Consider the Iron Gate 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. The Incarceration Prevention and Reduction Task Force may provide some insight on this issue.
10. Apportion construction and operating costs separately and fairly among jail users based on actual use, or best estimates of actual future use. Maintain jail operating costs at appropriate levels and transparently report them on a regular basis. Over time, operating costs will be more of a serious financial challenge than capital construction costs. Elements that deserve greater examination include:
- Overall, jail expenditures have been increasing over the past 15 years faster than total General Fund expenditures. Those jail-operating costs need to be examined more closely and explained more clearly to all of our partners.
- Other county jails have lower bed rates and offer similar or better services; Whatcom County, Lummi Nation, Nooksack Tribe, and the Cities may be able to save money by using other facilities for some of our inmates, starting immediately.
- Per diem rate was expected to jump 20% higher with the failed jail proposal. Why would the single new facility be so much more expensive to run if it was being designed for operational efficiency compared to the current two jails, which have been said to be inefficient?
- A considerable amount of the current 0.1% jail levy has been used to subsidize current jail operations, diverting limited resources away from capital projects and treatment. The County also has access to banked property tax capacity that could potentially provide some of the capital costs and the operating costs on an ongoing basis. What mix and use of taxes would create the most efficient and equitable funding system?

11. Work with the County Prosecutor’s Office, the District, Superior and Lummi Tribal Court leadership on bail-setting practices and probation procedures, as well as broader criminal justice issues, which are not under County legislative control but affect the size of the jail population. Encourage Whatcom County leadership to enter into agreements with local jurisdictions and with the Lummi Nation and Nooksack Tribe to foster more efficient, equitable and shared use of criminal justice resources.

12. Initiate steps to issue an RFP for a 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 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.
Briefing and discussion on Comprehensive Plan Chapter 2 (Land Use).

ATTACHMENT:

1. Cover letter

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.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas (UGAs) by June 30, 2016 (RCW 36.70A.130). Planning and Development Services would like to make a presentation and discuss Chapter 2 – Land Use with Council on Feb. 23, 2016.

COMMITTEE ACTION:

2/9/2016: Briefed and discussed. Approved motions to preliminarily accept recommendations for the Urban Growth Areas (UGAs)

COUNCIL ACTION:

Related County Contract #: AB2016-047

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.
TO: The Honorable Jack Louws, Whatcom County Executive
   The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Assistant Director

DATE: February 10, 2016

SUBJECT: Comp Plan Update/UGA Review – Chapter 2 (Land Use)

As you know, cities made their UGA proposal presentations to Council on January 26, 2016 and County staff made a UGA presentation on February 9, 2016. Staff is requesting to make a presentation on Chapter 2 – Land Use on February 23, 2016. While this presentation will touch on UGAs, the main focus will be on the other (non-UGA) provisions in Chapter 2.

The Council has requested a summary of the substantive changes made by the Planning Commission. The Planning Commission considered Chapter 2 – Land Use on a number of occasions. Planning Commission recommended changes to goals and policies in the staff draft include the following:

**Goal 2A – (Accommodating Growth)** – The existing goal relates to providing sufficient land and densities to accommodate growth in the County, while protecting the qualities that make the County a desirable place to live. The additional language also seeks to protect the “local economy, rural lifestyle, habitat, fish and wildlife” (p. 2-5).

**Policy 2A-7 (Developable Land)** – The existing policy is to “Provide sufficient and appropriately located residential, commercial, and industrial lands.” This policy would be replaced by new language to establish sufficient levels of developable residential, commercial, and industrial lands, which would be informed by a number of factors, including growth forecasts, land capacity, cost of infrastructure and other Comprehensive Plan policies (p. 2-6).

**Policy 2D-6 (Shoreline Management Program)** – Policy 2D-6 relates to future Shoreline Management Program updates. A reference to the Cherry Point Environmental Aquatic Reserve Management Plan was inserted in this policy (p. 2-10).
Goal 2E (Cultural Resources and Natural Systems) – The existing policy is to “Encourage and support individual responsibility to achieve community values.” This policy would be modified by inserting new language encouraging a stewardship ethic and respect for cultural resources and natural systems (p. 2-12).

Goal 2F (Incentive Programs) – The existing policy gives a high priority to incentive programs. The revised policy is to “Make use of incentive programs that can effectively encourage achievement of land use goals” (p. 2-12).

Goal 2J (Cultural Diversity) – The Planning Commission changed “accept” cultural diversity to “honor and respect” cultural diversity (p. 2-14).

Policy 2M-6 (Monitoring Habitat) – The Planning Commission recommended a new policy to engage the Wildlife Advisory Committee to develop recommendations for a system to monitor fish and wildlife habitat function (p. 2-18). In the introduction section leading up to this policy, the Planning Commission deleted the sentence: “However, the combined effects of habitat reduction or degradation, fish harvest, hydropower development, hatchery management practices, and variations in natural conditions are now causing the decline of some of these populations” (p. 2-18).

Bellingham UGA Map – As you know, the Planning Commission recommended adding the south Caitac and south Yew St. areas to the Bellingham UGA (p. 2-35).

Policy 2BB-4 (Birch Bay UGA) – The Planning Commission added a new policy to encourage single family small lot development in the Birch Bay UGA (p. 2-68).

Policy 2CC-1 (Cherry Point UGA) – This policy, which relates to designation of Cherry Point as a Major Industrial UGA, was amended to reference the Cherry Point Environmental Aquatic Reserve Management Plan (p. 2-77). There is also background text in the Cherry Point UGA section relating to the Aquatic Reserve Management Plan (pp. 2-73 and 2-74).

Policy 2CC-11 (Cherry Point UGA) – A new policy was inserted relating to public access in the Cherry Point area (p. 2-78).

Policy 2GG-3 (Rural Rezones) – This policy contains criteria for rezoning Rural one dwelling/10 acre (R10A) zones to allow higher densities. The Planning Commission recommended deleting the following sentence from this policy: “Uses and densities within the Rural designation should reflect established rural character” (p. 2-92). This phrase was originally inserted in the Comprehensive Plan by Ordinance 2011-013, which was a package of amendments to address a Growth Management Hearings Board ruling relating to the rural element.

Thank you for your consideration of this matter. We look forward to discussing it with you.
Memorandum

TO: WHATCOM COUNTY COUNCIL
FROM: Regina Delahunt, Director
DATE: FEB 16, 2016
RE: HEALTH REVIEW OF 2016 COMPREHENSIVE PLAN--LAND USE CHAPTER

Overview:
As one step in the implementation of the County’s Healthy Planning Resolution #2015-038, Health Department staff will provide an overview of health recommendations for selected chapters of the 2016 Comprehensive Plan Update to the County Council. The attached matrix includes recommendations for the Land Use Chapter that were provided to County Planning and Development Services (PDS) staff and describes current status in the Planning Commission’s recommended draft.

Process:
The process for developing and incorporating the recommendations included:
- Technical review of the 2008 Comprehensive Plan by Alta Planning and Design (2013), identifying opportunities to strengthen specific policies in the plan from a health perspective
- Planning workshop to prioritize health topics and associated policy recommendations with Public Health Advisory Board (PHAB), PDS staff, health department staff, and community stakeholders (March 2014)
- Refinement of policy recommendations based on PHAB, County PDS and stakeholder input (Spring 2014)
- Correspondence and connection with County PDS to integrate recommendations into draft chapters, as feasible and appropriate
- Support for PHAB feedback to Planning Commission on specific issues and recommendations
- Review and analysis of the status of health recommendations in the Planning Commission’s draft chapters.

Recommendations:
For the Land Use Chapter, all of WCHD’s policy recommendations were either included in the 2016 draft or otherwise adequately addressed.
There were two occurrences where the language was not added to a policy for which WCHD suggested additional language be included to strengthen the policy. The first recommendation was to add language to recognize parks and gathering areas as open spaces to be integrated in new developments (Policy 2RR-6); however this recommendation is already addressed through other mechanisms. The second was to add an explicit walkability standard to Policy 2SS-1, which encourages jurisdictions to provide parks and play areas within safe walking distance of neighborhoods. The transportation chapter includes policies that address this walkability standard for the County, and cities will determine their own standards, so the fact that a walkability standard is not included in Policy 2SS-1 is not consequential.

One of the eight policy additions we recommended was added to the Land Use Chapter. Three suggested additions are addressed elsewhere in the plan (Economics and Transportation chapters) or in existing zoning code. Three potential additions can be addressed through other mechanisms than the comprehensive plan. One recommended addition was determined to be unsuitable for rural residential areas to which it would apply.
## WCHD Recommendations - 2016 Comprehensive Plan Update

### Land Use Chapter Recommendations

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2A-1</td>
<td>Policy 2A-1: Concentrate urban levels of development within designated urban growth areas.</td>
<td>Keep.</td>
<td>High</td>
<td>✓ Retained</td>
<td>A, G, K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>GOAL 2A: Ensure provision of sufficient land and densities to accommodate the growth needs of Whatcom County and protect the qualities that make the county a desirable place to live.</td>
<td>Keep.</td>
<td>Low</td>
<td>✓ Retained</td>
<td>A, G, K</td>
<td>Rated low by stakeholder because unclear if &quot;desirable place to live&quot; includes public health interests.</td>
<td></td>
</tr>
<tr>
<td>2F-4</td>
<td>Policy 2F-4: Review and adopt, where appropriate, incentive programs such as cluster density bonuses in urban growth areas, purchase of development rights, transfer of development rights and tax deferrals.</td>
<td>Keep.</td>
<td>Medium</td>
<td>✓ Retained</td>
<td>A, G, K</td>
<td>Rated medium since overall this supports health priorities, but there was some uncertainty from stakeholder groups.</td>
<td></td>
</tr>
<tr>
<td>2H-1</td>
<td>Policy 2H-1: Review and retain regulations that serve to protect the public welfare, health, and safety.</td>
<td>Keep.</td>
<td>High</td>
<td>✓ Retained</td>
<td>A, C, D, E, F, G, J, K</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Key to Associated Evidence-based Health Impacts

Physical Activity
A: Walkable neighborhood design encourages physical activity.
B: Transit is associated with increased levels of physical activity.
C: Well-designed and accessible parks provide a space to be active, and are correlated with increased rates of physical activity.

Mental Health
D: Places that encourage or enable physical activity can help prevent and treat depression.
E: Neighborhood characteristics, including aspects of the built environment, are associated with mental health outcomes.

Injury & Safety:
F: Roadway design affects pedestrian, bicyclist, and motor vehicle safety.

Healthy Food Access
G: Proximity to a healthy food retail source is associated with better individual eating habits and reduced risk for obesity and diet-related disease, such as type-2 diabetes.
H: Local food production increases access to healthy foods.

Social Connectedness
I: The types of stores available in a neighborhood affect food access.

J: Safe and inviting public places, such as open spaces, parks and community gathering places, promote social connectedness and health.
K: Walkable, mixed-use neighborhood design can encourage social cohesion.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2X</td>
<td>GOAL 2X: Provide a sufficient Urban Growth Area for Ferndale to retain existing character and attain Growth Management Act and county land use goals.</td>
<td>Keep.</td>
<td>High</td>
<td>✓ Retained</td>
<td>A, G, K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2X-1</td>
<td>Policy 2X-1: Support City of Ferndale planning efforts for in-fill development within the existing city limits and development of its UGA.</td>
<td>Keep.</td>
<td>High</td>
<td>✓ Retained</td>
<td>A, G, K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2BB-13</td>
<td>Policy 2BB-13: Recognize the Columbia Valley UGA as a developing urban community with potential to establish a viable town center, which includes commercial uses, a variety of residential housing types, and institutional uses.</td>
<td>Keep.</td>
<td>High</td>
<td>✓ Retained, now 2BB-15</td>
<td>A, G, K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2BB-19</td>
<td>Policy 2BB-19: Explore alternatives for traffic impact mitigation including: - enhanced bus service to Sudden Valley - consideration of some additional commercial and limited light industrial development within existing Neighborhood Commercial and Resort Commercial zones to create a fuller service community to limit shopping and journey to work trips</td>
<td>Keep.</td>
<td>High</td>
<td>Removed.</td>
<td>A, G, K</td>
<td>Aligns with policy priorities re: social connectedness - Balance commercial and residential development (jobs and housing) within county to reduce the number of people who must commute a long distance to work; prioritize commercial/economic development strategies that match jobs to existing residents’ skills and employment needs.</td>
<td>Reason for change: Policy concerning enhanced bus service to Sudden Valley modified and moved to Chapter 6, Transportation. The second bullet on additional commercial and light industrial development was deleted, as Sudden Valley is now a Rural Community Type I LAMIRD and subject to limitations in Policy 2JJ-1 through 29 8.</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------</td>
<td>----------------------------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------</td>
<td>------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>GOAL 2RR:</td>
<td>Identify and protect open</td>
<td>Keep.</td>
<td>Medium</td>
<td>✓ Retained</td>
<td>A, C, D, I, K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2RR</td>
<td>space corridors within and</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>between urban growth areas.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>These corridors should</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>include trails and other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>lands useful for recreation,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>while emphasizing wildlife</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>habitat, and connection of</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>critical areas, where</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>feasible.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Policy 2RR-5: Plan greenway corridors within urban growth areas. Ensure development is consistent with these corridors through the permit process and incentive programs.</td>
<td>Keep.</td>
<td>High</td>
<td>✓ Retained</td>
<td>A, C, D, I, K</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Policy 2RR-6: Include common open space in which pedestrian and bicycle pathways may be integrated in new developments.</td>
<td>Change.</td>
<td>High</td>
<td>✓ Retained, parks and common gathering areas not included. This is addressed through other mechanisms, including Policy 9D-4.</td>
<td>A, C, D, I, K</td>
<td>Add parks or common gathering areas as common open spaces to be integrated in new developments.</td>
<td>Existing Comp Plan Policy 9D-4 is to “Promote the integration of recreational and open space opportunities in subarea planning, subdivisions and other development proposals.” Additionally, the existing Whatcom County Land Division Regulations (Title 21) include criteria for approval of long plats (generally 5 lots or more). These approval criteria already require review of provisions for open space, parks &amp; recreational facilities and playgrounds (WCC 21.05.037).</td>
<td></td>
</tr>
</tbody>
</table>

Regarding public parks, the County
<p>| 255-1 | Policy 255-1: Encourage all jurisdictions to provide adequate neighborhood parks and play areas within safe walking and bicycling distances of residential neighborhoods. | Change. | High | ✓ Policy retained, walkability standard not included | C, D, J | Add explicit walkability standard (1/4 - 1/2 mile = safe walking and bicycling distance of residential neighborhoods) Include UGAs in this walkability standard. Parks and Recreation Department stated, in an e-mail of 2/12/2016, that &quot;The County is primarily the provider of regional parks. We have assisted in helping some areas of the County establish community parks, but do not get involved in neighborhood parks. These are provided through the neighborhood associations or via the incorporated areas.&quot; Cities will determine their own standards. |
|-------------|-----------------------------|-----------------------------------|------------------------------------|-----------------------------------------------|--------------------------|----------------|----------------|
| 2TT-4       | Policy 2TT-4: Support the retention of open space and open space corridors through the use of education and incentives, such as purchase or transfer of development rights, density bonuses within UGAs, cluster development, and acquisition of easements. | Keep. | Medium | ✓ Retained | A, C, D, J, K |                      |                |
| 2UU         | GOAL 2UU: Utilize the established process for siting essential public facilities. | Keep. | High | ✓ Retained | A, G, K |                      |                |
| 2UU-2       | Policy 2UU-2: Where possible, use essential public facilities sites jointly for public benefit; trails or open space, for example, could share a corridor or site used primarily for transportation. | Keep. | High | ✓ Retained | C, D, G, J | Explicitly include farmers markets here? Markets could take place at parks, school grounds, libraries, community centers, etc. |                |
| 2VV-1       | Policy 2VV-1: Locate essential public facilities that generate traffic equal to or greater than similar-sized residential or commercial development near major transportation corridors. | Keep. Existing policy, supportive of active recreation. | Low | ✓ Retained | A, B, F, K |                      |                |</p>
<table>
<thead>
<tr>
<th>Goal/Policy</th>
<th>Sample Language</th>
<th>Recommendation</th>
<th>Priority Ranking (High-Medium-Low)</th>
<th>Status in Planning Commission Recommended Draft</th>
<th>Associated Health Impacts</th>
<th>2014 Notes to PDS:</th>
<th>2016 Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>Adopt mixed-use residential, commercial, and office zoning where appropriate to encourage walkability.</td>
<td>Add</td>
<td>High</td>
<td>✓ Added in Policy 2N-7</td>
<td></td>
<td>A, D, K</td>
<td></td>
</tr>
<tr>
<td>n/a</td>
<td>Balance commercial and residential development (jobs and housing) within county to reduce the number of people who must commute a long distance to work; prioritize commercial/economic development strategies that match jobs to existing residents’ skills and employment needs.</td>
<td>Add</td>
<td>High</td>
<td>✓ Not included. These policy suggestions are addressed in transportation and economics chapters.</td>
<td></td>
<td>K</td>
<td></td>
</tr>
<tr>
<td>n/a</td>
<td>Develop an integrated mix of land uses with the goal of all residential parcels being ½ mile of daily retail needs and ¾ mile of transit stops.</td>
<td>Add</td>
<td>High</td>
<td>✓ Not included. Not suited for rural residential areas.</td>
<td></td>
<td>A, D, K</td>
<td></td>
</tr>
<tr>
<td>n/a</td>
<td>Encourage mixed-use neighborhood design and redevelopment to include small and mid-size grocery stores, seasonal or permanent farmers’ markets, and/or mobile healthy food vendors.</td>
<td>Add</td>
<td>High</td>
<td>✓ Not included. Mixed-use zoning addressed in Policy 2N-7. ✓ Economics chapter also includes a policy that supports development of healthy food retail in underserved areas.</td>
<td></td>
<td>G</td>
<td></td>
</tr>
</tbody>
</table>

Whatcom Transportation Authority (WTA) route maps are available at [http://www.ridewta.com/](http://www.ridewta.com/). There are residential parcels throughout the County in rural areas that WTA does not serve. Additionally, WTA does not serve all residential areas within urban growth areas.

Proposed Policy 2N-7 is to “Consider mixed-use zoning, where appropriate, to encourage walkability.”
<table>
<thead>
<tr>
<th>Goal/Policy</th>
<th>Sample Language</th>
<th>Recommendation</th>
<th>Priority Ranking (High-Medium-Low)</th>
<th>Status in Planning Commission Recommended Draft</th>
<th>Associated Health Impacts</th>
<th>2014 Notes to PDS:</th>
<th>2016 Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>Ensure that small-scale healthy food retail has an appropriate zone and definition.</td>
<td>Add</td>
<td>High</td>
<td>Not included. Addressed in zoning code. Economics chapter also includes a policy that supports development of healthy food retail in underserved areas.</td>
<td></td>
<td></td>
<td>Existing commercial zoning districts already allow retail uses. These include: Rural General Commercial (WCC 20.59.051), Neighborhood Commercial Center (WCC 20.60.051), Small Town Commercial (WCC 20.61.051), General Commercial (WCC 20.62.059) and Resort Commercial (WCC 20.64.051).</td>
</tr>
<tr>
<td>n/a</td>
<td>Encourage farm stands. Recognize farm/garden stands and farmers' markets as desirable civic uses in neighborhoods, and provide sufficient space, infrastructure, and intermodal transportation access for such uses.</td>
<td>Add</td>
<td>High</td>
<td>Not included. Can be addressed outside of comprehensive plan.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------</td>
<td>------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>n/a</td>
<td>Allow agriculture on publicly owned lands, where appropriate. Examples include possible community garden or community farm sites on public property, including parks, surplus property or public easements. Prioritize the development of such sites in low-income and underserved neighborhoods, if doing so promotes equitable access to food-growing opportunities, based on identification process.</td>
<td>Add</td>
<td>High</td>
<td>Not included. Outside scope of comprehensive plan.</td>
<td></td>
<td></td>
<td>Whatcom County has entered into lease agreements with individuals to farm public property. These agreements have included hold harmless provisions and requirements for insurance. Agricultural (gardening) uses on publicly owned property can be addressed outside of the comprehensive plan.</td>
</tr>
<tr>
<td>n/a</td>
<td>Provide an easily accessible inventory of all vacant public/private lots and open space which could be used for non-rural agriculture</td>
<td>Add</td>
<td>High</td>
<td>Not included. Addressed outside of comprehensive plan.</td>
<td></td>
<td></td>
<td>The County already has maps of land with prime agricultural soils that could be reviewed by people interested in farming.</td>
</tr>
</tbody>
</table>
AB2016-47B

The following documents are available at the Whatcom County Council Office.
Literature Summary:
Access to Healthy Food
Literature Summary:
Physical Activity
Literature Summary:
Mental Health
Literature Summary:
Social Context
Literature Summary:
Injury & Safety
Healthy Planning Workshop: Summary Report

Overview + Background

Over the past five years, community improvement processes and plans have prioritized the need to focus on the built environment and relationship to health outcomes. Staff at the Whatcom County Health Department and members of the Public Health Advisory Board are involved in a project to explore how to integrate public health into community planning and design, specifically through the Whatcom County Comprehensive Plan. The goal of this project is to create a set of prioritized policy recommendations for the 2016 update of the Whatcom County Comprehensive Plan that have the potential to improve the health & well-being of Whatcom County residents. Many aspects of health are connected to community planning and design; however during this phase of the project, the focus was on policies that help achieve goals identified in the Whatcom County Community Health Improvement Plan: promoting healthy and active living by expanding access to healthy food; creating safe places to walk, bike, play and connect; and limiting exposure to harmful substances.

The purpose of the Healthy Planning Workshop was to move from generalized, best practice comprehensive plan policies that are health-promoting to specific policies that are best suited for the Whatcom County comprehensive plan.
## WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2016-047A

### CLEARANCES

<table>
<thead>
<tr>
<th>Originator</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt W. Aamot</td>
<td>M.A.</td>
<td>2/10/2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Division Head</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Personius</td>
<td>2-16-16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept. Head</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sam Ryan</td>
<td>2-10-16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prosecutor</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royce Buckingham</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchasing/Budget</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>2-12-16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Louws</td>
<td>-</td>
</tr>
</tbody>
</table>

### RECEIVED

**FEB 16 2016**

**WHATCOM COUNTY COUNCIL**

### TITLE OF DOCUMENT:

Discussion and preliminary Council direction on Comprehensive Plan Chapter 1 (Introduction and Growth Projections).

### ATTACHMENT:

1. Cover letter

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

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

### Should Clerk schedule a hearing? ( ) Yes (X) NO

### 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.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to discuss Chapter 1 (Introduction and Growth Projections) and receive preliminary direction from Council.

### COMMITTEE ACTION:

1/12/2016: Presented and Discussed

### COUNCIL ACTION:

**1/12/2016:** Presented and Discussed

---

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](http://www.co.whatcom.wa.us/council).
Memorandum

TO: The Honorable Jack Louws, Whatcom County Executive
    The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Assistant Director

DATE: February 10, 2016

SUBJECT: Comp Plan Update – Chapter 1 (Introduction and Growth Projections)

As you know, staff made a presentation to the Council’s Committee of the Whole relating to Comprehensive Plan Chapter 1 – Introduction and Growth Projections, on January 12, 2016. We are asking the Council Committee to review and make any preliminary changes to Chapter 1 on February 23, 2016.

The Council has requested a summary of the substantive changes made by the Planning Commission. The Planning Commission considered Chapter 1 on March 12 and October 22, 2015. Planning Commission changes to the staff draft include the following:

**Growth Management Act Goals** – The Planning Commission recommended inserting Growth Management Act (GMA) planning goals in Chapter 1 (pp. 1-1 and 1-2). The GMA goals are currently in the back of the Comprehensive Plan in Appendix C. The Planning Commission wanted to move them to the front of the Comprehensive Plan.

**Growth Management Act Update Requirements** – A reference to the GMA provisions (RCW 36.70A.130) that require the combined Comprehensive Plan update and urban growth area review in 2016 was inserted (p. 1-4).

**Bellingham UGA Population** – The multi-jurisdictional resolution approved by the County Council and Bellingham City Council contained a preliminary population allocation for the Bellingham UGA of 35,918. However, City of Bellingham Resolution 2015-14, approved by the City Council on August 31, 2015, recommended a Bellingham UGA population growth allocation of 28,398 over the planning period. This is the medium allocation from *Whatcom County Population and Employment Projections and Urban Growth Area Allocations - Phase I Technical Report* (BERK, 2013). The County Planning Commission recommended increasing the population growth allocation for the Bellingham UGA to 35,918 people over the planning period.
The Planning Commission Findings of Fact and Reasons for Action (January 14, 2016) indicated that this would allow more people to live near work, thereby decreasing impacts to the transportation system and the environment. The County Council’s Committee of the Whole provided preliminary direction on February 9, 2016 to use a population allocation of 31,050 for Bellingham, which was an alternative in the Final EIS.

**Nooksack UGA Population** – The multi-jurisdictional resolution approved by the County Council and Nooksack City Council contained a preliminary population allocation for the Nooksack UGA of 1,035. The City of Nooksack revised their proposed population allocation to 990 in August 2015. This change would bring the proposed population allocation in balance with the land capacity in the proposed UGA. The Planning Commission concurred with Nooksack’s revised population proposal (p. 1-11).

**Nooksack UGA Employment** – The multi-jurisdictional resolution approved by the County Council and Nooksack City Council contained a preliminary employment allocation for the UGA of 290. The City of Nooksack revised their proposed employment allocation to 115 in August 2015. This change would bring the proposed employment allocation in balance with the land capacity in the proposed UGA. The Planning Commission concurred with Nooksack’s revised employment proposal (p. 1-14).

**Ferndale UGA Employment** – The multi-jurisdictional resolution approved by the County Council and Ferndale City Council contained a preliminary employment allocation for the UGA of 2,802. The City of Ferndale revised their proposed employment allocation to 4,000 in August 2015. This change would bring the proposed employment allocation into closer balance with the land capacity in the proposed UGA. The Planning Commission concurred with Ferndale’s revised employment proposal (p. 1-14).

Thank you for your consideration of this matter. We look forward to discussing it with you.
Proposed Council Changes to Comprehensive Plan

Chapter 1 - Introduction

p. 1-5, lines 43-45: Approximately 73% of the population growth between 1980 and 2013 was due to in-migration of people from outside the area seeking jobs, life styles, and/or amenities found in Whatcom County. (Brenner)

p. 1-15, lines 16-17: Areas most influenced by seasonal residency include Pointer Roberts, Birch Bay, Sudden Valley, and the Foothills Subarea. (Brenner)

p. 1-17, lines 44-45: Resource land uses, which include agriculture, forestry, aquatic, and minerals, are the largest category of land use in Whatcom County. (Weimer)
Discussion and preliminary Council direction on Comprehensive Plan Chapter 4 (Capital Facilities).

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.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to discuss Comprehensive Plan Chapter 4 (Capital Facilities) and receive preliminary direction from Council on February 23, 2016.
As you know, staff made a presentation to the Council's Public Works, Health and Safety Committee relating to Comprehensive Plan Chapter 4 – Capital Facilities, on January 26, 2016. We are asking the Council Committee of the Whole to review and make any preliminary changes to Chapter 4 on February 23, 2016.

The Council has requested a summary of the substantive changes made by the Planning Commission. The Planning Commission considered Chapter 4 – Capital Facilities on April 9 and May 14, 2015. Planning Commission changes to goals and policies in the staff draft include the following:

**Goal 4B – (Level of Service or LOS)** – The existing goal is to develop a six-year financing plan to meet the “county’s levels-of-service.” The Planning Commission modified this goal to address the “county’s adopted levels-of-service” (p. 4-5).

**Goal 4D – (Law Enforcement/Corrections)** – Existing Goal 4D addresses “facility expansion” for the County’s law enforcement and corrections functions. The Planning Commission modified this Goal to address “facility improvement and expansion” of these facilities (p. 4-5).

**Policy 4D-2 (Correction Facilities/Sheriff’s Headquarters)** – Staff proposed a new policy relating to development of new adult correction facilities and Sheriff’s headquarters on a single campus. The Planning Commission deleted the words “new” and “on a single campus.” The Commission also added “Existing facilities may be expanded or new facilities developed in response to increasing need.” Additionally, after consultation with the Chief of Corrections, language was added to the policy outlining the multiple factors that are relevant in determining the number of jail beds in adult correction facilities (p. 4-6).
**Policy 4D-3 (Juvenile Detention)** – Staff proposed a new policy relating to juvenile detention facilities. The Planning Commission added “Existing facilities may be expanded or new facilities developed in response to increasing need” (p. 4-6).

**Policy 4D-4 (Emergency Management)** – Staff proposed a new policy relating to emergency management facilities. The Planning Commission added “Existing facilities may be expanded or new facilities developed in response to increasing need” (p. 4-6).

**Policy 4F-1 (Parks and Trails LOS)** – The Planning Commission moved the park and trail LOS standards from Policy 4G-2 to Policy 4F-1 so that these standards appear under Goal 4F, which also addresses park and trail LOS (p. 4-7). The Commission did not change the parks' and trails LOS standards. However, we would note that the Planning Commission concurred with the Parks & Recreation Commission’s recommendation of June 19, 2014 to delete the activity center LOS (that was replaced with Policy 4F-5, which is supportive of activity centers).

Thank you for your consideration of this matter. We look forward to discussing it with you.
Proposed Council Changes to Comprehensive Plan

Chapter 4 – Capital Facilities

p. 4-6, Goal 4F: Achieve level of service standard for parks and trails identified in this chapter. Support objectives and priorities identified in the Comprehensive Parks, Recreation and Open Space Plan, in the Natural Heritage Plan, and in this plan. Support objectives and priorities identified in relevant plans, including this plan. (Brenner)

p. 4-7, Policy 4F-4: Place a high priority on improvements to existing county recreational sites and facilities and using them to their full potential, including those outlined in the Whatcom County Comprehensive Parks, Recreation and Open Space Plan, before investing capital in the acquisition and development of new facilities. (Brenner)

p. 4-9, Goal 4H: Coordinate with non-county facility providers such as cities, school districts, and special purpose districts to support the future land use pattern promoted by this plan. (Donovan)
WHATCOM COUNTY COUNCIL

Special Committee of the Whole

November 10, 2015

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 2:12 in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

1. DISCUSSION REGARDING POSSIBLE CHANGES TO THE GENERAL AREAS OF RESPONSIBILITY ASSIGNED TO COUNTY COUNCIL COMMITTEES AND A PROPOSAL TO RENAME THE COUNCIL’S PUBLIC WORKS, HEALTH, AND SAFETY COMMITTEE (AB2015-340)

Brenner stated more issues should be going to her committee, but many are only going to Finance Committee.

Mann stated criminal justice is a huge issue. The question is how the County Council will demonstrate some leadership on this issue. His goal is to send the message that Public Works, Health, and Safety Committee is the place to have discussion about the jail, the triage center, and the Incarceration Prevention and Reduction Task Force. However, those issues are only going to the Finance Committee. They need more discussion and interaction with the administration and Sheriff through that committee. The Council needs a bigger role.

Weimer stated he agrees with Councilmember Mann. It makes sense to hear about programs in the correct committee, while the actual contracts can go to the Finance Committee.

Buchanan stated he also agrees. Programs should be discussed in the appropriate committee, and then finances should be discussed in the Finance Committee.

Sidhu stated 60 percent of the County budget is spent on public safety. However, it seems public safety issues are presented to the Council less often than other issues. The Council has a responsibility to the residents to engage in issues and be subject to public scrutiny.
Brenner stated public works issues also go straight to Finance Committee, not the Public Works Committee. Anything regarding a program should go to a related committee first.

Dana Brown-Davis, Clerk of the Council, asked the Committee of the Whole to give her direction on how to change the code.

Weimer stated they are fine with keeping the current committee name, and don’t want to change the name of the committee or the code. Policy and program discussions should go to the committee for discussion before the contracts show up in the Finance Committee.

The Committee of the Whole concurred.

Kremen stated things need to be routed differently.

Weimer stated the councilmembers don’t see the agenda until they get the packet. A draft agenda could go to the Council Chair for review before it’s finalized.

Kremen stated the draft agenda could go to all councilmembers. Brown-Davis stated the timelines make it difficult for her to wait for feedback from all councilmembers.

Mann stated he trusts Ms. Brown-Davis to respond to the Council’s concerns accordingly after this discussion.

Weimer stated they need to let the administration know about having programmatic discussions before approving contracts.

Tyler Schroeder, Executive’s Office, stated he will consult with the Clerk about the best way to schedule programs versus contracts.

Mann stated the councilmembers can also request more programmatic information from the administration.

2. DISCUSSION REGARDING WORK ASSIGNMENT PROPOSALS FOR THE COUNCIL’S LEGISLATIVE ANALYST (AB2015-341)

Weimer stated they need to make clear how the Council decides to give direction to the policy analyst. In the past, the Council required a two-thirds majority vote to give direction.

Brenner stated individual councilmembers shouldn’t monopolize his time in any way. Assignments should go through the Council. She would be fine with assignments approved by either majority or supermajority.

Buchanan moved to authorize work assignments to the Council legislative analyst by a majority vote of the Council. The motion was seconded.

Kremen stated the Whatcom County Council is the only council in the State that is part-time. In other counties, each councilmember has full-time staff assistants in addition
to the administrative staff. If they are going to require a majority, any councilmember with
different views would never get assistance from the legislative analyst.

Weimer stated they don’t want to put the policy analyst in the position of being
between two sides of an issue.

Brenner stated his work must be focused on the issues that are important to the
majority or supermajority. It wasn’t a problem before.

Buchanan stated that he will have a full workload with items assigned by the full
Council, and there wouldn’t be time to work on other issues anyway.

Mann stated he would like the legislative analyst to distill information for the
councilmembers, not come up with answers for the councilmembers.

Kremen stated he envisioned having someone who would assist councilmembers with
their jobs, not research issues, as long as they don’t abuse the privilege. He envisions the
staff person looking into things that a constituent brings up, for example.

Browne stated he cautions the Council from asking certain questions that would
suggest a bias one way or another. A hybrid approach could be to divide the legislative
analyst’s time between official Council assignments and by time allotted to each
councilmember.

Weimer stated major work assignments should be assigned by the Council, but that
doesn’t prevent the councilmembers from asking small questions as necessary.

Buchanan stated that’s how it worked at the City. It was left up to the analyst’s
discretion. Anything outside the scope of a short conversation had to be approved by the
Council. The City allowed the analyst to use his own discretion on those matters.

Browne stated it’s not hard for him to keep track of his hours, like lawyers do. If
constituents have questions that require research, he doesn’t want to have to bring up the
issue before the public and breach that constituent’s privacy by putting something on the
public record at the beginning stage of a question. He would rather ask the analyst.

Brenner stated councilmembers were elected to do just that for constituents.
Funnel those questions through the Clerk of the Council. The analyst should do what he
needs to without pressure from individual councilmembers.

Mann stated this position should not be doing the administration’s work or the
councilmembers’ work. He’s envisioned a person who would provide information
independent from the administration on complex issues. They don’t need to keep track of
his time or assign an allotment of time to each councilmember.

Sidhu stated Councilmember Kremen stated any councilmember can have important
information and should be able to ask questions, as long as it isn’t abused. However, it’s
not a good idea to require a majority for everything.
Forrest Longman, Council Office, stated he is comfortable being able to draw the line between Council assignments and individual requests.

Browne stated that if the entire work schedule requires approval of the full Council, then everything becomes public. Some of the questions the councilmembers have asked about have resulted in answers that councilmembers didn’t need to bring up publicly, because it would have created the wrong impression or cast aspersions on someone. It’s not appropriate to force every assignment through public debate.

Brenner stated she’s not sure that he is supposed to look up confidential information about people. She asked if Mr. Longman is comfortable telling any councilmember that they’ve talked enough. Longman stated he is. He works for the entire Council, regardless of how friendly he is with one person or another. He’s a professional and can keep that context.

Kremen stated they have selected the right person for the job. The process will evolve over time. Things will work out. Use common sense, courtesy, and respect.

Brown-Davis stated she encourages the Council to require a majority vote for major assignments. Many times she’s worked on something for a councilmember for hours, and yet no other councilmember has been interested.

Browne stated allocate a certain amount of Mr. Longman’s time, such as an hour, per councilmember each week that doesn’t require a Council vote.

The motion to require a majority vote for major assignments carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

Brenner stated she’s opposed to assigning more than an hour of Mr. Longman’s time per week to each councilmember.

Kremen stated that if a problem develops, they can take action. For now, just proceed with respect and common sense, and see how things go. If necessary, they can define it further in the future.

Sidhu stated allocating some time for each councilmember is a good thing. An individual member may have different ideas and need to learn information. One hour per week doesn’t overload anyone. If there is an abuse of that time, Mr. Longman would speak up. Enable councilmembers to take questions to him.

Brenner stated it’s the job of the councilmembers to look into things. Councilmembers are smart enough to look into things themselves.

Sidhu stated councilmembers have limited time and knowledge about issues. Councilmember Brenner has many years on the Council. New people need help once in a while.
Browne stated he treats the analyst’s position as a specialist to either use their skill and experience to help him solve a problem or use their knowledge to tell him where to get the information to solve the problem on his own. He expects to be able to go to an analyst and ask where to get the information he needs. That isn’t an abdication of his responsibility to the public. It leverages his time to the public’s benefit.

Buchanan stated it’s premature to start assigning time per councilmember. They need feedback first, before making that kind of a decision.

Weimer stated he agrees with Councilmembers Kremen and Buchanan. Leave the process loose now, and see how things go.

Browne moved to see how things go and revisit this in 90 days. The motion was seconded. Mann suggested a friendly amendment to revisit in six months, not 90 days. Browne accepted the friendly amendment to revisit the process in six months.

Weimer stated he will not vote for the motion. There is already a feedback loop through the Council Chair and Council Clerk.

The motion carried by the following vote:

**Ayes:** Mann, Sidhu, Browne, and Kremen (4)

**Nays:** Weimer, Brenner and Buchanan (3)

Kremen stated it’s common practice to do a general overall evaluation and review after a certain amount of time.

Brenner moved that the six month review should be a full employee evaluation, not just a review of whether councilmembers need an hour of his time per week. They can talk about what is working well and what can be done better. The motion was not seconded.

Weimer asked what work assignments should be given to Mr. Longman.

Browne stated a potential assignment is to do a review of all the committees in the County, including doing a survey of where they are, determining when the next deliverables are due, talking to the committee chairs and members to see if they’re functional and what they need, determining their strengths and weaknesses, and determining if the Council can do anything to make them more effective.

Mann stated such a review would help Mr. Longman learn everything the County is doing and develop relationships around the County.

Brenner stated also look into finding out which committees have money assigned to them for facilitation and other work.

Sidhu stated he supports the motion. Some committees may no longer exist, and haven’t been formally closed. Whenever the Council makes a new committee, most should
include a sunset date, so there is an automatic review. He started to work on such a
review, and would like to help with that project.

Weimer stated he would like to look also at the committees that the Executive
appoints.

**Browne moved** to assign to the legislative analyst an in-depth review of Council
advisory committees. The motion was seconded.

**Kremen suggested a friendly amendment** to do a review, but delete the words
"in-depth."

**Browne accepted** the friendly amendment.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

Brenner stated assign Mr. Longman to research issues regarding the jail. Provide a
general overview.

Weimer stated they need to be more specific.

Mann stated it is a big topic. The first step would be for Mr. Longman to get up-to-
speed on what the recent proposal was and what the current population is. He could attend
the Task Force meetings, work with the jail planner, and attend meetings with staff and the
jail.

Browne stated he agrees, but don’t duplicate the efforts of the Task Force facilitator.

Mann stated attending the Task Force meetings and listening to the discussion is the
assignment.

Brenner stated he could also listen to the recordings after the meetings.

Browne asked what is the deliverable the Council will get from Mr. Longman at the
end. The Council is asking him to leverage the councilmembers’ time and do things that the
councilmembers don’t have the time, resources, or experience to do. He wants to make
sure they will get something of value at the end of it that they wouldn’t get from some other
source.

Kremen stated it makes sense for Mr. Longman to become more familiar with the jail
issue. Right now, the Council doesn’t know what it will do and when. It isn’t prudent for
Mr. Longman to immerse himself educating himself about a jail when the County doesn’t
know if or when it will ever be built. The Council, Sheriff, and Executive should work in
tandem as they move forward. The Council should be more emphatic about working with
the Executive branch and the other elected and administrative officials. He doesn’t need to
spend a significant amount of time on the jail at this point.
Brenner stated she would like to hear from Mr. Longman about the pros and cons of different things, such as jail size and services. The Task Force has an agenda. It would be nice if the Council could hear the pros and cons of their agenda.

Weimer stated at some time soon, the Task Force will start identifying key issues. Once those issues are identified, the Council can assign Mr. Longman to look at those issues. Until he gets caught up on the issue, there isn’t a deliverable other than becoming knowledgeable.

Browne stated the Council passed a resolution to build three models to help the community work out the right size of the jail and correct cost allocation. The Executive doesn’t have enthusiasm for that at this point, because the sales tax initiative didn’t pass. Those questions still need to be answered. They could direct Mr. Longman to build those models.

Weimer stated he could get caught up on the issues, and then talk to the Council about what will go into the models.

Browne stated he could draft the model as part of the deliverable. He should be able to understand the issues enough so he can put together a model that is accessible to the entire public.

Brenner stated she likes the idea of Mr. Longman reporting to the Council to begin with. He should not provide deliverables without the Council giving him direction on what should be in the deliverable.

Browne stated that when they define a deliverable, they give him instructions about what they want to receive.

Brenner stated the Task Force would be a better way to come up with those kinds of deliverables. Mr. Longman should be aware of what the Task Force wants in general terms, not in deliverables.

Sidhu stated the information the Council received on the jail from April through August 2015 seemed one-sided. It needs to be reviewed. There is existing data that should be validated. He was frustrated with the standard answers to the questions that the councilmembers asked. Mr. Longman can research the data and determine whether the councilmembers’ questions were adequately answered.

Weimer stated he’s not sure they’re ready to make a list of what the Council wants in the model or what those deliverables are. Let Mr. Longman get caught up and come up with a report on where the disagreements seemed to occur.

Browne stated the first model was to determine the true jail use among the jurisdictions. That model uses data that already exists. The second model was to determine the correct size of the jail and how the efforts of the Task Force, if implemented, will affect the demand. That question can’t be answered now because the Task Force hasn’t finished its work. That model will show changes if the County adopts certain recommended programs. The third model is the impact between the jurisdictions on the different financial methods, which is a later issue.
Mann moved to assign to the legislative analyst tasks to get caught up on the jail issue, learning what the conversation has been, listening to past meetings, and attending or listening to future meetings. He should come back to the Council in 90 days with a report and asking for the next level of assignment. The motion was seconded.

Brenner suggested a friendly amendment that Mr. Longman present ideas on what needs to be figured out.

Mann accepted the friendly amendment.

Browne suggested a friendly amendment that he identify things that should go into the models from the resolution.

Mann accepted the friendly amendment to identify things quantifiable that could be in the model, but he shouldn’t begin creating a new model. The administration should be working on the model. Don’t assign things the administration should be working on. The analyst should ground-truth any report or data the Council receives.

Browne stated the administration hasn’t refused to do the model. Now that the funding source is not available, there is less urgency.

Buchanan asked if this request is clear to Mr. Longman. Longman stated he’s hearing that they want him to learn about the jail, figure out what the big issues are, and report on what he’s identified as the big issues and questions, in a quantifiable way.

Weimer stated Mr. Longman should talk with each councilmember about their thoughts on the jail.

Browne stated the DLR report, which was attached to the resolution, identified 20 variables that could affect the jail population. The report didn’t include any kind of formula. Keep track of and quantify the issues that could affect jail population.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

Weimer stated the Council is the supervisor for the Hearing Examiner. The Hearing Examiner contract is running out at the end of this year. Another huge project is coming up in the future. Think about doing a separate contract for another hearing examiner, or letting this Hearing Examiner do the project and find someone else to do his general work. The Hearing Examiner contract as written now gives him the authority, not the Council, to make that decision. He moved to assign Mr. Longman the task of seeing how other counties deal with their hearing examiners, whether there are hearing examiners that specialize in port facilities, and to give the Council some options. The motion was seconded.

Brenner stated she thought it was clarified that it would be a completely separate contract.
Weimer stated he checked, and it has never been clarified. The current Hearing Examiner is interested in taking on the work himself, so the Council needs to make it clear about what work he is bidding on.

Brenner stated she would like it to be a completely separate hearing examiner. The project applicant is paying those costs, so it may be a conflict of interest to have him do both.

Weimer stated that’s the direction he’s leaning, but Tyler Schroeder made a good point that the current Hearing Examiner knows the County’s laws and rules, so they shouldn’t hire someone from Seattle who doesn’t know them and who is more apt to make a mistake.

Browne stated he supports the motion. He’s prone to allow the current Hearing Examiner an opportunity to work on the large project. He has served the community for a long time. If he wants that opportunity to pursue it, the Council should consider it.

Weimer stated they have to go through a competitive bid process at the end of the year, so there should be no assumption that the current Hearing Examiner is part of this at all. At this time, the Council shouldn’t talk about it as if he was going to be appointed.

Mann stated he would like to know what other counties do in similar situations and whether there are port specialists.

Browne stated that if one hearing examiner works only on that project, the County won’t need that person at the end of that project.

Buchanan stated that would be the contract.

Weimer stated change the clause in the current contract that allows the current Hearing Examiner to hire another hearing examiner when the caseload becomes too much.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

Sidhu stated assign to Mr. Longman a study of the economic development opportunities in Whatcom County. Learn what other counties have done. Consider what it would take to bring in Canadian businesses and other businesses from the south. See how other counties are presenting themselves as a good place to locate. Identify those factors. Analyze what they are doing well and what they are not doing well.

Brenner stated work with the University and local chambers of commerce, who would come up with ideas. Mr. Longman could analyze those ideas.

Sidhu moved to assign a comparative study of economic development factors that could benefit Whatcom County to bring jobs here. The motion was not seconded.

Browne stated that is the job of the associate development organization (ADO). Whatcom County is one of four counties in the state that has chosen the Port to be their
ADO. There are organizations that specialize in exactly that. It may be more appropriate to find one of those organizations that does this work around the country. Skagit County has been very successful. It has a very different structure. Their ADO is run by a board of 18 people, 14 of whom are from the private sector. Four are from the government sector. Also, Skagit County spends $5 per capita on economic development. Whatcom County spends $1 per capita. He would work with Councilmember Sidhu on this issue. The County’s economic development investment (EDI) money isn’t being well-used. It doesn’t create a lot of long-term jobs.

Weimer stated take a very targeted look at what other counties do and how other counties use their EDI money and what County money is used to do those things. Compare Whatcom County to what the Economic Development Association of Skagit County (EDASC) does.

Mann stated water is a big issue for the County, including the water action plan, Planning Unit, water resources inventory area (WRIA) 1, and the Tribes’ allocation. The legislative analyst should have a good grasp on water issues in Whatcom County. Read the water action plan and Planning Unit minutes. He should learn about water rights and water allocation, flooding, drinking, and irrigation.

Brenner stated that suggestion is too broad and should be more specific.

Longman stated he has much to learn about the County in general, in addition to these topics. He will be reading about many of these issues to familiarize himself with everything going on in this organization so he can be a strong resource for the Council.

Browne stated Mr. Longman should also study the transfer of development rights (TDR) and purchase of development rights (PDR) programs. He was disturbed that the County would not be eligible for federal funding for the reverse auction program.

Weimer stated that this summer, he would like Mr. Longman to help the Council interpret the budget when it comes forward.

Browne stated have Mr. Longman research what other jurisdictions do for their purchasing policies, about which there is some tension between the Council and administration.

Kremen stated the County is bound by the Charter on what it can and can’t do about its purchasing policy. The Council has a pretty good idea of what they do and don’t want to do.

Browne stated there have been several instances in which the County only receives one or two bids on the contracts it lets. Other jurisdictions may have found a way to encourage more bidders, which would automatically give the County better pricing. Consider how the County could get more bids and what are the policies of other jurisdictions when contract costs expand due to a contract scope that incrementally expands.

Kremen stated that is an administrative issue, not a legislative issue. He agrees the process needs to be improved. The Council’s new analyst is learning about the job. Don’t prioritize the purchasing policies.
Brenner stated the Council can change the policy. Bid procedures and contract management are issues separate from the purchasing code changes that the Council wanted to approve.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 3:44 p.m.

The Council approved these minutes on ______________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk  Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Regular County Council Meeting  

November 10, 2015  

CALL TO ORDER  

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.  

Absent: None.  

FLAG SALUTE  

ANNOUNCEMENTS  

Weimer announced an opening on the Planning Commission. He reported for the Committee of the Whole on the discussion regarding possible changes to the general areas of responsibility assigned to County Council committees and a proposal to rename the Council’s Public Works, Health, and Safety Committee (AB2015-340) and a discussion regarding work assignment proposals for the Council’s Legislative Analyst (AB2015-341).  

PUBLIC HEARINGS  

1. RESOLUTION APPROVING THE WHATCOM COUNTY 2016 ANNUAL CONSTRUCTION PROGRAM (ACP) (AB2015-305)  

Weimer opened the public hearing and, hearing no one, closed the public hearing.  

Browne moved to approve the resolution, excluding items R5 and R8, to vote on them separately. He will abstain from voting on those items. The motion was seconded.  

The motion carried by the following vote:  

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)  

Nays: None (0)  

Weimer moved to approve the entire resolution. The motion was seconded.  

The motion carried by the following vote:  

Ayes: Brenner, Mann, Sidhu, Buchanan, Weimer and Kremen (6)  

Nays: None (0)
2. RESOLUTION REGARDING WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT SIX-YEAR WATER RESOURCES IMPROVEMENT PROGRAM FOR THE YEARS 2016 THROUGH 2021 (AB2015-318)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Jon Hutchings, Public Works Department Director, gave a staff report and described the projects completed in 2015, which will come off the 2016 list, and changes for 2016 and beyond.

Sidhu stated the flood control funds are used for water quality projects, but that can be confusing for people. Add wording to the title of the fund that indicates the money can also be spent on water quality projects. Hutchings stated they should discuss it.

Weimer opened the public hearing and, hearing no one, closed the public hearing.

Brenner moved to approve the resolution. The motion was seconded.

Brenner asked in which fund it is appropriate to designate money for the Planning Unit.

Weimer stated the one-year program is being introduced tonight.

Brenner stated it seems any changes would have to be initiated by the administration if the Council doesn't make changes tonight. She asked if they can hold the budget decision in Council for two weeks.

Tyler Schroeder, Executive’s Office, stated a good opportunity to discuss a budget for the Planning Unit is during the surface water work session next week, then they can add something on November 24.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

3. RESOLUTION AMENDING THE BYLAWS OF THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS (AB2015-319)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Weimer opened the public hearing and, hearing no one, closed the public hearing.

Kremen moved to approve the resolution. The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

4. ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20 AND THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATED TO DEVELOPMENT REGULATIONS IN LIMITED AREAS OF MORE INTENSIVE RURAL DEVELOPMENT (LAMIRDS) (AB2015-085A)

Gary Davis, Planning and Development Services Department, gave a staff report and stated Futurewise had some objections to the ordinance as introduced, so he would like the Council to introduce a new ordinance tonight and have another public hearing in two weeks. The size and use table for type one limited areas of more intense rural development (LAMIRDS) in section 20.80.100(1) is Growth Management Act (GMA)-compliant, however exceptions to the chart were not GMA-compliant. Also, two LAMIRD boundaries were found to be out of compliance, because a couple of properties didn’t meet the LAMIRD criteria. This ordinance deletes the exceptions in the table, and includes a new exception that allows a larger public community facility. After the hearing, he would like the Council to introduce a new ordinance that removes changes to Chapters 20.63 and 20.64 that includes changes that Futurewise would like to make.

Brenner asked if the changes are scrivener’s errors. Davis stated they aren’t. They are more about clarity.

Mann asked what happens if the Council adopts this ordinance. He asked if it ruins the settlement agreement.

Karen Frakes, Prosecutor’s Office, stated she doesn’t know what Futurewise will do, but it’s possible they could appeal to the Hearings Board, and they will have an entirely new appeal.

Weimer opened the public hearing and, hearing no one, closed the public hearing.

Mann moved to adopt the ordinance. The motion was seconded.

Brenner stated she is concerned that a good-sized grocery store can’t be developed in eastern Whatcom county for the residents who live out there. She asked if this will prevent such a development. Davis stated there is general commercial zoning in the Columbia Valley urban growth area (UGA) up to 35,000 square feet.

Brenner asked the size limit at the current Dodson’s grocery. Davis stated the grocery is subject to the 1990 size requirements in the table.

Brenner stated they allowed an exception for the same size and type that exists now. Davis stated those are the exceptions being eliminated.

Brenner stated that if they don’t have decently-sized grocery stores in that area, they aren’t discouraging people from driving all over the county. She asked if anyone brought up that specific issue to Futurewise during the negotiation. Futurewise advocates for allowing people to do things locally so they don’t have to travel. Before this came up, they could do that. Frakes stated that even with the exception, one would have to still show that it is consistent with the 1990 environment, which would be difficult to do.
Kremen moved to table.

The motion carried by the following vote:
Ayes: Sidhu, Browne, Buchanan, Weimer and Kremen (5)
Nays: Brenner and Mann (2)

Browne stated they must table to a specific time or indefinitely.

Kremen moved to table indefinitely. The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer and Kremen (6)
Nays: Mann (1)

OPEN SESSION

The following people spoke:
- Wendy Harris spoke about the Wildlife Advisory Committee.
- Joy Gilfilen, Restorative Community Coalition President, spoke about the Incarceration Prevention and Reduction Task Force.
- Irene Morgan, Restorative Community Coalition Founder, spoke about the jail sales and use tax ballot measure.
- Clayton Petree submitted a handout (on file) and spoke about a settlement proposal regarding the Yew Street area.
- Steve Jordan, Sumas City Planner, spoke about the Planning Commission vacancy.

CONSENT AGENDA

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY FOR THE ONGOING OPERATION AND MAINTENANCE OF THE COUNTY’S SIX STREAM GAGES WITHIN THE NOOKSACK RIVER FOR EARLY FLOOD WARNING AND FLOOD RESPONSE IN THE AMOUNT OF $92,750 (AB2015-328)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Browne reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda item two. The first item is held in committee.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)
1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A
CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND RH2
ENGINEERING TO COMPLETE THE UPDATE OF THE COORDINATED WATER
SYSTEM PLAN IN THE AMOUNT OF $53,751 (AB2015-327)

   (Council acting as the Whatcom County Flood Control Zone District Board of
Supervisors.)

   Browne reported for the Finance and Administrative Services Committee and stated
this item was held in committee.

   Weimer stated there seemed to be concerns about the cost overrun, but they need
to move this plan forward, because it’s part of the Comprehensive Plan. He asked if there
are issues with delaying.

   Browne stated the frustration was that they were being asked for a 25 percent
increase in the contract. The basis given for it was that the public process has gone longer
than expected. The person is effectively asking for an additional seven weeks of time at
$200 per hour. He struggles with the notion that the public process is overrun to a degree
that’s generated that. The further challenge he has is that, when he was running his
business, the expectation was that if a person is going to go over budget, he or she made
that known early, before the budget was consumed, to give management an opportunity to
address whether there were options to change the project to still stay within budget. He
personally was a bit frustrated to be asked to vote on this after all the money had been
spent.

   Mark Personius, Planning and Development Services Department, gave a staff report
and stated the plan must go to the Water Utility Coordinating Committee (WUCC) and State
Department of Health before being integrated into the Comprehensive Plan, which is due by
the end of June 2016. He anticipates bringing the Comprehensive Plan to the Council for its
review beginning in January 2016.

   Weimer asked if the consultant let the staff know that they were going to go over
budget.

   Jon Hutchings, Public Works Department Director, stated he will take steps to ensure
the Council will be informed in a more timely manner. The Council is regularly briefed on
the WUCC at the surface water work session. Staff indicated at that time that the regular
budget would not be sufficient, but they didn’t know the amount.

   The WUCC has held over 20 public meetings so far. Three additional meetings are
required. Another contingency meeting may be held if necessary. They still must write the
last two chapters and executive summary. The formal document will go to the Council for a
presentation. That information is described on Council packet page ten, which includes a
list of the timeline and estimated expenses for completing the contract. Community
momentum has been built in this exercise. Stalling it sends a message. They could delay it
two weeks without consequences. He would like an opportunity to work with the Council to
come up with ideas about how to move it off center in an appropriate way that recognizes
the needs of the Council.
Mann asked for more information on the genesis of this cost overrun. Contractors must generally stick to their bid in a bid process. He asked what happened that required a $50,000 cost overrun. Hutchings stated professional services contracts are not bid. They are awarded based on the competency and ability of the professional service provider to perform. The selection process is in the Revised Code of Washington (RCW), which recognizes that it is not a cost-based process. They select the best respondent, then the price is negotiated. In this case, there was one respondent to the call for proposals. This was before the Council six times. It was difficult to move this coordinated water system planning process forward. The unanticipated costs are included on Council packet page seven. He read the list of items.

Mann asked who underestimated the scope when it was written. Hutchings stated the staff and consultant finalized a scope of work that seemed consistent with the body of work. Ultimately, the County, including himself and his staff, make sure the scope is consistent with the Council’s intentions.

Weimer stated he is the Council representative on the WUCC. He has generally been impressed with the consultant, but issues such as fire flow and water rights are more complex than they may initially seem.

Brenner stated it happened, and it’s time to move on. She asked if they went over their allotted budget before they discussed it with the Public Works staff. Hutchings stated they did not.

Kremen asked if it’s possible to complete this task without the contractor. Hutchings stated it is not. A good portion of the work that is done has to do with design standards for water systems. The County doesn’t provide water utility services and doesn’t have staff with that knowledge. One of the contracting staff is a water utility engineer who knows about fire flow and design standards.

Brenner stated she understood the work was already done and the extra meetings were already held. Hutchings stated they were held to accommodate the development of those sections. Those need to be finished and then they need to be brought for a presentation and a public conversation about them, which will require those people to be there.

Browne stated the information indicates that this additional expense is estimated. He asked if this request could be followed by a third request. Hutchings stated they could very well roll this out for public consumption and get a response from the community that could take the County into a different direction. If he gets any sense about a change in direction, the Council will about from it in advance.

Browne stated he understands the need to pay additional money if the scope of work changes at the County’s request. He asked the chance they will come back and ask for more money. Hutchings stated staff will be involved daily in the execution of the contract, so they will know. He’s confident they will not need to come forward with a third request.

Sidhu stated the council members want the staff to be cautioned about additional expenses before those expenses are incurred. Keep communication open with the Council
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.

regarding substantial increases. If the public receives extra value from the extra expense, he is fine with it.

Weimer stated this was a public process, and the community demanded the extra work from the WUCC and contractor.

Kremen stated it would be wise to have a fixed amount of money when embarking on an exercise like this. Staff time costs must also be included. They must be more mindful of costs. It’s difficult to get support to fund any worthwhile endeavor. They have not been good stewards of the taxpayers’ dollars. This process is more complex than most would think, but they are professionals who would know to avoid these kinds of situations. In the future, it would be better to have a fixed amount and require the task to be accomplished within that amount. Certain contractors benefit from an elongated process. There should not be a reward for not getting something done in a specified timeframe.

Weimer moved to approve the request.

Mann seconded the amendment.

Browne moved to amend the contract, “Now therefore be it agreed...additional an amount not to exceed...” The motion was seconded.

Weimer stated he’s not sure whether purchasing laws allow that change.

Kremen stated he supports the amendment. It clearly states their legislative intent.

Sidhu stated the work is almost done. They just have to put it together. It’s unlikely another request will come forward. The Council can commit that this is all the funds it will provide.

Hutchings stated he is willing to take the risk that the amendment won’t be a problem.

Weimer accepted the motion as a friendly amendment.

Mann accepted the friendly amendment in his second to the motion.

The motion to approve as amended carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)

Nays: None (0)

OTHER ITEMS

1. ORDINANCE ESTABLISHING THE STORMWATER FUND (AB2015-317)

Browne reported for the Finance and Administrative Services Committee and moved to adopt the ordinance. The motion was seconded.

Brenner asked if any of this money is used for facilitation of the Planning Unit.
Jon Hutchings, Public Works Department Director, indicated it is not.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

**INTRODUCTION ITEMS**

_Brenner moved_ to accept Introduction Items one through 11. The motion was seconded.

Browne asked how the increases in spending budgets are translated into an increase in tax revenues. He asked if they are changing the amounts the County is collecting or the rate.

Tyler Schroeder, Executive’s Office, stated the proposed ordinance is not changing the existing rates. They recognize the rates and include any new construction valuation for the next year.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

1. **ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE PURPOSES IN WHATCOM COUNTY, WASHINGTON, FOR THE YEAR 2016 (AB2015-329)**


3. **ORDINANCE AUTHORIZING THE LEVY OF 2016 PROPERTY TAXES FOR COUNTY ROAD PURPOSES (AB2015-331)**

4. **ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR CONSERVATION FUTURES PURPOSES FOR 2016 (AB2015-332)**

5. **ORDINANCE ESTABLISHING THE SOUTH PASS RD/SAAR CREEK BRIDGE NO.212 FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR SOUTH PASS RD/SAAR CREEK BRIDGE NO.212 REPLACEMENT PROJECT (AB2015-333)**


7. **ORDINANCE AMENDING THE 2016 WHATCOM COUNTY BUDGET, FIRST REQUEST, IN THE NET AMOUNT OF $7,389,037 (AB2015-326A)**
8. RESOLUTION ADOPTING THE 2016 BUDGET FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND SUBZONES (AB2015-335)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

9. RESOLUTION AUTHORIZING THE LEVY OF TAXES FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2016 (AB2015-336)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

10. RESOLUTION ADOPTING THE 2016 BUDGET FOR THE POINT ROBERTS TRANSPORTATION BENEFIT DISTRICT (AB2015-337)

(Council acting as the Point Roberts Transportation Benefit District Board.)

11. ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20 AND THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATED TO DEVELOPMENT REGULATIONS IN LIMITED AREAS OF MORE INTENSIVE RURAL DEVELOPMENT (LAMIRDS) (AB2015-085B)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Brenner reported for the Public Works, Health, and Safety Committee on the committee’s briefing on crime trends in the Foothills area of Whatcom County (AB2015-339) from the County Sheriff.

Browne reported on the upcoming need to revisit the flood control zone funding mechanism. That issue will become something to focus on, particularly given the demands of the national pollution discharge and elimination system (NPDES). The consumption of that money is occurring more rapidly than its replenishment. He also wanted to remind everyone that tomorrow is Remembrance Day. He will be remembering the service of his family members.

Buchanan reported on work done this year on the emergency management services (EMS) program. Reports will be presented soon.

Mann reported on the upcoming 50th anniversary of the Opportunity Council. He also congratulated Councilmember Sidhu, Councilmember Brenner, and Todd Donovan for their election to the Council.

Weimer stated the Council will have a surface water work session next week and will approve many budget items in two weeks.

Brenner requested that staff report on how many people have repeated drug court. She reported on the Blaine/Birch Bay Chamber of Commerce annual meeting and gala.
She reported on the annual Veteran’s Day event with the Nooksack Tribal Veteran’s Association, during which she will do a reading. They must make sure to appreciate their veterans.

Kremen recognized the Council’s new Legislative Analyst, Forrest Longman.

Sidhu reported that he will be remembering his father on Veteran’s Day.

Brenner stated her father and brother both served in the military during wars. She thanked those who have served.

**ADJOURN**

The meeting adjourned at 8:24 p.m.

The County Council approved these minutes on ______, 2015.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 6:15 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Satpal Sidhu, Rud Browne, Barry Buchanan, Ken Mann, Pete Kremen and Carl Weimer

Absent: None

COMMITTEE DISCUSSION

1. DISCUSSION WITH CHIEF CIVIL DEPUTY PROSECUTOR DANIEL GIBSON REGARDING POTENTIAL LITIGATION RELATED TO AN AGENCY CONTRACT (AB2015-018) Attorney Present: Daniel Gibson

2. DISCUSSION WITH LEGAL COUNSEL REGARDING LAKE WHATCOM TMDL (TOTAL MAXIMUM DAILY LOAD) (AB2015-018) Attorney Present: Laurie Taylor

Weimer stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1)(iii) and discussion of agenda item two may take place in executive session pursuant to RCW42.30.110 (1)(ii). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Kremen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

Ayes: Sidhu, Brenner, Browne, Buchanan, Mann, Kremen and Weimer (7)

Nays: None (0)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 7:00 p.m.
The Council approved these minutes on ______ 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Committee Of The Whole  

December 8, 2015  

CALL TO ORDER  

Council Chair Carl Weimer called the meeting to order at 6:15 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  

Present:  Barbara Brenner, Satpal Sidhu, Rud Browne, Barry Buchanan, Ken Mann, Pete Kremen and Carl Weimer  

Absent:  None  

COMMITTEE DISCUSSION – CLOSED TO THE PUBLIC  

1. DISCUSSION WITH PUBLIC WORKS STAFF REGARDING A POTENTIAL PROPERTY ACQUISITION FOR THE FLOOD CONTROL ZONE DISTRICT (AB2015-018) Attorney Present: None  

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)  

Weimer stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1)(b). Executive session will conclude no later than 6:50 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.  

Kremen moved to go into executive session until no later than 6:50 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.  

The motion carried by the following vote:  

Ayes:  Sidhu, Brenner, Browne, Buchanan, Mann, Kremen and Weimer (7)  

Nays:  None (0)  

(Clerk’s Note: The Committee came out of executive session at 6:43 p.m.)  

COMMITTEE DISCUSSION – OPEN TO THE PUBLIC  

1. DISCUSSION REGARDING WORK ASSIGNMENT PROPOSALS FOR THE COUNCIL’S LEGISLATIVE ANALYST (AB2015-341)
Forrest Longman, Council Office, gave a staff report on his assignments, including a review of the various boards and commissions, how they want to handle hearing examiner contracts, and learning about jail issues and water issues.

Brenner asked how many of the approximately 60 boards and commissions meet. Longman stated most meet at least occasionally. A handful don’t meet at all. He will prepare and present a full report soon.

Councilmembers asked that Mr. Longman’s report includes information on how often each group meets, the last time they met, the last time they gave a report to the Council, and whether the scope of any committee overlaps with another committee.

Longman stated he has the capacity to take on more work assignments. Issues he’s seen come into the Council Office include water issues and the Comprehensive Plan. He asked if there are any specific jail issues he should start looking into and if the councilmembers would find it helpful if he started doing some type of legislative policy review.

Brenner stated she would like Mr. Longman to regularly go over budget amendments that come to the Council.

Mann stated he would like to know about the behind-the-scenes budget and supplemental budget request process.

Kremen stated he would like to know where the money is coming from, including the cost center, department, and fund.

Weimer asked if the Committee wants to assign to Mr. Longman a review of each budget and supplemental budget request that comes forward from the administration.

The Committee concurred.

Brenner stated she would like to know if the Executive is obligated to implement programs that the Council specifically puts into the budget.

Weimer stated the Council allocated money in the budget for certain activities that the administration never carried out. Longman stated he can follow up on those items throughout the year.

Mann stated the Council is often told, when contracts come to the Council for approval, that the Council approved the project through the budget process. He has no idea if that’s true. Figure out a better way to present that information. When contracts come forward, he would like to know where and when exactly they authorized the project in the budget.

Kremen stated that in time, when Mr. Longman gets to know the budget documents, he’ll be able to determine which budget amendments and contracts need a little bit of
scrutiny. He could set up a periodic meeting with Tyler Schroeder to go over those kinds of issues.

Longman asked the best way for him to share his information or concerns.

Kremen stated he could present a report to the Council Chair.

Kremen stated the Executive has a lot of staff who can answer questions from Mr. Longman. Put the onus on the administration to be upfront and divulge information.

Browne stated he would like to know if the administration has executed past Council resolutions. Also, the administration was asked to provide performance metrics. It would be useful to identify the metrics, and then ask for regular updates from staff. Also, he would like Mr. Longman to create a calendar of critical dates, such as the last date to make budget amendments.

Mann stated the Comprehensive Plan review is a big issue.

**Browne moved** to review a list of resolutions that the Council has approved and provide a quarterly report on their progress and to provide a calendar of key dates that they need to be aware of during the course of the year. One example is the budget thing. The other example is the contract that they gave to the Port as the associate development organization (ADO), which has a two-year window before the County can do it again. The motion was seconded.

The motion carried by the following vote:

- **Ayes:** Sidhu, Browne, Buchanan, Mann and Weimer (5)
- **Nays:** None (0)
- **Absent:** Kremen (out of the room) (1)
- **Abstains:** Brenner (1)

**OTHER BUSINESS**

There was no other business.

**ADJOURN**

The meeting adjourned at 7:00 p.m.

The Council approved these minutes on ______ 2015.

**ATTEST:**

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON
## WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2016-084

### CLEARANCES

<table>
<thead>
<tr>
<th>Originator</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
</table>

### DATE RECEIVED

**FEB 02 2016**

**WHATCOM COUNTY COUNCIL**

### TITLE OF DOCUMENT:

Ordinance regarding installation of stop signs on Jackson Road at the intersection of Bay Road.

### ATTACHMENTS:

1. Memo to County Executive
2. Ordinance
3. Vicinity Map for intersection of proposed stop sign locations
4. Stop Sign and Multi-Way Stop Warrant Analysis

### SEPA review required?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### SEPA review completed?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### Should Clerk schedule a hearing?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### Requested Date:

2/23/2016

### 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.)

To comply with RCW 46.61.200 and 47.36.110, it is found necessary to modify traffic control signs on Jackson Road at the intersection of Bay Road.

### COMMITTEE ACTION:

2/9/2016: Introduced 7-0

### COUNCIL ACTION:

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers</th>
<th>Ordinance or Resolution Number</th>
</tr>
</thead>
</table>

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](http://www.co.whatcom.wa.us/council).
Memorandum

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: January 27, 2016

Re: Ordinance to Install Stop Signs on Jackson Road

Requested Action:
This ordinance will allow for placement of stop signs on Jackson Road at the intersection of Bay Road, thereby creating an all-way stop condition.

Background and Purpose:
Citizen have expressed concerns related to the operation of the intersection of Jackson and Bay roads. Drivers not obeying the existing stop signs on Bay Road along with excessive speeds on Jackson Road create the potential for high speed T-bone type collisions.

Public Works is requesting the lowering of the speed limits entering this intersection under a separate agenda bill and ordinance. This will allow for the installation of stop signs, thereby creating an all-way stop condition under Section 2B.07 Option D of the Manual of Uniform Traffic Control Devices (MUTCD).

Information:
Bay Road currently is a stop condition at Jackson Road.

Jackson Road currently is a through (non-stop) condition at Bay Road
PROPOSED BY: Public Works - Engineering

INTRODUCTION DATE: 2/9/2016

ORDINANCE NO._______
INSTALLING STOP SIGNS ON ROADS WITHIN THE COUNTY

WHEREAS, stop sign installation has been requested by a citizen; and

WHEREAS, it is found possible to install stop signs to help control traffic, at the intersection of Jackson Road with Bay Road; and

WHEREAS, it is necessary that the existing intersection of Jackson Road and Bay Road be modified to an all-way stop.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16 as follows:

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Direction</th>
<th>Cross Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jackson Road</td>
<td>Northbound</td>
<td>Bay Road</td>
</tr>
<tr>
<td>Jackson Road</td>
<td>Southbound</td>
<td>Bay Road</td>
</tr>
</tbody>
</table>

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ___ day of ____________________, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

APPROVED AS TO FORM: ( ) Approved ( ) Denied

Chief Civil Deputy Prosecutor

Jack Louws, Executive

Date: ____________________

Page 1of 1
Vicinity Map: Proposed Stop Signs - Jackson Road
Bay Road & Jackson Road Intersection

- **Collision History**, 2010 to present (attached):

  10/9/10, NB RT turn, ran off road, DUI, property damage
  1/12/11, EB RT Turn struck SB, hit and run, injury
  5/16/13, WB disregard stop sign, struck SB LT Turn, property damage

- **Traffic Volumes** (attached):

  Jackson Road north of Bay Road (2015) - 1239
  Jackson Road south of Bay Road (2015) - 1059
  Bay Road west of Jackson Road (2015) - 1112
  Bay Road east of Jackson Road (2015) - 1384

- **Roadway classifications**:

  Jackson Road - Urban Minor Collector (18)
  Bay Road - Urban Local Access (19)

- **Current Signing**:

  Bay Road stops eastbound and westbound at Jackson Road

  Posted Speed Limits:
  Bay Road, west of Jackson Road - 25 MPH, $85^{th}$ % - 27 MPH
  Bay Road, east of Jackson Road - 35 MPH, $85^{th}$ % - 35 MPH
  Jackson Road, north of Bay Road - 25 MPH, $85^{th}$ % - 33 MPH
  Jackson Road, south of Bay Road - 40 MPH, $85^{th}$ % - 39 MPH

Multi-Way Criteria (Analysis & MUTCD Section 2B.07 attached)
A. - No
B. - No
C1. - No
C2. - No
C3. - No
D. - No

Multi-Way Stop Option D – Yes, if entering speeds to intersection lowered to 25mph.
Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

3. If the 85th percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

06 Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.
Multi-Way Stop Analysis

**Major Road**
- **Name:** Jackson Road
- **Roadlog #:** 21950
- **Milepost:** 0.42
- **FFC:** 18
- **ADT:** 1149

**Minor Road**
- **Name:** Bay Road
- **Roadlog #:** 23500
- **Milepost:** 0.23
- **FFC:** 19
- **ADT:** 1248

**Date:** 7/8/15
**Day of Week:** Wednesday

**Multi-Way Stop Minimum Entering Volumes**

<table>
<thead>
<tr>
<th>Major</th>
<th>Minor</th>
</tr>
</thead>
<tbody>
<tr>
<td>300</td>
<td>200</td>
</tr>
</tbody>
</table>

**Avg. PM Delay:** ----

85th % Speed: 33/39 MPH  85th % Speed: 27/35 MPH

### Major Road - Entering Volume

<table>
<thead>
<tr>
<th>Interval</th>
<th>Direction</th>
<th>Beginning</th>
<th>NB</th>
<th>SB</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:00 AM</td>
<td></td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>12:00 AM</td>
</tr>
<tr>
<td>1:00 AM</td>
<td></td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>1:00 AM</td>
</tr>
<tr>
<td>2:00 AM</td>
<td></td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>2:00 AM</td>
</tr>
<tr>
<td>3:00 AM</td>
<td></td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>3:00 AM</td>
</tr>
<tr>
<td>4:00 AM</td>
<td></td>
<td>6</td>
<td>3</td>
<td>9</td>
<td>4:00 AM</td>
</tr>
<tr>
<td>5:00 AM</td>
<td></td>
<td>16</td>
<td>5</td>
<td>21</td>
<td>5:00 AM</td>
</tr>
<tr>
<td>6:00 AM</td>
<td></td>
<td>26</td>
<td>5</td>
<td>31</td>
<td>6:00 AM</td>
</tr>
<tr>
<td>7:00 AM</td>
<td></td>
<td>29</td>
<td>11</td>
<td>40</td>
<td>7:00 AM</td>
</tr>
<tr>
<td>8:00 AM</td>
<td></td>
<td>27</td>
<td>16</td>
<td>43</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>9:00 AM</td>
<td></td>
<td>27</td>
<td>21</td>
<td>48</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>10:00 AM</td>
<td></td>
<td>32</td>
<td>27</td>
<td>59</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>11:00 AM</td>
<td></td>
<td>35</td>
<td>44</td>
<td>79</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>12:00 PM</td>
<td></td>
<td>46</td>
<td>56</td>
<td>102</td>
<td>12:00 PM</td>
</tr>
<tr>
<td>1:00 PM</td>
<td></td>
<td>42</td>
<td>59</td>
<td>101</td>
<td>1:00 PM</td>
</tr>
<tr>
<td>2:00 PM</td>
<td></td>
<td>44</td>
<td>44</td>
<td>88</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>3:00 PM</td>
<td></td>
<td>42</td>
<td>56</td>
<td>98</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>4:00 PM</td>
<td></td>
<td>45</td>
<td>69</td>
<td>114</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>5:00 PM</td>
<td></td>
<td>52</td>
<td>69</td>
<td>121</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>6:00 PM</td>
<td></td>
<td>22</td>
<td>42</td>
<td>64</td>
<td>6:00 PM</td>
</tr>
<tr>
<td>7:00 PM</td>
<td></td>
<td>28</td>
<td>37</td>
<td>65</td>
<td>7:00 PM</td>
</tr>
<tr>
<td>8:00 PM</td>
<td></td>
<td>8</td>
<td>34</td>
<td>42</td>
<td>8:00 PM</td>
</tr>
<tr>
<td>9:00 PM</td>
<td></td>
<td>20</td>
<td>20</td>
<td>40</td>
<td>9:00 PM</td>
</tr>
<tr>
<td>10:00 PM</td>
<td></td>
<td>7</td>
<td>21</td>
<td>28</td>
<td>10:00 PM</td>
</tr>
<tr>
<td>11:00 PM</td>
<td></td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>11:00 PM</td>
</tr>
</tbody>
</table>

| Jocson Road | | 562 | 659 |

### Minor Road - Entering Volume

<table>
<thead>
<tr>
<th>Interval</th>
<th>Direction</th>
<th>EB</th>
<th>WB</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>0</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>2</td>
<td>14</td>
<td>16</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>10</td>
<td>20</td>
<td>30</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>4</td>
<td>42</td>
<td>46</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>14</td>
<td>33</td>
<td>47</td>
</tr>
<tr>
<td>23</td>
<td></td>
<td>23</td>
<td>38</td>
<td>61</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>34</td>
<td>60</td>
<td>94</td>
</tr>
<tr>
<td>48</td>
<td></td>
<td>48</td>
<td>47</td>
<td>95</td>
</tr>
<tr>
<td>47</td>
<td></td>
<td>47</td>
<td>51</td>
<td>98</td>
</tr>
<tr>
<td>48</td>
<td></td>
<td>48</td>
<td>36</td>
<td>84</td>
</tr>
<tr>
<td>55</td>
<td></td>
<td>55</td>
<td>32</td>
<td>87</td>
</tr>
<tr>
<td>47</td>
<td></td>
<td>47</td>
<td>38</td>
<td>85</td>
</tr>
<tr>
<td>46</td>
<td></td>
<td>46</td>
<td>50</td>
<td>96</td>
</tr>
<tr>
<td>41</td>
<td></td>
<td>41</td>
<td>45</td>
<td>86</td>
</tr>
<tr>
<td>42</td>
<td></td>
<td>42</td>
<td>37</td>
<td>79</td>
</tr>
<tr>
<td>32</td>
<td></td>
<td>32</td>
<td>32</td>
<td>64</td>
</tr>
<tr>
<td>38</td>
<td></td>
<td>38</td>
<td>29</td>
<td>67</td>
</tr>
<tr>
<td>25</td>
<td></td>
<td>25</td>
<td>38</td>
<td>63</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>10</td>
<td>12</td>
<td>22</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>5</td>
<td>7</td>
<td>12</td>
</tr>
</tbody>
</table>

| Bay Road | | 576 | 674 |
## WHATCOM COUNTY TRAFFIC COUNTS

**LAST UPDATED**
Date 9/22/15

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>LEG</th>
<th>CROSS ROAD</th>
<th>BEGAN</th>
<th>ENDED</th>
<th>TOTAL VOLUME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>ADT WEEKDAY</td>
<td>ADT WEEKLY</td>
<td></td>
</tr>
<tr>
<td>BAY RD</td>
<td>W</td>
<td>JACKSON RD</td>
<td>7/3/2015</td>
<td>7/9/2015</td>
<td>1296</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1548</td>
</tr>
<tr>
<td>BAY RD</td>
<td>E</td>
<td>JACKSON RD</td>
<td>7/3/2015</td>
<td>7/9/2015</td>
<td>1533</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1737</td>
</tr>
<tr>
<td>JACKSON RD</td>
<td>S</td>
<td>BIRCH BAY DR</td>
<td>5/22/2015</td>
<td>5/28/2015</td>
<td>941</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1029</td>
</tr>
<tr>
<td>JACKSON RD</td>
<td>N</td>
<td>BAY RD</td>
<td>7/3/2015</td>
<td>7/9/2015</td>
<td>1360</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1661</td>
</tr>
<tr>
<td>JACKSON RD</td>
<td>S</td>
<td>BAY RD</td>
<td>7/3/2015</td>
<td>7/9/2015</td>
<td>1142</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1327</td>
</tr>
</tbody>
</table>
## Collision Summary

<table>
<thead>
<tr>
<th>Rd #</th>
<th>MP</th>
<th>Rd Name</th>
<th>Report #</th>
<th>Date</th>
<th>ADT</th>
<th>Sev</th>
<th>Veh</th>
<th>Inj</th>
<th>Fatal</th>
<th>Collision Type</th>
<th>Unit 1</th>
<th>Weather</th>
<th>Light</th>
</tr>
</thead>
<tbody>
<tr>
<td>23500</td>
<td>0.230</td>
<td>BAY RD</td>
<td>3457177</td>
<td>01/12/2011</td>
<td>2627</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>Entering at angle</td>
<td></td>
<td>Clear or Partly Cloudy</td>
<td>Daylight</td>
</tr>
</tbody>
</table>

**Weather**: Disregard Clear or Partly Cloudy

**Stop Sign - Flashing Red**

**Light**: Daylight

---

2010 to present
## Collision Summary

<table>
<thead>
<tr>
<th>Rd #</th>
<th>MP</th>
<th>Rd Name</th>
<th>Report #</th>
<th>Date</th>
<th>ADT</th>
<th>Sev</th>
<th>Veh</th>
<th>Inj</th>
<th>Fatal</th>
<th>Collision Type</th>
<th>Unit 1</th>
<th>Weather</th>
<th>Light</th>
</tr>
</thead>
<tbody>
<tr>
<td>21950</td>
<td>0.420</td>
<td>JACKSON RD</td>
<td>3143075</td>
<td>10/09/2010</td>
<td>833</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>Other object</td>
<td></td>
<td>Raining</td>
<td>Dark-No Street Lights</td>
</tr>
<tr>
<td>21950</td>
<td>0.420</td>
<td>JACKSON RD</td>
<td>E245033</td>
<td>05/16/2013</td>
<td>833</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>Entering at angle</td>
<td></td>
<td>Clear or Partly Cloudy</td>
<td>Daylight</td>
</tr>
</tbody>
</table>
### Seven Day Volume

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12:00 AM</td>
<td>9</td>
<td>1</td>
<td>10</td>
<td>11</td>
<td>16</td>
<td>37</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>1:00 AM</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>5</td>
<td>13</td>
<td>12</td>
<td>0</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>2:00 AM</td>
<td>3</td>
<td>5</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>3:00 AM</td>
<td>2</td>
<td>5</td>
<td>3</td>
<td>6</td>
<td>3</td>
<td>4</td>
<td>1</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>4:00 AM</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>2</td>
<td>7</td>
<td>1</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>5:00 AM</td>
<td>5</td>
<td>9</td>
<td>2</td>
<td>6</td>
<td>4</td>
<td>9</td>
<td>4</td>
<td>16</td>
<td>8</td>
</tr>
<tr>
<td>6:00 AM</td>
<td>5</td>
<td>13</td>
<td>3</td>
<td>10</td>
<td>4</td>
<td>8</td>
<td>3</td>
<td>30</td>
<td>7</td>
</tr>
<tr>
<td>7:00 AM</td>
<td>7</td>
<td>18</td>
<td>10</td>
<td>17</td>
<td>11</td>
<td>17</td>
<td>8</td>
<td>24</td>
<td>19</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>8</td>
<td>15</td>
<td>20</td>
<td>22</td>
<td>15</td>
<td>17</td>
<td>9</td>
<td>23</td>
<td>14</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>43</td>
<td>42</td>
<td>38</td>
<td>42</td>
<td>16</td>
<td>38</td>
<td>14</td>
<td>21</td>
<td>17</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>38</td>
<td>62</td>
<td>47</td>
<td>54</td>
<td>37</td>
<td>69</td>
<td>24</td>
<td>31</td>
<td>21</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>66</td>
<td>68</td>
<td>60</td>
<td>65</td>
<td>39</td>
<td>63</td>
<td>44</td>
<td>49</td>
<td>33</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>61</td>
<td>60</td>
<td>82</td>
<td>67</td>
<td>69</td>
<td>70</td>
<td>24</td>
<td>41</td>
<td>43</td>
</tr>
<tr>
<td>1:00 PM</td>
<td>70</td>
<td>55</td>
<td>80</td>
<td>78</td>
<td>54</td>
<td>84</td>
<td>40</td>
<td>30</td>
<td>37</td>
</tr>
<tr>
<td>2:00 PM</td>
<td>68</td>
<td>50</td>
<td>95</td>
<td>79</td>
<td>67</td>
<td>49</td>
<td>34</td>
<td>43</td>
<td>32</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>68</td>
<td>55</td>
<td>95</td>
<td>76</td>
<td>50</td>
<td>64</td>
<td>34</td>
<td>33</td>
<td>33</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>49</td>
<td>61</td>
<td>89</td>
<td>67</td>
<td>52</td>
<td>39</td>
<td>45</td>
<td>38</td>
<td>38</td>
</tr>
<tr>
<td>5:00 PM</td>
<td>52</td>
<td>43</td>
<td>74</td>
<td>60</td>
<td>55</td>
<td>37</td>
<td>54</td>
<td>30</td>
<td>55</td>
</tr>
<tr>
<td>6:00 PM</td>
<td>57</td>
<td>45</td>
<td>67</td>
<td>49</td>
<td>31</td>
<td>49</td>
<td>32</td>
<td>16</td>
<td>44</td>
</tr>
<tr>
<td>7:00 PM</td>
<td>46</td>
<td>48</td>
<td>52</td>
<td>37</td>
<td>35</td>
<td>33</td>
<td>36</td>
<td>24</td>
<td>29</td>
</tr>
<tr>
<td>8:00 PM</td>
<td>42</td>
<td>33</td>
<td>67</td>
<td>57</td>
<td>21</td>
<td>30</td>
<td>24</td>
<td>16</td>
<td>27</td>
</tr>
<tr>
<td>9:00 PM</td>
<td>33</td>
<td>26</td>
<td>60</td>
<td>50</td>
<td>20</td>
<td>19</td>
<td>20</td>
<td>12</td>
<td>16</td>
</tr>
<tr>
<td>10:00 PM</td>
<td>36</td>
<td>40</td>
<td>55</td>
<td>86</td>
<td>18</td>
<td>21</td>
<td>7</td>
<td>4</td>
<td>11</td>
</tr>
<tr>
<td>11:00 PM</td>
<td>21</td>
<td>8</td>
<td>50</td>
<td>111</td>
<td>11</td>
<td>4</td>
<td>6</td>
<td>3</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Combined</th>
<th>1589</th>
<th>2132</th>
<th>1449</th>
<th>997</th>
<th>981</th>
<th>1115</th>
<th>1028</th>
<th>1142.0</th>
<th>1327.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Split (%)</td>
<td>51.7</td>
<td>48.3</td>
<td>50.0</td>
<td>50.0</td>
<td>45.9</td>
<td>54.1</td>
<td>47.1</td>
<td>52.9</td>
<td>48.7</td>
</tr>
</tbody>
</table>

**Peak Hours**

- **12:00 AM - 1:00 AM**
  - Volume: 66, 68, 68, 65, 43, 69, 44, 49
  - Factor: 0.69, 0.68, 0.74, 0.81, 0.72, 0.86, 0.85, 0.77

- **12:00 AM - 1:00 AM**
  - Volume: 87, 63, 104, 115, 72, 84, 59, 46
  - Factor: 0.75, 0.93, 0.76, 0.90, 0.81, 0.70, 0.72, 0.69

\[ \frac{997 + 981 + 1115 + 1192}{4} = 1059 \]

\[ \text{Truck} \]

\[ 38.8 \times 100\% \]
**Site:** 00000000000000  

**Road Name:** Jackson Rd  
**Cross Road:** North of Bay Rd  
**Road #/MP:** 21950 0045 15

### Seven Day Volume

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12:00 AM</td>
<td>North 3</td>
<td>South 13</td>
<td>North 57</td>
<td>South 26</td>
<td>North 3</td>
<td>South 5</td>
<td>North 3</td>
<td>South 6</td>
<td>South 6</td>
</tr>
<tr>
<td>1:00 AM</td>
<td>North 3</td>
<td>South 9</td>
<td>North 19</td>
<td>South 15</td>
<td>North 2</td>
<td>South 0</td>
<td>North 1</td>
<td>South 2</td>
<td>South 2</td>
</tr>
<tr>
<td>2:00 AM</td>
<td>North 4</td>
<td>South 1</td>
<td>North 8</td>
<td>South 8</td>
<td>North 6</td>
<td>South 2</td>
<td>North 1</td>
<td>South 1</td>
<td>South 1</td>
</tr>
<tr>
<td>3:00 AM</td>
<td>North 5</td>
<td>South 2</td>
<td>North 3</td>
<td>South 3</td>
<td>North 3</td>
<td>South 2</td>
<td>North 4</td>
<td>South 4</td>
<td>South 4</td>
</tr>
<tr>
<td>4:00 AM</td>
<td>North 5</td>
<td>South 10</td>
<td>North 9</td>
<td>South 2</td>
<td>North 7</td>
<td>South 7</td>
<td>North 8</td>
<td>South 8</td>
<td>South 8</td>
</tr>
<tr>
<td>5:00 AM</td>
<td>North 10</td>
<td>South 5</td>
<td>North 10</td>
<td>South 1</td>
<td>North 10</td>
<td>South 6</td>
<td>North 11</td>
<td>South 11</td>
<td>South 11</td>
</tr>
<tr>
<td>6:00 AM</td>
<td>North 19</td>
<td>South 4</td>
<td>North 7</td>
<td>South 4</td>
<td>North 10</td>
<td>South 5</td>
<td>North 16</td>
<td>South 14</td>
<td>South 14</td>
</tr>
<tr>
<td>7:00 AM</td>
<td>North 21</td>
<td>South 6</td>
<td>North 18</td>
<td>South 9</td>
<td>North 12</td>
<td>South 11</td>
<td>North 16</td>
<td>South 17</td>
<td>South 17</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>North 28</td>
<td>South 25</td>
<td>North 23</td>
<td>South 21</td>
<td>North 32</td>
<td>South 24</td>
<td>North 27</td>
<td>South 27</td>
<td>South 27</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>North 43</td>
<td>South 43</td>
<td>North 33</td>
<td>South 22</td>
<td>North 22</td>
<td>South 10</td>
<td>North 27</td>
<td>South 27</td>
<td>South 27</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>North 60</td>
<td>South 50</td>
<td>North 61</td>
<td>South 45</td>
<td>North 28</td>
<td>South 27</td>
<td>North 27</td>
<td>South 27</td>
<td>South 27</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>North 71</td>
<td>South 64</td>
<td>North 68</td>
<td>South 56</td>
<td>North 44</td>
<td>South 39</td>
<td>North 32</td>
<td>South 32</td>
<td>South 32</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>North 62</td>
<td>South 80</td>
<td>North 72</td>
<td>South 93</td>
<td>North 48</td>
<td>South 53</td>
<td>North 47</td>
<td>South 47</td>
<td>South 47</td>
</tr>
<tr>
<td>1:00 PM</td>
<td>North 59</td>
<td>South 89</td>
<td>North 73</td>
<td>South 90</td>
<td>North 42</td>
<td>South 51</td>
<td>North 31</td>
<td>South 31</td>
<td>South 31</td>
</tr>
<tr>
<td>2:00 PM</td>
<td>North 54</td>
<td>South 103</td>
<td>North 55</td>
<td>South 79</td>
<td>North 34</td>
<td>South 50</td>
<td>North 45</td>
<td>South 45</td>
<td>South 45</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>North 62</td>
<td>South 60</td>
<td>North 82</td>
<td>South 65</td>
<td>North 38</td>
<td>South 47</td>
<td>North 29</td>
<td>South 29</td>
<td>South 29</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>North 61</td>
<td>South 104</td>
<td>North 69</td>
<td>South 57</td>
<td>North 35</td>
<td>South 56</td>
<td>North 50</td>
<td>South 50</td>
<td>South 50</td>
</tr>
<tr>
<td>5:00 PM</td>
<td>North 57</td>
<td>South 77</td>
<td>North 52</td>
<td>South 73</td>
<td>North 27</td>
<td>South 68</td>
<td>North 39</td>
<td>South 39</td>
<td>South 39</td>
</tr>
<tr>
<td>6:00 PM</td>
<td>North 49</td>
<td>South 74</td>
<td>North 41</td>
<td>South 47</td>
<td>North 28</td>
<td>South 48</td>
<td>North 35</td>
<td>South 35</td>
<td>South 35</td>
</tr>
<tr>
<td>7:00 PM</td>
<td>North 55</td>
<td>South 62</td>
<td>North 37</td>
<td>South 36</td>
<td>North 25</td>
<td>South 39</td>
<td>North 23</td>
<td>South 23</td>
<td>South 23</td>
</tr>
<tr>
<td>8:00 PM</td>
<td>North 45</td>
<td>South 52</td>
<td>North 41</td>
<td>South 42</td>
<td>North 19</td>
<td>South 37</td>
<td>North 30</td>
<td>South 30</td>
<td>South 30</td>
</tr>
<tr>
<td>9:00 PM</td>
<td>North 30</td>
<td>South 51</td>
<td>North 36</td>
<td>South 30</td>
<td>North 17</td>
<td>South 18</td>
<td>North 21</td>
<td>South 21</td>
<td>South 21</td>
</tr>
<tr>
<td>10:00 PM</td>
<td>North 61</td>
<td>South 50</td>
<td>North 170</td>
<td>South 84</td>
<td>North 51</td>
<td>South 28</td>
<td>North 10</td>
<td>South 10</td>
<td>South 10</td>
</tr>
<tr>
<td>11:00 PM</td>
<td>North 14</td>
<td>South 27</td>
<td>North 232</td>
<td>South 61</td>
<td>North 6</td>
<td>South 4</td>
<td>North 3</td>
<td>South 3</td>
<td>South 3</td>
</tr>
</tbody>
</table>

| Totals         | 882         | 1105        | 1258        | 1763        | 913         | 889         | 562         | 622           | 563          | 606          | 583         | 659         | 599         | 659         | 629.8       | 730.2       | 761.4       | 900.4  |

| Combined       | 1987        | 3031        | 1802        | 1184        | 1169        | 1242        | 1218        | 1360.0        | 1661.9       |

| Split (%)      | 44.4        | 55.6        | 41.8        | 58.2        | 50.7        | 49.3        | 47.5        | 52.5          | 48.2         | 51.8         | 46.9        | 53.1        | 45.9        | 54.1        | 46.3        | 53.7        | 45.8        | 54.2  |

### Peak Hours

<table>
<thead>
<tr>
<th>12:00 AM - 12:00 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume</td>
</tr>
<tr>
<td>Factor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12:00 PM - 12:00 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume</td>
</tr>
<tr>
<td>Factor</td>
</tr>
</tbody>
</table>
### Seven Day Volume

<table>
<thead>
<tr>
<th>Interval Start</th>
<th>Mon - Fri Average</th>
<th>7 Day Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fri 7/3/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sat 7/4/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sun 7/5/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mon 7/6/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tue 7/7/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wed 7/8/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thu 7/9/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:00 AM</td>
<td>2.2 2.6</td>
<td>5.1 7.0</td>
</tr>
<tr>
<td>1:00 AM</td>
<td>0.4 3.0</td>
<td>2.3 3.9</td>
</tr>
<tr>
<td>2:00 AM</td>
<td>0.4 0.8</td>
<td>1.0 1.0</td>
</tr>
<tr>
<td>3:00 AM</td>
<td>2.0 2.4</td>
<td>1.4 2.0</td>
</tr>
<tr>
<td>4:00 AM</td>
<td>4.0 0.2</td>
<td>3.6 0.1</td>
</tr>
<tr>
<td>5:00 AM</td>
<td>7.8 1.8</td>
<td>6.9 1.7</td>
</tr>
<tr>
<td>6:00 AM</td>
<td>16.4 6.8</td>
<td>15.6 6.4</td>
</tr>
<tr>
<td>7:00 AM</td>
<td>27.0 6.2</td>
<td>23.4 7.1</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>28.6 15.8</td>
<td>33.6 15.0</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>40.6 21.4</td>
<td>47.9 23.3</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>62.6 27.2</td>
<td>81.1 31.4</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>54.0 43.6</td>
<td>71.6 46.7</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>50.4 47.0</td>
<td>65.6 56.0</td>
</tr>
<tr>
<td>1:00 PM</td>
<td>41.8 54.6</td>
<td>54.6 64.6</td>
</tr>
<tr>
<td>2:00 PM</td>
<td>46.2 59.8</td>
<td>51.3 68.1</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>42.6 59.8</td>
<td>50.3 66.6</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>38.2 58.2</td>
<td>45.4 68.4</td>
</tr>
<tr>
<td>5:00 PM</td>
<td>36.0 57.4</td>
<td>43.9 62.9</td>
</tr>
<tr>
<td>6:00 PM</td>
<td>29.4 57.4</td>
<td>39.7 54.9</td>
</tr>
<tr>
<td>7:00 PM</td>
<td>28.8 45.6</td>
<td>39.4 43.7</td>
</tr>
<tr>
<td>8:00 PM</td>
<td>28.6 40.2</td>
<td>44.7 40.3</td>
</tr>
<tr>
<td>9:00 PM</td>
<td>23.0 33.4</td>
<td>35.3 30.6</td>
</tr>
<tr>
<td>10:00 PM</td>
<td>9.8 18.0</td>
<td>14.0 29.4</td>
</tr>
<tr>
<td>11:00 PM</td>
<td>4.2 7.4</td>
<td>9.9 25.4</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>889 1147</strong></td>
<td><strong>1228 1286</strong></td>
</tr>
<tr>
<td><strong>Combined</strong></td>
<td><strong>2036 2514</strong></td>
<td><strong>1839 1158</strong></td>
</tr>
<tr>
<td><strong>Split (%)</strong></td>
<td><strong>43.7 56.3</strong></td>
<td><strong>48.8 51.2</strong></td>
</tr>
</tbody>
</table>

### Peak Hours

<table>
<thead>
<tr>
<th>12:00 AM - 12:00 PM</th>
<th>3:15 PM - 4:15 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>10:00 AM 11:00 AM</td>
<td>3:15 PM 4:15 PM</td>
</tr>
<tr>
<td>Volume 90 71</td>
<td>Volume 78 112</td>
</tr>
<tr>
<td>Factor 0.80 0.74</td>
<td>Factor 0.93 0.80</td>
</tr>
</tbody>
</table>

### Truck

<table>
<thead>
<tr>
<th>85 Truck</th>
<th>1:12</th>
</tr>
</thead>
<tbody>
<tr>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>Start</td>
<td>East West</td>
</tr>
<tr>
<td>12:00 AM</td>
<td>5 4</td>
</tr>
<tr>
<td>1:00 AM</td>
<td>7 1</td>
</tr>
<tr>
<td>2:00 AM</td>
<td>1 2</td>
</tr>
<tr>
<td>3:00 AM</td>
<td>3 5</td>
</tr>
<tr>
<td>4:00 AM</td>
<td>0 5</td>
</tr>
<tr>
<td>5:00 AM</td>
<td>3 15</td>
</tr>
<tr>
<td>6:00 AM</td>
<td>5 19</td>
</tr>
<tr>
<td>7:00 AM</td>
<td>7 31</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>21 39</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>38 59</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>47 91</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>92 70</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>102 66</td>
</tr>
<tr>
<td>1:00 PM</td>
<td>85 53</td>
</tr>
<tr>
<td>2:00 PM</td>
<td>108 53</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>118 67</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>117 53</td>
</tr>
<tr>
<td>5:00 PM</td>
<td>112 48</td>
</tr>
<tr>
<td>6:00 PM</td>
<td>107 48</td>
</tr>
<tr>
<td>7:00 PM</td>
<td>92 36</td>
</tr>
<tr>
<td>8:00 PM</td>
<td>82 46</td>
</tr>
<tr>
<td>9:00 PM</td>
<td>52 28</td>
</tr>
<tr>
<td>10:00 PM</td>
<td>35 23</td>
</tr>
<tr>
<td>11:00 PM</td>
<td>20 7</td>
</tr>
</tbody>
</table>

Totals 1259 869 1502 1006 800 1188 690 691 711 646 770 674 754 593 838.4 694.6 927.7 809.6
Combined 2128 2508 1988 1389 1357 1444 1347 1533.0 1737.3
Split (%) 59.2 40.8 59.9 40.1 50.2 49.7 52.4 47.6 53.3 46.7 56.0 44.0 54.7 45.3 53.4 46.6

**Peak Hours**

12:00 AM - 12:00 PM
11:00 AM 10:00 AM 11:00 AM 10:45 AM 11:00 AM 10:45 AM 10:00 AM 10:45 AM 11:00 AM 10:45 AM 11:00 AM 10:45 AM 11:00 AM 10:45 AM 11:00 AM
Volume 92 91 84 94 58 134 47 64 46 56 52 63 40 53 54.6 63.0 59.3 74.6
Factor 0.74 0.84 0.81 0.94 0.69 0.76 0.78 0.89 0.82 0.88 0.68 0.79 0.67 0.66 0.81 0.89 0.82 0.92

12:00 PM - 12:00 AM
4:15 PM 3:15 PM 2:30 PM 10:45 PM 1:00 PM 12:00 PM 4:15 PM 1:15 PM 4:30 PM 12:15 PM 4:15 PM 12:00 PM 4:15 PM 3:40 PM 4:15 PM 12:00 PM
Volume 125 70 177 96 106 102 80 61 79 54 78 51 79 53 86.2 54.4 93.0 63.1
Factor 0.95 0.76 0.82 0.83 0.80 0.82 0.91 0.73 0.82 0.68 0.78 0.80 0.86 0.88 0.93 0.93 0.97 0.88

*85 35.1 1.9%*
# WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td>JPR</td>
<td>1/25/2016</td>
<td></td>
<td>2/23/2016</td>
<td>PW Committee - Public Hearing</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>JC</td>
<td>1/21/2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>01/28/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>2/1/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>2/1/16</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
An Ordinance Regarding Establishment of Speed Limits on portions of Jackson Road and Bay Road in the Birch Bay area.

**ATTACHMENTS:**
1. Memo to County Executive and County Council
2. Speed Limit Ordinance
3. Vicinity Map

**SEPA review required?** ( ) Yes ( X ) NO
**SEPA review completed?** ( ) Yes ( X ) NO
**Should Clerk schedule a hearing?** ( X ) Yes ( ) NO
**Requested Date:** 2/23/2016

**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.)

To comply with RCW 46.61.415, it is found necessary and expedient to modify speed limits on portions of Jackson Road and Bay Road in the Birch Bay area.

**COMMITTEE ACTION:**

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/9/2016: Introduced 7-0</td>
</tr>
</tbody>
</table>

**Related County Contract #:**
**Related File Numbers:**
**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.
Memorandum

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: January 27, 2016

Re: Ordinance Regarding Change of Speed Limits for Bay and Jackson Roads

Requested Action:
Adoption of an ordinance for the change of speed limits on portions of Jackson Road and Bay Road in the Birch Bay area.

Background and Purpose:
Citizen have expressed concerns related to the operation of the intersection of Jackson and Bay roads. Drivers not obeying the existing stop signs on Bay Road along with excessive speeds on Jackson Road create the potential for high speed T-bone type collisions.

Public Works is requesting that this intersection be made an all-way stop condition under a separate agenda bill and ordinance. The adoption of this ordinance to reduce speed limit will make all four legs of the intersection 25 MPH. This allows for the creation of an all-way stop condition by the meeting Section 2B.07 Option D.

Information:
The existing speed limit on Bay Road East of Jackson Road is 35mph. This ordinance would make the first 500-feet east of Jackson Road 25mph.

The existing speed limit on Jackson Road South of Bay Road is 40mph. This ordinance would make the first 500-feet south of Bay Road 25 mph.

The existing speed limit on Jackson Road north of Bay Road as well as Bay Road west of Jackson Roads is 25 mph.
ORDINANCE NO. ___
TO ESTABLISH SPEED LIMITS ON CERTAIN COUNTY ROADS

WHEREAS, the Whatcom County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, it is found possible to reduce the speed limit on Jackson Road and Bay Road; and

NOW, THEREFORE, BE IT ORDAINED that speed limits be established as follows:

25 MPH on Bay Road from Jackson Road east for 500 feet, and

25 MPH on Jackson Road from Bay Road south for 500 feet

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to post the appropriate signs and that the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.04.030.

ADOPTED this ____ day of _____, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON
Barry Buchanan, Chair of the Council

APPROVED AS TO FORM: ( ) Approved ( ) Denied
Civil Deputy Prosecutor Jack Louws, Executive
Proposed Speed Limit Change for Bay and Jackson Roads

- Speed Limit Change
  - 40 MPH to 25 MPH for 500' South of Bay Road
  - 35 MPH to 25 MPH for 500' east of Jackson Road

1 inch = 1,000 feet
TITLE OF DOCUMENT:
Resolution Adopting the 2016 Whatcom County Comprehensive Parks, Recreation and Open Space Plan

ATTACHMENTS:
Resolution

SEPA review completed? (X) Yes ( ) NO
Should Clerk schedule a hearing? (X) Yes ( ) NO
Requested Date: 2/9/16

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.)

Request County Council adopts the 2016 Whatcom County Comprehensive Parks, Recreation and Open Space Plan.

COMMITTEE ACTION:

COUNCIL ACTION:
2/9/2016: Public Testimony Received

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.
MEMORANDUM

TO: Jack Louws, Executive
FROM: Michael McFarlane, Director
DATE: January 28th, 2016
RE: Resolution Adopting the 2016 Whatcom County Comprehensive Parks, Recreation and Open Space Plan

Attached is the authorizing resolution for the 2016 Comprehensive Parks, Recreation and Open Space Plan. The Parks & Recreation Commission recommended approval at their January 21st meeting. I am requesting Council hold a public hearing on the evening of February 9th and adopt the plan at their February 23rd meeting. This will allow the SEPA determination to be issued prior to Council action. The plan needs to be adopted prior to March 1st to qualify for certain grant programs available this year.

Please contact me at 5855 if you have any questions or require additional information.
RESOLUTION ADOPTING THE 2016 COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE PLAN

WHEREAS, the Whatcom County Parks & Recreation Department has requested the adoption of the updated 2016 Whatcom County Comprehensive Parks, Recreation and Open Space Plan; and

WHEREAS, the public, agencies and others participated in numerous meetings, surveys, and discussions pertaining to the development of the plan; and

WHEREAS, The Recreation and Conservation Funding Board requires Whatcom County to have a qualifying Parks, Recreation and Open Space Plan pursuant to Manual 2; Planning Policies and Guidelines dated February 14th, 2014 to maintain eligibility for certain grant programs; and

WHEREAS, the Recreation and Conservation Funding Board’s timelines and update of the Comprehensive Parks, Recreation and Open Space Plan do not coincide with the timelines of the County’s Comprehensive Plan update; and

WHEREAS, the Growth Management Act does not require that the Recreation and Conservation Funding Board’s planning requirements be integrated into the County’s Comprehensive Plan or Growth Management Act; and

WHEREAS, a Determination of Non-Significance was issued by the SEPA Official on January 29th, 2016 (no. SEP2016-00005);

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that:

1. The Whatcom County Comprehensive Parks, Recreation and Open Space Plan is hereby adopted as a departmental planning document for the Parks & Recreation Department.

2. This plan will be used to provide guidance and direction to the Parks & Recreation Department in capital development and planning efforts.

3. The plan will be used to assist in informing the parks, trails and open space elements of the County’s Comprehensive Plan.
4. The plan will assist the Parks & Recreation Department in providing a basis for calculating levels of service, programming and fees.

5. Adoption of the plan will maintain eligibility for grant funding through the Washington State Recreation and Conservation Office.

6. This plan will provide direction to the County for recreation and open space planning through the year 2021.

APPROVED this ___________ day of February, 2016

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Senior Deputy Prosecuting Attorney
TO VIEW:

WHATCOM COUNTY COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE PLAN FOR 2016

Please go to:

http://www.whatcomcounty.us/documentcenter/view/14547
TITLE OF DOCUMENT:
Res requesting the landform at mouth of Terrell Creek be called Wolf Bauer Point

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.)
Resolution that the committee on geographic names recommend to the board on geographic names, when the time is appropriate, that the landform at the mouth of Terrell Creek be evermore known as Wolf Bauer Point

COUNCIL ACTION:
2/9/2016: Introduced 7-0
RESOLUTION NO. __________

REQUESTING THE COMMITTEE ON GEOGRAPHIC NAMES RECOMMEND TO THE BOARD ON GEOGRAPHIC NAMES, WHEN THE TIME IS APPROPRIATE, THAT THE LANDFORM AT THE MOUTH OF TERRELL CREEK BE EVERMORE KNOWN AS WOLF BAUER POINT

WHEREAS, Mr. Wolf Bauer was a pioneer of Northwest mountaineering, kayaking, and shoreline restoration, and a leader in outdoor education and environmental conservation since 1929; and

WHEREAS, Mr. Bauer was a founding member of the Washington Environmental Council in 1969; and

WHEREAS, in 1969, Mr. Bauer drafted the "Natural Shorelines Act", which was incorporated into the Washington State Shoreline Management Act of 1971; and

WHEREAS, Mr. Bauer's 1975 report titled: Birch Bay Shore Resource Analysis is the foundation for the current design of the shoreline restoration of the Birch Bay Drive and Pedestrian Facility project; and

WHEREAS, the landform that has formed at the delta of Terrell Creek is referred to by shoreline scientists and the community as Wolf Bauer Point; and

WHEREAS, the Birch Bay Chamber of Commerce has expressed their support in naming of the point in honor of Mr. Bauer;

WHEREAS, the owners of the adjacent property have expressed their support in naming of the point in honor of Mr. Bauer;

NOW, THEREFORE, BE IT RESOLVED, that Whatcom County recognizes Wolf Bauer’s significant contribution to the protection and restoration of the shorelines of Whatcom County in particularly that of Birch Bay; and

BE IT FURTHER RESOLVED that the Whatcom County Council hereby supports and asks the Committee on Geographic Names to recommend to the Board on Geographic Names when the time is appropriate that the landform at the mouth of Terrell Creek be evermore known as Wolf Bauer Point.

APPROVED this __________ day of __________, 2016.

ATTEST:                                           WHATCOM COUNTY COUNCIL
  WHATCOM COUNTY, WASHINGTON

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

APPROVED AS TO FORM:

Civil Deputy Prosecutor
Outdoorsman and Birch Bay advocate Wolf Bauer dies

By Steve Guntli

Wolf Bauer, a legendary outdoorsman, activist and engineer, has died at a care facility on San Juan Island. He was 103.

Bauer passed away on January 23, only two days after the Birch Bay Chamber of Commerce hosted a special presentation honoring his accomplishments and local impact. Bauer was the first to suggest the Birch Bay berm project, which will begin construction this fall.

Bauer was born in the Bavarian Alps on February 24, 1912. His family immigrated to Seattle when he was 13, and it was there Bauer developed a love of the outdoors. He graduated from the University of Washington with a degree in engineering, but was much more interested in a career in outdoor sports, particularly skiing and mountain climbing.

In 1935, Bauer became the first person to summit Mount Rainier from the north side. He went on to teach a highly influential series of mountaineering courses, which introduced Americans to European mountaineering techniques that have since become standard. Mountaineering historian Henry Majors would later call the courses “the single greatest, most influential and most enduring achievement in the history of Northwest climbing,” in The Northwest Mountaineering Journal. Among his pupils were Jim and Lou Whittaker, the first Americans to summit Mount Everest, and Lloyd Anderson, a founder of REI.

Bauer co-founded the Mountain Rescue Council, and was president of the organization for its first six years. The council was the first organization of its kind in the United States, and was responsible for dozens of daring mountain rescues.

Bauer was also a pioneer in water sports. In the late 1940s, Bauer introduced foldboat kayaking to the United States. Foldboats, small kayaks that can be folded in half for easy transportation, had been popular in Germany but were all but unheard of in the U.S. In 1948,
he founded the Washington Foldboat Club and, along with other club members, mapped routes along many western Washington rivers. He also created the white water rapid classification system that is still used today, ranking rapids in intensity from I to IV.

In the 1970s, Bauer began making a name for himself as an environmental activist and shoreline engineer. He launched a successful campaign to prevent the damming of the Green River Gorge, and spent years petitioning the state to preserve eroding shorelines.

In 1975, he turned his attention to Birch Bay. The Birch Bay berm project was Bauer’s suggestion. According to Roland Middleton, special projects manager for Whatcom County public works and a longtime friend of Bauer, the current design for the project is nearly identical to one of Bauer’s original drawings from the ’70s.

“Wolf is a man who has lived more than 100 years and he didn’t spend any of it sitting on the couch,” Middleton said at the chamber meeting. “Every time I see him, the first thing he says to me is, ‘Roland, have you finished Birch Bay yet?’”

Middleton said he and other project leaders had proposed naming a section of the berm Bauer Point. The state told him he couldn’t name the section of the berm after Bauer until five years after Bauer’s death.

Bauer leaves a sister, a son, a daughter in law and several nieces, nephews and grandchildren behind. He was preceded in death by his ex-wife Harriet and son Laurence. Bauer will be laid to rest with a small ceremony on San Juan Island later this week.

On Saturday, February 6, Whatcom County public works is hosting an open public forum to take feedback on the berm project. The meeting will take place from 10 a.m. to noon at the Birch Bay Bible Community Church.
**TITLE OF DOCUMENT:**
Appointment of Criminal Justice Treatment Account Panel

**ATTACHMENTS:**
Memo to Executive

**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.)

After the Behavioral Health Organization (BHO) takes over the substance use disorder treatment funds on April 1, 2016, the Northsound BHO will continue to utilize the Criminal Justice Treatment Account (CJTA) Panel to help make decisions about priorities for substance use disorder services.

According to RCW 70.96A.400, two positions on the Criminal Justice Treatment Account Panel must be appointed by the County Legislative Authority; a treatment provider (Chris Watras- SeaMar Community Health and a member of the criminal defense bar, Jon Komorowski.)

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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.
Memorandum

TO: EXECUTIVE JACK LOUWS
FROM: Jaculine J. Mitchell
DATE: JANUARY 25, 2016
RE: APPOINTMENTS TO THE CRIMINAL JUSTICE TASK FORCE

In 2002, the state adopted a statute (RCW 70.96A.350) which established the Criminal Justice Treatment Account (CJTA). This law was designed to reduce sentencing guidelines and create alternatives to treat nonviolent offenders with substance use disorders (SUD).

Key provisions of this law included the:

- Establishment of the Criminal Justice Treatment Account (CJTA) which is funded via savings by the Department of Corrections for reducing sentences for non-violent drug offenders.
- Allocation of funding to counties for treatment and support services to offenders with SUD.
- Development of a local criminal justice panel to approve the disposition of funds.

In April of 2016, the newly implemented regional Behavioral Health Organization (BHO), currently North Sound Mental Health Administration, will take over the administration of both public funded mental health and substance use disorder services (currently administered by the County). NSMHA decided to continue using the local panels as a vehicle for input regarding the utilization of CJTA funding.

Therefore the Health Department is recreating the Whatcom County CJTA panel. According to the RCW, the panel should consist of the following members:

- County Alcohol and Drug Coordinator (Jaculine J. Mitchell)
- County Prosecutor (Dave McEachran)
- County Sheriff (Bill Elfo)
- County Superior Court (Dave Reynolds)
- A Drug Court Representative (TBA)
- And two positions which must be appointed by the County Council; a substance use disorder treatment agency, and a member of the criminal defense bar.

In addition, the County Council is asked to approve the appointment of Chris Watras, Behavioral Health Supervisor, SeaMar Behavioral Health as the treatment representative, and Jon Komorowski, Chief-Whatcom Public Defenders as the criminal defense bar representative.
### TITLE OF DOCUMENT:
Appointment to the Whatcom County Ethics Commission

### ATTACHMENTS:
Application for Appointment

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
County Executive Jack Louws requests confirmation of his appointment of Gary Jensen to the Whatcom County Ethics Commission.
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.

first name: gary
last name: jensen
date: 2/10/16
street address: 2482 hilltop road
city: ferndale
zip: 98248

primary telephone: 360-815-6135
secondary telephone: none
email address: garystevenjensen@gmail.com

step 2

1. name of board or committee
   ethics commission

2. do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? yes

3. which council district do you live in? district 3

4. are you a us citizen? yes

5. are you registered to vote in whatcom county? yes
6. Have you ever been a member of this Board/Commission? No

7. 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.

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Former Mayor, City of Ferndale, serving eight years or two terms. Two years as Ferndale City Councilmember. President and owner of Sullivan Plumbing Inc. Past president of the State of Washington, Plumbing, Heating and Cooling Association, Past board member of Whatcom BIA, Ferndale Chamber of Commerce, Ferndale Boys and Girls Club, Whatcom Parks and Recreation, Whatcom/Skagit Wrestling Referee Association. Thirty three years as a high school sports official. Education; Ferndale High School, Western Washington University( no degree) . Bellingham Technical College. Technical training in the field of plumbing.

9. Please describe why you’re interested in serving on this board or commission

I have been a public servant for a large portion of my adult life. I was asked to serve on this commission and volunteer to do so.

References (please include daytime telephone number):
Greg Young, City Administrator, City of Ferndale, 360-685-2351
Mike Knapp, Police Chief , City of Ferndale, 360-815-1501

Signature of applicant: Gary S. Jensen
Place Signed / Submitted Ferndale, Wa
County Executive Jack Louws requests confirmation of his appointment of Jamie Gunst to the Whatcom County Agricultural Advisory Committee.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jamie Gunst (Maberry) Date: 1/10/10
Street Address: 853 Lemis Trail Rd.
City: Lynden Zip Code: 98264
Mailing Address (if different from street address):

Day Telephone: 360-410-8234 Evening Telephone: Cell Phone:
E-mail address: jamie@maberrys.com

1. Name of board or committee-please see reverse: Agricultural Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   (If applicable, please refer to vacancy list.) (x) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two (x) Three

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

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:

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   I work for and am a part owner of a berry farming and processing company. I am also a board member on the Whatcom County Farm Bureau.

10. Please describe why you're interested in serving on this board or commission: As part of the third generation in our company, I am aware of many issues that arise in the planning and developing of new farm land, and also its scarcity.

References (please include daytime telephone number): Debbie Vande-Veen (360) 319-9310

   Marty Maberry (360) 815-7081

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>SM</td>
<td>2/11/16</td>
<td></td>
<td>February 23, 2016</td>
<td>Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RECEIVED**

FEB 16 2016

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** Appointment to the Public Health Advisory Board

**ATTACHMENTS:** Application for Appointment

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.)

County Executive Jack Louws requests confirmation of his appointment of Les Seelye to the Whatcom County Public Health Advisory Board.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**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](http://www.co.whatcom.wa.us/council).
Board and Commission Application

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.

First Name  Les
Last Name  Seelye
Date  1/8/2016
Street Address  3381 Sheridan Trails
City  Bellingham
Zip  98226
Do you have a different mailing address?  YES
Mailing Address  2075 Barkley Boulevard Suite 260 Bellingham, WA 98226
Primary Telephone  360-393-9170
Secondary Telephone  360-733-8150
Email Address  lesseelye@comcast.net

Step 2
1. Name of Board or Committee  Public Health Advisory Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?  Yes
3. Which Council district do you live in?  District 1
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>7. 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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</td>
<td>I am a Dentist and have worked in Whatcom County for 12 years. I own Barkley Boulevard Dental Care and work at the Unity Care NW Ferndale Dental Clinic one day a week.</td>
</tr>
<tr>
<td>9. Please describe why you're interested in serving on this board or commission</td>
<td>I feel my private practice experience and CHC experience gives me a unique perspective on some of the significant Public Health needs in Whatcom County.</td>
</tr>
<tr>
<td>References (please include daytime telephone number):</td>
<td>Eric McRory, DDS 360-303-7410 Kim Scott 360-734-2868 John Arrigoni 360-319-3726</td>
</tr>
<tr>
<td>Signature of applicant:</td>
<td>Les Seelye</td>
</tr>
<tr>
<td>Place Signed / Submitted</td>
<td>Barkley Boulevard Dental Care/Bellingham, WA</td>
</tr>
</tbody>
</table>